



Presidencia de la República del Paraguay  
Consejo de Defensa Nacional  
*Instituto de Altos Estudios Estratégicos*

## **FRAMEWORK AGREEMENT FOR COLLABORATION BETWEEN THE INTER-AMERICAN DEFENCE COLLEGE (IADC) AND THE INSTITUTE FOR ADVANCED STRATEGIC STUDIES OF PARAGUAY (IAEE).**

Let this document called Framework Agreement for Collaboration be held, on the one hand, by the **INSTITUTE OF HIGH STRATEGIC STUDIES** , identified with RUC No. 80020728-9, with legal address at Avenida Mariscal Francisco Solano López and 22 de septiembre - Building of the Ministry of National Defense. Block "B" - 4th Floor. Asunción-Paraguay, duly represented by its General Director, Aeronautical Division General Edwin Ramón Martínez González, identified with Identity Document No. **1,054,296**, Appointed by Presidential Decree No. 932 dated December 26, 2023, who will hereinafter be referred to as **IAEE**; and on the other party **THE INTER-AMERICAN DEFENSE COLLEGE OF THE UNITED STATES OF AMERICA** with legal address, for the purposes of compliance with this Framework Agreement, 210 B Street SW Bldg. . 52, Fort Lesley J. McNair Washington, DC 20319-5008 (United States of America). Email : [iadc\\_protocol@iadc.edu](mailto:iadc_protocol@iadc.edu) , duly represented by its Director and Commander Major General of the American Army Richard J. Heitkamp , Appointed by Resolution No. 250/2023, dated January 24, 2023, approved at the regular meeting of the Council of Delegates of the Inter-American Defense Board, held on January 24, 2023, who will hereinafter be referred to as **the CID** , and who will jointly be referred to as **THE PARTIES**, under the following terms and conditions:

### **FIRST CLAUSE: LEGAL BASIS**

#### **1.1. On behalf of the CID – USA**

##### **1.1.1 Statute of the Inter-American Defense Board (IADB).**

Art. 2. Purpose. The purpose of the IADB is to provide the OAS and its Member States with technical, educational and consulting services and matters related to military and defense issues in the hemisphere, in order to contribute to the fulfillment of the security policy in accordance with the OAS Charter.

##### **1.1.2 IADB Statute. CAP.VI. Inter-American Defense College (IADC).**

Art. 22. The function of the CID is to develop and provide assistance to military and civilian officials of OAS Member States for advanced academic courses related to military and defense issues, the inter-American system, and related disciplines.

#### **1.2. On behalf of the IAEE - Paraguay**





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- 1.2.1 National Constitution of the Republic of Paraguay.
- 1.2.2 Law No. 9/68 Creating the National War College, dependent on the National Defense Council
- 1.2.3 Law No. 1485/99 That modifies the name of the National War College to the ***INSTITUTE OF HIGH STRATEGIC STUDIES***
- 1.2.4 Law No. 2328/03, which recognizes the Institute of Advanced Strategic Studies as a higher education institute of the public sector and to implement postgraduate programs in strategic studies and to issue master's degrees in said career.
- 1.2.5 Law No. 5409/15, which in its Article 1 recognizes the Institute of Advanced Strategic Studies as a Higher Institute of Public Management and, in its Article 2, empowers the IAEE, as an Institute of Higher Education, to develop postgraduate programs in strategic studies related to Defense and National Development.
- 1.2.6 Law No. 4995 on Higher Education that regulates higher education as part of the national education system.
- 1.2.7 Executive Decree No. 5133/05 establishing the Organic Regulations of the Institute of Advanced Strategic Studies.
- 1.2.8 Resolutions of the National Council of Higher Education (CONES) that enable the following programs offered by the IAEE:
  - 1.2.8.1 No. 506/2020 – Doctorate in National Defense, Development and Strategic Security.
  - 1.2.8.2 No. 264/2016 – Master's Degree in National Strategic Planning and Management.
  - 1.2.8.3 No. 456/2016 – Specialization in Strategic Intelligence
  - 1.2.8.4 No. 021/2019 – Specialization in Cybersecurity and Strategic Cyber defense
  - 1.2.8.5 No. 397/2018 – Strategic Leadership Training.
- 1.2.9 Academic Rules governing the operation of the Institute for Advanced Strategic Studies.

## **SECOND CLAUSE: OF THE PARTIES**

**The IAEE** is a higher education institution whose mission is to train leaders with a solid theoretical, practical and methodological training that allows them to acquire knowledge of high scientific and social value, in accordance with the requirements of the Paraguayan State and national interests.

**The IAC** is a higher academic institution that operates under the auspices of the Organization of American States (OAS) and constitutes the academic component of the Inter-American Defense Board (IADB). It has the academic freedom and autonomy considered indispensable for the





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fulfillment of its mission of enriching intellectual capacities and developing critical thinking skills, recognizing the statute of the IADB, the directives of the Council of Delegates, and the specific legal situation of each member country. The mission of the IAC is to prepare military officers, national police officers, and civil servants of the member states of the OAS, to serve as advisors and in the future assume high-level strategic positions in their governments, through advanced and graduate level academic programs in defense, security, and related disciplines focused on the hemisphere.

### **THIRD CLAUSE: PURPOSE**

The main purpose of this Framework Agreement is to provide cooperation and mutual assistance between the parties, in order to strengthen reciprocal relations for the development of activities, programs and projects aimed at issues of common interest between the parties, within the scope of their respective competences and legislation.

### **FOUR CLAUSE: COMMITMENTS OF THE PARTIES**

- a) Cooperate reciprocally for the training, specialization and/or capacity building of Human Talent.
- b) To cooperate reciprocally in matters related to teaching activities between both institutions.
- c) Exchange of materials, publications and information.
- d) Develop projects of common interest, educational, scientific and others under this Framework Agreement.
- e) Cooperate reciprocally in research activities on issues related to the interests of both institutions.
- f) And other modalities mutually agreed upon by the Participants.

### **FIVE CLAUSE: SPECIFIC AGREEMENTS**

As a result of this cooperation agreement, **THE PARTIES** may enter into specific agreements based on the activities, programs or projects they approve. These agreements will specify those responsible, objectives, term, sphere of influence, necessary financial resources, obligations, **THE PARTIES** and other relevant aspects.





#### **SIX CLAUSE: APPOINTMENT OF COORDINATORS**

**THE PARTIES** undertake to appoint a Coordination Committee composed of one member from each institution, whose main function will be to supervise the executive part of this Agreement.

**THE PARTIES** agree to appoint the following officials as coordinators of this agreement.

- a) **IAEE** coordinator: Academic Director and Head of the Department of Research and Academic Extension.
- b) As **CID** coordinator : Head and Deputy Head of Studies, the Head of the Records and Admissions Division and the Academic Coordinator of the Faculty

In the event of a change of responsible coordinator, the Parties must notify the other Party in writing, mentioning the name of the appointed responsible coordinator.

#### **SEVENTH CLAUSE: EQUIPMENT AND FACILITIES.**

The **IAEE** and the **CID** may assign to scientific, professional and/or technical personnel, in accordance with plans drawn up by mutual agreement, the equipment and facilities that are considered appropriate for the fulfillment of the undertakings or programs.

#### **EIGHT CLAUSE: OF THE VALIDITY OF THIS AGREEMENT**

- 8.1. This Interinstitutional Agreement will be valid for three (03) years, which will begin from the date of its signing. It may be renewed by agreement between **THE PARTIES**, in which case the addendum will be drafted no less than 30 calendar days prior to the date of conclusion of this Agreement.
- 8.2. For its renewal, an express written agreement duly signed by **THE PARTIES is required**, with a positive evaluation and report from the Coordinators of the execution of the previous Agreement.
- 8.3. If this Framework Agreement expires, the Specific Agreements in execution will still exist, which will continue to be developed until their completion or may be terminated by mutual written agreement of **THE PARTIES**. Likewise, they will collaborate and provide the necessary facilities for the development of the projects, activities and/or other tasks that are developed as part of the Specific Agreements to be signed, which are determined by mutual agreement.





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#### **NINE CLAUSE: FINANCING**

It is expressly established that these commitments do not constitute any type of financial support from the institutions, and therefore will not incur any expenses.

#### **TEN CLAUSE: INTELLECTUAL PROPERTY**

In all cases, the original or derived intellectual property of the works or research projects developed by **THE PARTIES will be strictly respected**. In all publications or events held, it will be stated that they originate from this Agreement, to which the logo of the institutions must be added. In cases where the data and reports derived from this Agreement are considered to be reserved for **THE** signatory PARTIES, they may only be used for other purposes with prior express authorization.

#### **ELEVENTH CLAUSE: CONFIDENTIALITY AND HANDLING OF INFORMATION.**

**THE PARTIES** undertake to handle confidential and/or sensitive information discreetly and in a restricted manner, which they may have access to within the framework of the development of this Agreement. In this regard, any restricted or confidential information shared, whether it comes from the administration of databases, similar agreements signed with third parties, ongoing scientific developments that are not yet publicly available, or specific information on projects or developments involved, may not be disclosed without the express written consent of the parties.

**THE PARTIES** declare that they are aware of the duty of confidentiality that governs both institutions, for which reason they declare confidentiality regarding the information that is exchanged and that is subject to these restrictions and will take care in distributing it to the members related to the work in progress and/or those natural or legal persons who need to access it to carry out tasks related to the stated objectives.

#### **TWELFTH CLAUSE: ASSIGNMENT**

The execution of this agreement may not be partially or totally transferred to a third party without the prior, express and written authorization of both parties.

#### **THIRTEENTH CLAUSE: ON ADVERTISING**

**THE PARTIES** may use information, logos and names for the sole and exclusive purpose of advertising the actions arising from this agreement, through the channels they consider effective.





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#### **FOURTEENTH CLAUSE: ANTI-CORRUPTION**

**THE PARTIES** will not accept any offer, gift, payment or consideration of benefit of any kind, whether directly or indirectly, through the Institutional Coordinators or any other person, for the fulfillment or non-fulfillment of the clauses established in the agreement.

**THE PARTIES** will conduct themselves with honesty, probity, truthfulness and integrity and will not commit illegal or corrupt acts, directly or indirectly.

**THE PARTIES** shall refrain from any practice or action that is not in accordance with or not contemplated in the regulations or that may call into question their professional and/or moral quality before any public or private authority, the media or any third party.

**THE PARTIES** declare that during the process of negotiation and formalization of this agreement, no event, situation or fact has arisen that involves any indication of corruption that could affect the commitments assumed upon signing this agreement.

It is expressly established by this agreement that if it is verified that any of **THE PARTIES** fails to observe the provisions of the aforementioned precedents of this clause, this agreement shall be terminated by operation of law.

#### **FIFTEENTH CLAUSE: ADDRESS**

For the purposes of this Agreement, **THE PARTIES** establish as their addresses those stated in the introduction to the same. Any change of address will be communicated in writing to the other party with (10) calendar days in advance of the entry into force of the new established address. If this requirement is not met, communications sent to the addresses indicated above will be considered correctly sent. Communications sent to addresses other than those established in this clause will be considered not sent.

#### **SIXTEENTH CLAUSE: OF MODIFICATIONS AND/OR EXTENSIONS**

By mutual agreement, **THE PARTIES** may modify or expand the terms of this framework agreement by signing addenda based on which the respective actions will be coordinated to meet the objectives and commitments of **THE PARTIES**.

#### **SEVENTEENTH CLAUSE: OF THE RESOLUTION**

**THE PARTIES** may terminate this agreement with no less than thirty (30) calendar days' notice. The termination will become effective on the date indicated in the documentation.





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It may be resolved in the following cases:

- 17.1. By agreement between **THE PARTIES**, which must be expressed in writing.
- 17.2. Due to unforeseen circumstances or force majeure, that makes compliance impossible.
- 17.3. For unjustified non-compliance with any of the commitments assumed by **THE PARTIES**, the affected party must notify the other party so that within a period of thirty (30) days it complies with the commitments assumed. Otherwise, the affected party will be authorized to terminate this agreement.
- 17.4. The resolution will not affect the fulfilment of pending commitments, which must be carried out until their completion.

**EIGHTEENTH CLAUSE: NON-EXCLUDING CONDITION.**

The Agreement does not exclude the signing of bilateral and/or multilateral agreements and conventions between **THE PARTIES** that form part of it and other public, private and civil society organizations, whether national or international, for the realization of activities similar and/or complementary to this agreement.

**NINETEENTH CLAUSE: USE OF PERSONAL DATA**

**THE PARTIES** will not misuse the information provided by the other party; in relation to personal data that may be made known; unless they have the express authorization of the same, in accordance with the Data Protection Law.

**TWENTIETH CLAUSE: DISPUTE AND JURISDICTION.**

**THE PARTIES** agree that any dispute arising from the interpretation, validity or application of this Agreement shall be resolved in a friendly manner. In order to resolve any conflicts that cannot be resolved amicably by the parties, they shall submit to the jurisdiction and competence of the appropriate bodies for each purpose.

This Agreement constitutes the entire agreement between **THE PARTIES** and any change or modification thereto must be made by means of the corresponding Addendum in writing and signed by both parties, which will form a constitutive part, as an annex, of this document.

As a sign of full acceptance and absolute conformity, **THE PARTIES** sign four (04) copies of this Agreement, two (02) in Spanish and two (02) in English on October 22, 2024.





**BY THE INTER-AMERICAN  
DEFENSE COLLEGE**

**(IADC)**

**MAJOR GENERAL**

**RICHARD J. HEITKAMP**

**DIRECTOR AND COMMANDER**



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**BY THE INSTITUTE OF ADVANCED  
STRATEGIC STUDIES**

**(IAEE)**

**GRAL. DIV AER**

**EDWIN RAMON MARTINEZ GONZALEZ**

**DIRECTOR**