

## Acuerdos Bilaterales

Clasificación: 08-2005

Fecha de Ingreso: 7 de enero de 2005

Nombre de Acuerdo: Memorandum of Understanding between the Florida International University Board of Trustees and the General Secretariat of the Organization of American States through its Department for Democratic and Political Affairs for the Special Program for the Promotion of Dialogue and Conflict Resolution

Materia: Observación electoral / Democracia

Partes: SG/OEA & the Florida International University Board of Trustees

Referencia: FIUBT

Fecha de Firma: 28 de diciembre de 2004

Fecha de Inicio: 28 de diciembre de 2004

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Departamento de Asuntos Democráticos y Políticos

Persona Encargada: John Biehl

Original:

Claves:

Cierre del proceso:

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**AND**  
**THE GENERAL SECRETARIAT OF THE**  
**ORGANIZATION OF AMERICAN STATES**  
**THROUGH ITS**  
**DEPARTMENT FOR DEMOCRATIC AND POLITICAL**  
**AFFAIRS**  
**FOR**  
**THE SPECIAL PROGRAM FOR THE**  
**PROMOTION OF DIALOGUE AND CONFLICT**  
**RESOLUTION**

The Parties to this Memorandum of Understanding ("MOU") are The Florida International University Board of Trustees ("FIU"), on behalf of the Florida International University Latin American and Caribbean Center ("LACC"), and the General Secretariat of the Organization of American States ("SG/OAS"), through the Department for Democratic and Political Affairs ("DPA").

Whereas the DPA operates the Special Program for the Promotion of Dialogue and Conflict Resolution and FIU is interested in cooperating with that Program with a view to developing a variety of joint initiatives and capacity building activities.

**ARTICLE I: PURPOSE**

1.1 The Purpose of this MOU is to provide the basic framework for developing between the Parties a long-term, flexible collaborative relationship responsive to the needs of the FIU academic community and OAS member states in the area of

conflict prevention and resolution.

## ARTICLE II: AREAS OF COLLABORATION

2.1 The initial collaboration between the Parties will consist of joint initiatives in three principal areas:

- a) The design and delivery of a workshop for political party leaders in Latin America and the Caribbean in dialogue and conflict prevention;
- b) The development of a conflict vulnerability assessment tool for policymaking purposes; and
- c) The design of a training curriculum on how to use the conflict vulnerability assessment framework targeted to key figures in OAS member states as well as those interested in the FIU academic community.

2.2 All specific projects and activities jointly undertaken by the Parties shall not initiate without a special project agreement signed by the Parties. Each special project agreement shall include, at a minimum, the responsibilities of the parties with regard to project funding, reporting, and implementation, together with dates of commencement, termination, and coordination.

## ARTICLE III: REPRESENTATION AND NOTICE

3.1 For purposes of sending and receiving notice and coordinating its compliance with this Agreement, GS/OAS designates as its representative:

Name

Title

Address

Telephone

FAX

E-mail

3.2 For purposes of sending and receiving notice and coordinating its compliance with this Agreement, FIU designates as its representative:

Dr. Michael W. Collier  
Director of Research  
Latin American and Caribbean Center  
Florida International University  
University Park, DM 353  
Miami, FL 33199  
Tel: 305 348-2894  
Fax: 30 348-3593  
Email: [collierm@fiu.edu](mailto:collierm@fiu.edu)

3.3 Either Party may change its representative appointed under this Article by written notice to the other.

3.4 Notice required under this Agreement must be sent from and received at the corresponding addresses or E-mail addresses specified above or as modified in accordance with Article 3.3.

#### ARTICLE IV: MISCELLANIOUS CONDITIONS

4.1 The Parties shall seek to resolve any dispute between them arising under this MOU through discussions between them. If those discussions prove unsuccessful, then either Party may submit the matter to binding arbitration in accordance with the Arbitration Rules of the United Nations Trade Commission on International Law ("UNCITRAL"), the American Arbitration Association, or such other rules as they may otherwise agree. There shall be three arbitrators, who may decide the dispute as amiable compositeur or ex aequo ex bono; and the language of the arbitration shall be English. The place of the arbitration shall be selected by the Parties; however, if the Parties cannot agree on the Place, the arbitrators shall select it from among the cities where each of the Parties has its principal headquarters. Nothing in this Agreement constitutes a waiver,

express or implied, of the privileges and immunities of the Parties, their agents, their principals, and their employees. This Section 5.1 shall survive the termination of this Agreement.

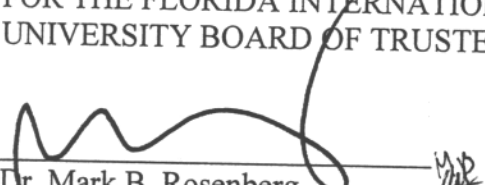
4.2 The Parties may modify or otherwise amend this MOU by way of a written instrument signed by both, dated, and attached hereto.

4.3 This MOU shall enter into force immediately once it has been signed by both Parties and it shall remain in force indefinitely, Either Party may terminate this MOU by giving sixty day's advanced written notice to the other. Both Parties may agree to terminate this MOU according to whatever terms they may agree.

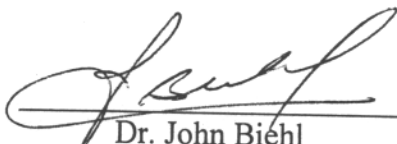
4.4 The termination of this MOU shall not necessarily require the termination of any special project or activity covered by a Special Project Agreement then in force.

Signed by the duly authorized representatives of the Parties in duplicate originals on the date and at the place indicated below.

FOR THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES

  
Dr. Mark B. Rosenberg  
Provost and Executive Vice President

FOR GS/OAS

  
Dr. John Biehl  
Director

Department for Democratic and Political  
Affairs

Date:.....

Place:

Date:.....12-28-04.....

Place: