



Organization of
American States



INTERNATIONAL ELECTORAL ACCREDITATION BODY LICENSING 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. Towards this objective, the IEAB grants licenses to Accredited IEAB Partners to use its intellectual property including, but not limited to, formal processes, training materials, document and record templates, handbooks, guidebooks and other collateral to deliver IEAB-licensed training and/or IEAB sanctioned assessments as authorized by the associated IEAB Partner Agreement. IEAB Partner agrees to be legally bound by the terms and conditions contained in this Licensing 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) “Assessment” means the evaluation of compliance with international electoral standards by an IEAB-Accredited Partner.
- (c) “Marks” means the marks, as listed on the IEAB website at <http://www.oas-ieab.org>, which are associated with Accreditation and IEAB services.
- (d) “IEAB-Accredited” means an organization that has successfully and demonstrably met all requirements for the procurement and maintenance of Accreditation as set forth in the IEAB Partner Agreement.
- (e) “IEAB-Authorized” means an individual that has successfully and demonstrably met all requirements for the procurement maintenance of Authorization as set forth in the IEAB Authorization Agreement.
- (f) “IEAB Partner” means an Accredited organization that is selected by the IEAB, monitored by the IEAB, and licensed by the IEAB, pursuant to the IEAB Partner Agreement, to deliver certain IEAB Services.
- (g) “Service(s)” means one or more of the assessment or training services offered by the IEAB under this Agreement, the IEAB Partner Agreement, and 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.

- (h) "Course Participant," means an individual that is receiving IEAB-licensed training services,"
- (i) "Assessed Organization," means an organization that is receiving IEAB-licensed Assessment Services."
- (j) "Assessment Team" means a group of professionals, led ay an IEAB-Authorized Lead Assessor and sponsored by an IEAB Partner that delivers Assessment services to an Assessed Organization.

3 RIGHTS IN OWNERSHIP

- (a) Intellectual Property Ownership. IEAB retains all rights, title and interest in and to all Services and related information, content, data, documents, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein.
- (b) 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).
- (c) IEAB shall own and maintain all IEAB licensed materials. IEAB Partner and its Authorized Professionals are encouraged to submit change requests to the IEAB for review.

4 RESPONSIBILITIES OF THE LICENSEE

- (a) Protection of Licensed Materials. IEAB Partner and its agents (including IEAB Authorized-Instructors and IEAB Authorized-Lead Assessors) shall ensure that IEAB licensed materials are protected from misuse and unauthorized reproduction or dissemination.
- (b) IEAB Marks and Notices. IEAB Partner and its agents (including IEAB Authorized-Instructors and IEAB Authorized-Lead Assessors) shall not remove, replace, alter, or obscure any IEAB Marks (including, but not limited to, the IEAB logo) or IEAB copyright notices.

5 USE OF LICENSED MATERIALS

- (a) Modifications to Licensed Materials. IEAB Partner may alter IEAB materials only to make minor grammatical corrections or to change spelling to accommodate regional style (such as changing "center" to "centre"). No other changes may be made to IEAB materials unless agreed to in advance, in writing, by the IEAB.
- (b) Supplementary Material. Supplementary material, clearly designated as such, may be added. Supplementary materials shall not be used to replace IEAB-supplied material or contain the IEAB logo and/or copyright notices.
- (c) Reproduction of Licensed Training Materials. IEAB Partner may make one paper copy of student materials per Course Participant. Written permission from the IEAB is required for all other reproduction. IEAB Partner may engage a third party to reproduce course materials as long as (i) the number of copies produced is limited to one copy of the materials per Course Participant, and (ii) any copies produced are distributed exclusively to Course Participants.
- (d) Sharing of Licensed Assessment Materials. IEAB Partner may provide to the Lead Assessor electronic copies of the Assessment services materials for use by the Assessment Team to

conduct the Assessment. IEAB Partner shall not provide any electronic materials to its clients or customers.

- (e) Assembly of Training Materials. IEAB training materials should be assembled and delivered according to assembly instructions and in accordance with the instructor collateral materials provided in the instructor download file that is provided for each course.
- (f) Prohibition for Use in Distance Learning. Except with the prior written approval of the IEAB, use of IEAB licensed materials in distance learning, through the use of teleconference, videoconference or other remote access learning media for IEAB training courses is prohibited.

6 LIMITATION OF LIABILITY/INDEMNIFICATION

- (a) Limitation of Liability. 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 Services, 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 attorneys 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).

7 ASSIGNMENTS

Assignment. 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.

8 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 of 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 in writing and signed by both you and the 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) Entire Agreement. This Agreement is the complete agreement regarding the licensing of IEAB intellectual property by you and replaces any prior oral or written communications between the IEAB and you.

YOU HEREBY REPRESENT TO THE GS/OAS THAT YOU (1) HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND (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 LICENSES TO YOU.

Name: _____

Title: _____

Date: _____

Place: _____

Signature: _____