

## **Acuerdos Bilaterales**

Clasificación:	94-2008
Fecha de Ingreso:	12 de febrero de 2008
Nombre de Acuerdo:	Fourth Cooperation Agreement between the General Secretariat of the Organization of American States and Georgetown University through its Center for Latin American Studies, for the Development of the Political Database of the Americas
Materia:	
Partes:	SG/OEA & Georgetown University
Referencia:	GU
Fecha de Firma:	17 de diciembre de 2007
Fecha de Inicio:	
Fecha de Terminación:	
Lugar de Firma:	
Unidad Encargada:	
Persona Encargada:	
Original:	
Claves:	
Cierre del proceso:	



FOURTH COOPERATION AGREEMENT  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN  
STATES  
AND  
GEORGETOWN UNIVERSITY THROUGH ITS CENTER FOR LATIN  
AMERICAN STUDIES,  
FOR THE  
DEVELOPMENT OF THE POLITICAL DATABASE OF THE AMERICAS

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THE PARTIES TO THIS AGREEMENT: The General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS") and Georgetown University (hereinafter referred to as "GU") through its Center for Latin American Studies (hereinafter referred to as "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 Caracas, Venezuela, instructed "the General Secretariat to continue to conduct studies and seminars and to continue to promote or sponsor research work to strengthen democracy in the region, through the Unit for the Promotion of Democracy";

WHEREAS at the Monterrey Special Summit in 2004, through the "Declaration of Nuevo Leon", the Heads of State declared unanimous support for scientific and technological development and their conviction of the importance of research activities and ties among knowledge-generating institutions, calling on participation from the private sector and civil society, as well as support from multilateral organizations;

WHEREAS GU's Center for Latin American Studies is dedicated to the pursuit of Latin American studies and affairs, and its Director has been duly authorized to represent GU in all technical matters regarding the present cooperation agreement;

WHEREAS the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

WHEREAS in July of 1993, the Parties, with financial support from GS/OAS and the Tinker Foundation, established the Resource Unit on Democratic Governability in Latin America with its main objective being the development of the Political Database of the Americas, a comprehensive database of regional political documents and statistical data, including, among other, constitutions; constitutional comparative studies; executive, legislative and judicial branch information; political parties and electoral laws; electoral data; all sections accessible via a computerized retrieval system through the Internet;

WHEREAS in September of 1997, the Parties signed the first cooperation agreement for the implementation of Phase Two of the Political Database of the Americas, and, in March of 1999, the Parties signed the second cooperation agreement for the implementation of Phase Three; and

WHEREAS after the successful completion of Phase Two and Three promoting the Political Database of the Americas as the most comprehensive electronic source of political information on the Americas, GU wishes to cooperate with GS/OAS in the implementation of Phase Four, which seeks to respond to the new challenges facing the hemisphere, as articulated in the mandates of the 1994 and 1998 Summits of the Americas, and ratified in successive mandates from the Summits of Quebec in 2001, and the Special Summit of Nuevo Leon in 2004.

WHEREAS in May 2005, the Parties signed a Third Cooperation Agreement for the continuation of the development of the PDBA;

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 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\$ 158,500.00, donated by the Government of the United States of America as specified in Annex I. Payments by GS/OAS to GU in the total amount US\$ 141,065.00 are subject to the receipt of funds by GS/OAS corresponding to the contribution from the United States of America and shall be made in four separate installments as follows:

- US\$ 35,266.25 upon signature of this Agreement by both Parties and submission of an invoice by GU to GS/OAS.

- US\$ 35,266.25 will be due and payable on July 10, 2008, after GS/OAS's receipt on June 30, 2008, and acceptance by GS/OAS of a financial statement of the Project and an invoice.

- US\$35,266.25 will be due and payable on October 10, 2008 after GS/OAS's receipt on September 30, 2008, and acceptance by GS/OAS of a satisfactory progress report, a financial statement of the Project, and an invoice.

- The final payment of US\$ 35,266.25 will be due and payable on March 10, 2009 after GS/OAS's receipt on February 28, 2009, and acceptance by GS/OAS of a satisfactory progress report, a financial statement of the Project and an invoice.

- Within ninety days after the completion of the Project on September 30, 2009, GU will submit a final progress report and a final financial statement.

2.2. Payments by GS/OAS to GU under this Agreement will be made by checks. Checks should be made payable to Georgetown University and should reference to the Political Database of the Americas. Checks will be sent to:

ATTENTION: James Reisert, Director  
Georgetown University  
Sponsored Accounting Office  
Checks send by US Post:  
Box 571164  
Washington, DC 20057-1164  
Checks sent by courier:  
2121 Wisconsin Avenue NW, Suite 400  
Washington, DC 20007

### Article III.

#### Obligations of GU/CLAS

3.1. GU 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 attached to Annex I.

3.2. GU shall prepare and submit satisfactory progress reports to GS/OAS on the dates indicated in Article II, and a final report ninety (90) days after the completion of the Project.

3.3. Each financial statement referred to in Article II, shall be certified by the Georgetown University official responsible for GU's finances, and it shall show income, some level of detail on expenditures, in accordance to the budget attached to Annex I, assets and liabilities, with respect to the funds provided by GS/OAS.

3.4. GU shall keep proper accounts and financial records of the expenses related to the Project, including the invoices, receipts, and vouchers. Those records shall be open at a reasonable time 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 shall be subject to Georgetown University's internal and external auditing procedures as provided for in its financial regulations, rules and directives of Georgetown University. Copies of audit reports shall be submitted to the GS/OAS.

3.6. GU will include a description of GS/OAS' Secretariat for Political Affairs (SPA) as a primary collaborating institution in the section of the Political Database of the Americas which describes the institutions which collaborate on the Project. GU will include hyperlinks to the SPA home page, as well as to other pages on different activities being held by the GS/OAS, related to the Political Database of the Americas contents, along with the description. GU will also include an acknowledgement of the contribution of the U.S. Government to the database website and in documents produced regarding the Project.

3.7. GU shall reimburse the GS/OAS any unused portion of the contribution within 90 days of project's completion.

### Article IV.

#### Indemnification

4.1. GU accepts full legal responsibility for its obligations under this Agreement, and accepts all liability for any damages or claims arising from its own actions or omissions under this Agreement.

### Article V.

#### Dispute Resolution, Privileges and Immunities, and Applicable Law

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 final and binding arbitration in accordance with the rules of procedure of the Inter-American Commercial Arbitration Commission, conducted in Washington, D.C., applying the law of the District of Columbia, USA.

5.2. Nothing in this Agreement constitutes a waiver, express or implied by GS/OAS of its privileges and immunities under the laws of the United States or international law.

5.3. The law applicable to this Agreement is the law of the District of Columbia, USA.

### Article VI.

#### Database Maintenance, Use, and Transfer

6.1. 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 the PDBA exists.

6.3. Neither GU nor 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 June 30, 2009.

7.3. Either party may terminate this Agreement with thirty days' prior written notice to the other. In the event of such termination, GU 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 Secretariat for Political Affairs. All notice to GS/OAS in relation to this Agreement should be sent to:

General Secretariat of the OAS  
Karen Bozicovich  
Consultant  
Washington, D.C. 20006, USA  
Tel.: (1-202) 458-3775  
Fax: (1-202) 458-6250  
Electronic Mail: kbozicovich@oas.org

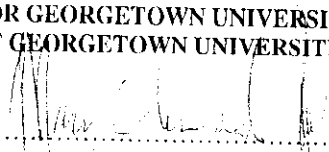
8.2. The institution within GU responsible for carrying out and coordinating its obligations under this Agreement is CLAS. All notice to GU/CLAS in relation to this Agreement should be sent to:

Technical Contact:  
Arturo Valenzuela, Director  
Center for Latin American Studies  
Georgetown University, Box 571026  
Washington, D.C. 20057-1026

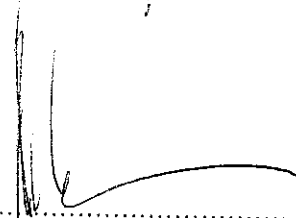
Administrative Contact:  
Jean Fallow, Grants & Contracts Administrator  
Office of Sponsored Programs,  
Georgetown University, Box 571168  
37th & O Streets, NW  
Washington, DC 20057-1168

8.3. Either Party may change its Contact person(s) by providing written notice to the other Party signed by the sending party's duly authorized representative.

FOR GEORGETOWN UNIVERSITY  
AT GEORGETOWN UNIVERSITY:

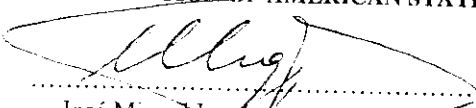
  
Mary E. Schmiadel, CPCM  
Director, Office of Sponsored Programs  
Georgetown University

Date: 12/17/2007  
Place: Washington, DC

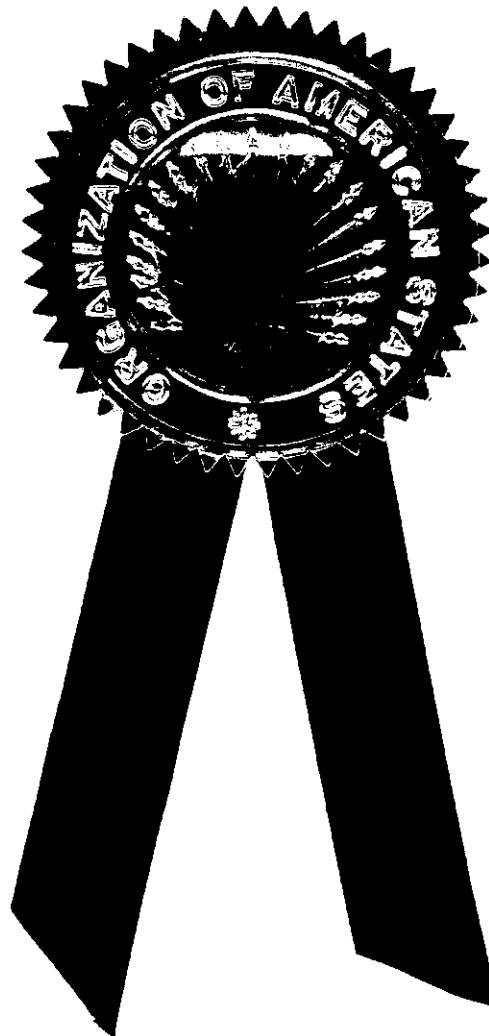
  
Arturo Valenzuela  
Director, Center for Latin American Studies  
Georgetown University

Date: 12/17/2007  
Place: Washington, DC

FOR THE GENERAL SECRETARIAT OF  
ORGANIZATION OF AMERICAN STATES:

  
José Miguel Insulza  
General Secretary  
Organization of American States (OAS)

Date: 12/17/2007  
Place: Washington, DC



## ANNEX I

### POLITICAL DATABASE OF THE AMERICAS PROJECT January 1, 2008 – June 30, 2009

#### INTRODUCTION

The *Political Database of the Americas (PDBA)* was established in 1995, as a result of the First Summit of the Americas, when the community of democratic societies called for the exchange of information and experiences among democratic institutions. The launching of the PDBA as a collaborative project between the Organization of American States and Georgetown University represented the culmination of more than two years of hard work at the Center for Latin American Studies (CLAS), Georgetown University. The PDBA project came under the umbrella of the so called “*Resource Unit on Democratic Governability*”, through which a process of data collecting and technological design were established to create and launch a unique website for political information collection and consultation.

The PDBA is an Internet-based project that includes primary documents, reference materials, comparative studies and statistical data of the 35 countries of the Americas. The information is provided free of charge and has been organized in ten sections: Constitutions and Constitutional Studies; Executive Branch; Legislative Branch; Judicial Branch; Political Parties; Electoral Systems and Electoral Data; Decentralization and Local Governance; Democracy and Citizen Security; Indigenous Peoples and Political Participation; and Civil Society.

The General Secretariat of the Organization of American States (GS/OAS) provides technical and administrative support and primary information and materials for the PDBA utilizing its specialized personnel, institutional partnerships, special programs and projects and its national offices. The GS/OAS contributes to the expansion, visibility and enhancement of the PDBA based on the Organization's capacity to bring together government officials, high-level national representatives, national and international organizations and institutions in activities and processes related to strategic actions and policies in benefit of the countries of the region. The Center for Latin American Studies (CLAS) of Georgetown University (GU) in Washington, D.C., on the other hand, as a high level academic institution, is a guarantor of the excellence of the database information and provides hosting, systematization and updating activities for a qualified collection of political information; content management and uploading, through its graduate students, scholars, and other institutional associates.

The PDBA enjoys a wide readership around the region; it differs substantially from other Web resources which provide access to information about the Hemisphere in that it guarantees objective and organized information and data collection for online publication. The PDBA while comprehensive in scope gives priority to the information, materials and links provided by the GS/OAS. The PDBA fills a unique niche for scholars, policy makers, government officials and citizens interested in democracy-building in the Americas, and it serves as an important research tool for students and users of the Internet. The more than 2,500 PDBA pages presently receive more than 500,000 hits/visits per month, an important increase from the 25,000 average visits in 1997.

#### ACTIVITIES AND OPERATIONS

Through the PDBA, the GS/OAS, in partnership with Georgetown University's Center for Latin American Studies, has been able to build lasting institutional relationships among organizations throughout the Americas working to strengthen democratic systems. Institutions such as FLACSO-Chile, the Canadian Foundation for the Americas (FOCAL), Fundação Getúlio Vargas (FGV) of Brazil, and the Library of the Faculty of Social Sciences at the University of Suriname have provided the PDBA with extensive country-specific data. They have also proven invaluable in the efforts to maintain the PDBA Database in the four



specific data. They have also proven invaluable in the efforts to maintain the PDDBA Database in the four official languages of the OAS. One of the immediate priorities is to extend the number of institutions involved in the process of enriching the database contents and scope, building a significant network of partnerships and institutional collaborators on regional bases.

The PDDBA is hosted by Georgetown University servers. The Director of GU'S Center for Latin American Studies supervises the GU/PDDBA director's overall administration and collection, systematization and uploads of the information and data to the Website. The process of uploading the content, updating and expansion is done at GU'S Center for Latin American Studies, mainly by students/research assistants under the supervision of the PDDBA director. Content additions and updating are some of the permanent tasks under the responsibility of the PDDBA. The GS/OAS collaborates with GU/PDDBA in the general coordination of the project, assuring a well balanced presentation of contents in accordance with OAS policies, programming, and activities involving institutional relationships, collection of information and promotion of the PDDBA project.

## PROPOSAL

Along with the regular information and data collection, systematization and updating the Web pages, the PDDBA team worked on a comprehensive evaluation of the PDDBA's contents and structure, with the purpose of creating an ambitious strategy for the upcoming years. The aim of this strategy is to enhance the PDDBA's contents and usefulness regarding the strengthening of democratic governance in the Hemisphere. Particular emphasis will be given to expanding the new sections on indigenous peoples and political participation; and democracy and citizen security with the aim to create the most comprehensive database on these subjects in the Americas. This can be achieved not only through the collection, systematization and updating of relevant political data, but also through the promotion of academic events (seminars, conferences, etc.), research and up to date political analysis, building-up a new capacity to provide information about political developments; challenges and potential critical events in the region.

In the face of the mentioned challenges, and considering the important growth-potential of both content and structure after more than ten years online, six areas were identified through the mentioned evaluation process, as critical to the efforts to consolidate the PDDBA as a reliable and prestigious political Database and research-tool of the Americas:

- Complete the modernization and improvement of the graphic appearance and accessibility (re-design and technical navigability)
- Updating, expansion and enhancement of content, including strengthening comparative research,
- New program associates on a sub-regional or country basis;
- New areas of cooperation and project associations;
- Promotion and visibility of the PDDBA thorough the countries in the hemisphere; and
- Continued financial sustainability.

Modernization and improvement of the PDDBA's contents, appearance and accessibility: To adequately respond to the new challenges and to enhance the current contents, appearance and organization of the PDDBA. In this way, to transform the PDDBA into a more effective and modern instrument, it is imperative to continue and complete the re-design of the Web-site.

Among the projected activities, aimed at improving the content and scope of the PDDBA, *some sections* will be reformed and strengthened, and new ones will be developed. These efforts include, for example, the enhancement of the comparative constitutions section, the revision and enrichment of the comparative analyses on decentralization and local governance, the consideration of other sub-sections (as the one of political party laws), and others new sections like "Democracy and Public/Citizen Security" and "Democracy, Indigenous Peoples and Political Participation".

Cooperation and project partners: Efforts will be made to increase the number of associate academic institutions in the Hemisphere, in order to enhance the scope and capacity of data collection and updating;

available information on political developments. GU/PDBA director will select, in coordination with SAP/OAS, the institutions that will cooperate with the project. Additionally, the GS/OAS and GU/CLAS are currently studying different initiatives involving other areas and activities to increase the coverage and to strengthen the PDBA.

Promotion and visibility: The PDBA is a key political research and information tool available to governments, academics and citizens. An electronic bulletin on the activities and content-highlights will be sent to PDBA registered users. The PDBA will make special presentations (how-to-use type presentations) at meetings and conferences organized by the GS/OAS and CLAS/GU, and at other events organized by the PDBA regional partners. The PDBA will also participate in large international conferences organized by academic institutions including the Latin American Studies Association (LASA) or the American Political Science Association (APSA) as complementary ways to reach potential users. In addition to this, a concerted marketing strategy will be implemented in order to bring even more visibility to the Website.

Financial sustainability and budget: It is worth mentioning that drawing on the resources of its graduate student staff and location at Georgetown University, the *Political Database of the Americas* is able to operate at an extraordinarily cost-effective rate. Student research assistants, who work while enrolled in the MA on Latin American Studies, are the ones responsible for collecting and updating the PDBA's contents. Furthermore, the PDBA Website is housed on Georgetown servers equipped with state-of-the-art server software which enables sophisticated searching capabilities, database development and automated user services. This results in significant savings.

The GS/OAS and CLAS/GU acknowledge the United States Government for its continuous support to this project during all these years. In addition, to open alternative sources of funding, the PDBA launched a targeted fundraising strategy. For 2005-2006, the PDBA obtained a grant from the Open Society Institute Foundation. As of 2007 the PDBA continues implementing its fundraising strategy to attract sponsorship opportunities from national and international institutions (both public and private), OAS Member States and observer countries

Attached to this proposal, Annex II presents an adjusted budget for the amount of \$158,500.00 for 18 months during 2008-2009.

ANNEX II  
POLITICAL DATABASE OF THE AMERICAS PROJECT

BUDGET

January 1, 2008 – June 30, 2009

<b>TOTAL</b>	<b>158,500.00</b>	
<b>ICR</b>	<b>GU/CLAS/ PDBA</b>	<b>GS/OAS</b>
<b>I. OAS Indirect Cost (11 %) (Funds are excluded from the GU budget)</b>		<b>17,435.00</b>
<b>SUBTOTAL</b>	<b>141,065.00</b>	
<b>PERSONNEL &amp; CONTRACT</b>		
<b><u>I. Personnel &amp; Contracts</u></b>		
PDBA Administrator - Georgetown University (including fringe benefits) (\$3,000 x18 months)	54,000.00	
3 Research assistants (900x3x18)	48,600.00	
1 Expert Comparative studies (Comparative Constitutions) (500 x10)	5,000.00	
<b>Subtotal</b>	<b>107,600.00</b>	
<b>SEMINARS AND EVENTS</b>		
<b><u>II. Seminar organization</u></b>		
Rental Conference Rooms	300.00	
Rental Equipment	307.45	
1 Rapporteur	1,000.00	
Communications and invitations to academic and research institutions, and multilateral organizations	140.40	
Catering	1,200.00	
<b>Subtotal</b>	<b>2,947.87</b>	
<b>AGREEMENTS</b>		
<b><u>III. Partnerships</u></b>		
Institutional Collaboration (three more associate institutions)	12,000.00	
Research activities with universities (calls for papers on specific topics)	3,000.00	
<b>Subtotal</b>	<b>15,000.00</b>	
<b>ICR</b>		
<b>IV. GU Indirect costs (11 %)</b>	<b>Subtotal</b>	<b>15,517.15</b>