

ACUERDOS BILATERALES

Clasificación: 106-2010

Fecha de Ingreso: July 16th, 2010.

Nombre del Acuerdo: Memorandum of Understanding between the International Institute for Democracy an Electoral Assistance and the General Secretariat of the Organization of American States.

Materia: Fortalecer esfuerzos conjuntos entre la IDEA y la OEA mediante el apoyo a la democracia y las instituciones democráticas.

Partes: SG/ International Institute for Democracy and Electoral Assistance

Referencia: International Institute for Democracy an Electoral Assistance

Fecha de Firma:

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington D.C.

Unidad Encargada: Departamento de Asuntos Internacionales

Persona Encargada: Irene Klinger.

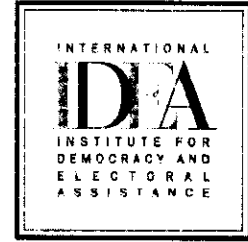
Original

Claves

Cierres del proceso



Organization of
American States



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL INSTITUTE FOR DEMOCRACY AND
ELECTORAL ASSISTANCE

AND

THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL INSTITUTE FOR
DEMOCRACY AND ELECTORAL ASSISTANCE AND THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

THE PARTIES to this Memorandum of Understanding (MoU), the International Institute for Democracy and Electoral Assistance (International IDEA) (hereinafter referred to as "IDEA"), an Intergovernmental Organization with its Headquarters in Strömsborg, S- 103 34, Stockholm, Sweden and the General Secretariat of the Organization of American States (GS/OAS), a public international organization with its headquarters at 1889 F Street, N.W. Washington DC 20006 USA, and jointly referred to hereafter as the "Parties";

BEARING IN MIND that the Charter of the Organization of American States (hereinafter the "OAS Charter") establishes in its preamble that "representative democracy is an indispensable condition for the stability, peace and development of the region", and that one of its essential aims is "to promote and consolidate representative democracy".

ACKNOWLEDGING that the GS/OAS is the central and permanent organ of the OAS and has the power to establish and foster ties of cooperation, under Article 112.h of the OAS Charter and OAS General Assembly resolution AG/RES. 57 (I-O/71);

RECALLING that on September 11, 2001, the General Assembly of the Organization of American States approved the Inter-American Democratic Charter;

CONSIDERING that IDEA is an intergovernmental organization that supports sustainable democracy worldwide by improving and consolidating electoral processes, providing comparative knowledge and a forum for discussion and action by individuals and organizations committed to supporting democracy, and assisting in democratic reform;

AFFIRMING the importance of coordinating the efforts of both Parties to attain their common objectives and the desire to mutually benefit from and develop their dialogue and cooperation in areas of common concern in the Latin American and Caribbean region;

BOTH PARTIES HAVE AGREED AS FOLLOWS:

Article I
OBJECTIVE

- 1.1 The objective of this Memorandum of Understanding ("MOU") is to strengthen cooperation between IDEA and OAS in mutually agreed areas through the establishment of terms and conditions for the undertaking assumed herein by the Parties to cooperate in promoting and consolidating representative democracy.

Article II
AREAS OF COOPERATION

2.1 In pursuit of the aim of this Memorandum of Understanding, IDEA and the GS/OAS have agreed to cooperate, through their appropriate organs, on the issues set out below, as well as on any other areas of common interest that may be defined in the future.

- a) Development and strengthening of democratic institutions in OAS Member States;
- b) Fostering of debate and discussion to assess the implementation of the Inter-American Democratic Charter;
- c) Promotion of the transparency and efficiency of electoral processes;
- d) Role of political parties in democracy and their financing;
- e) Initiatives that focus on the vital link between democracy and development;
- f) Support to inter-regional cooperation, including with the African Union and other regional bodies, in the area of democracy;
- g) Promotion of cooperative work in the area of Gender equality, as well as strengthening the political participation of women at all levels of democratic governance and increasing women's leadership and their incidence in decision-making on public policy in Latin America and the Caribbean;
- h) Initiatives that focus on Constitution Building Processes;
- i) Collaboration on State of Democracy Assessments in the region; and
- j) Possible collaboration on initiatives in the Caribbean, particularly in Haiti.

ARTICLE III
MODALITIES

3.1 This Memorandum of Understanding shall provide a framework for inter-institutional dialogue and cooperation between IDEA and the OAS, and will include the following modalities as means of carrying out this cooperation:

- 3.1.1 The OAS will invite IDEA to attend the annual General Assembly of the OAS as an Observer, and IDEA will invite the OAS to attend its annual joint Council of Member States and Board of Advisers meeting, as well as major IDEA activities such as its annual Democracy Forum. In addition, where appropriate, the Parties shall invite each other to attend and to send observers to meetings of their respective organs, on matters of mutual interest in line with their respective rules and procedures.
- 3.1.2 The Parties shall engage in ongoing consultation and reciprocal sharing of information, particularly regarding the international IDEA Council meeting and the OAS General Assembly.

- 3.1.3 The Parties shall carry out an annual consultation and prepare a written annual Work Plan specifying the program of activities that will be undertaken during the year, as well as the appropriate bodies to execute these. A review of this Work Plan shall take place every six months to assess progress and make any required adjustments.
- 3.1.4 The Parties shall engage in joint fund raising efforts for priority projects identified under Article 2.1.
- 3.1.5 The Parties shall organize bilateral consultative meetings as necessary in the context of execution of joint projects.
- 3.1.6 The Parties shall endeavor, within the context of their joint cooperative activities, to exchange experiences and best practices on the areas of mutual interest.
- 3.1.7 Each Party shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MoU.

ARTICLE IV FINANCIAL OBLIGATIONS

- 4.1 This Memorandum of Understanding itself imposes no financial obligations on any Party. No clause of this Memorandum shall constitute a commitment of any Party to contribute funds toward implementation of activities envisaged under this Memorandum. Financial obligations incurred by the Parties as a result of the programme for cooperation resulting from this MoU shall be subject to the decisions taken by their respective governing bodies, availability of funds and respective budgetary and financial rules and regulations.

ARTICLE V EXCHANGE OF INFORMATION AND DOCUMENTS

- 5.1 The copyright to all new material developed under this MoU shall be specified in each Cooperation Agreement signed by the duly authorized representatives of the Parties in furtherance of this Memorandum, with the intention that the copyright to such new material be jointly held by the Parties.
- 5.2 Subject to arrangements that may be required to preserve the confidential or restricted nature of certain information and documents, the Parties shall undertake to exchange information on matters of common interest.

ARTICLE VI
COORDINATION AND NOTIFICATIONS

- 6.1 The Secretariat for External Relations of the GS/OAS, through the Director of the Department of International Affairs, and IDEA's Regional Office for Latin America and the Caribbean through the Regional Director, shall be the persons/bodies designated with the coordination of this MoU and shall receive all correspondence dealing with matters envisaged in this Memorandum.
- 6.2 Notifications and communications should be addressed to the aforementioned coordinators at the following addresses:

General Secretariat of the Organization of
American States (GS/OAS)
Director of Department of International Affairs
Secretariat for External Relations

17th Street & Constitution Avenue N.W.
Washington DC 20006 U.S.A.
Tel: 202-458-6072
Fax: 202-458-6319

International IDEA
Regional Director
Regional Office for Latin America
and the Caribbean
P.O. Box 244-1017
"San Jose 2000"
San Jose, Costa Rica
Tel: 506-228-85244, 222-88140
Fax: 506-228-80267

- 6.3 Communications and notifications issued under this MoU shall be valid only when addressed by mail or fax to the representatives above mentioned. When communications are by electronic mail they shall be valid only when sent directly from the electronic address of the coordinator of either Party to the electronic coordinator of the other Party.
- 6.4 Either Party may change the responsible unit within its structure, the designated representative or the address, telephone, fax or e-mail indicated by notifying the other Party to that effect in writing.

ARTICLE VII
PRIVILEGES AND IMMUNITIES

- 7.1 Each party grants the other such privileges and immunities as are applicable under agreements on the matter and according to general principles of international law.

- 7.2 Nothing in this Memorandum of Understanding constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel and assets, in accordance with the OAS Charter, relevant agreements, the laws of the United States of America and general principles and practices of international law.
- 7.3 Nothing in this Memorandum of Understanding constitutes an expressed or implied waiver of the privileges and immunities of IDEA, its personnel and its assets, in accordance with relevant agreements and pursuant to general principles and practices of international law.

ARTICLE VIII
SETTLEMENT OF DISPUTES

- 8.1 Any dispute that may arise over the interpretations or application of this MoU that cannot be settled amicably between the Parties shall be submitted to an arbitration process mutually agreed upon by the Parties. The Parties agree that any arbitration decision shall be final and binding.

ARTICLE IX
AMENDMENTS

- 9.1 This MoU may only be amended by express agreement signed by the duly authorized representative of both Parties. Any amendments shall be notified in writing and the instruments expressing these amendments shall be appended to become an integral part of the Memorandum.

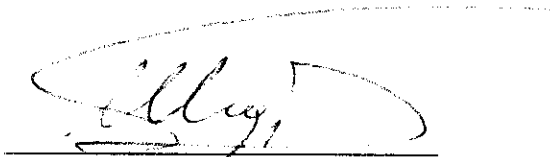
ARTICLE X
ENTRY INTO EFFECT AND TERMINATION

- 10.1 This Memorandum of Understanding supersedes the April 25, 2007 Cooperation Agreement signed by the Parties titled "Cooperation Agreement between the General Secretariat of the Organization of American States and the International Institute for Democracy and Electoral Assistance." Upon the effective date of this Memorandum of Understanding, the April 25, 2007 Cooperation Agreement shall automatically terminate without the requirement of any other action by either party.
- 10.2 This Agreement shall enter into effect, and shall remain in effect indefinitely, as of the date of its signature by the Parties.
- 10.3 This Memorandum of Understanding may be terminated by mutual consent, or it may be terminated by either party by written notice to the other party at least three months in advance. However, the termination of the MoU shall not affect the effective status of properly financed activities and projects initiated through cooperation agreements under Article 3.1. Termination of these agreements by either party shall not

affect irrevocable obligations assumed by the GS/OAS or IDEA with respect to the activities or projects prior to receipt of the notice of termination.

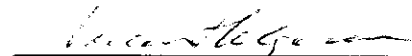
IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present Memorandum of Understanding in four equally authentic originals at the place and on the dates indicated below.

FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES:



José Miguel Insulza
Secretary General

FOR THE INTERNATIONAL
INSTITUTE FOR DEMOCRACY
AND ELECTORAL ASSISTANCE:



Vidar Helgesen
Secretary General

Place: Washington, D.C.

Date: