

University for Peace

Universidad para la Paz

3 November 2003

PRESS RELEASE

On 12 April 2002 the University for Peace gave formal notification of the termination of an agreement which was signed in 1992 with World Peace University, Inc. of Oregon, USA. This agreement authorized the operation of a short wave radio station from the UPEACE campus. The radio station operated under the name of "Radio for Peace International" (RFPI).

No such organization as Radio for Peace International is legally registered either in Costa Rica or in the United States of America. As such, RFPI has been operating from the land of the UN-affiliated University for Peace without any legal status.

The operations were conducted by a small group of individuals living in Costa Rica.

UPEACE has terminated the agreement in conformity with the clause of the agreement which established specific conditions in the event of termination. This clause provided that either party had the right to terminate the relationship by giving prior notice of 90 days. The university for Peace has therefore acted properly in terminating the agreement in accordance with its provisions.

At the time of notification of the annulment of the Agreement, the University for Peace offered to discuss arrangements to make the transition process as smooth as possible. RFPI did not respond to this offer. The legal termination of the agreement became effective from 10 July 2002.

UPEACE has made every effort to reach an amicable settlement in this matter. For a period of one year after termination, it tried to obtain some proposals for such

Radio for Peace International

November 12, 2003

Responds to UP disinformation campaign of untruths and misrepresentations

Earth Communications doing business as Radio for Peace International was incorporated as a non profit association in Oregon in April, 1992. In September, 1992 two completely separate associations agreed to continue the operations of RFPI, which had been transmitting since 1987.

Untrue, RFPI is an Oregon non profit.. Does UPeace exist? If so under what law of what country and what is the legal relationship between the University for Peace, Universidad para la Paz and the University founded by UN resolution 35/55.

Legal documents and Board of Directors resolutions were given to UPEACE.

Neither of the signatory organizations ever complied with 3 of the 7 clauses. Further, the agreement has several contradictions about the term and about splitting up the assets of an independent separate association, RFPI. The contract is flawed and unenforceable.

If the agreement was "annulled" UPEACE concedes that it was invalid and therefore the termination clauses do not apply. Which is it?

Untrue the conversation period was to "discuss the future relationship between UPEACE and RFPI".

Untrue, RFPI responded in writing, orally, through legal counsel and by participating in meetings. UPEACE "conflict resolution" methods included harangues, raised voices,

UPEACE

settlement from RFPI without any response.

It then agreed to a further three-month period of consultation which has now concluded.

RFPI has therefore been fully aware for over eighteen months of the intentions of the University for Peace with respect to the use of its land.

RFPI has failed to respect the provisions of the legal agreement between the parties and has failed to respond to requests to reach an amicable settlement.

The University for Peace is now expanding its activities in accordance with its mission from the United Nations General Assembly and is extending the facilities on its campus in Costa Rica to meet the needs of a growing number of students. It currently intends to undertake a major, integrated development of its facilities in coming years.

Also, as a UN mandated institution, it must strengthen the integrity and security of its headquarters in compliance with new UN requirements.

In the expansion and internationalization of its programme, UPEACE is emphasizing the use of state-of-the-art technologies and the internet to disseminate knowledge and teaching materials worldwide.

UPEACE therefore sees no reason to be associated with the short wave transmissions of RFPI which are transmitted principally to North America.

RFPI

discourteous behavior, interruptions and verbal abuse and insults

RFPI entered into the 75 day period of conversations in good faith, to obtain equitable compensation for the buildings and operations of 16 years. UPEACE never intended to reach such an agreement.

Letters were exchanged and meetings held but the present UPEACE administration was never clear until the August 18, 2003 meeting when “peaceful coexistence” was declared a non option to RFPI’s surprise.

Again this statement is ambiguous. What requests? What parties? Does RFPI exist or doesn’t it, is it a signatory or isn’t it?. UPEACE can’t have it both ways.

RFPI’s installations occupy a mere 1.5 hectares (3.3 acres) of the UPEACE 302 hectare (664.4 acre) campus (0.0049668). At the rate of 6 hectares (12 acres) per student, there is plenty of room for expansion to accommodate UPEACE current 25 - 50 students and then some.

RFPI installations have 2 heavy duty gates - - a way to secure them efficiently could easily be worked out in a peaceful country like Costa Rica with no military.

Incredibly uninformed. Very few people “worldwide” have access to high technology internet and computers and even less can pay the high price of tuition at UPEACE.

There are even people in North America who don’t have access to internet. RFPI reaches 120 countries around the world and gives a “voice to the voiceless” who could never afford UPEACE tuition.

UPEACE

Also, complaints have been received by the Government of Costa Rica that RFPI was transmitting on illegal frequencies. These complaints were conveyed to the University for Peace – on the grounds that RFPI was transmitting from the UN-mandated UPEACE campus.

Despite several written requests, RFPI has failed to pay an outstanding debt to the University for two years

and it has had difficulties in meeting other financial obligations for the provision of services with accompanying problems for UPEACE.

UPEACE has acted on the basis of respect and full compliance with the clauses of the agreement reached with the original signatory party based in Oregon in 1992. As this organization cannot now be traced, the University has sought in good faith for eighteen months to reach an agreement with the few individuals claiming to represent RFPI.

The University fully respects the right of the interested individuals to express their personal views as they wish and to carry on their activities elsewhere.

In order to encourage a fair solution to this conflict, UPEACE agreed in August 2003 to the additional three-month extension for further discussions. However, in spite of a number of meetings, a satisfactory solution could not be reached as the individuals claiming to represent RFPI could not demonstrate their authority to negotiate on behalf of any such organization.

The Government of Costa Rica has been duly notified on various occasions of the development of this situation.

RFPI

RFPI attempted to obtain frequency licensing in Costa Rica, but UPEACE always demurred. In fact, UPEACE was the one who complained to the CR government.

WHO OWES WHOM?.

UPEACE has taken over RFPI's building without any compensation – a huge debt.

UPEACE has often not paid its bills – did the Costa Rica government take back the land it donated because of that?

Totally untrue, UPEACE has shown little respect for the law, much less RFPI.

Legal documents were provided to UPEACE, and signed a receipt for them.

At the August 11, 2003 meeting, UPEACE recognized RFPI's representatives and signed an agreement with them – what has changed?

Freedom of Expression must be respected worldwide, most especially on UN land. According to UPEACE, RFPI can't do that from its present building. WHY?

RFPI has only negotiated on its own behalf and never purported to represent any other organization.

The burden of proof is on UPEACE who has used this tactic only to cloud the issue and thereby dodge the obligation to make adequate compensation to RFPI by taking possession of a building that does not belong to UPEACE.

At RFPI's request, the government of Costa Rica appointed a mediator. UPEACE refused the offer of mediation.

UPEACE

Based on the above, UPEACE considers that there is now no further relationship with the individuals who claim to represent RFPI.

The University reserves the right to take such action as may be necessary to protect the security and integrity of its staff and facilities

RFPI

A bit of a slap in the face to the host country.

RFPI and its duly elected representatives have filed an injunction with the Constitutional Court of Costa Rica to stop UPEACE actions.

UPEACE may have immunity by Costa Rica Law 6754, but it is not above the law.

The United Nations Universal Declaration of Human Rights assures RFPI's right to due process under the law. If Costa Rica has no jurisdiction, the UPEACE Council does nothing and the UN refuses to intervene (UN denied RFPI's request for intervention) – WHERE CAN RFPI BE HEARD?