



AGREEMENT

BETWEEN

**THE MINISTRY OF HOME AFFAIRS AND THE
INDEPENDENT ELECTORAL COMMISSION OF THE REPUBLIC OF
SURINAME**

AND

**THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES**

**ON THE ELECTORAL OBSERVATION PROCESS IN THE GENERAL
ELECTIONS TO BE HELD ON MAY 25, 2015**

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THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
AND THE MINISTRY OF HOME AFFAIRS AND THE
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ON THE ELECTORAL OBSERVATION PROCESS IN THE GENERAL
ELECTIONS TO BE HELD ON MAY 25, 2015**

The Parties, the Ministry of Home Affairs and the Independent Electoral Commission of Suriname and the General Secretariat of the Organization of American States (hereinafter the "GS/OAS");




WHEREAS:

On the 19th day of August 2014, the Government of the Republic of Suriname (hereinafter referred to as the "Government") through its Permanent Mission to the Organization of American States requested that the Secretary General of the Organization of American States (hereinafter the "Secretary General") send an OAS Observation Mission (hereinafter referred to as the "Mission") with the purpose of observing the electoral process with respect to the General Elections to be held on May 25, 2015;

In Resolution AG/RES. 991 (XIX-O/89), the General Assembly of the OAS recommended to the Secretary General that "when a member state so requests in the exercise of its sovereignty, missions should be organized and sent to said state to monitor the development, if possible at all stages, of each of its electoral processes";

Article 24 of the Inter-American Democratic Charter states in pertinent part as follows: "*The electoral observation missions shall be carried out at the request of the member state concerned. To that end, the government of that state and the Secretary General shall enter into an agreement establishing the scope and coverage of the electoral observation mission in question. The member state shall guarantee conditions of security, free access to information, and full cooperation with the electoral observation mission....*"; and

In a note dated September 30, 2014, the GS/OAS accepted the invitation from the Republic of Suriname and arranged to send the Mission to Suriname with the objective of observing the General Elections on May 25, 2015,



THE PARTIES AGREE AS FOLLOWS:

First: Guarantees

a) The Ministry of Home Affairs and the Independent Electoral Commission (hereinafter the "Relevant Authorities") shall guarantee the Mission access to all facilities for the adequate fulfillment of the observation of the elections on May 25, 2015 in Suriname, in conformity with the relevant laws and standards of Suriname and the terms of this Agreement.

b) The Relevant Authorities shall guarantee that their authorities will be duly instructed so that the Mission is granted complete access to all of its installations, as well as to timely information regarding the development and progress of the election calendar.

c) The Relevant Authorities, on the day of the elections, shall guarantee the Mission access to voting locations, from the installation of the polling stations until the official count is tabulated nationally.

Second: Information

a) The Relevant Authorities shall furnish the Mission with all information referring to the organization, direction, and supervision of the electoral process. The Mission will be able to request of the Relevant Authorities such additional information as is necessary for the exercise of its functions, and the Relevant Authorities shall provide such information promptly.

b) The Mission shall inform the Relevant Authorities about any irregularities and/or interference, which it might observe or of which it might learn. Similarly, the Mission will be able to solicit information from the Relevant Authorities regarding any measures that may have been taken with respect to such irregularities.

c) The Relevant Authorities shall provide the Mission with information related to the electoral rolls and other computerized electoral data referring to the same. Similarly, the Relevant Authorities shall provide all other information relative to the computer systems used on Election Day, and will offer demonstrations of the systems' operation to the Mission.

d.) The Relevant Authorities shall guarantee the Mission access to all electoral bodies responsible for vote counting and tabulation. Similarly, the Relevant Authorities shall permit the Mission to conduct any evaluations deemed necessary of the voting system and of the communication utilized to transmit electoral results. At the same time, the Relevant Authorities must guarantee complete access to the complaints process and quality controls that occur before and after the process.



e.) The Relevant Authorities further guarantee the Mission access to all polling stations throughout the national territory of the Republic of Suriname.

f) The Relevant Authorities shall guarantee the Mission access to information on the provisional tabulation and the final tabulation of results, and shall guarantee access by members of the Mission to the respective vote counting centers, as well as copies of documents printed electronically.

Third: General Provisions

a) The GS/OAS will communicate to the leadership of the Relevant Authorities the names of the persons who will comprise the Mission, who will be duly identified with an identification credential issued by the GS/OAS and by the Relevant Authorities; The Secretary General designates Irene Klinger as Chief of Mission, who will represent the Mission and its members before the Relevant Authorities and before the Government;

b) The Mission will act impartially, objectively, and independently in the fulfillment of its mandate;

c) The Secretary General shall send to the leadership of the Relevant Authorities a copy of the final report of the Mission, following the selection of the President and Vice President;

d) The Relevant Authorities will make known and disseminate the contents of this Agreement among all electoral bodies and among all personnel involved in the electoral process.

Fourth: Privileges and Immunities

No provision of this Agreement shall be construed as an express or implied waiver of the privileges and immunities of the OAS, any of its organs, its personnel and its property under the OAS Charter, whose instrument of ratification was deposited by the Government of Suriname on June 8th, 1977, and the Agreement between the Government of the Republic of Suriname and the General Secretariat of the Organization of American States on the Functioning of the Office of the General Secretariat of the Organization of American States in Suriname and Recognition of its Privileges and Immunities, signed on February 19th, 1998; and the Agreement on Privileges and Immunities of the OAS Group of International Observers related to the electoral process in Suriname, signed on May 4th, 2015.

Fifth: Resolution of Disputes

The Parties shall attempt to resolve through direct negotiations any disputes arising in relation to the interpretation and/or implementation of this Agreement. If the negotiations do not result in the resolution of the dispute, the matter shall be submitted to arbitration in accordance with the procedure agreed to by the parties.



Sixth: Amendments

Amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties and attached hereto. Any Amendments will become an integral part of this Agreement, and shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise.

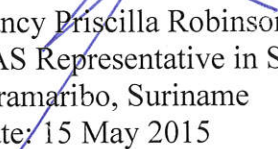
Seventh: Entry into Force and Termination

This Agreement shall enter into force on the date and upon the signature of the Parties. This Agreement shall remain in force until the Mission has concluded all of its duties related to the electoral process in Suriname.

This Agreement may be terminated by either Party with or without cause. Termination must be effected by means of no less than five days' written notice to the other Party.


IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and locations indicated below.

FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES




Nancy Priscilla Robinson
OAS Representative in Suriname
Paramaribo, Suriname
Date: 15 May 2015

FOR THE MINISTRY OF
HOME AFFAIRS OF SURINAME



Adjaykoemar Moensi
Permanent Secretary of Home Affairs
Paramaribo, Suriname
Date: 15 May 2015

FOR THE INDEPENDENT ELECTORAL
COMMISSION OF SURINAME



Jennifer Van Dijk-Silos
President, Independent Electoral
Commission
Paramaribo, Suriname
Date: 15 May 2015

for approval.