

MEMORANDUM OF UNDERSTANDING BETWEEN THE INTER-
PARLIAMENTARY FORUM OF THE AMERICAS AND THE GENERAL
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THE PARTIES to this Memorandum of Understanding ("MOU"), the ParlAmericas, an independent network of the national legislatures of the members of the Organization of American States ("OAS") with its headquarters at 710 - 150 Wellington St., Ottawa, Ontario K1P 5A4 Canada, and the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with its headquarters at 1889 F Street, N.W., Washington, D.C. 20006 USA, and jointly referred to hereafter as the "Parties."

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

ACKNOWLEDGING that the Resolution AG/RES. 2119 (XXXV-O/05) Promotion and Strengthening of Democracy requests the Secretariat General to "Support the efforts of legislative bodies in member states to promote modernization, institution-building, and interparliamentary cooperation on the legislative treatment of key items on the inter-American agenda."

RECALLING that the Resolution AG/RES. 1722 (XXX-O/00) "Parliamentary Network of the Americas" considers that "in the inter-American context, the inter-parliamentary dialogue plays an important part in promoting, *inter alia*, mutual awareness and cooperation through the exchange of experience on matters of common interest."

CONSIDERING that the Legislative Branch Unit of the Secretariat for Strengthening Democracy ("SFD") of the GS/OAS main purpose is to support the state legislatures, national and regional parliaments in their efforts for modernization and strengthening of the legislature, and parliamentary cooperation.

BOTH PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE I
OBJECTIVE

- 1.1 The objective of this MOU is to establish a framework to enhance cooperation and interaction between the GS/OAS and ParlAmericas in areas of common concerns, in particular, democracy, legal systems and the rule of law.

ARTICLE II
AREAS OF COOPERATION

2.1 In pursuit of the aim of this MOU, ParlAmericas, and the GS/OAS have agreed to cooperate, through their appropriate organs, on the issues set out below, as well as on any other areas of common interest that may be defined in the future:

- a) Share Parliamentary database and updates;
- b) Explore and develop ParlAmericas' role as a legislative Forum to the Organization of American States ("OAS"), while recognizing that ParlAmericas' origins lie with the OAS, its political decisions and program activities remain autonomous and independent;
- c) Facilitate parliamentary exchange in the context of OAS General Assembly and Summit of the Americas processes;
- d) Explore areas of joint interest with regard to women's rights and gender issues; and
- e) Develop sub-regional communications hubs for Parliamentarians.

ARTICLE III
MODALITIES

3.1 This MOU shall provide a framework for inter-institutional dialogue and cooperation between ParlAmericas and the GS/OAS, and will include the following modalities as means of carrying out this cooperation:

- a) The Parties shall prepare programs for cooperation.
- b) The Parties will develop specific plans for collaboration defining the activities that will be undertaken during the year, as well as the appropriate bodies to execute them. A review of this plan shall take place every six months to assess progress and make any required adjustments.
- c) The Parties will invite each other to attend as observers meetings of highest bodies. In addition, where appropriate, the Parties shall invite each other to send observers to meetings of their respective organs, on matters of mutual interest in line with their respective rules and procedures.
- d) The Parties shall endeavor, within the context of their joint cooperative activities, to ongoing consultation in order to coordinate and collaborate on activities of common interest.
- e) The Parties shall engage in reciprocal sharing of information including but not limited to access to databases and publications.
- f) The Parties shall explore avenues for jointly seeking funding opportunities for projects and programs of common interest.

ARTICLE IV
FINANCIAL OBLIGATIONS

4.1 This MOU itself imposes no financial obligations on any Party. No clauses of this MOU shall constitute a commitment of any Party to contribute funds toward implementation of activities envisaged under this MOU. Financial obligations incurred by the Parties as a result of the program for cooperation resulting from this MOU shall be subject to the decisions taken by their respective governing bodies, availability of funds and respective budgetary and financial rules and regulations.

ARTICLE V
COORDINATION AND NOTIFICATIONS

5.1 The SFD of the GS/OAS, through the Legislative Unit, and the ParlAmericas, shall be the persons/bodies designated with the coordination of this MOU and shall receive all correspondence dealing with matters envisaged in this MOU.

5.2 Notifications and communications should be addressed to the aforementioned coordinators at the following addresses:

General Secretariat of the Organization of American States (GS/OAS) Secretariat for Strengthening Democracy Legislative Unit 1889 F Street, N.W. Washington, D.C. 20006 U.S.A. Tel: 202-458-9005	ParlAmericas Director General 710-150 Wellington St. Ottawa, Ontario K1P 5A4 Canada Tel: 613-594-5222
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5.3 Communications and notifications issued under this MOU shall be valid only when addressed by mail or fax to the representatives above mentioned. When communications are by electronic mail they shall be valid when sent directly from the electronic address of the coordinator of either Party to the electronic 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 MOU constitutes an express or implied waiver of the privileges and immunities of ParlAmericas and the GS/OAS, its personnel and its assets, in accordance with the relevant agreements and pursuant to general principles and practices of international law.

ARTICLE VII
SETTLEMENT OF DISPUTES

7.1 Any dispute that may arise over the interpretations or application of this MOU that cannot be settled amicably between the Parties shall be submitted to an arbitration process mutually agreed by the Parties. The Parties agree that any arbitration decision shall be final and binding.

ARTICLE VIII
AMENDMENTS

8.1 This MOU may only be amended by express agreement signed by the duly authorized representative of both Parties. Any amendments shall be notified in writing and the instruments expressing these amendments shall be appended to become an integral part of the MOU.


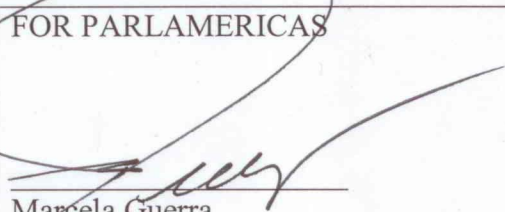
ARTICLE IX
ENTRY INTO EFFECT AND TERMINATION

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 through cooperation under Article 3.1. Termination of these agreements by either Party shall not affect irrevocable obligations assumed by the GS/OAS or ParlAmericas with respect to the activities or projects prior to receipt of the notice of termination.

9.3 This MOU supersedes the previous Memorandum of Understanding between ParlAmericas and the Organization of American States, signed on February, 9 2012 (“FIPA-OAS 2012 MOU”), and shall henceforth be the governing document regarding any project or activity that was previously under the FIPA-OAS 2012 MOU.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present MOU in two equally authentic originals at the Organization of American States and on August 24th, 2016.

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:  _____ Luis Almagro Secretary General	FOR PARLAMERICAS  _____ Marcela Guerra President
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