

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 34-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: 06/07/19
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Agreement between the Folke Bernadotte Academy and the General Secretariat of the Organization of American States regarding cooperation for Electoral Observation Missions of the Organization of American States.

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: Agreement of cooperation on electoral matters on an annual basis based in the calendar of elections scheduled in OAS Member States and on the invitations received by GS/OAS to deploy Electoral Observation Missions to these host countries.

Sujet:
Materia:

Partes:
Parties involved: GS/ Folke Bernadotte Academy.
Parties:
Partes:

Referencia:
Reference: Folke Bernadotte Academy, Department for Missions, Elections and Deployment.

Référence:
Referência:

Fecha de Firma:
Signature Date: May 24th, 2019.
Date de la signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de résiliation :
Data de Rescisão :

Lugar de Firma:
Place of Signature: Stockholm/Washington, DC.
Lieu de la signature:
Lugar de assinatura:

Unidad Encargada:
Unit in Charge: Department for Electoral Cooperation and Observation of the
Secretariat for Strengthening Democracy of the GS/OS.

Unité responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
Personne responsable:
Pessoa Encarregada:

Cierre del proceso:
Closure of proceedings:
Clôture des procédures:
Fechamento do processo:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

AGREEMENT

between the

FOLKE BERNADOTTE ACADEMY

and the

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

**regarding cooperation for Electoral Observation Missions of the Organization of
American States**

The
Folke Bernadotte Academy
Department for Missions, Elections and Deployment

and

The General Secretariat of the Organization of American States

hereinafter referred to as "the Parties",

CONSIDERING the commitment of the Folke Bernadotte Academy, the Swedish Government Agency for peace, security and development, to strengthen peacebuilding and support democracy in Latin America and the Caribbean by contributing to the electoral observation missions of the Organization of American States (hereinafter "OAS");

CONSIDERING the desire of the Parties to strengthen electoral observation missions of the OAS in the scope of activities of the latter, enabling the timely delivery of missions at the invitation of OAS Member States and coordination of resources between donors;

CONSIDERING that in Resolution AG /RE S. 991 (XIX-O/89), the OAS General Assembly recommended to the Secretary General that "when a member state so requests in the exercise of its sovereignty, missions should be organized and sent to said state to monitor the development, if possible at all stages, of each of its electoral processes";

CONSIDERING that Article 24 of the Inter-American Democratic Charter states: "The electoral observation missions shall be carried out at the request of the member state concerned. To that end, the government of that state and the Secretary General shall enter into an agreement establishing the scope and coverage of the electoral observation mission in question. The member state shall guarantee conditions of security, free access to information, and full cooperation with the electoral observation mission...."; and

CONSIDERING that the General Secretariat of the OAS is the central and permanent organ of the OAS authorized to establish and promote cooperative relations in accordance with paragraph (h) of Article 112 of the Charter of the OAS and the resolution of the General Assembly AG/RES. 57 (I-O / 71);

Agree as follows:

Article 1 **Purpose**

1.1. The Folke Bernadotte Academy (hereinafter "FBA or the "Donor") and the General Secretariat of the OAS (hereinafter "GS/OAS") agree to cooperate on electoral matters on an annual basis based on the calendar of elections scheduled in OAS Member States and

on the invitations received by the GS/OAS to deploy Electoral Observation Missions (hereinafter "EOMs") to these host countries.

1.2. Specifically, this cooperation will consist of the Donor's identification of qualified electoral professionals (hereinafter "Swedish Observers") that will, upon approval by the GS/OAS, participate in the EOMs as OAS international observers in the roles designated by the GS/OAS. In turn, the Donor agrees to cover the costs of these Swedish Observers via a financing mechanism described in Article 3 of this Agreement.

Article 2

Selection of Swedish Observers

2.1. Upon the GS/OAS acceptance of the invitation of an OAS Member State to send an EOM, the Department for Electoral Cooperation and Observation of the Secretariat for Strengthening Democracy of the GS/OAS (hereinafter "DECO") will inform the Donor of the GS/OAS' intention to establish an OAS group of international observers to carry out an EOM. Soon thereafter, DECO will provide the Donor with the specific details and conditions of the EOM for its consideration, including a detailed EOM proposal and budget.

2.2. Upon positive consideration from the Donor, and based on the specific needs of a particular EOM, the Donor will provide the GS/OAS with a list of Swedish Observer candidates along with their CVs. All candidates must be citizens of Sweden.

2.3. Among the proposed candidates, the GS/OAS will select the Swedish Observers for the EOM, as well as propose the specific number to participate in the Mission and their roles (core group member/specialist, regional coordinator or short-term international observer), in accordance with the needs of the EOM, the eligibility requirements and other conditions stipulated in the Manual for OAS Electoral Observation Missions approved by Executive Order No 09-3, and the GS/OAS policies on gender equality and proportional geographic representation.

The GS/OAS reserves the right to accept or decline the participation of proposed Swedish Observers based on their compliance with EOM requirements, standards of conduct, and prohibitions outlined in the Manual. The FBA retains the right to withdraw candidates after they have been submitted for consideration as stipulated in Article 2.2. As stipulated in Article 3.3, both parties will agree in writing to a final list of observers, including indication of their roles, to be included as part of the OAS/EOM.

2.4. The Donor and DECO will coordinate efforts to carry out the administrative procedures and logistics necessary for the participation of the Swedish Observers in the EOM, as set forth in Articles 3 and 4 below.

Article 3 Obligations of the Donor

3.1. The Donor agrees to cover all expenses and costs that each Swedish Observer may incur to participate as an OAS/EOM international observer, as follows:

3.1.1. The Donor shall provide directly to each Swedish Observer the following:

- round-trip international airfare from the Swedish Observer's country of residence to the host country;
- daily per diem to cover meals, lodging and incidentals while participating in the EOM; and
- travel insurance.

The aforementioned services and allowance for expenses shall be contracted and provided by the Donor in accordance with its norms and procedures.

3.1.2. The Donor shall provide to the GS/OAS the sum to cover the following costs (hereinafter "Contribution"):

- local travel and transportation (including vehicle, driver and fuel, and local airfare, as necessary);
- communications/cellular service;
- training;
- logistical support; and
- supplies/observer kit.

The aforementioned costs will be identified in a Specific Budget Proposal that DECO shall prepare and submit to the Donor. The GS/OAS shall administer this Agreement in accordance with its norms and procedures, and in accordance with its rules the GS/OAS shall retain thirteen per cent (13 %) of the Contribution for indirect costs related to the Project.

3.2. No funds are to be provided by the GS/OAS to cover any of the expenses and costs mentioned in article 3.1.1 above, unless the Parties mutually decide otherwise subject to the corresponding authorizations and the availability of funds.

3.3. Once the Parties have determined the amount of the Contribution pursuant to article 3.1.2, and the final list of Swedish Observers, including indication of their roles, pursuant to article 2.3, the Parties shall exchange official correspondence via verbal note that specifies in detail the amount of the Contribution and the list/role of the Swedish observers selected. This correspondence shall be governed by the terms of this Agreement unless the Parties expressly provide otherwise.

Without prejudice to what the Parties may provide in the official correspondence (verbal note) entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

3.4. The Donor will provide to the GS/OAS an initial payment equal to 50% of the Contribution within 30 days after the exchange of official correspondence pursuant to article 3.3 and upon receipt of an invoice from the GS/OAS. Upon receipt and approval of the financial report pursuant to article 4.4, the preliminary report pursuant to 7.2., and an invoice from the GS/OAS, the Donor will provide a second installment equal to the remaining 50% of the Contribution.

3.5. The transfers of the Contribution will be made in a single bank deposit using the following information:

- General Secretariat of the OAS
- Bank of America
- Address: 222 Broadway, New York, 10038, USA
- Account No. 002080125354 (Swift code: BOFAUS3N; Routing: 0260-0959-3).

Article 4 **Obligations of the GS/OAS**

4.1. For each Swedish Observer, the GS/OAS shall:

- make all local travel arrangements for the duration of the EOM, including the provision of a personal vehicle and driver, transportation to and from the airport and official EOM hotel, and any national air reservations, as necessary;
- make lodging arrangements for the duration of the EOM at the hotel serving as the official EOM headquarters and, if necessary, facilitate lodging arrangements for observers' deployed outside of the capital;
- provide all supplies and equipment necessary to carry out their work as part of an OAS/EOM, including: official credentials, a cellular telephone (smart phone), OAS/EOM vest, local maps and contacts, and other pertinent EOM documentation;
- provide training in the OAS/EOM theoretical framework and methodology, security protocols, the electoral process of the host country, gender, workplace harassment policies, and mission logistics;
- provide logistical documents for each EOM that explain in detail any requirements for travel to the host country (i.e. visas, vaccinations) and participation in the EOM (i.e. accreditation processes, security);
- provide an informational document that explains relevant data regarding the host country, including an overview of the political-electoral context in which the EOM is to be carried out.

4.2. The Contribution received by the GS/OAS from the Donor will be used exclusively for the activities detailed in the Budget Proposal presented by DECO.

4.3. GS/OAS shall administer this Agreement in accordance with its norms and procedures. All financial activity associated with the Contribution shall be subject to audit, whether internally or outside of the GS/OAS. These audits shall be carried out in

the context of a general review of GS/OAS's financial operations. The cost of any additional audit that may be requested by the donor will be underwritten by the donor as part of the Contribution amount pursuant to article 3.1.2.

4.4. For each EOM, the GS/OAS will provide a financial report on the execution of the Contribution, prepared in accordance with GS/OAS accounting standards.

Article 5

The Swedish Observers

5.1. All Swedish Observers selected to participate in a particular OAS/EOM are considered OAS international observers, as defined in the Manual for OAS Electoral Observation Missions. As such, the Swedish Observers shall be subject to the privileges, immunities and conditions established by the agreements signed between the GS/OAS and the government and electoral authority of the host country, as well as to all eligibility requirements, standards of conduct, prohibitions and duties outlined in the Manual and agreed to by OAS international observers under the OAS/EOM Agreement for International Observers.

5.2 All Swedish Observers are responsible for fulfilling the requirements necessary for their travel, including holding a valid passport and visa (if necessary) and ensuring that any required vaccinations are up-to-date.

5.3. As per the Manual for OAS Electoral Observation Missions, all Swedish Observers participating in an EOM will have their performance evaluated through standardized forms according to their role and position within the structure of the EOM. The OAS will inform the Donor in the case an observer is not recommended for future EOMs. The evaluations will become part of the background information recorded in the database of OAS international observers maintained by DECO.

5.4. Likewise, all OAS international observers are required to evaluate the EOM in which they participate, as well as the regional coordinator under whose direction they may serve in a particular EOM.

Article 6

Security arrangements

6.1. In accordance with the requirements of each specific OAS/EOM, the GS/OAS provides safety and security arrangements and procedures and ensures that reasonable practicable measures relative to foreseeable events are in place in order to reduce safety and security risks in the best possible manner.

In addition to receiving detailed training in the safety and security guidelines and procedures to be followed as part of the OAS/EOM, the GS/OAS will include the Swedish Observers in all in-country security arrangements and security plans of the Mission, including:

- The establishment of official contacts with security officials (armed forces and national police) throughout the host country;
- Risk analysis of areas/locations prior to the deployment of any observers;
- Continuous communication (including GPS positioning and instant messaging) with the EOM Security Officer(s) to systematically track and confirm observers' whereabouts and wellbeing throughout the entirety of their deployment;
- The provision to each observer of a private, marked vehicle manned by an individual driver trained in the EOM safety protocols and familiar with deployment locales and who remain with the observer at all times during their deployment;
- Coordination with host country security officials to facilitate an observer's immediate evacuation to the OAS/EOM headquarters in country in the event of an emergency situation, including incidences of electoral violence or personal injury.

6.2. Swedish Observers are responsible to fully comply at all time with the OAS/EOM's safety and security procedures, regulations and instructions.

Article 7 Advertisement

7.1. Unless expressly indicated otherwise by the Donor, its Contribution will be mentioned in the EOM press releases issued in the host countries, in the EOM final reports, and in the EOM final report presentations to the OAS Permanent Council.

7.2. DECO will provide the Donor with copies of all preliminary and final reports produced at the end of each EOM benefiting from its Contribution.

Article 8 Anti-Corruption

The parties shall neither offer a third person nor seek, accept or get promised directly or indirectly for itself or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.

Article 9 Anti-discrimination clause

The GS/OAS must refrain from incitement to violence or hatred, and from discrimination on the grounds of race, ethnic origin or religion. Such obligation applies to all activities undertaken by the GS/OAS, including those falling outside the framework of the present Agreement. Any breach of the above-mentioned obligation justifies the immediate termination of the present contract by the Donor, and entitles the Donor to demand the full reimbursement of its effective contribution.

Article 10
Signatories and Coordination

10.1. This Agreement will be signed by Luis Almagro, Secretary General of the OAS, in representation of the GS/OAS, and Sven-Eric Söder, Director General of FBA, in representation of the FBA.

10.2. The GS/OAS will coordinate the activities under this Agreement through DECO. The Donor will coordinate the activities under this Agreement through the Folke Bernadotte Academy's Department for Missions, Elections and Deployment and the Permanent Observer Mission of Sweden to the OAS.

Article 11
Entry into Force and Term

This Agreement shall enter into force on the date of signature and shall be valid until terminated pursuant to Article 13.1.

Article 12
Modifications

This Agreement may be amended by an agreement between the Parties. Any amendment agreed between the Parties shall enter into force on the date to be set. That amendment will form an integral part of this Agreement.

Article 13
Termination

13.1. After consultation between them, each Party may terminate this Agreement. This denunciation shall be notified in writing to the other Party. The notification period shall be three months.

13.2. Notwithstanding the termination, partial or total, of this Agreement, any verbal notes referred to in Article 3.3 that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

13.3. Termination shall not affect irrevocable obligations assumed by the GS/OAS in good faith with respect to the activities funded through any verbal note referred to in Article 3.3 prior to receipt of the notice of termination.

Article 14
Dispute Resolution

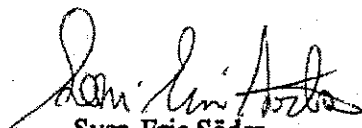
Any disagreement or dispute concerning the interpretation or application of this Agreement or any verbal note pursuant to Article 3.3, above, shall be resolved by negotiation between the Parties.

Article 15
Privileges and Immunities

Nothing in this Agreement shall be construed as an express or implied waiver of the privileges and immunities enjoyed by the Parties under the agreements and laws on the subject and the general principles of international law.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

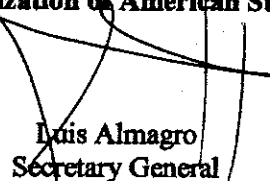
For the Folke Bernadotte Academy


Sven-Eric Söder
Director General

DATE: 20.05.2019

PLACE: Stockholm

For the
General Secretariat of the
Organization of American States


Luis Almagro
Secretary General

DATE: 05/24/2019

PLACE: WASHINGTON DC