

**AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF THE AMERICAN STATES**  
**AND**  
**THE REPUBLIC OF SURINAME,**  
**THE INDEPENDENT ELECTORAL COUNCIL OF SURINAME**  
**ON**  
**THE ELECTORAL OBSERVATION PROCESS IN THE GENERAL**  
**ELECTIONS TO BE HELD ON MAY 25, 2020**

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TO BE HELD ON MAY 25, 2020**

The Parties, the General Secretariat of the Organization of American States (hereinafter the "GS/OAS") and the Republic of Suriname, the Independent Electoral Council of Suriname;

**CONSIDERING:**

THAT on the 19<sup>th</sup> day of June 2019, the Government of the Republic of Suriname (hereinafter referred to as the "Government") invited the Secretary General of the Organization of American States (hereinafter the "Secretary General") to send an OAS Electoral Observation Mission (hereinafter referred to as the "Mission") with the purpose of witnessing the General Elections to be held in Suriname on May 25, 2020;

THAT 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";

THAT Article 24 of the Inter-American Democratic Charter states:

*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.*

*Electoral observation missions shall be carried out in accordance with the principles and norms of the OAS. The Organization shall ensure that these missions are effective and independent and shall provide them with the necessary resources for that purpose. They shall be conducted in an objective, impartial, and transparent manner and with the appropriate technical expertise; and*

THAT in a note dated June 28, 2019 the Secretary General welcomed the Government's request, and arranged to send a Mission to Suriname with the objective of observing the General Elections on May 25, 2020;

**WHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**First:        Guarantees**

a)        The Ministry of Home Affairs and the Independent Electoral Council shall guarantee the Mission access to all facilities for the adequate fulfillment of the observation of the elections on May 25, 2020 in Suriname, in conformity with the relevant laws and standards of Suriname and the terms of this Agreement;

b)        The Ministry of Home Affairs and the Independent Electoral Council shall guarantee the Mission access to all polling stations and other locations and facilities related to the election throughout the national territory of the Republic of Suriname until the official count is tabulated nationally;

c)        The Ministry of Home Affairs and the Independent Electoral Council shall guarantee the Mission complete access to the locations in which the process of counting and tabulating votes will take place;

d)        The Ministry of Home Affairs and the Independent Electoral Council shall guarantee that its authorities will be duly instructed so that the Observers are granted complete access to all of their installations, as well as to timely information regarding the development and progress of the election calendar; and

e)        The Ministry of Home Affairs and the Independent Electoral Council shall guarantee the Mission access to all electoral bodies responsible for vote counting and tabulation. Similarly, the Ministry of Home Affairs and the Independent Electoral Council 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 Ministry of Home Affairs and the Independent Electoral Council will guarantee complete access to the complaints process and quality controls that occur before and after the process and are of interest to the Mission.

**Second:        Information**

a)        The Ministry of Home Affairs and the Independent Electoral Council 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 Ministry of Home Affairs and the Independent Electoral Council such additional information as is necessary for the exercise of its functions and these institutions shall provide such information promptly;



b) The Mission shall inform the Ministry of Home Affairs and the Independent Electoral Council about any irregularities and/or interference, which it might observe or of which it might learn. Similarly, the Mission shall be able to solicit from the Ministry of Home Affairs and the Independent Electoral Council any information regarding any measures, which the Ministry of Home Affairs and the Independent Electoral Council may have taken in relation to such irregularities;

c) The Ministry of Home Affairs and the Independent Electoral Council shall provide the Mission with information related to the electoral list and other computerized electoral data referring to the same. Similarly, the Ministry of Home Affairs and the Independent Electoral Council 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.

**Third: Protective Equipment Regarding the Exposure to Covid-19**

a) The Ministry of Home Affairs and the Independent Electoral Council shall provide the members of the Mission with sufficient personal protective equipment (PPE) to prevent their exposure to Covid-19 during their stay in Suriname; and

b) The Ministry of Home Affairs, the Independent Electoral Council and the GS/OAS shall agree on what constitutes sufficient PPE before the arrival of the Mission to Suriname.

**Fourth: General Provisions**

a) The GS/OAS shall communicate to the leadership of the Ministry of Home Affairs and the Independent Electoral Council the names of the persons who will comprise the group of observers, who will be duly identified with an identification credential issued by the GS/OAS, the Ministry of Home Affairs and the Independent Electoral Council;

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

c) The General Secretariat shall send to the leadership of the Ministry of Home Affairs and the Independent Electoral Council a copy of the final report of the Mission;

d) The Ministry of Home Affairs and the Independent Electoral Council shall make known and disseminate the contents of this Agreement among all electoral bodies and among all personnel involved in the electoral process.

**Fifth: Privileges and Immunities**

Nothing expressly stated or implied in this Agreement shall be construed as a waiver of the privileges and immunities of the OAS or any of its organs, their staff, and their assets may enjoy under the OAS Charter, whose instrument of ratification was deposited by the Government of Suriname on June 8<sup>th</sup>, 1977; the Agreement between the Government and the GS/OAS on the functioning of the Office of the GS/OAS in Suriname and recognition of its Privileges and Immunities, signed on February 19<sup>th</sup>, 1998; and the Agreement between the Government and the GS/OAS on the Privileges and Immunities of Observers of the General Elections to be Held in Suriname signed by the Parties on the 14<sup>th</sup> day of May, 2020, or under international law.

**Sixth: Resolutions of Controversies**

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 resolved through any procedure agreed to by the Parties.

**Seventh: Amendments**

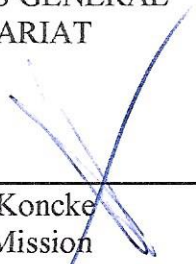

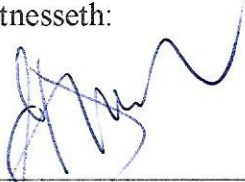

Amendments to this Agreement shall be made in writing and signed by the duly authorized representatives of the Parties and attached hereto.

**Eighth: 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 observation mission 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.

<p>FOR THE OAS GENERAL SECRETARIAT</p>  <hr/> <p>Gonzalo Koncke Chief of Mission</p> <p>Date: 23<sup>rd</sup> of May 2020 Paramaribo, Suriname</p>	<p>FOR THE REPUBLIC OF SURINAME</p>  <hr/> <p>Ambassador Luziano Truideman Permanent Secretary Administrative and Consular Affairs</p> <p>Witnesseth:</p>  <hr/> <p>Putridewi E.S. Amatsoemarto Permanent Secretary of Home Affairs</p> <p>Date: 23<sup>rd</sup> of May, 2020 Paramaribo, Suriname</p>
	<p>FOR THE INDEPENDENT ELECTORAL COUNCIL OF SURINAME</p>  <hr/> <p>Jennifer van Dijk-Silos Chair of the Independent Electoral Council</p> <p>Date: 23<sup>rd</sup> of May, 2020 Paramaribo, Suriname</p>