

ACUERDOS BILATERALES

Clasificación: 95-2012

Fecha de Ingreso: 14 de junio de 2012

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and Université Laval for research on elections and electoral institutions

Materia: for research on elections and electoral institutions

Partes: GS/ Université Laval

Referencia: Université Laval

Fecha de Firma: November 15 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Québec (Canada)

Unidad Encargada: Executive Secretary for Integral Development

Persona Encargada:

Original

Claves

Cierres del proceso

AGREEMENT

BETWEEN

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

AND

UNIVERSITÉ LAVAL

FOR

RESEARCH ON ELECTIONS AND ELECTORAL INSTITUTIONS

THE PARTIES to this Agreement (the "Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters at 1889 F. Street N.W., Washington, D.C., 20006, represented by Secretary General, José Miguel Insulza, and Université Laval (hereinafter sometimes referred to as "the University"), a not-for-profit educational institution, founded in accordance with the provisions of the laws of the province of Quebec, whose registered office is at Cite Universitaire, ville de Quebec, Canada G1V 0A6,

CONSIDERING:

That the Charter of the Organization of American States ("OAS") establishes that "representative democracy is an indispensable condition for the stability, peace and development of the region" and that one of the essential purposes of the OAS is "to promote and consolidate representative democracy;"

That the Inter-American Democratic Charter recognizes that "The effective exercise of representative Democracy is the basis for the rule of law and of the constitutional regimes of the member states of the Organization of American States [and that] Representative democracy is strengthened and deepened by permanent, ethical, and responsible participation of the citizenry within a legal framework conforming to the respective constitutional order;"

That OAS General Assembly Resolution AG/RES.2119 (XXXV-0/05), "Promotion and Strengthening of Democracy," instructs the OAS Secretary General "to support member states in their efforts to promote the democratic principles, values, and practices set forth in the Inter-American Democratic Charter in their educational systems or programs, according to each country's own system;"

That in order to respond to the mandate established in Resolution AG/RES. 2119, the OAS Secretary General created the Department of Electoral Cooperation and Observation ("DECO");

That the University has established the Research Chair on Democracy and Parliamentary Institutions ("the Chair") with the objectives of: (i) creating a center of academic excellence for democracy and parliamentary institutions; (ii) making the study of democratic practices and political institutions a specific field of research, teaching, and

training in Law, Political Science, and the Social Sciences; and (iii) fostering the parliamentary community's openness to its broader environment;

That the Chair's research focuses on the study of elections and electoral institutions and that it has produced research on electoral participation;

That elections are a central element of democratic life, and that gaining a better understanding of how they function in a variety of settings will improve the capacity to strengthen democratic institutions.

Agree:

ARTICLE I OBJECTIVE AND SCOPE

The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in order to conduct research on elections and electoral institutions, among others, including the preparation of a socio-demographic profile of voter participation in the countries of the Americas.

ARTICLE II INFORMATION AND COOPERATION

2.1 The Chair shall provide DECO with academic and methodological support for (but not limited to) sample design, data exchange protocol, data collection, database cleaning and data analysis. Data provided by the University to DECO shall comply with Quebec laws and data provided by DECO to the University shall be stored and administered by the University in accordance with those laws.

2.2 The DECO shall facilitate contact between the Chair and the Electoral Management Bodies of the participating countries of the region, as well as provide access to its existing databases.

2.3 The Parties shall maintain close collaboration in connection with matters of common interest.

ARTICLE III INTELLECTUAL PROPERTY

3.1. Each Party shall recognize the contribution of the other in all their publications, including their webpages, which contain information and other content resulting from this Agreement.

ARTICLE IV FINANCIAL OBLIGATIONS

4.1. This Agreement does not obligate either Party to the other; nor does anything in this Agreement constitute a commitment of either Party to contribute funds toward implementation of activities envisaged under this Agreement.

4.2 The Parties may enter into written supplementary agreements within the framework of this Agreement. Unless otherwise expressly stated therein, any financial

obligations undertaken under those supplementary agreements 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 V COORDINATION AND NOTIFICATIONS

5.1 DECO is the GS/OAS dependency responsible for coordinating GS/OAS activities under this Agreement, and the Coordinator for the purpose of receiving all official notices and communications pertaining to this Agreement is:

Pablo Gutiérrez
Director
Department of Electoral Cooperation
and Observation
OAS General Secretariat
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-6185
Fax: (1-202) 458-3946
E-mail: pgutierrez@oas.org

5.2, The Chair is the University dependency responsible for coordinating the University's activities under this Agreement and the Coordinator for the purpose of receiving all official notices and communications pertaining to this Agreement is:

Francois Gelineau
Research Chair on Democracy and Parliamentary Institutions
Department of Political Science
Université Laval
Quebec, QC Canada G1V 0A6
Tel. 418-656-2131
Fax 418-656-7861
E-mail: Francois.Gelineau@pol.ulaval.ca

5.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator, above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.

5.4 Each Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

ARTICLE VI DISPUTE RESOLUTION

6.1 Unless Parties agree otherwise in specific or supplementary agreement, they shall first seek to resolve any disputes between them arising out of this Agreement and any supplementary agreements pursuant hereto through amicable discussions. If no satisfactory solution is reached within thirty days following the request for those discussions, then either Party may submit the dispute to final and binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"), or such other rules as they may agree. The arbitrator(s) shall determine the applicable law based on generally accepted principles of private international law. The language of the arbitration shall be the same as the city where the arbitration takes place. The place of arbitration shall be either Quebec or Washington, D.C., as selected by the arbitrator(s), taking into account the location of witnesses and other evidence, as well as the interest of the Parties in keeping procedural expenses at a minimum.

6.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

ARTICLE VII GENERAL PROVISIONS

7.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VI, agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed hereunder. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 7.4.


7.2 This Agreement may be modified by a writing dated, signed by the duly authorized representatives of the Parties, and attached hereto.

7.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 7.4.

7.4 This Agreement may be terminated by mutual consent or by either of the Parties by giving at least thirty days' advanced written notice to the other. Notwithstanding such termination any supplementary agreements referred to in Article 4.2 shall remain in force unless the Parties otherwise agree.

SIGNED by the duly authorized representatives of the Parties in duplicate originals in the place and on the date indicated below,

THE GENERAL SECRETARIAT
ORGANIZATION OF THE
AMERICAN STATES


José Miguel Insulza
Secretario General
Organization of American States

UNIVERSITÉ LAVAL


Denis Brière
Recteur
Université Laval

Place: WASHINGTON DC
Date: November 8, 2011

Place: Québec, Québec
Date: NOVEMBER 15, 2011