

## **Acuerdos Bilaterales**

Número: 37-97

Fecha de Ingreso: 25 de setiembre de 1997

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and the Center for Latin American Studies at Georgetown University for the Development of the Political Database of the Americas

Partes: GS/OAS & Georgetown University

Referencia: GU

Acto: Firma

Fecha: 19 de setiembre de 1997

Unidad Encargada: UPD

Persona Encargada: Elizabeth Spehar

Documentación recibida:

Diligencias:

1. Discurso:
2. Recabo:
3. Archivo:
4. Registro:

Cierre del proceso:

ORGANIZATION OF AMERICAN STATES  
WASHINGTON, D. C.

GENERAL SECRETARIAT

**COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF AMERICAN STATES AND THE CENTER FOR  
LATIN AMERICAN STUDIES AT GEORGETOWN UNIVERSITY FOR THE  
DEVELOPMENT OF THE POLITICAL DATABASE OF THE AMERICAS**

**COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF AMERICAN STATES AND THE CENTER FOR  
LATIN AMERICAN STUDIES AT GEORGETOWN UNIVERSITY FOR THE  
DEVELOPMENT OF THE POLITICAL DATABASE OF THE AMERICAS**

THE PARTIES TO THIS AGREEMENT: The General Secretariat of the Organization of American States ("GS/OAS") and Georgetown University ("GU"), through its Center for Latin American Studies ("CLAS"),

WHEREAS the Charter of the Organization of American States (OAS) defines representative democracy as "an indispensable condition for the stability, peace and development of the region," and establishes the promotion and consolidation of representative democracy in the Americas as one of the Organization's principal objectives;

WHEREAS the OAS General Assembly in Lima, Peru, resolved "to entrust GS/OAS, through the Unit for the Promotion of Democracy (UPD), with conducting and promoting, *inter alia*, studies, seminars, and research to strengthen democracy in the region, with full respect for the principle of nonintervention";

WHEREAS CLAS is an unincorporated entity within GU dedicated to the pursuit of Latin American studies and affairs, and its Director has been duly authorized to represent GU in all technical matters;

WHEREAS in July of 1993, the UPD and GU/CLAS with financial support from the UPD and the Tinker Foundation established the Resource Unit on Democratic Governability in Latin America, now the "Democratic Governability Project", with its main objective being the development of a comprehensive database of regional political documents and statistical data, including constitutions, electoral laws, legislative and executive branch information and electoral data, accessible via a computerized retrieval system through the Internet: *the Political Database of the Americas*;

WHEREAS more work, including the process of gathering and updating increasing amounts of documentary and statistical data, and making it available electronically through the Internet, needs to be done before *the Political Database of the Americas* becomes a truly invaluable research tool for the Americas,

AGREE AS FOLLOWS:

Article I.

Purpose

1.1. The purpose of this Agreement is to determine the terms and conditions for the contribution of GS/OAS to GU/CLAS for updating and developing *the Political Database of the Americas* (the Project), which shall be implemented in accordance with the Project Document attached as Annex I to this Agreement.

Article II.

Obligations of GS/OAS

2.1. GS/OAS shall contribute to the Project a total of US\$136,000.00. Payments of this contribution shall be made by GS/OAS to GU/CLAS in five separate installments as follows:

- US\$43,000.00 (Forty-three thousand dollars) upon signature of this Agreement by both Parties and submission of an invoice by GU/CLAS to GS/OAS.

- US\$23,250.00 (Twenty-three thousand two-hundred and fifty dollars) will be due and payable on January 5, 1998, after GS/OAS's receipt on December 31, 1997, of a satisfactory progress report and a financial statement of the Project and an invoice.

- US\$23,250.00 (Twenty-three thousand two-hundred and fifty dollars) will be due and payable on April 6, 1998, after GS/OAS's receipt on March 31, 1998, of a financial statement of the Project and an invoice.

- US\$23,250.00 (Twenty-three thousand two-hundred and fifty dollars) will be due and payable on July 6, 1998, after GS/OAS's receipt on June 30, 1998, of a financial statement of the Project and an invoice.

- The final payment of US\$23,250.00 (Twenty-three thousand two-hundred and fifty dollars) will be due and payable on October 5, 1998, after GS/OAS's receipt on September 30, 1998, of a satisfactory second progress report and a financial statement of the Project and an invoice.

2.2. Payments by GS/OAS to GU/CLAS under this Agreement will be made by direct deposit in US dollars to:

- Bank in which deposit: Riggs National Bank
- ABA/Routing number: 054000030
- Bank Account Name: Georgetown University General Fund
- Account number of the Fund: 08015979
- Special Instructions: Contact Name, Georgetown University Center for Latin American Studies, Budget Number 2710606

### Article III.

### Obligations of GU/CLAS

3.1. GU/CLAS shall perform all the activities of the Project referred to in the Project Document attached as Annex I, and shall use the contribution of GS/OAS under this Agreement for that purpose as specified in the budget within the same Annex I.

3.2. GU/CLAS shall prepare and submit satisfactory progress reports to the UPD of GS/OAS on the dates indicated in Article II, and a final report one month after the completion of the Project.

3.3. Each financial statement referred to in Article II, shall be certified by the Finance Officer, or the holder of the post with the responsibility for GU/CLAS' finances, showing income, expenditures, assets and liabilities with respect to the funds provided by GS/OAS.

3.4. GU/CLAS shall keep proper accounts and financial records of the expenses related to the Project including the invoices, receipts, and vouchers which shall at a reasonable time be open to audit and inspection by the authorized representatives of GS/OAS, who may make copies and take extracts thereof.

3.5. Funds made available by GS/OAS to GU/CLAS shall be subject to the Georgetown University internal and external auditing procedures as provided for in the financial regulations, rules and directives of Georgetown University.

3.6. GU/CLAS will add the name "Organization of American States (OAS)" at the top of the screen on the welcome page of *the Political Database of the Americas*.

3.7. In the introductory paragraph of *the Political Database of the Americas*, GU/CLAS will make a hyper text link to OAS's website at [www.oas.org/shomepag.htm](http://www.oas.org/shomepag.htm).

Article IV.

Indemnification

4.1. GU/CLAS accepts full legal responsibility for the obligations assumed by it under this Agreement, accepts all liability for any damages or claims arising from its own actions or omissions under this Agreement.

Article V.

Dispute Resolution

5.1. The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and implementation of this Agreement. In the event that proves unsuccessful, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of the Inter-American Commercial Arbitration Commission, in Washington, D.C., applying the laws of the District of Columbia. Nothing in this Agreement constitutes a waiver, express or implied, of GS/OAS privileges and immunities under international and domestic law.

Article VI.

Database Maintenance, Use, and Transfer

6.1. GU, through GU/CLAS, shall be responsible for maintaining and updating *the Political Database of the Americas* on a regular basis (at least 4 times per year).

6.2. GS/OAS and the delegations of the OAS Member States in Washington, D.C. shall have cost free and unlimited access to the database for as long as it exists.

6.3. Neither GU or any of its dependencies may sell or otherwise dispose of all or part of the database without GS/OAS written permission.

Article VII.

Term, Modification and Termination

7.1. This Agreement may be modified by an exchange of letters or other writing, signed by duly authorized representatives of the Parties, dated, and attached hereto.

7.2. This Agreement shall enter into force on the day it is signed by both Parties, and shall remain in force for the duration of the Project, until December 31, 1998.

7.3. Either party may terminate this Agreement with thirty days' prior written notice to the other. In the event of such termination, GU/CLAS shall promptly return to GS/OAS any portion of GS/OAS contribution not yet expended or not irrevocably committed to third parties as of the date of notice.

Article VIII.

Institutional Coordination and Notice

8.1. The institution within GS/OAS responsible for carrying out and coordinating its obligations under this Agreement is the UPD. All notice to GS/OAS in relation to this Agreement should be sent to:

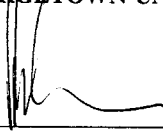
Elizabeth Spehar, Executive Coordinator  
Unit for the Promotion of Democracy  
OAS General Secretariat  
1889 F Street, N.W.  
Washington, D.C. 20006-4499

8.2. All notice to GU/CLAS in relation to this Agreement should be sent to:

Arturo Valenzuela, Project Director  
Political Database of the Americas  
Center for Latin American Studies  
Georgetown University  
Box 571026  
Washington, D.C. 20057-1026

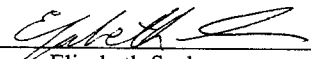
IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe to this Agreement, in duplicate originals, in Washington, D.C., on the dates indicated below.

**FOR THE CENTER FOR LATIN  
AMERICAN STUDIES AT  
GEORGETOWN UNIVERSITY:**

  
\_\_\_\_\_  
Arturo Valenzuela  
Director

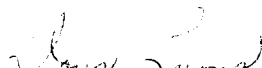
Date: Sept. 18, 1997

**FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES:**

  
\_\_\_\_\_  
Elizabeth Spehar  
Executive Coordinator of the UPD

Date: Sept. 15, 1997

**FOR GEORGETOWN UNIVERSITY**

  
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Doris Lyons  
Director Office of Sponsored Programs

Date: Sept. 9, 1997





ORGANIZACION DE LOS ESTADOS AMERICANOS  
ORGANIZAÇÃO DOS ESTADOS AMERICANOS  
ORGANISATION DES ETATS AMERICAINS  
ORGANIZATION OF AMERICAN STATES

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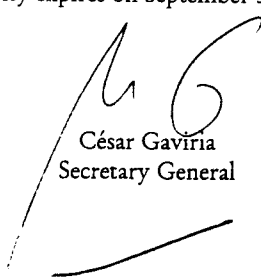
17th Street and Constitution Avenue, N.W. Washington, D.C. 20006

### DELEGATION OF AUTHORITY

COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF AMERICAN STATES AND THE CENTER FOR  
LATIN AMERICAN STUDIES AT GEORGETOWN UNIVERSITY FOR THE  
DEVELOPMENT OF THE "POLITICAL DATABASE OF THE AMERICAS"

I, César Gaviria, Secretary General of the Organization of American States, hereby delegate to the Executive Coordinator of the Unit for the Promotion of Democracy, Elizabeth Spehar, authority to sign on behalf of the General Secretariat and in my place the above-captioned Agreement.

This delegation of authority expires on September 30, 1997.



César Gaviria  
Secretary General

Date: September 9, 1997