

ACUERDOS BILATERALES

Clasificación: 31-2009

Fecha de Ingreso: March 31, 2009

Nombre del Acuerdo: Cooperation Agreement between the General Secretariat of the OAS and the International Institute for Democracy and Electoral Assistance (IDEA)

Materia: Implementation of the action entitled: IDEA EU presidency/global consultations Project Latin America consultations .

Partes: GS/IDEA

Referencia: IDEA

Fecha de Firma: 18 de marzo de 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma: Washington, D.C.
Unidad Encargada: Department of International Affairs

Persona Encargada: Irene Klinger

Original:

Claves:

Cierre del proceso:

Notas adicionales:



Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

ORDEN EJECUTIVA No.

DELEGACIÓN DE AUTORIDAD

PODER DE REPRESENTACIÓN

CONVENIO ENTRE EL INSTITUTO INTERNACIONAL PARA LA DEMOCRACIA Y LA ASISTENCIA
ELECTORAL (INTERNATIONAL IDEA)

Y

LA SECRETARIA GENERAL DE LA ORGANIZACIÓN DE LOS ESTADOS AMERICANOS

Yo, José Miguel Insulza, Secretario General de la Organización de los Estados Americanos (OEA), por este medio autorizo a la señora Irene Klinger, Directora del Departamento de Asuntos Internacionales de la Organización de los Estados Americanos a suscribir en nombre y representación de la Secretaría General de la OEA, el Acuerdo de Cooperación arriba mencionado.

Esta delegación de autoridad expira el de de 2009.

Firma del Secretario General

Lugar: WASHINGTON DC

Fecha: 17 de MARZO DE 2009



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

COOPERATION AGREEMENT No. 251-09/126

IDEA EU Presidency/Global Consultations Project Latin America Consultations (22-24 March 2009)

COST CENTRE/ACTIVITY: 15123J/14
PROJECT: EUPP
PROJECT REF. NO.: 416-08/540
PROJECT MANAGER: Ingrid Wetterqvist

This Cooperation Agreement, consisting of the Special Conditions and the Annexes set out below, contains the terms and conditions on which the Parties have agreed to cooperate for the implementation of the Action further defined below.

SPECIAL CONDITIONS

[Where the articles in these Special Conditions (SC) refer to specific articles in the General Conditions (GC), the referred articles are mentioned in parenthesis in the title of the article.]

1. THE PARTIES:	(1) The International Institute for Democracy and Electoral Assistance , hereinafter referred to as " International IDEA ", and (2) the General Secretariat of the Organization of American States (OAS) , hereinafter referred to as " the Organisation ".
2. TITLE OF THE ACTION (GC 2.1):	The Parties have agreed to cooperate for the implementation of the action entitled: IDEA EU presidency/global consultations project Latin America consultations (22-24 March 2009) (hereinafter called "the Action") as detailed in Annex B to the Agreement – Description of the Action.
3. IMPLEMENTATION PERIOD (GC 2.2):	(1) Date of commencement: 1 March 2009 (2) Date of completion: 1 April 2009
4. SUBMISSION OF THE FINAL REPORT (GC 3.1):	The Final Report shall be submitted within 6 weeks of the end of the implementation period stated in Article 3 herein.
5. RESPONSIBILITIES IN THE IMPLEMENTATION OF THE ACTION (GC 2.3):	[Please select one of the options below by ticking the appropriate check box.] <input type="checkbox"/> The Action will be implemented by the Organisation under its own responsibility, as per the detailed provisions in Annex B – Description of the Action. or <input checked="" type="checkbox"/> The Action will be jointly implemented by the Organisation and International IDEA. The responsibilities of each Party in the implementation of the Action are set out in Annex B – Description of the Action
6. BUDGET FOR THE ACTION (GC 4.1):	The Budget for the Action, representing the estimated total cost of the Action is: USD 27,909.60 , as set out in detail in Annex C – Budget for the Action.
7. RESPONSIBILITIES IN FINANCING THE ACTION (GC 4.2):	International IDEA undertakes to finance a maximum amount of USD 17,909.60 (hereinafter called Ceiling Amount) of the Budget for the Action provided in Article 6 herein. The total amount to be transferred by International IDEA to the Organisation under this Agreement will be established in accordance with Article 4.2 in the GC.
8. SCHEDULE OF PAYMENTS (GC 4.3):	Notwithstanding the provisions of Article 4.3 in the GC, payments under this Agreement will be made as per the following schedule: advance payment to the amount of USD 10,000 upon signature of this Agreement and receipt and acceptance by International IDEA of the corresponding advance payment request final payment covering any outstanding amounts, upon receipt and acceptance by International IDEA of the financial report and corresponding final payment request

[Handwritten signature and initials]

<p>9. BANK DETAILS (GC 4.3):</p>	<p>International IDEA will transfer the funds to the Organisation's following bank account:</p> <p>Bank: Bank of America Bank Address: 730 15th Street, N.W. Washington D.C. 20005-1012 Country: U.S.A. Telephone/ fax number: +1 (202) 347-5032 Account number / IBAN: 002080125354 Currency of the account: US dollars Name of the account holder: General Secretariat of the OAS Address of the account holder: 17th Street and Constitution Ave NW, Washington DC Swift/ABA/Sort Code: 0260-0959-3</p>		
<p>10. AUTHORIZED REPRESENTATIVES (GC 1.4):</p>	<p>(1) The representatives of the Parties duly authorized to sign the Agreement and any future amendments to the Agreement shall be:</p> <ul style="list-style-type: none"> ▪ for International IDEA: Ingrid Wetterqvist in her capacity as Director ▪ for the Organisation: Irene Klinger in her capacity as Director <p>or their designated representatives.</p> <p>(2) For matters regarding the implementation of the Action, the authorized representatives of the Parties shall be: Ingrid Wetterqvist for International IDEA and Irene Klinger for the Organisation, or their designated representatives.</p>		
<p>11. COMMUNICATION BETWEEN THE PARTIES (GC 1.5):</p>	<p>Any communication between the Parties shall be made at the following addresses:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>International IDEA: Address: Strömsborg, SE - 103 34 Stockholm, Sweden Telephone: +46 8 698 37 00 Telefax: +46 8 20 24 22 E-mail: info@idea.int</p> </td> <td style="vertical-align: top;"> <p>The Organisation: Address: General Secretariat of the Organization of American States (OA) 17th Street & Constitution Ave NW, Washington DC 20006 U.S.A. Telephone: +1 (202) 458-6072 Telefax: +1 (202) 458-6319 E-mail: iklinger@oas.org</p> </td> </tr> </table>	<p>International IDEA: Address: Strömsborg, SE - 103 34 Stockholm, Sweden Telephone: +46 8 698 37 00 Telefax: +46 8 20 24 22 E-mail: info@idea.int</p>	<p>The Organisation: Address: General Secretariat of the Organization of American States (OA) 17th Street & Constitution Ave NW, Washington DC 20006 U.S.A. Telephone: +1 (202) 458-6072 Telefax: +1 (202) 458-6319 E-mail: iklinger@oas.org</p>
<p>International IDEA: Address: Strömsborg, SE - 103 34 Stockholm, Sweden Telephone: +46 8 698 37 00 Telefax: +46 8 20 24 22 E-mail: info@idea.int</p>	<p>The Organisation: Address: General Secretariat of the Organization of American States (OA) 17th Street & Constitution Ave NW, Washington DC 20006 U.S.A. Telephone: +1 (202) 458-6072 Telefax: +1 (202) 458-6319 E-mail: iklinger@oas.org</p>		
<p>12. ANNEXES:</p>	<p>The following documents attached hereto shall be deemed to form an integral part of this Agreement:</p> <ol style="list-style-type: none"> 1. Annex A: General Conditions for Cooperation Agreements – August 2007 2. Annex B: Description of the Action 3. Annex C: Budget for the Action 4. Annex D: Standard Forms: D1. Financial Report D2. Payment Request <p>In the event of a conflict between the provisions of the different documents which form part of the Agreement, the Special Conditions shall take precedence over the Annexes, and Annex A shall take precedence over the other Annexes.</p>		
<p>13. GENERAL CONDITIONS:</p>	<p>The following amendments to the articles in the GC are hereby agreed and shall apply:</p> <p>Article 4.1.2 (1) shall be replaced by: Indirect costs may be eligible for financing under this Agreement and may be therefore included in the budget for the Action subject to International IDEA's prior approval.</p>		

IN WITNESS THEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on behalf of the Parties on the date and at the place indicated below:

THIS DONE AND SIGNED AT Stockholm
 ON THIS THE 18 DAY OF March 2009

For and on behalf of **International IDEA:**

Name: _____

Title: _____

Signature: [Handwritten Signature]

THIS DONE AND SIGNED AT Washington DC
 ON THIS THE 18 DAY OF March 2009

For and on behalf of **the General Secretariat of the Organisation of American States (OAS):**

Name: Ms. Irene Klinger

Title: Director, Department of International Affairs,
 Secretariat for External Relations, OAS

Signature: [Handwritten Signature]

Please note that the Agreement cannot be executed until the Organisation has delivered and International IDEA has received the original signed by both Parties.





INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX A

GENERAL CONDITIONS FOR COOPERATION AGREEMENTS

(Issued August 2007)

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SECTION 1 – GENERAL PROVISIONS

Article 1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- (1) ACTION means all activities that are to be carried out by the Parties under this Agreement, as detailed in Annex B to the Agreement - Description of the Action;
- (2) AGREEMENT means this Agreement signed by International IDEA and the Organisation, to which these General Conditions for Cooperation Agreements together with all the annexes referred to herein are attached;
- (3) APPLICABLE LAW means the laws and any other instruments having the force of law governing this Agreement;
- (4) AUTHORIZED REPRESENTATIVE means the person(s) authorized to represent a Party in the execution of the Agreement;
- (5) BUDGET means the estimated total cost of the Action, detailed in Annex C to the Agreement – Budget for the Action;
- (6) CEILING AMOUNT means the maximum amount that may be transferred by International IDEA to the Organisation for the implementation of the Action;
- (7) COMMISSIONED WORK means all material that either Party has commissioned specifically in relation to the Action;
- (8) CONFIDENTIAL INFORMATION means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Agreement or otherwise;
- (9) CURRENCY OF THE AGREEMENT means the currency the Budget is expressed in;
- (10) FORCE MAJEURE means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances;
- (11) GC means the General Conditions for Cooperation Agreements, attached as Annex A to this Agreement;
- (12) INTERNATIONAL IDEA means the International Institute for Democracy and Electoral Assistance;
- (13) LANGUAGE OF THE AGREEMENT means the language the Agreement will be executed in;
- (14) ORGANISATION means the non-profit organisation entering into the Agreement with International IDEA;
- (15) PARTY means International IDEA or the Organisation, as the case may be, and "PARTIES" means both of them;
- (16) PRE-EXISTING WORK means all material produced prior to the date of this Agreement and owned by either Party or a third party, that is contributed by a Party to be included in the Work;
- (17) SC means the Special Conditions by which these General Conditions for Cooperation Agreements, attached as Annex A to the Agreement, are supplemented and/or amended;
- (18) SUB-CONTRACTOR means any entity to which the Organisation entrusts the implementation of any part of the Action in accordance with the provisions of this Agreement;
- (19) WORK means the selection and arrangement of all or part of the Commissioned Work and Pre-Existing Work, if any, as organised for proposed publication as per the provisions of this Agreement.

Article 1.2. Applicable Law

- (1) The Applicable Law governing this Agreement, its meaning and interpretation, and the relation between the Parties shall be the law of Sweden.
- (2) The Organisation shall take all practicable steps to ensure that its personnel as well as all its Sub-contractors comply with the Applicable Law.

Article 1.3. Language of the Agreement

- (1) The Language of the Agreement shall be the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

Article 1.4. Authorized Representatives

- (1) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Parties may be taken or executed by the officials nominated as authorized representatives of the Parties in the SC.

Article 1.5. Communication between Parties

- (1) Any notice, request or consent made, required, permitted or given under this Agreement shall be in writing in the Language of the Agreement under the signature of the Authorized Representative of the initiating Party.
- (2) The communication shall be deemed duly given or made when delivered by hand, mail, facsimile or electronic mail to the Authorized Representative of the Party to whom the communication is addressed, at the coordinates specified in the SC or otherwise communicated in writing by either Party.

Article 1.6. Modification of the Agreement

- (1) Each Party shall promptly inform the other Party in writing of any event or situation that may necessitate a revised or new agreement between the Parties, due to a modification of the scope, character, duration or execution of the Action, the Budget, or other aspects of the Agreement.
- (2) Any modification of the terms and conditions of this Agreement, including annexes hereto, shall only be valid if in writing signed by or on behalf of the Parties hereto.

Article 1.7. Acknowledgement

- (1) The Organisation will acknowledge the contribution by International IDEA whenever appropriate and advise International IDEA of any matters relating to any public and media relations in connection to the implementation of the Action or to this Agreement.

Article 1.8. Severability

- (1) If any of the provisions of this Agreement is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

Article 1.9. Effectiveness of the Agreement

- (1) The Agreement comes into effect upon signature by both Parties and shall be in full force until the implementation of the Action has been completed and the obligations of the Parties fulfilled.
- (2) On expiration or termination for whatever cause of the Agreement:
 - (i) the rights granted under Article 2.12 shall remain unaffected;

- (ii) Articles 1.2, 1.3, 1.8, 1.9, 2.8, 2.10, 2.11, 2.12, 4.5, 4.6, 5.5, 5.6 and 6 herein shall remain in effect.
- (iii) any rights and obligations of either Party which have arisen on or before expiration or termination, including the right to claim damages for a breach of this Agreement shall remain unaffected.

Article 1.10. Immunities

(1) No provision of this Agreement shall be understood as an express or implicit waiver of the privileges and immunities to which the Parties are entitled.

SECTION 2 – IMPLEMENTATION OF THE ACTION

Article 2.1. Object

(1) The Object of this Agreement is the cooperation of the Parties for the implementation of the Action specified in the SC and detailed in Annex B to the Agreement – Description of the Action.

Article 2.2. Implementation Period

(1) The Action will be implemented during the period specified in the SC. A detailed time schedule, where applicable, is included with Annex B – Description of the Action.

Article 2.3. Responsibilities in Implementation of the Action

- (1) The Action shall be implemented by the Party(ies) specified in the SC.
- (2) In the case where the responsibility for the implementation of the Action lies exclusively with the Organisation, the Organisation shall ensure that the Action is carried out in accordance with the provisions set out in Annex B - Description of the Action and shall be responsible for achieving all the objectives set out therein.
- (3) In the case where the responsibility for the implementation of the Action is split up between the Organisation and International IDEA, each Party shall be responsible for carrying out its specific tasks as detailed in Annex B - Description of the Action, and both Parties will cooperate in achieving the common objectives of the Action.

Article 2.4. Information

- (1) The Parties undertake to promote close collaboration and exchange of information on the implementation of the Action.
- (2) The Organisation shall furnish International IDEA with such information concerning the implementation of the Action as International IDEA may from time to time reasonably request, or as otherwise provided or agreed.
- (3) In any event, the Organisation shall advise immediately International IDEA of any difficulties or circumstances likely to hamper or delay the implementation of the Action.
- (4) The Organisation will ensure that any publications, press releases and updates relevant to this Agreement are communicated to International IDEA as and when they are issued.

Article 2.5. Performance Standards

- (1) The Party(ies) responsible for the implementation of the Action shall exercise all reasonable skill, care, and diligence in the implementation of the Action and shall carry out all its/their obligations in accordance with generally accepted and recognised professional standards.
- (2) The Party(ies) responsible for the implementation of the Action shall make every effort to mobilise all the financial, human

and material resources required for full implementation of the Action, as specified in Annex B - Description of the Action.

(3) The Organisation shall at all times, in respect of any matter relating to this Agreement or to the Action, act to protect the legitimate interests of International IDEA and shall take all reasonable steps to keep all costs to a minimum and consistent with sound professional practices.

Article 2.6. Codes of Conduct

- (1) The Organisation shall not engage and shall cause its personnel as well as its Sub-contractors and their personnel not to engage during the term of this Agreement, either directly or indirectly, in fraudulent behaviour, corrupt practices, illegal actions or any other activity that is incompatible with the proper discharge of this Agreement or its association with International IDEA, or in any work, business or professional activities which would conflict with the activities assigned to it under this Agreement.
- (2) The Organisation shall seek to avoid any action and in particular any kind of public pronouncement that may adversely reflect on the integrity, independence, and impartiality associated with the status of such an organisation, and may consequently have a negative impact on International IDEA's public image.
- (3) Where appropriate, the Organisation shall terminate contracts with partners or Sub-contractors involved in activities that are incompatible with their association with International IDEA as per Article 2.6 (1) and Article 2.6 (2) herein.

Article 2.7. Relationship between the Parties

- (1) Nothing contained in this Agreement shall be deemed to create any association, joint venture, or relationship of principal and agent or employer and employee between the Parties hereto. The Organisation must not represent itself and must ensure that its personnel and Sub-contractors participating in the implementation of the Action do not represent themselves as being employees or agents of International IDEA.
- (2) Nothing in this Agreement can under any circumstances be construed as International IDEA granting the Organisation the right to directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of International IDEA.
- (3) The Organisation is not entitled to use International IDEA's logo and name on business cards or letterheads, and no publication or material produced by the Organisation may carry the International IDEA logo and/or name without International IDEA's prior written consent thereto.
- (4) International IDEA may in writing, for the purpose of a specific assignment, designate the Organisation to represent International IDEA, for example at conferences and seminars.

Article 2.8. Confidentiality

- (1) The Parties acknowledge the likely disclosure to each other, during the term of this Agreement, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Agreement, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party.

Article 2.9. Sub-contracting

- (1) Except with the prior written approval of International IDEA, the Organisation may not assign or transfer the Agreement or any part thereof, nor may the Organisation sub-contract any third party to implement any part of the Action.
- (2) International IDEA's approval on assigning or transferring of any part of the Agreement or on the engagement of a Sub-contractor to implement any part of the Action shall not exonerate the Organisation of any of its obligations under this Agreement and the Organisation shall be fully responsible for the co-

ordination and execution of all sub-contracted activities and for the performance of its Sub-contractors. International IDEA recognises no contractual link between itself and the Organisation's Sub-contractors.

(3) The sub-contracting and any procurement of services or goods financed by International IDEA under this Agreement shall observe the principles of sound financial management, ensuring transparency, efficiency, high quality and economy.

(4) Failure to comply with the provisions set forth in this article may result in relevant costs not being considered eligible for funding by International IDEA.

Article 2.10. Liability

(1) The Organisation shall be responsible for any damages, losses, costs and expenses of whatever kind or nature suffered by International IDEA as a result of any act or omission relating to the Agreement which is attributable to the Organisation as a result of its negligence or errors or any breach of its warranties set out in Article 2.12.6 herein.

(2) Approval of parts of the work performed shall not prevent International IDEA from claiming damages, unless the approval of such parts explicitly so states.

(3) The indemnification will not exceed the total amount of financing under this Agreement. This limit does not, however, apply when the Organisation is guilty of having caused damage wilfully or through gross negligence or has breached any of its warranties in Article 2.12.6 herein.

(4) The Organisation retains full responsibility for any third party liability that might arise due to the Organisation's activities, acts, or omissions under this Agreement, and for its Personnel and property during the implementation of the Action or as a consequence thereof. International IDEA shall have no responsibility with regard to any liability which may arise in relation to this Agreement and will therefore accept no claim for compensation or increasing in payment in connection to such damage or injury.

Article 2.11. Insurance

(1) The Organisation shall be responsible for taking out and maintaining appropriate insurance policies covering its potential liability towards International IDEA during the contractual liability period. The insurance policies should in particular cover the following risks:

- (i) compensation claims by International IDEA and third parties in relation to the performance of the Services by the Contractor and its Personnel;
- (ii) life, health, accident, travel, or other insurance which may be necessary or desirable for the personnel implementing the Action and/or employer's liability, in accordance with the relevant provisions of the law of the country where the Action is implemented;
- (iii) insurance against loss of or damage to the Organisation's property or rented equipment/ facilities used in the implementation of the Action or to any documents prepared or otherwise dealt with by the Organisation in the implementation of the Action.

(2) International IDEA shall retain no responsibility for the above risks or for the Organisation's not taking out the appropriate insurances and shall be under no liability in respect of any incidental expenses incurred by the Organisation. Where part of the Action has been sub-contracted in accordance with the provisions of Article 2.9 herein, the Organisation shall be responsible to ensure that the Sub-contractors take out the appropriate insurance.

Article 2.12. Ownership of Copyright

2.12.1. Copyright in the Commissioned Work and the Work

(1) Unless otherwise agreed in the SC, the copyright in the Commissioned Work and the Work shall be held by International

IDEA solely. The Organisation hereby transfers with full title guarantee the entire copyright and all other rights of a similar nature in the Commissioned Work and the Work to International IDEA in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.

(2) If the SC states that the copyright in the Commissioned Work and the Work is to be held by the Parties jointly, each Party hereby transfers with full title guarantee the entire copyright and all other rights of a similar nature in the Commissioned Work and the Work to International IDEA and the Organisation absolutely to hold as joint owners in equal shares in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.

(3) In each and every legal jurisdiction in the world where an assignment of copyright is effective in law, the transfer of rights referred to in Article 2.12.1 (1) or 2.12.1 (2) herein, whichever is applicable, shall consist of or include an assignment of all present and, to the extent that it is possible, future copyright and all other rights of a similar nature in the Commissioned Work and the Work for the full term of copyright and all renewals, revivals and extensions of such term that now exist or are in the future created in that legal jurisdiction.

(4) In each and every legal jurisdiction where an assignment of copyright is not effective in law, either wholly or partially, the transfer of rights referred to in Article 2.12.1 (1) or 2.12.1 (2) herein, whichever is applicable, shall consist of or include the grant of the most extensive and long lasting licence to exploit the Commissioned Work and the Work it is possible to grant under the law of the legal jurisdiction in question. In particular, to the extent that it is possible under the law of the legal jurisdiction in question, such licence shall be an exclusive, irrevocable and perpetual licence to exploit the Commissioned Work and the Work in any way, including without limitation the right to digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise), syndicate, broadcast and make the Commissioned Work and the Work available on-line under any terms and in any form either on its own or in combination with any other work(s) in any form or by any media anywhere in the world and to license third parties to exploit in any such manner all or part of the Commissioned Work and the Work. Any such licence will include the right to exploit, administer and sub-licence all subsidiary rights, including without limit, the right to: adapt, abridge, condense and translate all or part of the Commissioned Work and/or the Work; to publish them as a co-edition; to publish quotations and extracts from them; to publish them as an educational edition with notes, other support material or in simplified form; and to convert and publish them in such a way as to allow their use by the visually handicapped.

(5) Each Party shall both during the term of this Agreement and after, at the other's request, execute all documentation and undertake all formalities and procedures necessary to give effect to Articles 2.12.1 (1) to 2.12.1 (4) herein, whichever are applicable.

2.12.2. Clearance of Rights in Pre-Existing Work

(1) If a Party proposes to include in the Work a Pre-Existing Work that is owned by a third party, the Party must clear the rights to use the Pre-Existing Work for the purposes and in the manner described in Article 2.12.1 (4) herein.

(2) If a Party proposes to include in the Work a Pre-Existing Work owned by it, that Party hereby grants the other Party a licence to use the Pre-Existing Work for the purposes and in the manner described in Article 2.12.1 (4) herein. If Article 2.12.1 (1) herein applies, International IDEA will not grant the Organisation such a licence.

(3) Whichever of Article 2.12.2 (1) or 2.12.2 (2) applies, the Party which proposes to include a Pre-Existing Work in the Work shall procure that the author of such Pre-Existing Work and any other persons that rendered services in relation to such Pre-Existing Work shall consent to the assignment, transfer or licence of the Pre-Existing Work and waive their moral rights in respect of such work. Such waiver shall include the waiver of any and all present and future claims to rights of integrity, disclosure and

withdrawal and any other rights that may be known as moral rights. In addition, such waiver shall explicitly entitle International IDEA and/or the Organisation (as appropriate) to change, alter, amend, add to, delete from, adapt and otherwise modify such Pre-Existing Work, including but not limited to making changes to the structure and format of the Pre-Existing Work and any and all other cuts, edits, summaries, rearrangements and translations of the Pre-Existing Work.

(4) If the Party which proposes to include in the Work a Pre-Existing Work owned by a third party cannot clear the rights or obtain the waiver in accordance with Articles 2.12.2 (1) to 2.12.2 (3), it must notify the other Party as soon as possible and in any event prior to the approval of proofs for the Work. The Parties will use their reasonable endeavours to agree what action to take if full clearance cannot be obtained.

(5) Each Party acknowledges that ownership of the copyright in the Work is subject to any underlying rights owned by third parties or by the other Party in the Pre-Existing Work and that any use of the Work will have to be consistent with such rights.

2.12.3. Clearance of Rights in the Commissioned Work and the Work

(1) The Party responsible for producing or commissioning the Work and/or the Commissioned Work shall ensure that:

- (i) it acquires rights from the contributors to the Work and/or the Commissioned Work to use the Work and/or the Commissioned Work for the purpose of and in the manner described in Article 2.12.1 (3) and (4) herein, whichever is applicable;
- (ii) a waiver of moral rights and the right to otherwise deal with the Commissioned Work and the Work is secured from the author and any other persons that render services in respect of the Commissioned Work and the Work in the same terms as is specified in Article 2.12.2 (3), except that reference to 'Pre-Existing Work' shall be read as reference to 'Commissioned Work and the Work' where the context so requires; and
- (iii) it acquires warranties from the contributors to the Work and/or the Commissioned Work that their work is original, is in no way whatever an infringement of copyright or any other rights of a third party, and they have the power to transfer the rights as per Article 2.12.3 (1) (i) herein.

2.12.4. Delivery of the Commissioned Work and the Work

(1) The Organisation shall sort and index that part of the Commissioned Work, the Work and the Pre-Existing Work it is responsible for producing/ contributing prior to its delivery and according to the instructions of International IDEA. The delivery of such work shall include electronic copies of the documents as specified in Annex B – Description of the Action.

2.12.5. Use of the Commissioned Work, the Work and the Pre-existing Work by International IDEA and/or the Organisation

(1) If International IDEA holds copyright in the Commissioned Work and the Work, International IDEA shall be entitled, in its sole discretion and without informing or consulting with the Organisation to:

- (i) change, alter, amend, add to, delete from, adapt and otherwise modify the Work and/or Commissioned Work, including but not limited to, making any and all cuts, edits, summaries, rearrangements, translations and new editions;
- (ii) assign and transfer or license the Work and/or Commissioned Work; and
- (iii) exploit the Work and/or Commissioned Work in any way permitted by the rights assigned / licences granted in accordance with Article 2.12.1 herein.

(2) If International IDEA holds copyright in the Commissioned Work and the Work, International IDEA will acknowledge the contribution by the Organisation in any publication of the Work and/or the Commissioned Work by International IDEA. In addition, International IDEA will endeavour to require that a similar undertaking is given in respect of any editions of the Work and/or Commissioned Work licensed by International IDEA for

publication to third parties. However, no failure by such third parties to acknowledge the Organisation's contribution will constitute a breach of this Agreement by International IDEA.

(3) If International IDEA holds copyright in the Commissioned Work and the Work, the Organisation shall be entitled to use the Work and its contribution to the Commissioned Work only for its professional purposes generally provided that:

- (i) no commercial use will be made of such work;
- (ii) any use is made after International IDEA has first published the Work;
- (iii) appropriate acknowledgement is made to the Work and International IDEA as the copyright holder;
- (iv) it notifies International IDEA in writing prior to each intended use.

(4) If the Parties hold copyright jointly in the Commissioned Work and the Work, then subject to Article 2.12.2 (5):

- (i) either Party is entitled to assign, license, transfer or charge its interest in the Commissioned Work, the Work or the Pre-Existing Work to any third party without the prior written consent of the other Party provided such assignment, licence, transfer or charge does not affect their use of such works under this Agreement. If it does affect their use under this Agreement then the Party seeking to make such assignment, licence, transfer or charge must first obtain the written consent of the other Party, which will not be unreasonably withheld;
- (ii) each Party is entitled to use the Commissioned Work and the Work either on its own or together with a publishing partner on a non-exclusive basis in any media and in any format throughout the world provided all such use is for non-commercial purposes only;
- (iii) each Party is entitled, with prior notification to the other Party to change, alter, amend, add to, delete from, adapt and otherwise modify the Work and/or Commissioned Work, including but not limited to, making any and all cuts, edits, summaries, rearrangements, translations and new editions to such works;
- (iv) each Party is entitled to license a third party to use the Commissioned Work and the Work in the ways in which that Party is entitled to use the Commissioned Work and the Work under this Agreement, provided that International IDEA's General Conditions on Copyright, as varied from time to time, are met.
- (v) only International IDEA is entitled to commercially exploit the Commissioned Work and the Work worldwide. International IDEA will notify the Organisation in writing if it engages a third party to exploit the Commissioned Work and the Work on its behalf;
- (iv) the Parties shall ensure that all reproduction of the Commissioned Work and the Work shall acknowledge the Parties as joint copyright holders and shall credit the contributing authors and editors.

2.12.6. Warranties

(1) The Organisation undertakes and warrants to International IDEA that:

- (i) it has the right and power to enter this Agreement and grant the rights granted in this Agreement;
- (ii) it has not entered into any other agreement which does or might conflict with the rights it is granting to International IDEA under this Agreement;
- (iii) the Commissioned Work the Organisation was responsible for producing is original and has not been previously published;
- (iv) the Pre-Existing Work it purports to own and its contribution to the Commissioned Work and/or the Work do not infringe any existing copyright or licence or duty of confidence or duty to respect privacy or any other right (including any moral right) of any person and do not breach any existing agreement, do not contain anything defamatory, obscene, improper or blasphemous nor any material that is in any other way unlawful and that all statements contained in these works purporting to be facts are true, accurate and complete.

Article 2.13. Force Majeure

(1) Failure of a Party to fulfil any of its obligations hereunder as a result of an event of Force Majeure arising after the date of signature of the Agreement shall not be considered a breach of, or default under, this Agreement.

(2) A Party affected by an event of Force Majeure shall notify as soon as practicable the other Party of occurrence of such event and afterwards of restoration of normal conditions.

(3) Upon notification of occurrence of an event of Force Majeure by the affected Party, the implementation of the Action shall be considered suspended until the notification of restoration of normal conditions or, if the achievement of the objectives of the Agreement is no longer possible at all or not to a satisfactory degree, until the Parties' decision to terminate the Agreement.

SECTION 3 - DELIVERABLES AND REPORTING REQUIREMENTS

Article 3.1. Submission of Deliverables and Reports

(1) The Organisation shall carry out the tasks and provide International IDEA with the deliverables specified in Annex B - Description of the Action, according to the time line specified in the same annex.

(2) The Organisation shall provide International IDEA with full information on the implementation of the Action during the implementation period through periodical progress reports and a final report upon completion of the Action according to the specific provisions provided in Annex B - Description of the Action.

(3) All reports must be signed by the Authorized Representative of the Organisation nominated in the SC and all financial statements must in addition be certified by the head of the financial department of the Organisation. Reports not complying with these requirements will not be considered.

(4) The reports shall be submitted as per the following schedule:

- (i) a progress report shall accompany any intermediate payment request to be submitted as per the schedule of payments provided in the SC;
- (ii) the final report shall accompany the final payment request and shall be submitted within such period of the end of the implementation period as specified in the SC. The period shall normally be 4 to 6 weeks, not to exceed in any case 8 weeks from the end of the implementation of the Action.

(5) Any additional reporting requirements shall be set out in Annex B - Description of the Action.

Article 3.2. Content of the Reports

(1) The reports shall be drawn up in the Language of the Agreement, shall consist of a narrative part and a financial part, and shall provide a complete account of all aspects of implementation for the covered period.

(2) The reports shall cover the whole of the Action or the part of the Action the Organisation is responsible for, as appropriate, regardless of whether the Action is financed in whole or in part by International IDEA.

(3) The level of detail in any narrative and financial report should match the one in Annex B - Description of the Action and Annex C - Budget for the Action.

(4) The narrative part of the reports shall at least include:

- (i) activities directly related to the Action carried out during the reporting period;
- (ii) difficulties foreseen/encountered and measures taken to prevent/overcome problems;
- (iii) changes introduced in implementation;
- (iv) detailed information on sub-contracting arrangements;
- (v) achievement/results obtained against objectives and indicators provided in Annex B - Description of the Action

and/or in the work plan included in the previous report (especially submission of any required deliverables);

(vi) work plan for the following period including results expected and indicators of their achievement, and resources envisaged to be employed for implementation (for progress reports only);

(vii) final assessment of the implementation of the Action and fulfilment of the objectives set out in Annex B - Description of the Action, as well as details on the delivery of the final results and transfer of copyright as per Article 2.12 herein if relevant (for final report only).

(5) The financial part of the reports shall comprise a certified statement of expenditure documenting all the income and expenditure incurred by the Organisation in implementation of the Action and all the payments received and will be submitted in the form provided in Annex D1 - Standard Forms - Financial Report.

(6) The financial statements shall be either audited by an external auditor or accompanied by the supporting payment documents (receipts, invoices, etc.) in original. In exceptional circumstances, if duly justified and approved in writing by International IDEA, the Organisation may submit copies of the supporting documents instead of originals. The receipts shall be numbered as per the corresponding items in the Financial Report. Receipts that are not in the language of the Agreement shall be complemented by a brief description/translation in the language of the Agreement. Costs with the remuneration paid to the Organisation's personnel assigned to the Action as per Article 4.1.1 (1) (i) will be justified through a statement providing sufficient detail as to at least the work input, amount paid to each of the personnel assigned to the Action and date of payment. The statement should be signed both by the Authorized Representative of the Organisation and by the respective personnel as proof of receipt of payment. Costs with the daily subsistence allowance paid to the Organisation's personnel on mission as per Article 4.1.1 (1)(iii) will be justified through mission orders showing the purpose, location, date, duration of the mission, the calculation of the amount due and signed for receipt by the respective incumbents. Evidence of the days spent on mission such as flight tickets/boarding passes and/or hotel bills should be supplied, except where paid for directly by International IDEA.

(7) The financial statements shall be submitted in the Currency of the Agreement, and may be drawn from financial statements denominated in other currencies as per the Organisation's requirements.

Article 3.3. Acceptance of the Deliverables / Reports

(1) If in International IDEA's opinion, the quality of deliverables / reporting is not acceptable or the content of the reports does not correspond to the Organisation's undertaking, International IDEA shall, within 30 days of receiving the report, give notice and reasons for this opinion. Within 15 days of such notice, the Organisation shall either contest International IDEA's opinion or present a revised deliverable / report that meets the requirements of this.

(2) The deliverables / reports (and their corresponding payment requests where appropriate) will be deemed approved by International IDEA if no communication setting out comments is remitted to the Organisation within 30 days after receipt by International IDEA of the reports.

(3) Approval of a deliverable / report does not imply recognition by International IDEA of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

Article 3.4. Non-fulfilment of Reporting Obligations

(1) If the Organisation fails, without an acceptable written justification, to carry out the tasks and submit the deliverables specified in Annex B - Description of the Action, or to present a report as per the schedule set out in Article 3.1 (4) herein as amended and/or supplemented by the provisions set out in the SC, International IDEA may decide to terminate the Agreement in

accordance to Article 5.3 (1) (i) herein, refuse to pay any outstanding amounts and recover any amounts paid in excess of the amounts legitimately due.

SECTION 4 – FINANCIAL PROVISIONS

Article 4.1. Budget for the Action and Eligible Costs

(1) The Action will be implemented in accordance with the budget set out in the SC and detailed in Annex C – Budget for the Action in the Currency of the Agreement.

(2) The Budget for the Action represents the estimated total cost of the Action and includes the eligible costs grouped under the following headings:

- (i) Direct Costs,
- (ii) Indirect Costs, and
- (iii) Contingency Fund,

as further detailed in Annex C – Budget for the Action in accordance with the provisions of this Article.

4.1.1 Direct Costs

(1) In order to be considered eligible as Direct Costs under this Agreement, the costs must fulfil the following general conditions:

- (i) costs must be directly related to and necessary for the implementation of the Action and be provided for specifically in this Agreement, as per the budget breakdown in Annex C – Budget for the Action;
- (ii) costs must have actually been incurred during the implementation period of the Agreement defined in the SC;
- (iii) in the case of costs incurred in relation to any subcontracting or procurement of services or goods financed by International IDEA in the context of the Action under this Agreement, the procurement must have followed the provisions stipulated in this Agreement;
- (iv) costs must be identifiable, supported by evidence (invoices, receipts, or other payment documents) in original and be recorded in the Organisation's accounts.

(2) Subject to the conditions above, the following costs of the Organisation may in particular be considered eligible as Direct Costs under this Agreement:

- (i) remunerations: cost of staff assigned exclusively to the Action (full-time or part time) at the rates normally borne by the Organisation, including any related social security charges in relation to the salaries;
- (ii) travel and travel related expenses for the staff involved in the implementation of the Action. The travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare) to be eligible for reimbursement. The travel related expenses eligible for reimbursement are cost of transportation to and from airport, airport taxes, and cost of minor excess baggage for project materials or equipment if requested by International IDEA for the implementation of the Action.
- (iii) daily subsistence allowance (DSA) for the staff involved in the implementation of the Action for every day of mission outside their home office. The DSA is paid as a lump sum in increments of half day and is intended to cover all the possible costs incurred by the staff on mission: accommodation, food, local transport, communication, etc. Unless otherwise agreed by the Parties, the DSA is paid at the rates used by UN agencies. In the event that accommodation and/or food is paid for directly by International IDEA, the Organisation, or a third party, reduced amounts of DSA will apply;
- (iv) cost of equipment, consumables and supplies directly attributable to the Action. Unless otherwise agreed in writing by the Parties, any equipment and non-expendable materials or other property furnished or financed by International IDEA under the Agreement shall remain the property of and shall be returned to International IDEA upon completion of the Action or termination of the Agreement,

(v) cost of national and/or international communication (telephone, internet) and postage directly attributable to the Action;

(vi) cost of local transportation directly attributable to the Action;

(vii) costs directly related to events organised as part of the Action, such as:

1. travel and travel related expenses for participants. The travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare) to be eligible for reimbursement. Travel related expenses eligible for reimbursement are cost of transportation to and from airport, airport taxes, and cost of minor excess baggage for project materials or equipment if requested by International IDEA for the implementation of the Action;
2. accommodation expenses for participants if accommodation is not paid for separately from other sources;
3. per-diem for participants (only with International IDEA's prior approval). Per-diem should normally not be paid to participants, especially when the meals are provided. If granted, the per-diem will be paid to participants for every day of mission outside their home office. The per-diem is paid as a lump sum in increments of half day and is intended to cover all the personal costs incurred by the participants while on mission except for accommodation, e.g.: food, local transport, communication, etc. The per-diem rates paid to local participants will normally follow the local market and the rates for international participants will under no circumstances exceed the rates used by UN agencies. In the event that accommodation and/or food is paid for directly by International IDEA, the Organisation, or a third party, reduced amounts of DSA will apply;
4. fees for experts, speakers to conferences, etc. (only with International IDEA's prior approval);
5. rental of equipment and venue;
6. cost of production, translation, printing and distribution of materials for conferences, workshops, etc.;
7. other activities incidental to the events.

(viii) costs deriving directly from specific requirements of this Agreement (reporting, evaluation, audit, insurance, etc.);

4.1.2 Indirect Costs

(1) Indirect Costs, normally in percentage of 5% to 7% of the Direct Costs and not to exceed under any circumstances 10%, may be eligible for financing under this Agreement and may be therefore included in the Budget for the Action subject to International IDEA's prior approval.

(2) Indirect Costs are intended to cover Organisation's overheads and other unidentifiable costs related to the implementation of the Action and are eligible provided that they do not include costs assigned to other headings of the budget for the Action.

(3) Indirect Costs do not have to be justified in the financial report.

4.1.3 Contingency Fund

(1) A Contingency Fund up to 5% of the Direct Costs may be included in the Budget for the Action to cover any additional expenses necessary in view of possible changed circumstances during the implementation of the Action.

(2) The Contingency Fund may only be used with the prior written approval of International IDEA upon a duly justified request from the Organisation.

4.1.4 Non-eligible Costs

(1) The following costs shall not be considered eligible for financing under this Agreement:

- (i) contributions in kind made by the Organisation, such as use of common office space or utilities;
- (ii) items already financed from other sources;
- (iii) miscellaneous travel expenses such as passports, visas, travel permits, vaccinations, medications, travel insurance, etc.;
- (iv) currency exchange losses and bank charges which may arise as a result of the currency of the Organisation's bank account being different from the Currency of the Agreement.

Article 4.2. Responsibilities in Financing the Action

- (1) The responsibilities of the Parties in financing the Action are set out in the SC. Where International IDEA finances less than 100% of the Budget specified in the SC, it is understood that the difference represents the co-financing of the Action by the Organisation from its own resources or from other donors.
- (2) The Parties agree that the funds transferred by International IDEA to the Organisation under this Agreement shall be limited to the amount to cover the expenditure for the Action, and that they may not in any circumstances result in a profit for the Organisation.
- (3) The total amount financed by International IDEA shall not exceed the Ceiling Amount specified in the SC, even if at the end of the implementation the total actual expenditure exceeds the Budget specified in the SC.
- (4) If the Action is suspended, not carried out at all, or is not implemented properly, in full, as per the agreed detailed Budget in Annex C or on time and without prejudice to its right to terminate this Agreement pursuant to Article 5.3 (1) (i) herein, International IDEA will reduce its final financial contribution pro rata to the actual implementation of the Action on the terms laid down in this Agreement.

Article 4.3. Terms and Schedule of Payments

- (1) Subject to the provisions of this article, payments under this Agreement shall be made as per the schedule and specific provisions provided in the SC.
- (2) Advance payments shall normally not be granted. However, where the Organisation does not have the necessary internal cash flow to carry it to the first reporting stage, an advance payment may be granted by International IDEA. Where an advance payment is granted, it shall normally be not higher than 15 - 20% of the Ceiling Amount, and it shall not exceed in any case 30% of the same.
- (3) The timing for any intermediate payments shall be linked to the progress reports submitted as per Article 3.1 herein. The intermediate payments will be made upon receipt and acceptance by International IDEA of the progress reports and corresponding intermediate payment requests.
- (4) The total pre-financing (advance plus intermediate payments) shall normally not exceed 80 - 90% of the Ceiling Amount specified in the SC.
- (5) The final payment will be made upon receipt and acceptance by International IDEA of the final report and the corresponding final payment request. Subject to the provisions of Article 4.2 herein, the final payment shall be calculated as the balance between the total amount due according to the final report and the funds already transferred.
- (6) All transfers of funds between International IDEA and the Organisation will be made in the Currency of the Agreement. Amounts received may be further exchanged for other currencies if necessary for their disbursement.
- (7) Payments will be made to the Organisation's bank account specified in the SC within 30 days of approval by International IDEA of the reports and corresponding payment requests.
- (8) In the case where due to the Organisation's not providing the correct bank account details the payment is returned to International IDEA's bank account and the transfer has to be re-

executed, all additional bank charges related to the return and repayment of the amount shall be borne by the Organisation.

Article 4.4. Modification of the Budget

- (1) The implementation of the Action shall be done in accordance with the detailed budget included in Annex C to the Agreement. The Organisation shall promptly inform International IDEA in writing if it foresees that the Action cannot be completed within the Budget for the Action specified in the SC. Such notification shall contain a detailed budget follow-up and an account of work performed as well as a thorough analysis of additional activities needed to complete the Action.
- (2) The Parties shall promptly discuss any such situation and associated proposals for modification of the Budget for the Action and/or of the financial responsibilities of the Parties in the implementation of the Action.
- (3) If the Parties agree to modify the Budget for the Action and/or the financial responsibilities of the Parties in the implementation of the Action, such agreement shall be formalized in an addendum to the Agreement.
- (4) If no such agreement is reached, International IDEA has no obligation to increase its contribution beyond the Ceiling Amount provided in the SC. In this case, if the Organisation chooses to breach the Agreement and not complete the implementation of the Action, International IDEA retains the right to claim damages for non-fulfilment of the Organisation's obligations under the Agreement.
- (5) Modifications in the breakdown of the budget such as transfers between budget lines or introduction/ deletion/ replacement of budget items that do not imply a modification of the total Budget for the Action and Ceiling Amount provided in the SC, may be agreed between the Parties in writing, provided that the provisions of Articles 4.1.1 to 4.1.4 herein are observed.

Article 4.5. Return of Unspent Funds

- (1) In the event that any of the funds transferred to the Organisation for the implementation of the Action remain unspent, or the funds transferred are in excess of the final financial contribution due in accordance to Article 4.2 herein, the Organisation undertakes to return such funds to International IDEA upon request.
- (2) Where recovery is justified, International IDEA will issue a request for reimbursement upon acceptance of the final report submitted by the Organisation. The Organisation undertakes to reimburse to International IDEA the amounts claimed within 30 days of receiving such request.
- (3) Bank charges incurred by the repayment of the amounts due to International IDEA shall be borne entirely by the Organisation.
- (4) Subject to International IDEA's approval, amounts to be repaid by the Organisation to International IDEA may alternatively be offset against any amounts due by International IDEA to the Organisation.

Article 4.6. Record-keeping and Accounts

- (1) The Organisation shall keep accurate and systematic accounts and records in respect of the implementation of the Action hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all income and expenditure and relevant time changes.
- (2) Unless otherwise required by International IDEA's external auditors and notified in advance to the Organisation, all financial and accounting records in relation to the implementation of the Action financed by International IDEA, including original payment documents, shall be kept for at least five years after the end of the Action and shall be made available to International IDEA upon request.
- (3) The Organisation agrees to permit International IDEA, its external auditors or its designated representatives to inspect its

accounts, records or any other relevant financial information concerning the Action, for a period of up to five years as from the end of the Action.

SECTION 5 – SUSPENSION AND TERMINATION OF THE AGREEMENT

Article 5.1. Suspension of the Agreement

(1) If required by circumstances and agreed in writing by the Parties, the Agreement may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and as decided by the Parties.

(2) In the case of occurrence of an event of Force Majeure, the implementation of the Action will be suspended and afterwards resumed in accordance with the provisions of Article 2.13 herein.

(3) In the case of suspension of the Agreement, the implementation period shall be extended for a period equal to the time during which the implementation of the Action has been suspended.

Article 5.2. Termination by Mutual Agreement between the Parties

(1) If the Parties consider that, due to existing circumstances, the achievement of the objectives of the Agreement is no longer possible at all or not to a satisfactory degree, the Parties may decide at any moment to terminate the Agreement on a date mutually agreed upon.

(2) The decision of termination shall be signed by the Authorized Representatives of both Parties and shall be without prejudice to any other rights of the Parties under the Agreement.

Article 5.3. Termination by International IDEA

(1) International IDEA may terminate the Agreement by written notice with immediate effect to the Organisation (except for the case listed under paragraph (iv) below, for which there shall be a written notice of not less than thirty days):

- (i) if the Organisation fails to carry out its obligations as stipulated under the Agreement and fails to remedy the deficiencies within a reasonable time after being notified in writing by International IDEA;
- (ii) if the Organisation, in the judgement of International IDEA, is in a position, or has engaged in activities which have a material negative effect on the rights, obligations, image or interests of International IDEA;
- (iii) if the Organisation fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 5.2 herein;
- (iv) if International IDEA, for overriding considerations outside the Agreement between the Parties, finds it necessary to terminate the Agreement in whole or in part.

Article 5.4. Termination by the Organisation

(1) The Organisation may terminate the Agreement by providing written notice to International IDEA when payments have not been made by International IDEA within thirty days of the due dates, and still not been made within thirty days of notice thereof to International IDEA by the Organisation. For the purposes of this Agreement, a payment is considered due 30 days as from the date of the approval by International IDEA of the corresponding payment request, as per the provisions of Article 4.3 (6) herein.

(2) The termination by the Organisation shall enter into effect in no less than fifteen days of receipt of the written notice of

termination by International IDEA, unless International IDEA directs otherwise.

Article 5.5. Winding-up the Action

(1) Upon agreement of termination under Article 5.2, receipt of notice of termination under Article 5.3, or submission of the notice of termination under Article 5.4, the Organisation shall take immediate steps to terminate the implementation of the Action in a prompt and orderly manner, reduce losses, and keep further costs to a minimum.

Article 5.6. Reporting and Payment upon Termination

(1) Within 30 days of termination of the Agreement pursuant to Article 5.2, Article 5.3 or Article 5.4 herein, the Organisation shall submit a final report providing full information on technical and financial aspects regarding the implementation of the Action up to the date of termination of the Agreement.

(2) Upon termination of the Agreement under Article 5.2, Article 5.3 or Article 5.4 herein, and subject to Article 5.5 and Article 5.6 (1), the Organisation shall be entitled to reimbursement for costs reasonably incurred in the satisfactory implementation of the Action prior to the date of the termination of the Agreement.

(3) Failure to submit the final report upon termination as required by Article 5.6 (1) will result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of amounts legitimately due.

SECTION 6 – SETTLEMENT OF DISPUTES

Article 6.1. Amicable Settlement

(1) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

Article 6.2. Arbitration

(1) Any dispute, controversy, or claim which cannot be settled amicably, or the breach, termination or invalidity thereof, shall be submitted to and finally settled by arbitration in the following manner:

- (i) The arbitration shall be held in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce, unless the Arbitration Institute of the Stockholm Chamber of Commerce, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the arbitration shall be conducted by an arbitral tribunal composed of one arbitrator who, failing agreement between the Parties on the nomination of the arbitrator, shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.
- (ii) The decision of the arbitrator shall be final and binding on the Parties.
- (iii) The place of arbitration shall be determined by the Arbitration Institute of the Stockholm Chamber of Commerce.
- (iv) The English language shall be the official language to be used in the arbitral proceedings and for all purposes related to arbitration.

(2) Each Party hereby warrants that there exist no legal provisions according to which the above arbitration clause would not be binding to the Party.

ANNEX D2

PAYMENT REQUEST

1. To: INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE,
Strömsborg, SE – 103 34, Stockholm, Sweden

2. Payment Request Number: 1

3. Reference Number of the Cooperation Agreement: 251-09/126

4. Title of the Action: IDEA-EU Presidency Global Consultations Project Latin American Consultations

5. Name and Address of the Organisation: Organization of American States
17th Street and Constitution Avenue NW
Washington DC 20006 U.S.A.

6. Type of Payment: Advance Payment
 Intermediate Payment
 Final Payment

7. Advance previously received: NA

8. Amount requested: \$10,000 (US)

9. Supporting Documents Attached to the Payment Request:

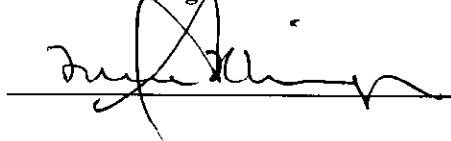
- signed Agreement in original (if not already returned to IDEA) - for the advance payment;
- Progress Reports (narrative and financial) – for the intermediate payments;
- Final Report (narrative and financial) – for the final payment;
- original receipts in support of the financial statements – for the intermediate or final payments;
- other, please specify.

10. Organisation's bank account: Bank of America
730 15th Street, N.W., Washington D.C. 20005-1012 U.S.A.
Account number: 002080125354
Account name: General Secretariat of the OAS
ABA/Routing #: 0260-0959-3
Project name: IDEA EU Presidency/ Global Consultations Project –
Latin American Consultations (22-24 March 2009)

11. Authorized Representative of the Organisation:

Name: Ms. Irene Klingor

Signature:



12. Date: March 15, 2009



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX B
TO COOPERATION AGREEMENT No: 251-09/126
DESCRIPTION OF THE ACTION

IDEA EU presidency/global consultations project Latin America consultations

1. Background

The EU is one of the largest economic and political entities globally. It is also the largest provider of international development assistance in the world. Its policies and actions impact democracy-building both within and beyond its member states.

Much has been done to strengthen these aspects; still there is room for improvement. The EU could learn from its partners in Europe and within the African, Asian, Arab World and Latin American regions. Therefore, International IDEA has launched an initiative aiming at deepening the understanding of how EU policies and actions impact democracy building worldwide.

International IDEA will lead a process of providing analytical and policy inputs based on broad, multi-regional consultations. Effective implementation of coherent policies requires not only dialogue and cooperation among European actors but also a multi-regional consensus on democracy in development, based on truly mutual partnerships. By asking the EU's partners how they perceive the EU's efforts in the area of democracy-building – its functionality and regional relevance – we will learn more ways to improve these efforts and move the agenda forwards.

The cross- and multi-sector analyses are based on two perspectives: on the one hand there will be a mapping of EU's intentions – policies and actions. On the other hand, the project explores regional perceptions of EU's intentions. Key partners in the consultations will be regional organizations such as the African Union (AU), the Association of Southeast Asian Nations (ASEAN), the South Asian Association for Regional Co-operation (SAARC), the Organization of American States (OAS) and the League of Arab States (LAS).

International IDEA's analyses and consultations will result in a set of policy options for strengthening the democracy building dimension of EU policies and actions. These policy options will be presented to Sweden in view of the upcoming Swedish EU presidency 2009.

The consultations with the Latin American region are planned and prepared in close cooperation with the OAS. The event is planned to take place in Washington DC, 22-24 March 2009.

The division of labour and division of responsibilities for implementing the consultation conference is clarified in this agreement.



16 March 2009

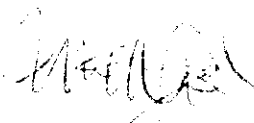
Ref: Comment to Cooperation Agreement no 251-09/126

This note is to confirm that the financial statement/report to follow the IDEA EU presidency/global consultations project: Latin America and Caribbean consultations, as required in Cooperation Agreement 251-09/126 with the Organization of American States, will be considered valid if supported by copies of the necessary payment documents. An external audit will not be necessary if these copies are attached to the financial report.

International IDEA and the Organization of American States are signing a Cooperation Agreement on the action of carrying out the Latin America and Caribbean consultations of the IDEA EU presidency/global consultations project. The Organization of American States provides support for part of this action, as defined in the mentioned Cooperation Agreement.

As the Organization of American States will need the original receipts and invoices for internal auditing, it will be sufficient that copies of these documents re attached to support the financial report. The financial report should be submitted in original, duly signed by the representative of the Organization of American States. This note serves as approval to this procedure as requested in the Agreement, Annex A, article 3.2 (6).

Signed on behalf of International IDEA,



Ingrid Wetterqvist
Director

2. Objectives of the Action

To prepare, implement and follow up on the consultations conference for Latin America, organized in cooperation between International IDEA and OAS; including preparations of logistical tasks, arranging conference venue, organizing conference meals; and arranging for interpretation and technical assistance.

3. Scope of Work

The OAS will make the practical arrangements related to the consultation conference, including interpretation (two languages), room attendant, control operator, equipment and supplies, technical assistance, coffee breaks (3), lunches (2), and cocktail reception. The list of responsibilities is enumerated in Annex C – budget and above. International IDEA will prepare draft programmes, list of invitees and manage invitations/RSVPs; including coordinating hotel accommodation and transfers.

4. Timing and Work Plan

The consultations conference is planned for 22-24 March 2009. Preparations should be timely so as to ensure the successful implementation of the activity.

5. Deliverables and Reporting Requirements

The OAS will submit a financial report to International IDEA, specifying costs in relation to the budget.

6. Management and Organisation

The OAS is in lead of organizing and implementing these activities, in close consultation with International IDEA.

The OAS and International IDEA will be in regular contact throughout the implementation period.



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX C
TO COOPERATION AGREEMENT No: 251-09/126
BUDGET

**IDEA EU presidency/global consultations project Latin
 America consultations (22-24 March 2009)**

International IDEA Conference / estimated project budget				
Item	Unit/cost by unit	Financing IDEA	Financing OAS	Total Cost
Conference Costs				
- Interpretation (two languages)		\$3,920.00		
- Room Attendant,		\$200.00		
- Control Operator		\$216.00		
- Equipment and Supplies (Materials, Conference room, Audiovisual equipment)		\$500.00		
- Estimated Overtime		\$280.00		
Sub-total				
Technical Assistance	\$800/4 months	\$3,200.00		\$5,116.00
Coffee Break (3)	3/\$500.00	\$1,500.00		\$3,200.00
Lunch, Day 1	50/\$37.61	\$1,880.55		\$1,500.00
Lunch, Day 2	50/\$34.01	\$1,700.50		\$1,880.55
Cocktail, Evening 1	50/ \$39.39	\$1,969.50		\$1,700.50
Total of above				\$1,969.50
Contingency 5%				\$768.32
Indirect Cost Recovery (ICR)	11%	\$1,774.82		\$1,774.82
Total of above				\$17,909.60

Handwritten initials/signature

Staff Time				
- Irene Klinger			\$5,000	
- Pablo Garcia Arabehety			\$1,000	
- Sherry Stephenson			\$4,000	\$10,000.00
Sub-total		\$17,909.60	\$10,000	\$27,909.60
TOTAL PROJECT BUDGET			\$27,909.60	
Costs covered by International IDEA			\$17,909.60	

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