

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

THE PARTIES to this Memorandum of Understanding (MOU), the Inter-Parliamentary Forum of the Americas (FIPA)-ParlAmericas (hereinafter referred to as “FIPA-ParlAmericas”), an independent network of the national legislatures of the Member States of the Organization of American States with its headquarters at 500 – 165 Sparks St., Ottawa, Ontario, K1P 5B9 Canada, and the General Secretariat of the Organization of American States (hereinafter referred to as GS/OAS), a public international organization with its headquarters at 1889 F Street, N.W Washington DC 20006 USA, and jointly referred to hereafter as the “Parties”;

BEARING IN MIND that the Charter of the Organization of American States (hereinafter the “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 and 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, interparliamentary dialogue plays an important part in promoting, *inter alia*, mutual awareness and cooperation through the exchange of experience on matters of common interest”;

GIVEN that FIPA-ParlAmericas is an independent network composed of the national legislatures of the Member States of the Organization of American States (OAS), whose purpose is to promote parliamentary participation in the inter-American system and to contribute to inter-parliamentary dialogue in dealing with issues on the hemispheric agenda, pursuant to Resolution AG/RES 1673/99 of the OAS General Assembly;

RECALLING that in fulfilling its purpose, FIPA-ParlAmericas supports the principles set forth in the Inter-American Democratic Charter; and

CONSIDERING that the main purpose of the Legislative Branch Unit of the Secretariat for Political Affairs (hereinafter “SPA”) of the GS/OAS is to support state legislatures, as well as national and regional parliaments in their efforts to modernize and strengthen the legislature, and to increase parliamentary cooperation;

BOTH PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE I  
OBJECTIVE

1.1 The objective of this Memorandum of Understanding (“MOU”) is to establish a framework to enhance cooperation and interaction between the OAS and FIPA-ParlAmericas in areas of common concern, 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, FIPA-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 from time to time:

- a) Sharing Parliamentarian databases and updates thereto;
- b) Exploring and developing FIPA-ParlAmericas’ role as a legislative Forum to the OAS;
- c) Facilitating parliamentary exchanges in the context of OAS General Assembly and Summit of the Americas processes;
- d) Exploring areas of joint interest with regard to women’s rights and gender issues; and
- e) Developing sub-regional communications hubs for Parliamentarians.

ARTICLE III  
MODALITIES

3.1 This MOU shall provide a framework for inter-institutional dialogue and cooperation between FIPA-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 a specific plan for collaboration defining the activities that will be undertaken over a one-year period, as well as the appropriate bodies to execute them. A review of this plan shall take place annually to assess progress and make any required adjustments;
- c) The Parties will invite one another to attend, as observers, meetings of their highest bodies. In addition, where appropriate, the Parties shall invite one another

- 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 carry out 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; and
  - 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 Memorandum shall constitute a commitment of any Party to contribute funds toward implementation of activities envisaged under this Memorandum. 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 Secretariat for Political Affairs of the GS/OAS, through the Director of the Department for Effective Public Management, and the Director General of FIPA-ParlAmericas, shall be the persons/bodies designated with the coordination of this MOU and shall receive all correspondence dealing with matters envisaged in this Memorandum.

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

<p>General Secretariat of the Organization of American States (GS/OAS) Director of the Department for Effective Public Management Secretariat for Political Affairs 1889 F Street N.W. Washington DC 20006 U.S.A. Tel: 202-458-6072 Fax: 202-458-6319</p>	<p>Inter-Parliamentary Forum of the Americas (FIPA) - ParlAmericas  Director General 500 – 165 Sparks St. Ottawa, Ontario K1P 5B9 Canada Tel: 613-594-5222 Fax: 613-594-4766</p>
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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 either party, their personnel and assets, in accordance with the laws of the United States of America, the laws of Canada, 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

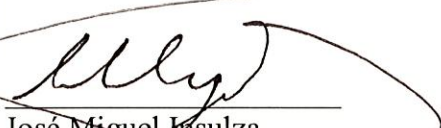
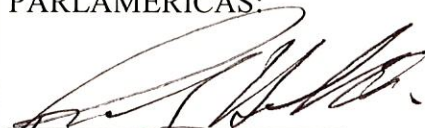
8.1 This MOU may only be amended by express agreement signed by the duly authorized representative of both Parties. Any amendments shall be notified in writing and the instruments expressing these amendments shall be appended to become an integral part of the Memorandum.

#### ARTICLE IX ENTRY INTO EFFECT AND TERMINATION

9.1 This MOU shall enter into effect, and shall remain in effect for a period of five (5) years, as of the date of its signature by the Parties.

9.2 This MOU may be terminated by mutual consent, or by either Party with at least three (3) months' written notice to the other Party. However, the termination of the MOU shall not affect the effective status of properly financed, on-going activities and projects initiated through cooperation under Article 3.1. Termination of this agreement by either Party shall not affect irrevocable obligations assumed by the GS/OAS or FIPA-ParlAmericas with respect to activities or projects prior to receipt of the notice of termination.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present MOU in four equally authentic originals at the place and on the dates indicated below.

<p>FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:</p>  <p>_____ José Miguel Insulza Secretary General</p>	<p>FOR THE INTER-PARLIAMENTARY FORUM OF THE AMERICAS - PARLAMERICAS:</p>  <p>_____ Randy Hoback President</p>
<p>_____ Washington, D.C., USA City, Country</p> <p>_____ 9 February 2012 Date</p>	<p>_____ Washington, D.C., USA City, Country</p> <p>_____ 9 February 2012 Date</p>