

Acuerdos Bilaterales

Clasificación: 76-2001

Fecha de Ingreso: 28 de diciembre de 2001

Nombre de Acuerdo: Memorandum of Understanding between the General Secretariat of the Organization of American States and the Institute for Democracy and Electoral Assistance

Materia: Democracia

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

Referencia: IDEA

Fecha de Firma: 28 de noviembre de 2001

Fecha de Inicio: 28 de noviembre de 2001

Fecha de Terminación: Indefinidamente

Lugar de Firma: Estocolmo

Unidad Encargada: UPD

Persona Encargada: Elizabeth Spehar

Original:

Claves:

Cierre del proceso:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES
AND
THE INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE**

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THE PARTIES to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States, hereinafter the "GS/OAS," an international public-sector organization with headquarters at 1889 F Street, N.W., Washington, DC 20006, USA, represented by its Secretary General, Mr. César Gaviria, and the Institute for Democracy and Electoral Assistance, hereinafter "IDEA" or "the Institute," an international organization with headquarters at Strömsborg, S- 103 34, Stockholm, Sweden, represented by its Secretary General, Bengt Save-Soderbergh,

BEARING IN MIND that the Charter of the Organization of American States ("OAS") 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;

BEARING IN MIND the mandate of the OAS General Assembly, which, in resolution AG/RES. 1782 (XXXI-O/01), instructed the General Secretariat to propose, through the UPD and in coordination with other units and the organs, agencies, and entities of the system, the inclusion of the specific programs and activities for adequately addressing and complying with the mandates contained in Chapter 1 of the Plan of Action of the Third Summit of the Americas, "Making Democracy Work Better";

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 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 agreement:

ARTICLE I AIM

1.1. The aim of this Memorandum of Understanding ("MOU") 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 countries.

ARTICLE II ACTIVITIES

2.1. In pursuit of the aim of this MOU, the Institute and the GS/OAS, through the Unit for the Promotion of Democracy ("UPD"), shall prepare a program of activities to promote and foster representative democracy in the Western Hemisphere, to cooperate with OAS member countries in developing and strengthening their democratic institutions, to promote, according to international standards, the transparency, professionalization, and efficiency of democratic elections, and to cooperate, within the scope of this MOU, and at the request of OAS member states, on assistance and applied research programs.

2.2. Additionally, the parties undertake to explore jointly the addition of other projects that would help to strengthen democratic institutions in the OAS member countries.

2.3. The Parties shall conduct the activities that arise from this MOU through an exchange of letters, in accordance with the guidelines established herein, which shall specify the actions to be taken and the resources, financial and of any other nature, to be contributed by each of them when appropriate. The letters shall be appended to and become an integral part of this MOU.

ARTICLE III FINANCIAL OBLIGATIONS

3.2. Financial obligations incurred by the parties as a result of this MOU or of the exchange of letters issued on the basis of this MOU shall be subject to

the decisions taken by their governing bodies, to the availability of funds, and to their budgetary and financial regulations.

ARTICLE IV EXCHANGE OF INFORMATION

4.1. 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 body within the GS/OAS responsible for coordinating GS/OAS activities under this MOU is the UPD, and its coordinator is Elizabeth Spehar, Executive Coordinator for the Unit for the Promotion of Democracy. Notifications and communications should be addressed to the aforementioned coordinator at the following address and fax number:

Unit for the Promotion of Democracy
OAS General Secretariat
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel: (1-202) 458-3589
Fax: (1-202) 458-6250

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

International IDEA
P.O. Box 244-1017 "San Jose 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 MOU. When communications and notifications are transmitted by electronic mail, they shall be valid only when 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 body responsible, the designated representative, or the address and fax number 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.

ARTICLE VII SETTLEMENT OF DISPUTES

7.1. Any dispute that may arise over the interpretation or application of this MOU shall be settled by direct negotiation between the parties. Should this not provide a solution satisfactory to both parties, the parties shall submit the dispute to an arbitration procedure agreed upon by them.

7.2. No provision of this MOU shall be understood as an express or implicit waiver of the privileges and immunities to which the parties are entitled.

ARTICLE VIII AMENDMENTS

8.1. Amendments to this MOU may be made only by express agreement signed by the 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

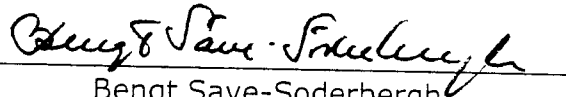
9.1. This MOU shall enter into effect, and shall remain in effect indefinitely, as of the date of its signature by the parties.

9.2. 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 by way of an exchange of letters under Article 1.2.

IN WITNESS WHEREOF the duly authorized representatives of the parties sign this MOU in four equally valid originals, at the places and on the dates indicated below:

**FOR THE INSTITUTE FOR
DEMOCRACY AND ELECTORAL**

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


Bengt Save-Soderbergh
Secretary General


Elizabeth Spehar
Executive Coordinator

Place : *Stockholm, Sweden*

Place: *Washington D.C.*

Date: *November 28, 2001*

Date: *Nov. 9/01*

