

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND  
PARLIAMENTARIANS FOR GLOBAL ACTION

THE PARTIES to this Memorandum of Understanding (MOU), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization with its headquarters at 1889 F Street, N.W, Washington, DC, 20006, and Parliamentarians for Global Action (hereinafter "PGA"), an independent network with approximately 1,300 legislators in approximately 130 parliaments worldwide with its headquarters at 132 Nassau Street, Suite 1419, New York, NY 10038,

BEARING IN MIND that the Charter of the Organization of American States (hereinafter "OAS Charter") establishes in its preamble that "representative democracy is an indispensable condition for the stability, peace and development of the region", and that one of its essential purposes as established in Article 1 thereof is "to promote and consolidate representative democracy;

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

CONSIDERING that the main purpose of the Legislative Branch Unit of the Secretariat for Strengthening of Democracy (hereinafter "SSD") of the GS/OAS to support state, national and regional parliaments, in their efforts to modernize and strengthen the legislature, and promote parliamentary cooperation;

CONSIDERING that PGA has the objective promotion of human rights, peace, democracy, gender equality and inclusion, through mobilization of joint coordinated action by parliamentarians; and

CONSIDERING that the GS/OAS is the central and permanent organ of the Organization of American States ("OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71);

HAVE AGREED AS FOLLOWS:

ARTICLE I  
PURPOSE

1.1 The objective of this Memorandum of Understanding (“MoU”) is to establish a framework to enhance cooperation and interaction between the OAS and PGA in areas of common concerns, in particular, democracy, human rights, innovation, legal systems, and the rule of law.

ARTICLE II  
AREAS OF COOPERATION

2.1 In pursuit of the aim of this Memorandum of Understanding, PGA 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) Facilitate parliamentary exchange in the context of OAS General Assembly and Summit of the Americas processes, including through regional and sub-regional coordination mechanisms within the global PGA network and its pro-democracy and human rights’ campaigns.
- b) Promote activities, initiatives and events to educate, synthesize, build the technical capacity and strengthen the political will of parliamentarians, to be able to legislate more effectively in complex issues regarding regulation and innovation of technologies, providing helpful tools and means of a more innovative and direct political communication and dialogue with their constituents, and help to close the digital gap and achieve “Universal digital access.”

ARTICLE III  
SPECIAL COOPERATION RELATIONS

3.1 This Memorandum of Understanding shall provide a framework for inter-institutional dialogue and cooperation between PGA and the 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 at meetings of the 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 (publications, campaign updates, memoranda etc.).
- f) The Parties shall define mechanism for submitting draft resolutions and communiqués.

**ARTICLE IV  
FINANCIAL PROVISIONS**

4.1 This Memorandum of Understanding 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 NOTICE**

5.1 The Secretariat for Strengthening of Democracy of the GS/OAS, through the Head of the Legislative Branch Unit, and the Secretary General of PGA 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)          Secretariat for Strengthening of Democracy  <b>Legislative Branch Unit</b>  <b>Mr. Moises Benamor</b>          mbenamor@oas.org</p> <p>1889 F Street N.W.          Washington DC 20006 U.S.A.          Tel: 202-458-6072          Fax: 202-458-6319</p>	<p>Parliamentarians for Global Action (PGA)  <b>Secretary-General</b>  <b>Dr. David Donat Cattin</b>  <b>Donat@pgaction.org</b></p> <p>Headquarters/ UN Office, NY          132 Nassau Street, Suite 1419          New York, NY 10038, USA          Tel: +1-212-687-7755          Fax: +1-212-687-8409</p>
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ARTICLE VIII  
GENERAL PROVISIONS

8.1 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 VII, and 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 in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 8.4

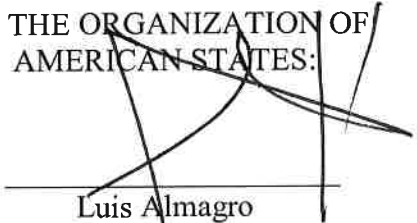
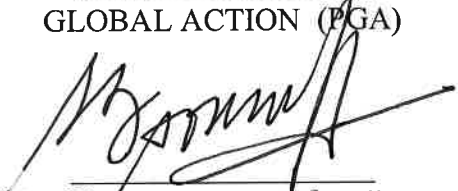
8.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

8.3 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 8.4

8.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 3.1 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

8.5 Articles VII and VIII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below: Washington DC, February 24<sup>th</sup> 2020.

<p>FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:</p>  <p>_____ Luis Almagro Secretary General</p>	<p>FOR PARLIAMENTARIANS FOR GLOBAL ACTION (PGA)</p>  <p>_____ Victor Bisno (Member of Parliament) Chairperson, International Council</p>
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5.3 All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

5.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party 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 DISPUTE RESOLUTION

7.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 3.1, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”) or of the Inter-American Commercial Arbitration Commission (“IACAC”) currently in effect. The place of arbitration shall be Washington D.C, U.S.A.<sup>1</sup> The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator’s decision shall be final, binding and not subject to appeal.

7.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

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