



Organization of
American States



INTERNATIONAL ELECTORAL ACCREDITATION BODY PARTNER AGREEMENT

1 PURPOSE

The International Electoral Accreditation Body (“IEAB”) is an office operated by the Department of Electoral Cooperation and Observation of the General Secretariat of the Organization of American States (“GS/OAS”). The IEAB, as the principal dependency within the GS/OAS responsible for the management, coordination, and delivery of electoral accreditation services, works to promote transparency and quality in elections by supporting the certification of election management bodies against international electoral standards such as ISO/TS 17582. To achieve this objective, the IEAB grants accreditations to organizations that demonstrate the requisite expertise, proficiency, integrity and capability to deliver one or more Services (as defined herein) as IEAB Partners and who agree to be legally bound by the terms and conditions contained in this Partner Agreement (this “Agreement”).

2 DEFINITIONS

- (a) “Accreditation” means the formal recognition of the ability of an organization to deliver one or more of the Services offered by the IEAB.
- (b) “Marks” means the marks, as listed on the IEAB website at <http://www.oas-ieab.org>, which are associated with Accreditation and IEAB services.
- (c) “IEAB-Accredited” means an organization that has successfully and demonstrably met all requirements for the procurement and maintenance of Accreditation as set forth in Section 3.
- (d) “IEAB-Authorized” means an individual who has successfully and demonstrably met all requirements for the procurement maintenance of Authorization as set forth in the International Electoral Accreditation Body Authorization Agreement.
- (d) “IEAB Partner” means an Accredited organization that is selected by the IEAB, monitored by the IEAB, and licensed by the IEAB under a written agreement between the IEAB and such organization to deliver certain IEAB Services.
- (e) “Service(s)” means one or more of the assessment or training services offered by the IEAB under this Agreement as reflected on the IEAB website at <http://www.oas-ieab.org>. IEAB Partners must complete formally documented processes in order to become IEAB Accredited in any and all Services.
- (f) “Course Participant,” means an individual who is registered to receive IEAB-licensed [Services?]

3 ACCREDITATION

- (a) Accreditation Requirements. In order to procure and sustain Accreditation, you must:
- (i) Follow the application process and pay the requisite fee for the relevant Service as described on the IEAB website at <http://www.oas-ieab.org> and
 - (ii) Meet all accreditation requirements of the relevant Service including, but not limited to, relevant experience, certifications, education, methodologies and professional conduct policies, which are set forth on the IEAB website at <http://www.oas-ieab.org>. IEAB reserves the right to change the Service and/or the requirements for Accreditation in the Service at any time without cause and without notice. IEAB also reserves the right to discontinue any Service for any reason at any time.
 - (iii) Agree in writing to abide by the IEAB's Code of Professional Conduct ("COPC"), a copy of which has been provided to you and is set forth on the IEAB website at <http://www.oas-ieab.org>; and
 - (iv) Abide by the quality guidelines for the relevant Service as set forth on the IEAB website at <http://www.oas-ieab.org>; and
 - (v) Execute or electronically accept the terms of this Partner Agreement and any new versions or updates to such Partner Agreement at such times as the IEAB may request.
- (b) Issuance of Certificate. Once you have met all of the criteria for the relevant Service(s), including the acceptance of this Agreement, the IEAB will issue the requisite Certificate(s) to you as evidence of your IEAB Accreditation in a particular Service or Services.
- (c) Expiration of Accreditation/Renewal Requirements. Accreditations for all Services expire three (3) years after issuance and must be renewed in accordance with the criteria as set forth on the IEAB website at <http://www.oas-ieab.org>. Notwithstanding anything in this Agreement to the contrary, the IEAB retains the right to reject the renewal of any Accreditation that the IEAB believes will adversely affect the IEAB.

4 TERM AND TERMINATION

Term. This Agreement becomes effective upon submission of this signed Partner agreement. All Accreditations are immediately effective on the date on which you receive formal notice from the IEAB that you have met all the requisite requirements for Accreditation in a particular Service and shall continue in effect until all of your IEAB Accreditations have expired or have been revoked, subject to suspension as provided below.

5 SUSPENSION OF ACCREDITATION

- (a) Causes for Suspension. The IEAB may suspend one or more of your Accreditations, upon written notice to you, effective as of the date specified in such notice, if:
- (i) The IEAB determines that the quality of your delivery of IEAB Services does not meet the quality guidelines for the relevant Services as set forth on the IEAB website at <http://www.oas-ieab.org> or
 - (ii) You have failed to follow the policies, procedures, and methods as specified by the Service; or
 - (iii) You are delinquent in the payment of any fees due to the IEAB; or
 - (iv) The IEAB determines, in its sole discretion, that you are in breach of any of the terms of this Agreement and you fail to cure such breach within fifteen (15) days after written notice from the IEAB.
- (b) Effect of Suspension. Upon the effective date of your suspension, as notified by the IEAB, all of your rights to deliver IEAB services under the relevant Service shall be immediately suspended and you shall be prohibited from delivering those Services until your suspension is lifted by the IEAB.
- (c) Remediation. If one or more of your Accreditations is suspended:
- (i) Within fifteen (15) days of the IEAB's notice of suspension to you, IEAB will furnish you with an outline of remedial actions that you must take in order for the IEAB to reverse your suspension;
 - (ii) Promptly after your receipt of such outline, you must notify the IEAB that you will begin to execute the specified remedial actions within the designated time frame; and
 - (iii) If the IEAB, in its sole discretion, is satisfied with the remedial actions taken by you, the IEAB may lift the suspension of your Accreditation by written notice.

6 REVOCATION OF ACCREDITATION

- (a) Causes for Revocation. The IEAB may revoke one or more of your Accreditations, upon written notice to you, effective as of the date specified in such notice, if:
- (i) While under suspension, you fail to complete the specified remedial actions to the satisfaction of the IEAB; or
 - (ii) You have failed to follow the policies, procedures, and methods as specified by the Service; or
 - (iii) You have had one or more Accreditations (whether for the same or different Services) suspended two (2) times prior to the recent event requiring suspension; or
 - (iv) You have participated in any action that compromises the integrity and confidentiality of any aspect or component of a Service, including but not limited to a breach of the COPC. In the event that

revocation is due to a violation of the COPC, your Accreditations in all IEAB Services shall be revoked.

- (b) Effect of Revocation. Upon the effective date of your revocation:
- (i) Your right to deliver IEAB Services under the relevant Service is revoked; and
 - (ii) Your right to use the Marks relating to the relevant Service is revoked; and
 - (iii) Your right to use the credential “IEAB-Accredited” (relating to the relevant Service) is revoked; and
 - (iv) Your name will be immediately removed from the IEAB Partner Directory as an IEAB-Accredited organization of the relevant Service; and
 - (v) In the event revocation is due to a violation of the COPC, your Accreditations in all Services shall be terminated and you shall be barred from applying for IEAB Accreditation for any Service in the future.

7 REVIEW AND APPEALS PROCESS

In the event that your Accreditation is suspended or revoked, you may be permitted to appeal such suspension or revocation. In such event, you must follow the review and appeal procedures applicable to the relevant Service as set forth on <http://www.oas-ieab.org>.

8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

- (a) Confidentiality. You agree to retain in confidence all information and methodologies obtained from the IEAB during the Accreditation process and during your tenure as an IEAB-Accredited organization. This information includes, but is not limited to, assessment documents, training materials, exam questions and certification assessment methodology. You agree that the contents of all IEAB-administered exams are confidential and that the disclosure of any such information would compromise the integrity of the Service(s) and of Accreditations. Such disclosure may result in the revocation of your Accreditation or Accreditations, in addition to all other legal recourse available to the IEAB. Your obligations of confidentiality hereunder shall survive the expiration or termination of this Agreement.
- (b) Intellectual Property Ownership. IEAB retains all rights, title and interest in and to all Services and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein.
- (c) Use of Marks. Subject to the terms and conditions of this Agreement, the IEAB grants to you a non-exclusive and non-transferable license to use the Marks relating to the Service Accreditation(s) that you have been granted in accordance with the guidelines set forth on <http://www.oas-ieab.org>. You are not permitted to use any such Marks until the IEAB has notified you in writing that you have achieved Accredited status for the particular Service or Service(s).

9 SERVICE DELIVERY

- (a) Authorized Professionals. All IEAB services provided through the IEAB Partner shall be delivered by IEAB Authorized Professionals in good standing with the IEAB.
- (b) Transferability. All Accreditations are non-transferable. The IEAB-Partner is not permitted to transfer any of its Accreditations to another entity or individual.
- (c) Service Limitations. The IEAB Partner shall be limited to providing only those Services for which it is specifically Accredited.
- (d) Training Courses. The IEAB Partner shall deliver licensed training courses in accordance with the following:
 - (i) IEAB licensed training courses shall only be presented by IEAB-Authorized Instructors using IEAB-licensed training materials and training processes.
 - (ii) The IEAB Partner shall ensure that IEAB-Authorized Instructors submit an attendee list using the IEAB-provided attendee list template within 30 days of the end date of the course.
 - (iii) If any Course Participant has requested that his or her identity not be released to IEAB, the IEAB Partner shall report the participant as “Anonymous Participant” (enter first name as “Anonymous” and last name as “Participant”) on the required attendee lists and shall inform the participant that the participant will not receive a course completion certificate or prerequisite credit, and that such participant will be (i) unable to retroactively elect to provide personal information and receive credit, and (ii) ineligible to participate in advanced courses, certification activities, authorization activities, or any other activities that require proof of completion of the course.
 - (iv) For each attendee list submission, the IEAB Partner and IEAB-Authorized Instructor(s) for the course will receive a confirmation of such submission from the IEAB. The IEAB Partner and/or the IEAB-Authorized Instructor(s) will have 30 days from delivery of the confirmation to request any additions to attendee list. No names will be added after 30 days.
 - (v) IEAB shall make available course completion certificate templates with the appropriate Marks and Seals to be provided to the IEAB Partner’s Course Participants who successfully complete IEAB-sanctioned courses. The IEAB Partner shall be responsible for providing the certificates to the individual Course Participants.
 - (vi) Within 30 days of the delivery of any course under this Agreement, the IEAB Partner shall transmit completed course evaluation forms to the IEAB.
 - (vii) Course evaluation forms and other class data may be reviewed by the IEAB to evaluate the quality of course delivery. The IEAB may perform random reviews of IEAB Partner-delivered courses at the discretion of the IEAB, including on-site reviews of courses in progress and follow-up surveys with Course Participants. The

IEAB shall notify the IEAB Partner if an on-site review will be performed and schedule with the IEAB Partner a time for such review to occur. The IEAB Partner shall not be responsible for any expenses incurred by IEAB in performing any review. After an on-site review, the IEAB shall provide a written evaluation to the IEAB Partner, which may include recommended actions and mitigation plan. The IEAB may perform subsequent random reviews at its discretion.

The IEAB reserves the right to conduct follow up surveys of Course Participants who have attended IEAB Partner-delivered offerings of courses.

- (e) Assessments. The IEAB Partner shall perform licensed assessments in accordance with the following:
- (i) IEAB sanctioned assessments shall be performed exclusively by IEAB-Authorized Lead Assessors using IEAB-licensed assessment materials and assessment processes.
 - (ii) Prior to the commencement of any formal assessment delivered under this agreement, the IEAB Partner shall submit an assessment plan on an IEAB-licensed template for IEAB review and approval.
 - (iii) Within 30 days of the completion of any IEAB sanctioned assessment delivered under this Agreement, the IEAB Partner shall ensure that a completed assessment report is submitted to the IEAB.
 - (iv) All IEAB sanctioned assessments will undergo a quality review audit executed by the IEAB to ensure the assessment meets the requirements described in the IEAB Assessment Handbook, as reflected on the IEAB website at <http://www.oas-ieab.org>, and complies with other policies relating to the quality and integrity of IEAB sanctioned assessments.

Audits may range from requests for and analyses of detailed assessment information to an on-site analysis of the assessed organization's documents and records.

The IEAB may perform random reviews of IEAB Partner-led certification assessments at the discretion of the IEAB, including on-site reviews of assessments and follow-up surveys with certifying organizations. The IEAB shall notify the IEAB Partner if an on-site review will be performed and schedule with the IEAB Partner a time for such review to occur.

10 LIMITATION OF LIABILITY/INDEMNIFICATION

- (a) Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by IEAB to you are granted and/or provided on an "as is" basis. IEAB makes no warranties of any kind, either express or implied, as to any matter, and all such warranties, including warranties of merchantability and fitness for a particular purpose, are expressly

disclaimed. Without limiting the generality of the foregoing, IEAB does not make any warranty of any kind relating to exclusivity, informational content, error-free operation, results to be obtained from use, freedom from patent, trademark and copyright infringement and/or freedom from theft of trade secrets. You are prohibited from making any express or implied warranty to any third party on behalf of IEAB relating to any IEAB programs, materials or products.

GS/OAS shall not be liable to you or any third party for any reason whatsoever arising out of or relating to this agreement (including any breach of this agreement) for any damages whatsoever, including but not limited to loss of profits or for incidental, indirect, special or consequential damages, even if GS/OAS has been advised of the possibility of such damages or has or gains knowledge of the existence of such damages.

- (b) Indemnification. You agree to defend and indemnify GS/OAS and its employees and agents from and against any and all liability, damage, loss or expense (including reasonable attorney's fees and expenses) incurred by or imposed upon any of GS/OAS and/or its employees and agents in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to you under this Agreement or and Accreditation Program under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

11 **ASSIGNMENTS**

You may not assign any rights, licenses or obligations received under this Agreement. Any attempted assignment in violation of this Agreement shall be deemed null and void.

12 **MISCELLANEOUS**

- (a) Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either you or the GS/OAS to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if it is made in writing and signed by both you and GS/OAS.
- (b) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.
- (c). Privileges and Immunities. Nothing in this Agreement constitutes an express or implied waiver by GS/OAS of its privileges and immunities under the laws of the United States of America or international law.

- (d) Disputes. To dispute any decision of the IEAB regarding revocation or suspension of Accreditation, you must exhaust the review and appeals procedures for the relevant Service. Thereafter, all claims and/or controversies of every kind and nature arising out of or relating to this Agreement shall be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final and binding arbitration in accordance with the selected entity's rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.
- (e) Governing Law. The law applicable to this Agreement is the law of the District of Columbia, USA.
- (f) Notices. It is your responsibility to maintain a current address with the IEAB. All notices required to be given to you under this Agreement will be delivered to the last address that you provide to the IEAB.
- (f) Entire Agreement. This Agreement is the complete agreement regarding the Accreditation(s) obtained by you and replaces any prior oral or written communications between the GS/OAS and you.

YOU HEREBY REPRESENT TO THE GS/OAS THAT YOU (1) HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT; (2) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT; AND (3) ACKNOWLEDGE THAT THE GS/OAS IS RELYING ON SUCH REPRESENTATIONS IN GRANTING YOU ACCREDITATION.

Name: _____

Title: _____

Date: _____

Place: _____

Signature: _____