



Organization of
American States



INTERNATIONAL ELECTORAL ACCREDITATION BODY AUTHORIZATION 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 authorizations to professionals that demonstrate proficiency in a specific set of skills, abilities and knowledge relative to delivering IEAB services.

This Authorization Agreement ("Agreement") is an agreement between you ("you" or "your") and the IEAB. The terms and conditions of this Agreement apply to (a) any IEAB Authorizations that you have attained, and (b) your participation in the IEAB Authorization Program, including your access and use of any IEAB Authorization Program benefit, IEAB Authorization Credential, or any IEAB Authorization Logo that are made available to you as part of the program.

2 DEFINITIONS

- (a) "Authorization" means the status achieved with respect to one or more of the IEAB Authorization Programs offered by the IEAB and listed on the IEAB website at <http://www.oas-ieab.org>.
- (b) "Marks" means the marks, as listed on the IEAB website at <http://www.oas-ieab.org>, which are associated with Accreditation, Authorization and IEAB services.
- (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>. Individuals must complete formally documented processes in order to become IEAB Authorized in any and all Services.

3 AUTHORIZATION PROGRAMS

- (a) Obtaining IEAB Authorization. To obtain an Authorization and to use the corresponding name and/or logo, you must have successfully
 - (i) passed all required Authorization exams
 - (ii) accepted and agreed to comply with the terms and conditions in this Agreement;
 - (iii) satisfied and accepted and agreed to comply with all Guidelines and Authorization requirements as reflected on the IEAB website at <http://www.oas-ieab.org>.

- (b) Maintaining IEAB Authorization. To obtain an Authorization and to use the corresponding name and/or logo, you must
 - (i) meet all current requirements for the IEAB Authorization;
 - (ii) comply with the terms and conditions in the Agreement; and
 - (iii) comply with all Guidelines and Authorization requirements as reflected on the IEAB website at <http://www.oas-ieab.org>.

- (c) Authorization Exams. Authorization exams, including exam questions and answers thereto, constitute IEAB confidential information and are protected by trade secret law and the terms of this Agreement and may not be disclosed to or discussed with others or posted or published in any forum or through any medium. Anyone in violation of this Agreement or engaging in fraudulent behavior may be de-Authorized and terminated from the Authorization Program and/or permanently ineligible to participate in the Authorization Program as detailed in section 5 and 6 of this Agreement

- (d) Additional Terms. Authorization Program benefits may have additional terms, conditions, and licenses. You must accept those additional terms before using any Authorization Program benefit and use the Authorization Program benefits according to the terms of this Agreement and those additional terms, conditions, and licenses. You may not use an Authorization Program benefit if you do not agree to any applicable additional terms, conditions, and license.

- (e) Authorization Requirements. In order to obtain and sustain an Authorization, you must:
 - (i) Follow the application process and pay the requisite fee for the relevant Authorization as described on the IEAB website at <http://www.oas-ieab.org> and

 - (ii) Meet all Authorization requirements of the relevant Service including, but not limited to, pre-requisites, training requirements, testing, continuing education, professional conduct policies, and recertification requirements, all of 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 Authorization 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; and

- (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) work only under the auspices of an IEAB Partner organization; and
 - (v) Abide by the quality guidelines for the relevant IEAB Service(s) as set forth on the IEAB website; and
 - (vi) Execute or electronically accept the terms of this Authorization Agreement and any new versions or updates to such Authorization Agreement at such times as the IEAB may request.
- (f) 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 Authorization in a particular Service or Services.
- (g) Expiration of Authorization/Renewal Requirements. Authorizations 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 Authorization that the IEAB believes will adversely affect the IEAB.

4 TERM AND TERMINATION

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

5 SUSPENSION OF AUTHORIZATION

- (a) Causes for Suspension. The IEAB may suspend one or more of your Authorizations, 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) You have provided IEAB services independently of an IEAB Partner organization; 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 Authorizations 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 Authorization by written notice.

6 REVOCATION OF AUTHORIZATION

- (a) Termination without Cause: Either party may terminate this agreement at any time, with or without cause, with written notice to the other party on thirty (30) calendar days prior to the date specified in such notice.
- (b) Termination and Revocation of Authorization for Cause. The IEAB may revoke one or more of your Authorizations, 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 Authorizations (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 Authorizations in all IEAB Services shall be revoked.
- (c) 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-Authorized" (relating to the relevant Service) is revoked; and
- (iv) Your name will be immediately removed from the IEAB Authorized Professional Directory as an IEAB-Authorized professional of the relevant Service; and
- (v) In the event revocation is due to a violation of the COPC, your Authorizations in all Services shall be terminated and you shall be barred from applying for IEAB Authorization for any Service in the future.

7 REVIEW AND APPEALS PROCESS

In the event that your Authorization 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 Authorization process and during your tenure as an IEAB-Authorized professional. This information includes, but is not limited to, Authorization materials and exam questions. 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 Authorizations. Such disclosure may result in the revocation of your Authorization or Authorizations, 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 Authorization(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 Authorized status for the particular Service or Service(s).

9 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 Authorization 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).

10 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.

11 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 an arbitrator 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 Authorization, 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.
- (g) Entire Agreement. This Agreement is the complete agreement regarding the Authorization(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 AUTHORIZATION.

Name: _____

Title: _____

Date: _____

Place: _____

Signature: _____