

Acuerdos Bilaterales

Clasificación: 2-2007

Fecha de Ingreso: 25 de Abril de 2007

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and the International Institute for Democracy and Electoral Assistance

Materia:

Partes: SG/OEA & International Institute for Democracy and Electoral Assistance

Referencia: IIDEA

Fecha de Firma:

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington,DC, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES
AND
THE INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL
ASSISTANCE**

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES
AND
THE INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL
ASSISTANCE**

THE PARTIES to this Cooperation Agreement, the General Secretariat of the Organization of American States, (hereinafter the "GS/OAS"), a public international organization with headquarters at 1889 F Street, N.W., Washington, DC 20006, USA, represented by its Secretary General, Mr. José Miguel Insulza, and the International Institute for Democracy and Electoral Assistance, (hereinafter "IDEA" or "the Institute"), an international organization with headquarters at Strömsborg, SE-103 34, Stockholm, Sweden, represented by its Secretary General, Vidar Helgesen.

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

RECALLING the 1991 Santiago Commitment to Democracy and the Renewal of the Inter-American System, the 1992 Declaration of Nassau, and the 1993 Declaration of Managua for the Promotion of Democracy and Development;

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

CONSIDERING that IDEA is an international organization whose aims include promoting and fostering lasting democracy and improving and consolidating electoral processes worldwide, and that it also provides a forum for discussion and action by individuals and organizations committed to promoting democracy;

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

AFFIRMING the importance of coordinating the efforts of both Parties to attain their common objectives,

HAVE AGREED to sign this Cooperation Agreement:

**ARTICLE I
AIM**

1.1. The aim of this Cooperation Agreement (hereinafter the "Agreement") is to establish terms and conditions concerning the undertaking assumed herein by the

Parties to cooperate in promoting and consolidating representative democracy in the OAS Member States.

ARTICLE II ACTIVITIES

2.1. In pursuit of the aim of this Cooperation Agreement, the Institute and the GS/OAS shall prepare a programme of activities to promote and foster representative democracy in the Western Hemisphere and to cooperate with OAS Member States in developing and strengthening their democratic institutions, including:

- The field of electoral observation and the promotion of transparency, professional standards, and efficiency in democratic elections. These electoral activities may include publications and cooperation on assistance and applied research programmes.
- The study of mechanisms and procedures as a whole that would allow the international community to collaborate in a better way with political parties. Eventually, if the Parties agree through Memoranda of Understanding (hereinafter sometimes referred to as “MOUs”) as envisioned in Article 2.3, below, such studies could include areas and specialized training mechanisms for political leaders.
- The adaptation and employment of the *State of Democracy* methodology, as elaborated by IDEA, as a tool for stakeholders in democratic processes in the region to debate and assess the application of certain dimensions of the Inter-American Democratic Charter.
- The cooperation of the Parties in initiatives that pursue the analysis and improvement of the conditions of democracy in the Americas.
- The cooperation of the Parties to develop reform processes which enable the experience of the GS/OAS and its participation in other reform processes in the global South to inform the creation of further declarations similar to the Inter-American Democratic Charter in other regions of the world.

2.2. Additionally, the Parties undertake to explore jointly other possible projects that would help to strengthen democratic institutions in the OAS Member States.

2.3. The Parties shall conduct the activities that arise from this Cooperation Agreement through Memoranda of Understanding signed by their duly authorized representatives, in accordance with the guidelines established herein and in accordance with each Party's budgetary and regulatory requirements. Each such MOU shall specify the actions to be taken and the resources, financial and of any other nature, to be contributed by each Party when appropriate. These MOU's shall refer to this Cooperation Agreement and shall be governed by the terms of this Cooperation Agreement, unless the Parties expressly provide otherwise in those implementing MOUs.

**ARTICLE III
FINANCIAL OBLIGATIONS**

3.1. This Cooperation Agreement itself imposes no financial obligations on any Party. Nothing in this Cooperation Agreement shall constitute a commitment of any Party to contribute funds toward implementation of activities envisaged under this Cooperation Agreement. Financial obligations incurred by the Parties under the MOU's resulting from this Cooperation Agreement shall be subject to the decisions taken by the Parties' governing bodies, the availability of funds, and the budgetary and financial regulations of the Parties.

**ARTICLE IV
COPYRIGHT AND EXCHANGE OF INFORMATION**

4.1. The copyright to all new material developed under this Cooperation Agreement shall be specified in each MOU signed by the duly authorized representatives of the Parties in furtherance of this Cooperation Agreement, with the intention that the copyright to such new material be jointly held by the Parties.

4.2. The Parties shall regularly exchange information and documents of common interest that are not subject to their confidentiality restrictions.

**ARTICLE V
COORDINATION AND NOTIFICATIONS**

5.1. The dependency within the GS/OAS responsible for coordinating GS/OAS activities under this Cooperation Agreement is the Secretariat for Political Affairs, and its coordinator is Dr. Dante Caputo, Under Secretary for Political Affairs. Notifications and communications should be addressed to the aforementioned coordinator at the following address and fax number:

OAS General Secretariat
Dr. Dante Caputo, Under Secretary for Political Affairs
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel: (1-202) 458-3585
Fax: (1-202) 458-6250
E-mail: DCaputo@oas.org

5.2. The office within the Institute responsible for coordinating its activities under this Cooperation Agreement is the Regional Office for Latin America of International IDEA, and its representative is Dr. Daniel Zovatto, Regional Director. Notifications and communications should be addressed to the aforementioned representative at the following address and fax number:

International IDEA
Dr. Daniel Zovatto, Regional Director
P.O. Box 244-1017 "San José 2000"
San Jose, Costa Rica

Phone: (506) 232-8665 and 296-9012
Fax: (506) 231-2154
E-mail: zovatto_idea@hotmail.com

5.3. Communications and notifications issued under this MOU shall be valid only when addressed by mail or fax to the representatives at the addresses indicated in Articles 5.1 and 5.2 of this Cooperation Agreement. When communications and notifications are transmitted by electronic mail, they shall be valid only then sent directly from the electronic address of the coordinator of one party to the electronic address of the coordinator of the other party.

5.4. Either party may change the responsible unit within its structure, the designated representative, or the address, telephone, fax or e-mail indicated by notifying the other party to that effect in writing.

ARTICLE VI PRIVILEGES AND IMMUNITIES

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

6.2. Nothing in this Cooperation Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel and assets, in accordance with the OAS Charter, relevant agreements, the laws of the United States of America and general principles and practices of international law.

6.3. Nothing in this Cooperation Agreement constitutes an expressed or implied waiver of the privileges and immunities of IDEA, its personnel and its assets, in accordance with relevant agreements and pursuant to general principles and practices of international law.

ARTICLE VII SETTLEMENT OF DISPUTES

7.1. Any dispute, controversy, or claim which cannot be settled amicably between the Parties shall be submitted to an arbitration process mutually agreed upon by the Parties as specified in each MOU into which the Parties enter pursuant to this Cooperation Agreement.

ARTICLE VIII AMENDMENTS

8.1. Amendments to this Cooperation Agreement may be made only by express agreement signed by the duly authorized representatives of both Parties. Any instrument containing amendments shall be appended to and become an integral part of the MOU.

**ARTICLE IX
ENTRY INTO EFFECT AND TERMINATION**

9.1. This Cooperation Agreement supersedes the November 28, 2001, MOU signed by the Parties titled "Memorandum of Understanding Between the General Secretariat of the Organization of American States and the Institute for Democracy and Electoral Assistance." Upon the effective date of this Cooperation Agreement, the November 28, 2001 MOU shall automatically terminate without the requirement of any other action by either party.

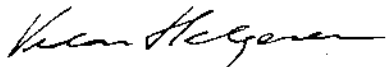
9.2. This Cooperation Agreement shall enter into effect, and shall remain in effect indefinitely, as of the date of its signature by the Parties.

9.3. This MOU may be terminated by mutual consent, or it may be terminated by either party by written notice to the other party at least three months in advance. However, the termination of the MOU shall not affect the effective status of properly financed activities and projects initiated through cooperation agreements under Article 2.3. Termination of this Cooperation Agreement by either party shall not affect irrevocable obligations assumed by the GS/OAS or IDEA with respect to the activities or projects prior to receipt of the notice of termination.

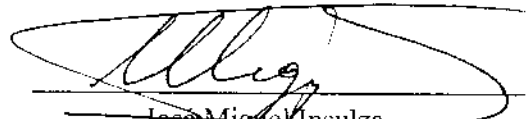
IN WITNESS WHEREOF, the duly authorized representatives of the Parties sign this Cooperation Agreement in two equally valid originals, at the places and on the dates indicated below:

**FOR THE INTERNATIONAL
INSTITUTE FOR DEMOCRACY
AND ELECTORAL ASSISTANCE:**

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



Vidar Helgesen
Secretary General



José Miguel Insulza
Secretary General

Place: Washington D.C.
Date:

Place: Washington D.C.
Date:

