



# AMERICAN UNIVERSITY

W A S H I N G T O N , D C

JUSTICE PROGRAMS OFFICE

Memorandum of Understanding  
Between  
American University  
And  
Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires  
(República Argentina)

This Memorandum of Understanding ("MOU") is made effective on November 1, 2011, ("Effective Date") by and between American University ("University"), a Congressionally-chartered non-profit institution of higher education located at 4400 Massachusetts Avenue, N.W. Washington, D.C. 20016, through its School of Public Affairs Justice Programs Office and the *Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires de la República Argentina* ("Magistrate Council of Buenos Aires"), collectively "the Parties".

WHEREAS The University and the Magistrate Council of Buenos Aires wish to enter into a MOU to strengthen and improve the relation between both institutions, they here by agree as follows:

I. Purpose. To ensure mutual cooperation, for a common analysis and institutional investigation of the Strategic Planning being conducted by the Magistrate Council of Buenos Aires and to provide assistance regarding the design of the study and to strengthen the judicial organization *de la Ciudad Autónoma de Buenos Aires de la República Argentina* (*Autonomous City of Buenos Aires of the Argentine Republic*), UNDERSTANDING this agreement as a way to strengthen and improve the relation between both institutions;

AWARE of and watching the common interest of promoting bilateral relations and to deepen the knowledge on the operation of judicial systems and the corresponding areas of influence;

CONSIDERING both the common interest of both institutions in sharing information and experience in the legal area and the institutional matters involved in the Judiciary;

UNDERSTANDING this agreement as a way to highlight our essential role of guarantors of the magistracy's independence;

ACKNOWLEDGING the need to establish long-term bilateral relations and an adequate framework for sharing information and for the identification of methods and means for sharing experiences between both institutions, the parties agree as follows:

II. Term. This MOU shall have duration of two (2) years as from its execution, and it shall be deemed automatically extended for identical periods, if no party informs otherwise at least thirty (30) days before the expiration date for a maximum of six (6) years from the date of execution.

III. Roles and Responsibilities of the Parties. The University and the Magistrate Council of Buenos Aires agree as follows:

1. The Parties undertake to cooperate reciprocally, making their own resources available, willing to perform, to the extent of their own possibilities and the common objectives, all

SCHOOL OF PUBLIC AFFAIRS

4400 MASSACHUSETTS AVENUE, NW WASHINGTON, DC 20016-8159 202-885-2875 FAX: 202-885-2885

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the activities that contribute to studying, promoting and carrying out factual mechanisms to enhance the quality of the provision of justice in both venues.

2. The Parties agree that the mutual technical assistance and cooperation activities to be performed within the scope of this agreement, shall give rise to no commitment to make any special or extraordinary expense whatsoever, and that they shall be, instead, conducted by means of the human resources, movable assets, IT and materials available to each one of the entities that subscribe to the performance of activities, always respecting the balance conditions of each one of them. To that end, the Parties agree to discuss how they may share the use of facilities, technical and scientific staff, technological resources, publications and informational material.

3. The activities mentioned in section I. above shall have broad cooperation through:

- (a) the sharing of common experiences and information on the legal area, consultation and sharing of data and managing procedures;
- (b) the sharing of information and reciprocal assistance as to organization; powers and activities of both entities, through the organization of study visits and exchange among members of both institutions and their representatives;
- (c) the sharing of material and documentation prepared by both Parties, referred to the operating capacity and functioning of justice administration, useful for promoting development of both Parties, and for enhancing the quality of the provision of justice to citizens;
- (d) the cooperation and sharing of experiences among judges and officers, with the subsequent creation of study and comprehension opportunities;
- (e) the cooperation in other areas, always within the legal and judicial environment, of both Parties' interest.

4. The Parties shall be entitled to limit the scope of their interventions for each common work performed under this agreement, establishing forms and special conditions in the relevant specific agreement, which must actually reach the executive units.

5. Should any of the Parties provide partial cooperation to the activity that is under the responsibility of the other party, or any of its units, bodies or programs, such circumstance shall be stated in all documents, publications or information thereon.

6. For the purpose of establishing the methodology of the strategic planning, organization, coordination and performance of mutual cooperation activities to be developed under this agreement, and in order to assess fulfillment thereof, and fulfillment of the monitoring systems and indicators, the following officers are appointed to act as executive units: Caroline S. Cooper, Research Professor and Associate Director, Justice Programs Office, School of Public Affairs for the University, and the Executive Director (or Designee) of the Strategic Planning Center for the Magistrate Council of Buenos Aires.

7. The operational aspects regarding each activity to be developed shall be defined by means of supplementary Letter Agreements, which shall be part of this Agreement as operating exhibits and/or letter agreements by and between the same Parties. The individuals appointed to act as coordinators in the previous point shall be authorized to sign the Letter Agreements.

**IV. Submission of Documents.** Submission of the documentation giving rise to the activity arising herefrom and any subsequent agreements shall be made by electronic means, if possible.

**V. Retention of Administrative Autonomy of Each Party.** For all matters and facts regarding this Agreement, the Parties shall retain individuality and autonomy of their respective technical and administrative structures, thus undertaking the corresponding liabilities.

**VI. Advice from Other Entities.** The Parties shall be entitled to consider advice or intervention by other entities whose specific competence is of interest and useful for the purposes of this Agreement, such as the Washington School of Law of American University and the School of Law of the University of Buenos Aires.

**VII. Organizing Conferences on Subjects of Common Interest.** The Parties commit to discuss how they can work together to organize technical conferences and seminars on common interest subjects, also encouraging the exchange of experts from the different sectors. Based on the analysis so conducted, the Parties shall discuss the selection and designation of experts to prepare scientific papers, reports and other valuable documents.

**VIII. Financing Arrangements.** Financing of the programs and activities established as a result of this Agreement shall be agreed in writing among the Parties in due time, and each party shall approve in advance the relevant financial participation to be included in Supplements to this Agreement.

**IX. Compliance with Rules and Regulations.** The activities under this Agreement will be conducted in compliance with the rules and regulations of both institutions which are incorporated herein by this reference.

**X. Financial Responsibility.** In executing this MOU, neither party is undertaking any financial responsibility.

**XI. Termination.** Any party shall be entitled to rescind and/or terminate this Agreement, without any consequence, explaining its reasons or not, by giving the other party at least thirty (30) days prior notice. Rescission hereof shall not give any party the right to make claims of any nature whatsoever. If any special project included within the scope of the Letter Agreements to be signed is under course of performance, the rescission shall only be effective when performance of such project concludes.

**XII. Publication and Advertisement.** Both Parties agree that neither will use the name, trademark or logo, nor make any reference to the other or any of its components in any advertising or publications without the prior written consent of the other party. Any permission granted under this Agreement is for a non-exclusive, limited purpose related to the performance of this Agreement.

**XIII. Notice.** Every notice, demand, request, consent, approval or other communication which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be mailed by overnight or express mail or courier service or by mailing the same, registered or certified mail, first class postage and fees prepaid, return receipt requested, or shall be transmitted by hand delivery, telegram, or FAX, (if any additional copy is sent by overnight or express mail or courier service in addition to the FAX transmission), addressed as follows:

IF TO AMERICAN UNIVERSITY:

Dean  
School of Public Affairs  
American University  
4400 Massachusetts Avenue, NW  
Washington, DC 20016-8022

With a copy (which shall not constitute notice) to:

Caroline Cooper  
Research Professor and Associate Director  
Justice Programs Office  
School of Public Affairs  
American University  
4400 Massachusetts Avenue, NW  
Washington, D.C. 20016-8066

IF TO THE MAGISTRATE'S COUNCIL OF BUENOS AIRES:

President  
L. N. Alem 684  
City of Buenos Aires,  
Argentine Republic

**XIV. Independent Contractor.** Each party agrees that it will perform as an independent contractor and not as an agent or employee of the other party. Nothing in this MOU is intended to or shall be deemed to create a partnership or joint venture of any kind. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

**XV. Third-Party Rights.** This Agreement is between the Magistrate Council of Buenos Aires and the University and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third party.

**XVI. Warranty of Authority.** The persons who execute this Agreement represent and warrant that they have full and complete authority to enter into this Agreement on behalf of their respective institutions.

**XVII. Force Majeure.** Neither party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from, including without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any governmental or regulatory entity or authority, or labor disputes.

**XVIII. Waiver.** Any waiver by either party of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of any breach of the same or of any other term or condition of this Agreement.

**XIX. Severability.** The invalidity, unenforceability or waiver of any of the terms and conditions of this Agreement, shall not invalidate or affect the remainder of the Agreement, unless a provision that is vital for the other provisions or for the Agreement itself to remain in force is involved.

**XX. Amendment.** This Agreement may be amended or supplemented only in writing signed by the Magistrate Council of Buenos Aires and the University.

**XXI. Place of Execution and Dispute Resolution.** This Agreement will be deemed executed by the Parties through their representatives, each one at the domicile of its relevant office. It will be considered that this Agreement has entered into force once each party has received formal notice that the other party has received the relevant counterpart duly signed. Both Parties acknowledge that the terms of this Agreement are consistent with the law and that they do not violate any provisions of their relevant venues. Considering that there is no pecuniary commitment arising from this Agreement, the Parties agree to solve any conflict between them regarding this Agreement in a friendly manner. If no agreement is possible, the Parties shall submit the matter to mediation, according to the conditions to be agreed between them, before terminating the Agreement.

**XXII. Indemnification.** The Parties agree that it is in their mutual benefit to resolve all their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representative to work toward the resolution of any dispute, which may arise during the term of this agreement. The Parties agree that each shall indemnify, defend and hold harmless the other party for any loss, claim, damage, demand whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees, subcontractors, or affiliates. No consequential, liquidated, or special damages may be claimed against the other party. Each party hereby certifies that it has sufficient insurance or collateral to support this indemnification obligation.

**XXIII. Non-exclusive Agreement.** This agreement is non-exclusive and nothing in it shall be deemed to prohibit either party from entering into similar agreements with other entities for the same or similar purpose.

**XXIV. Entire Agreement.** The foregoing states the entire MOU between the parties, and supersedes any prior understanding, commitments, or agreements, oral or written. Upon signing by their duly authorized representatives, this MOU shall be deemed to be in effect and can only be changed in writing.

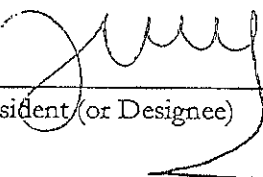
The foregoing, totaling five (5) pages, is a true and accurate translation into English of the original drafted in Spanish attached hereto that Caroline Cooper had before her, in Buenos Aires, on June 16, 2011.

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute this MOU effective on the date first written above (Effective Date).

FOR AMERICAN UNIVERSITY:

  
\_\_\_\_\_  
Scott A. Bass (Date) 11/4/11  
Provost

FOR THE MAGISTRATE COUNCIL OF BUENOS AIRES:

  
\_\_\_\_\_  
President (or Designee) (Date) 15/3/12



Memorandum of Understanding  
Between  
American University  
And  
Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires (Re-  
pública Argentina)

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WHEREAS The American University of Washington D.C and the Magistrate Council of Buenos Aires wish to enter into a Memorandum of Understanding to strengthen and improve the relation between both institutions, they here by agree as follows:

I. Purpose.

To ensure mutual cooperation, for a common analysis and institutional investigation of the Strategic Planning being conducted by the Magistrate Council of Buenos Aires and to provide assistance regarding the design of the study and to strengthen the judicial organization *de la Ciudad Autónoma de Buenos Aires de la República Argentina*, UNDERSTANDING this agreement as a way to strengthen and improve the relation between both institutions;

AWARE of and watching the common interest of promoting bilateral relations and to deepen the knowledge on the operation of judicial systems and the corresponding areas of influence;

CONSIDERING both the common interest of both institutions in sharing information and experience in the legal area and the institutional matters involved in the Judiciary; UNDERSTANDING this agreement as a way to highlight our essential role of guarantors of the magistracy's independence;

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GRISELDA R  
TRADUCTOR  
IDIOMA  
TP XVII  
5/11/2011



### III. Roles and Responsibilities of the Parties:

The University and the Magistrate Council of Buenos Aires agree as follows:

1. The parties undertake to cooperate reciprocally, making their own resources available, willing to perform, to the extent of their own possibilities and the common objectives, all the activities that contribute to studying, promoting and carrying out factual mechanisms to enhance the quality of the provision of justice in both venues.
2. The parties agree that the mutual technical assistance and cooperation activities to be performed within the scope of this agreement, shall give rise to no commitment to make any special or extraordinary expense whatsoever, and that they shall be, instead, conducted by means of the human resources, movable assets, IT and materials available to each one of the entities that subscribe to the performance of activities, always respecting the balance conditions of each one of them. To that end, the parties agree to discuss how they may share the use of facilities, technical and scientific staff, technological resources, publications and informational material.
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7. The operational aspects regarding each activity to be developed shall be defined by means of supplementary Letter Agreements, which shall be part of this Agreement as





operating exhibits and/or letter agreements by and between the same parties. The individuals appointed to act as coordinators in the previous point shall be authorized to sign the Letter Agreements.

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Submission of the documentation giving rise to the activity arising herefrom and any subsequent agreements shall be made by electronic means, if possible.

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For all matters and facts regarding this Agreement, the parties shall retain individuality and autonomy of their respective technical and administrative structures, thus undertaking the corresponding liabilities.

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Poder Judicial de la Ciudad de Buenos Aires  
Consejo de la Magistratura

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If TO AMERICAN UNIVERSITY:

Dean  
School of Public Affairs  
American University  
4400 Massachusetts Avenue, NW  
Washington, DC 20016

With a copy (which shall not constitute notice) to:

Caroline Cooper  
Research Professor and Associate Director  
Justice Programs Office  
School of Public Affairs  
American University  
4400 Massachusetts Avenue, NW  
Washington, D.C. 20016-8066

If TO the Magistrate's Council of Buenos Aires:

President  
L. N. Alem 684  
City of Buenos Aires,  
Argentine Republic



Poder Judicial de la Ciudad de Buenos Aires  
Consejo de la Magistratura

**XIV. Independent Contractor.**

Each party agrees that it will perform as an independent contractor and not as an agent or employee of the other party. Nothing in this MOU is intended to or shall be deemed to create a partnership or joint venture of any kind. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

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This Agreement is between the Magistrate Council and American University and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third party.

**XVI. Warranty of Authority.**

The persons who execute this Agreement represent and warrant that they have full and complete authority to enter into this Agreement on behalf of their respective institutions.

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Neither party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from, including without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any governmental or regulatory entity or authority, or labor disputes.

**XVIII. Waiver.**

Any waiver by either party of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of any breach of the same or of any other term or condition of this Agreement.

**XIX. Severability**

The invalidity, unenforceability or waiver of any of the terms and conditions of this Agreement, shall not invalidate or affect the remainder of the Agreement, unless a provision that is vital for the other provisions or for the Agreement itself to remain in force is involved.

**XX. Amendment.**

This Agreement may be amended or supplemented only in writing signed by the Magistrate Council and the University.

**XXI. Place of execution and dispute resolution**

This Agreement will be deemed executed by the parties through their representatives, each one at the domicile of its relevant office. It will be considered that this Agreement has entered into force once each party has received formal notice that the other party has received the relevant counterpart duly signed. Both parties acknowledge that the terms of this Agreement are consistent with the law and that they do not violate any



Poder Judicial de la Ciudad de Buenos Aires  
Consejo de la Magistratura

provisions of their relevant venues. Considering that there is no pecuniary commitment arising from this Agreement, the parties agree to solve any conflict between them regarding this Agreement in a friendly manner. If no agreement is possible, the parties shall submit the matter to mediation, according to the conditions to be agreed between them, before terminating the Agreement.

**XXII. Indemnification.**

The parties agree that it is in their mutual benefit to resolve all their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representative to work toward the resolution of any dispute, which may arise during the term of this agreement. The parties agree that each shall indemnify, defend and hold harmless the other party for any loss, claim, damage, demand whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees, subcontractors, or affiliates. No consequential, liquidated, or special damages may be claimed against the other party. Each party hereby certifies that it has sufficient insurance or collateral to support this indemnification obligation.

**XXIII. Non-exclusive Agreement.** This agreement is non-exclusive and nothing in it shall be deemed to prohibit either party from entering into similar agreements with other entities for the same or similar purpose.

**XXIV. Entire Agreement.** The foregoing states the entire MOU between the parties, and supersedes any prior understanding, commitments, or agreements, oral or written.

Upon signing by their duly authorized representatives, this MOU shall become a mutually binding agreement by and between the University and the Magistrate Council of Buenos Aires and can only be changed in writing.

In witness whereof, at the place and time mentioned hereinabove, the representatives of the parties and the *liaison* officers appointed sign this Agreement, in four (4) counterparts, two (2) in the English language and two (2) in the Spanish language, all with a same effect. One (1) counterpart in each language is delivered in hand to each one of the parties.

FOR AMERICAN UNIVERSITY:

\_\_\_\_\_  
Scott A. Bass, Provost for Graduate Studies and Research  
(Date)

FOR the Magistrate Council of Buenos Aires

\_\_\_\_\_  
(Date)

TRADUCCIÓN PÚBLICA -----  
-----

Memorando de Entendimiento-----

entre-----

la American University -----

y-----

el Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires (República Argentina) -----  
-----

El presente Memorando de Entendimiento se celebra el (*en blanco*) 2011, (“Fecha de Entrada en Vigor”), entre la American University (“la Universidad”), una institución de educación superior sin fines de lucro formada por ley, ubicada en 4400 Massachusetts Avenue, N.W. Washington, D.C. 20016, a través de su Oficina de Programas en Justicia de la Facultad de Relaciones Públicas; y el Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires de la República Argentina (“el Consejo”), conjuntamente, “las Partes”.-----  
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POR CUANTO, la American University de Washington D.C y el Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires desean suscribir un Memorando de Entendimiento para fortalecer y mejorar la relación entre ambas instituciones; luego, por el presente acuerdan lo siguiente: -----  
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**I. Objeto.** -----

Con la finalidad de garantizar colaboración recíproca para un común análisis e investigación institucional de la Planificación Estratégica llevada a cabo por el Consejo de la Magistratura de la Ciudad Autónoma de Buenos Aires y para prestar colaboración referida al diseño del estudio y fortalecer la organización judicial de la Ciudad Autónoma de Buenos Aires de la República Argentina,-----

ENTENDIENDO reforzar y mejorar las relaciones entre las dos instituciones; -----

CONSCIENTES y atentos al interés común de promover las relaciones bilaterales así como profundizar el conocimiento del funcionamiento de los sistemas judiciales de las respectivas áreas de influencia; -----  
-----

TENIENDO EN CONSIDERACIÓN el interés común de las dos instituciones de intercambiarse informaciones y experiencias en el área del derecho y en los temas institucionales de la Justicia; -----

ENTENDIENDO subrayar el rol fundamental de garantes de la independencia de la magistratura; -----

RECONOCIENDO la necesidad de establecer relaciones bilaterales a largo plazo y un apropiado marco para el intercambio de informaciones y la identificación de métodos e instrumentos de intercambio de experiencias entre las dos instituciones, las Partes acuerdan lo siguiente: -----

## II. Plazo. -----

El presente Memorando de Entendimiento se estipula con una duración de dos (2) años a partir de su firma, y se considera automáticamente prorrogado por períodos idénticos si ninguna de las partes informa su voluntad en contrario con un preaviso de, por lo menos, treinta (30) días antes de la fecha de vencimiento, por un máximo de seis (6) años desde la fecha de celebración. -----

## III. Funciones y Responsabilidades de las Partes: -----

La Universidad y el Consejo de la Magistratura de la Ciudad de Buenos Aires acuerdan lo siguiente: -----

1. Las partes se comprometen a colaborar entre sí, colocando a disposición sus propios recursos, aptos para cumplir, en la medida de sus propias posibilidades y de los objetivos comunes, todas las actividades que contribuyan a estudiar, promover y realizar mecanismos de hecho para elevar la calidad del servicio de justicia en ambas jurisdicciones. -----

2. Las partes acuerdan que las actividades de colaboración y asistencia técnica recíproca a ser realizadas en el ámbito del presente acuerdo, no determinarán algún compromiso de gasto especial o extraordinario, siendo en cambio conducidas mediante los recursos humanos, mobiliarios, informáticos y materiales a disposición de cada uno de los organismos que adhieran al acto de realización de actividades, respetando las condiciones de balance de cada uno de ellos. A tal fin, las partes acuerdan conversar el

modo en que podrán compartir el uso de las infraestructuras, personal técnico y científico, recursos tecnológicos, publicaciones y material divulgativo.-----

3. Las actividades indicadas en el punto I.) tendrán una amplia colaboración mediante:

a) el intercambio de experiencias comunes e informaciones en el área del derecho, de consulta y compartir datos y procedimientos de gestión;-----

b) intercambio de información y recíproca asistencia en materia de organización; poderes y actividades de ambos organismos, mediante la organización de visitas de estudio e intercambio entre los miembros de las dos instituciones y entre sus representantes; ----

c) intercambio de material y documentación preparada por las dos instituciones y referida a la operatividad y al funcionamiento de la administración de justicia, útil para la promoción del desarrollo de las dos instituciones y para elevar la calidad de las prestaciones del servicio de justicia al ciudadano;-----

d) cooperación e intercambio de experiencias entre los magistrados y los funcionarios con la consiguiente creación de oportunidades de estudio y de comprensión;-----

e) cooperación en otras áreas, siempre en el ámbito jurídico y judicial, de interés para ambas partes.-----

4. Las partes podrán limitar la entidad de sus intervenciones para cada trabajo común que se realice en el marco del presente acuerdo, estableciendo modelos y condiciones especiales en el correspondiente acuerdo específico, que debe llegar efectivamente a las unidades ejecutivas.-----

5. En caso que una de las partes preste colaboración parcial a la actividad propia de la otra parte, o de cualquiera de sus unidades, organismos o programas dependientes, se informará de dicha circunstancia en todos los documentos, publicaciones o divulgaciones que se realicen de la misma.-----

6. Con el fin de establecer la metodología de la planificación estratégica, organización, coordinación y ejecución de las actividades de colaboración recíproca a ser realizadas en el marco del presente acuerdo y para la evaluación de su cumplimiento, de los sistemas de monitoreo y de los indicadores, se nombran, como unidades ejecutivas, a los siguientes funcionarios: Caroline S. Cooper, Profesora de Investigación y Directora Asociada, Oficina de Programas en Justicia, Facultad de Relaciones Públicas, por la Universidad, y el Centro de Planificación Estratégica, por el Consejo de la Magistratura de la Ciudad de Buenos Aires.-----

7. Los aspectos operativos correspondientes a cada actividad a realizar, serán definidos mediante Actas-Acuerdo complementarias que formarán parte del presente Acuerdo con carácter de adjuntos operativos y/o de actas-compromiso entre las mismas partes. Están autorizados a firmar las Actas-Acuerdo las personas nombradas como coordinadores en el punto anterior.-----  
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**IV. Remisión de Documentos.** -----

La transmisión de la documentación que dé lugar a la actividad resultante del presente acuerdo y los sucesivos pactos se realizará mediante medios electrónicos, cuando esto sea posible. -----  
-----

**V. Retención de la Autonomía Administrativa de cada una de las Partes.** -----

Para todos los asuntos o hechos que tengan relación con este Acuerdo las partes mantendrán la individualidad y autonomía de sus respectivas estructuras técnicas y administrativas, asumiendo, por lo tanto, las correspondientes responsabilidades. -----  
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**VI. Asesoramiento por parte de Otras Entidades.** -----

Las partes podrán considerar la consultoría o la intervención de otros organismos cuyas competencias especiales resulten de interés y utilidad a los fines del presente Acuerdo, como la Washington School of Law de la American University y la Facultad de Derecho de la Universidad de Buenos Aires. -----  
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**VII. Organización de Conferencias sobre Asuntos de Interés Común.** -----

Las partes se comprometen a conversar la forma en que pueden trabajar en conjunto para organizar seminarios y conferencias técnicas sobre temáticas de interés común, alentando también el intercambio de expertos de los diversos sectores. En base a los análisis así realizados, las partes conversarán la selección y designación de expertos para elaborar trabajos científicos, informes y otras importantes colaboraciones. -----  
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**VIII. Acuerdos de Financiamiento.** -----



La financiación de los programas y de las actividades previstas según el presente Acuerdo será, oportunamente, acordada entre las partes cada una de las cuales deberá dar previamente su aprobación a la respectiva participación financiera. -----  
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**IX. Cumplimiento Normativo.** -----

Las actividades contempladas en el presente Acuerdo serán llevadas a cabo de conformidad con la normativa y reglamentaciones de ambas instituciones, que quedan incorporadas por referencia al presente instrumento. -----  
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**X. Obligaciones Financieras.** -----

Ninguna de las partes asume obligación financiera alguna al celebrar el presente Memorando de Entendimiento. -----  
-----

**XI. Extinción.** -----

Cada una de las partes podrá rescindir y/o resolver este acuerdo sin consecuencias, con o sin explicar sus razones, mediante preaviso a la otra parte realizado con una anticipación de por lo menos treinta (30) días. La rescisión de este acuerdo no dará derecho a las partes a realizar reclamos de ninguna naturaleza. En caso que estuviera en curso la ejecución de algún proyecto especial incluido en el marco de las Actas-Acuerdo a ser firmadas, la rescisión podrá verificarse solamente cuando haya sido concluida la realización del citado proyecto. -----  
-----

**XII. Publicación y Publicidad.** -----

Cada una de las partes acuerda que no utilizará el nombre, marca o logo de la otra, ni hará referencia a la otra, ni a ninguno de sus componentes, en ninguna publicación o publicidad que realice, sin previo consentimiento de dicha otra parte otorgado por escrito. Todo permiso acordado en virtud de este Acuerdo se otorgará a efectos limitados y en forma no exclusiva, y estará referido al cumplimiento del presente. -----  
-----

**XIII. Notificaciones.** -----

Toda notificación, intimación, pedido, consentimiento, aprobación u otra comunicación que pueda o deba ser cursada, diligenciada o enviada por una parte a la otra en virtud del presente Acuerdo, será emitida por escrito y será enviada por correo 24 hs., correo

expreso o servicio de courier, o por correo certificado o registrado de primera clase con gastos postales pagos y con acuse de recibo, o será entregada en mano, comunicada por telegrama o Fax (en caso de enviarse una copia adicional por correo 24 hs., correo expreso o servicio de courier además de la transmisión por Fax), a los siguientes domicilios: -----  
-----

A la AMERICAN UNIVERSITY: -----  
-----

Dean -----

School of Public Affairs -----

American University-----

4400 Massachusetts Avenue, NW -----

Washington, DC 20016-----

Con copia (la cual no revestirá el carácter de notificación) a: -----

Caroline Cooper-----

Research Professor and Associate Director-----

Justice Programs Office -----

School of Public Affairs-----

American University-----

4400 Massachusetts Avenue, NW -----

Washington, D.C. 20016-8066 -----  
-----

Al Consejo de la Magistratura de la Ciudad de Buenos Aires: -----

Presidente -----

L. N. Alem 684 -----

Ciudad de Buenos Aires, -----

República Argentina -----  
-----  
-----

**XIV. Contratistas Independientes.** -----

Cada una de las partes manifiesta que actuará como un contratista independiente, y no como representante ni empleada de la otra. Ninguna parte del presente Memorando de Entendimiento tiene por objeto, ni se entenderá en el sentido de, crear una asociación o

*joint venture* de ninguna clase. Ninguna de las partes tendrá facultades para obligar o comprometer a la otra, a ningún efecto, ni intentará hacerlo, salvo por lo expresamente establecido en el presente. -----  
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**XV. Derechos de Terceros.** -----

El presente Acuerdo se celebra entre el Consejo de la Magistratura y la American University y no será interpretado ni entendido en el sentido de conferir derechos de ningún tipo a ningún estudiante ni a ningún otro tercero. -----  
-----

**XVI. Garantía de Facultades Suficientes.** -----

Las personas que firman el presente Acuerdo manifiestan y garantizan tener facultades plenas para celebrarlo en representación de sus respectivas instituciones. -----  
-----

**XVII. Fuerza Mayor.** -----

Ninguna de las partes será responsable por la demora u omisión en el cumplimiento de sus obligaciones en virtud del presente Acuerdo cuando dicha demora u omisión surja, a mero título enunciativo, de caso fortuito, incendio, inundación, guerra, explosión, sabotaje, terrorismo, bloqueo, conmoción civil, actos u omisiones de entidades o autoridades gubernamentales o de contralor, o conflictos laborales. -----  
-----

**XVIII. Dispensa.** -----

La dispensa de una parte respecto del incumplimiento de alguno de los términos o condiciones de este Acuerdo no se entenderá como una renuncia a dicho término o condición, ni a otros términos o condiciones, del presente Acuerdo. -----  
-----

**XIX. Divisibilidad.** -----

La invalidez, inexigibilidad o renuncia a los términos y condiciones de alguna cláusula de este Acuerdo, no invalidará ni afectará la validez del resto del Acuerdo, excepto que se trate de alguna cláusula indispensable para la vigencia de otras, o del Acuerdo mismo. -----  
-----

**XX. Modificaciones.** -----

Este Acuerdo podrá ser modificado o complementado únicamente por escrito, y el instrumento pertinente deberá ser firmado por el Consejo de la Magistratura y la Universidad. -----  
-----

**XXI. Lugar de celebración y resolución de conflictos.** -----

Se entenderá que el presente Acuerdo es suscripto por las partes mediante sus representantes, cada uno en el lugar de residencia de cada parte, y que entra en vigencia una vez que ambas partes hayan sido formalmente notificadas de que la otra ha recibido el ejemplar debidamente firmado. Ambas partes declaran que los términos del presente acuerdo se corresponden con el ordenamiento jurídico y que no vulneran ninguna disposición de sus respectivas jurisdicciones. En virtud de no existir compromisos patrimoniales que se deriven del presente Acuerdo, cualquier conflicto que a su respecto se suscite entre las partes, éstas se comprometen a resolverlo amigablemente y, si no se llegare a un acuerdo, someterán las diferencias a mediación, en las condiciones en que las partes pacten, como paso previo a dejar sin efecto el Acuerdo. -----  
-----

**XXII. Indemnidad.** -----

Las partes acuerdan que redundará en su propio beneficio resolver amigablemente toda diferencia o conflicto que pudiera surgir entre ellas. En consecuencia, cada una de las partes acuerda contactar al representante designado por la otra para resolver todo conflicto que pudiera surgir durante el término de este acuerdo. Cada una de las partes acuerda que mantendrá indemne a la otra respecto de toda pérdida, reclamo, daño o exigencia, sea a los bienes reales o personales, que resulte de su culpa o de la culpa de sus funcionarios, directores, representantes, empleados, sub-contratistas o personas vinculadas. La parte afectada no podrá reclamar daños consecuentes, tasados ni especiales de la otra. Por el presente cada una de las partes certifica contar con seguro o bienes suficientes para cubrir la presente obligación de indemnidad. -----  
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**XXIII. Acuerdo no exclusivo.** -----

El presente acuerdo no es exclusivo y ninguna de sus partes podrá entenderse en el sentido de prohibir a las partes celebrar acuerdos similares con otras entidades a efectos iguales o similares. -----  
-----

XXIV. Acuerdo Total. -----  
Lo que antecede constituye el Memorando de Entendimiento completo entre las partes,  
y revoca todo entendimiento, compromiso o acuerdo anterior, oral o escrito. -----

-----  
Al ser firmado por sus representantes debidamente autorizados, el presente Memorando  
de Entendimiento se convertirá en un acuerdo mutuamente vinculante entre la Univer-  
sidad y el Consejo de la Magistratura de la Ciudad de Buenos Aires, y sólo podrá ser  
modificado por escrito. -----

-----  
En el lugar y fecha indicados "ut-supra", en fe de lo cual suscriben el presente los re-  
presentantes de las partes y los funcionarios de enlace nombrados, mediante la firma de  
cuatro (4) ejemplares, dos (2) en idioma inglés y dos (2) en idioma español, teniendo  
todos el mismo contenido con la misma finalidad, entregándose un (1) ejemplar por  
cada idioma en mano a cada una de las partes. -----

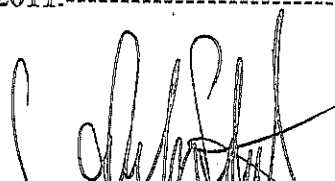
-----  
Por la AMERICAN UNIVERSITY:-----  
Scott A. Bass, Director de Investigación y Estudios de Posgrado-----  
(Fecha) -----

-----  
Por el CONSEJO DE LA MAGISTRATURA DE LA CIUDAD DE BUENOS AIRES  
(en blanco)-----  
(Fecha) -----

-----  
La que antecede, en un total de nueve (9) carillas, es traducción fiel al español de  
las partes pertinentes del documento adjunto en idioma inglés, que tuve ante mí,  
en Buenos Aires, a los 11 días del mes de noviembre de 2011.-----

PERROTTA  
PÚBLICA  
INGLES  
º 154  
Nº 3555

CONSEJO DE TRADUCTORES PÚBLICOS  
DE LA CIUDAD DE BUENOS AIRES  
Corresponde a la Legalización  
Nº 2.8560/11  
CARLOS CHRISTIAN CHÁVEZ

  
GRISELDA R. PERROTTA  
TRADUCTORA PÚBLICA  
IDIOMA INGLÉS  
Tº XVII Fº 154  
CIRCULO Nº 3555



# COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES

REPÚBLICA ARGENTINA  
LEY 20.305

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En la presente, el COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES, en virtud de la facultad que le confiere el artículo 10, inc.d) de la ley 20.305, certifica únicamente que la firma y el sello que aparecen en la traducción adjunta concuerdan con los correspondientes

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que obran en los registros de esta institución en el folio 154 del Tomo 17 en el idioma INGLÉS

Legalización Número: 88560

Buenos Aires, 11/11/2011

  
MARCELO F. SIGALOFF  
Gerente de Legalizaciones  
Colegio de Traductores Públicos  
de la Ciudad de Buenos Aires

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THIS CERTIFICATION IS NOT VALID WITHOUT THE PERTINENT CONTROL STAMP ON THE LAST PAGE OF THE TRANSLATION ATTACHED HERETO.

Vu par le COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Ordre de Traducteurs Officiels de la ville de Buenos Aires), en vertu des attributions que lui ont été accordées par l'article 10, alinéa d) de la Loi n° 20.305, pour la seule légalisation matérielle de la signature et du sceau du Traductor Público (Traducteur Officiel) apposés sur la traduction du document ci-joint, qui sont conformes à ceux déposés aux archives de cette Institution.

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Poravés da presente, o COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Colégio de Tradutores Públicos da Cidade de Buenos Aires), no uso de suas atribuições, de conformidade com o artigo 10, alínea "d", da Lei 20.305, certifica unicamente que a assinatura e o carimbo do Traductor Público (Tradutor Público) que subscreve a tradução anexa conferem com a assinatura e o carimbo arquivados nos registros desta instituição.

A PRESENTE LEGALIZAÇÃO SÓ SERÁ CONSIDERADA VÁLIDA COM A CORRESPONDENTE CHANCELA MECÂNICA APOSTA NA ÚLTIMA FOLHA DA TRADUÇÃO

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