

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



Source of Financing: [] Regular Fund [] Specific Funds
Funds Reserved on: 02 / 11 / 2020
Purchase Order No.: 508677

The Parties, the General Secretariat of the Organization of American States ("GS/OAS") and the Independent Contractor ("the Contractor"), identified as:

- a. Name: Magar Meurs, Eric
b. Address: Nayarit 48 Col. Roma Sur, CUAUHEMOC, CDMX, MEX
c. If Legal person (including Corporation, Partnership, Non-commercial Partnership, or Limited Liability Company), name and address of agent appointed to receive legal process:
i. Name: _____ ii. Address: _____

HEREBY AGREE AS FOLLOWS:

1. **Product or Service:** The Contractor shall furnish GS/OAS with the product or service ("the Work") described in the Terms of Reference attached as Annex I, which is an integral part of this Contract.
a. The Project for which the Work is provided is: The Electoral Observation Missions Section-19050
b. The Place for delivery and/or performance of the Work is: Mexico
c. The Dates for delivery and/or performance of the Work are: From: October 29 2020 To: November 5 2020
2. **Gross Compensation and Payments:** GS/OAS shall pay the Contractor the total sum of US \$ 1,200.00 as the entire compensation ("Gross Compensation") for the Work, payable in (type of currency) USD
a. The Gross Compensation paid to a Natural Person who provides services to GS/OAS for more than one month in any calendar year under a Performance Contract or series of such Contracts shall be itemized into two categories, "net compensation" and "overhead," as set out in Annex III. (Annex III is inapplicable to and unnecessary for all other types of Performance Contracts).
b. Payment of Gross Compensation shall be made in amounts, upon the approximate dates, and upon completion of the following benchmarks, unless otherwise stated in the Terms of Reference.

<u>Benchmark</u>	<u>Estimated Date</u>	<u>Amount</u>
1. Upon completion of deliverable	November 5 2020	US \$ 1,200.00

- c. All payments are subject to Contractor's presentation of evidence of completion of the Work and to certification by GS/OAS's certifying officer that the Work is satisfactory. For purposes of this Contract, GS/OAS's certifying officer is:

Name: Glynn, Melene Avril Title: Officer

GS/OAS may unilaterally change the certifying officer and shall notify Contractor of any such change.

3. **General Terms and Conditions:** The Parties are bound by the General Terms and Conditions set out in Annex II, which is an integral part of this Contract.
4. **Contract Modification:** This Contract may be modified only by an instrument in writing signed by the duly authorized representatives of the Parties, dated, and annexed hereto. Those representatives are:

For GS/OAS: Name: Guerrero Aguirre, Francisco Javier Title: Secretary
For the Contractor: Name: Magar Meurs, Eric Title: Independent Consultant

Each party may change its duly authorized representative by advising the other by way of prior written notice.

Signed by the Parties, or their duly authorized representatives, as the case may be, on the date and in the place indicated below:

Signature	<u>[Signature]</u>	FOR GS/OAS	Signature	<u>[Signature]</u>	FOR THE CONTRACTOR
Name:	<u>Luis Almagro</u>		Name:	<u>Magar Meurs, Eric</u>	
Title:	<u>Secretary General</u>	Date <u>December 1, 2020</u>	Title:	<u>Independent Consultant</u>	Date _____
Place:	<u>Washington DC</u>		Place:	_____	

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ANNEX I
TERMS OF REFERENCE *

ORGANIZATION OF AMERICAN STATES (OAS)

SECRETARIAT FOR STRENGTHENING DEMOCRACY (SFD)

DEPARTMENT OF ELECTORAL COOPERATION AND OBSERVATION (DECO)

ELECTORAL OBSERVATION MISSION (OAS/EOM)

General Elections

United States

November 3, 2020

ELECTORAL BOUNDARIES SPECIALIST

TERMS OF REFERENCE

I. Framework

On October 5, 2020, the Secretary General of the Organization of American States, Luis Almagro, received an official invitation to deploy an Electoral Observation Mission (OAS/EOM) to observe the General Elections in the United States, scheduled for Tuesday, November 3, 2020. The Secretary General accepted the invitation and instructed the Department of Electoral Cooperation and Observation (DECO) of the Secretariat for Strengthening Democracy (SSD) to both initiate the corresponding preparations and seek external resources for the financing of the Mission.

In order to observe the process in a comprehensive manner, and considering the challenges posed by the COVID- 19 pandemic, the Electoral Observation Mission will implement a work plan which combines the presence of experts and observers on the ground with the use of virtual platforms which will facilitate long- distance engagement with stakeholders in the process. The Mission will analyze central issues in the process, such as electoral organization and technology in elections, political- electoral financing, political participation of women, media and freedom of expression, postal voting, electoral boundaries and electoral justice.

II. Functions

Considering the challenges created by the Covid- 19 pandemic, the specialist will carry out his work remotely, through virtual platforms which allow him to meet with the major stakeholders in the election and conduct a comprehensive analysis of the technical aspects of the process.

In carrying out these functions, the Specialist will work under the supervision of the Deputy Chief of Mission and DECO's Section Chief for Electoral Observation. He will also work closely with other specialists and members of the Mission.

FOR GS/OAS

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TERMS OF REFERENCE * **(Continuation)**

The Specialist will have the following responsibilities:

- a) Prepare a work plan and agenda and present them to the Deputy Chief of Mission.
- b) Identify key actors in the host country regarding the topic of electoral justice.
- c) Conduct meetings with the key actors identified.
- d) Prepare and submit all required documents to mission leadership.
- e) Participate virtually in meetings with other members of the Core Group.
- f) Participate virtually in the meetings that the mission leadership considers necessary.
- g) Prepare and submit a list of all contacts met during the exercise of the functions described previously.
- h) Prepare a preliminary and a final report on activities conducted, along with observations and recommendations on the topic.
- i) Adhere closely to the Guide for Preparation of Reports by DECO Specialists, in order to meet the requirements of form and substance requested for each specialty.
- j) Perform any other duties assigned by the DECO Director or the Section Chief for Electoral Observation

III. Deliverables

The specialist will submit two products:

- **Preliminary Report – Submission Deadline: Saturday, October 31, 2020.**

A brief report which contains the main findings on the topic, as well as any conclusions reached to that point along with recommendations on how to improve electoral districting in future elections. Some topics to address include:

- The several approaches to redistricting at the State level in the United States.
- The impact of partisan redistricting on the electoral process and access for voters.
- Legal measures taken by states since 2016 regarding redistricting.
- Legal measures taken by states that have disenfranchised voters or limited their access to the vote.
- Concerns regarding vulnerabilities or limitations in redistricting.

- **Final Report – Submission Deadline: Tuesday, November 17, 2020.**

Final Report with the information and findings resulting from Observation of the overall process, which must include the topics previously

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TERMS OF REFERENCE *
(Continuation)

addressed (in a more extensive manner), as well as specific recommendations that would serve to improve electoral districting in future elections.

IV. Duration

The contractor will serve as a Specialist for the Electoral Observation Mission in the United States from October 29 to November 5, 2020.

V. Compensation

The specialist will receive a total payment of **US\$1,200** for his work. The contract payment is subject to the presentation and approval of the respective and/or verbal reports to the leadership and Specialists of the Department of Electoral Cooperation and Observation of the Secretariat for Strengthening Democracy.

The contractor certifies that he meets the eligibility requirements laid out in the Manual for OAS Electoral Observation Missions (the Manual), which is an integral part of this Agreement, and that in the event that he is a public official, he has the authorization of his government, or the government entity to which he belongs, to work with the OAS/EOM.

1. The contractor read the Manual and in his capacity as International Observer, and pursuant to the needs of the OAS/EOM and instructions from his supervisors in the OAS/EOM, specifically pledges to meet the following obligations:
 - a. Participate in the training sessions of the OAS/EOM.
 - b. Sign and comply the "Pledge to Accompany the Code of Conduct for International Election Observer" and comply with the provisions in the "Declaration of Principles for International Election Observation Observers and the Code of Conduct for International Election Observer".
 - c. Follow the work plan established by his supervisor.
 - d. Follow the instructions from his immediate supervisor.
 - e. Inform his immediate supervisor of any situation that places or could place the objectives of the OAS/EOM and/or its members at risk.
 - f. Bring any questions, concerns, or problems exclusively to the attention of his immediate supervisor.
 - g. Comply with the security rules and instructions of the OAS/EOM.
 - h. Inform his immediate supervisor of any accident or injury to himself or to another member of the OAS/EOM in the fulfillment of his functions.
 - i. Establish contact with the political and electoral authorities and with civil society organizations.
 - j. Produce and give to his immediate supervisor a pre-electoral report that includes all aspects observed.
 - k. Send any formalized complaint to the General Coordinator of the OAS/EOM.
 - l. Prepare a final report that contains all aspects observed during the EOM/OAS and include the respective recommendations, within the specified time frames.
 - m. Turn in to his immediate supervisor all the aforementioned documents, reports, and questionnaires within the specified time

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TERMS OF REFERENCE *
(Continuation)

frames.

- n. Provide any other relevant information regarding the process observed.
- o. Become acquainted and comply with the Manual.
- p. Understand and comply with [Executive Order 15-02](#) of the GS/OAS "Policy and Conflict Resolution System for Prevention and Elimination of All Forms of Workplace Harassment".
- q. Other duties as assigned by the Mission leadership.

1. Specifically, the following prohibitions apply to the contractor:

- a. Act in a way that could compromise the neutrality, professionalism or objectives of the EOM / OAS.
- b. Failure to comply with the instructions given by my immediate supervisor in the performance of tasks of the EOM/OAS or in the performance of those without express authorization to do so.
- c. Disseminate information about the OAS/EOM that has not been officially published or without the prior authorization of the OAS/EOM leadership.
- d. Make public statements of any nature, making use or not of my quality of International Observer, on any aspect of the OAS/EOM, the electoral process or internal affairs of the host country.
- e. Establish communication with the actors of the electoral process and third parties that could compromise the image of strict neutrality of the EOM/OAS, including diplomatic representations, international organizations, and non-governmental organizations, among others.
- f. Use or allocate the assets and resources of the EOM/OAS perform any activity not related to its functions and objectives.
- g. Publish any information directly or indirectly and through any means on the electoral process observed by the EOM/OAS or on the experience and knowledge acquired during its development, up to a period of one year from the day of the respective vote.

(1) In the event of non- compliance with the provisions of this paragraph, the GS/OAS may sue me before any court, in the country chosen by the GS/OAS, in order to obtain the imposition of judicial measures and compensation that includes the expenses of the legal process and attorneys' fees.

(2) If the GS/OAS files a legal action against me before any court for non- compliance with the provisions of this paragraph, I will accept and will not challenge the jurisdiction and competence of the court chosen by the GS/OAS in relation to me and my goods.

1. The contractor acknowledges and accept that non-observance of the provisions in the Manual and in this document, in addition to any act of insubordination, will constitute just cause for the termination of this Agreement and his immediate separation from the EOM/OAS. If the reason for his travel to the host country is his participation in the OAS/EOM as an International Observer, he will voluntarily leave the host country no later than twenty-four hours after the corresponding notification from the OAS/EOM Leadership. Under no circumstances, the GS/OAS will be forced to make the payment mentioned in the seventh clause of this Agreement after the day of the termination of his participation in the EOM/OAS.

1. The contractor understands that in each EOM/OAS the performance of the members of the Mission is evaluated, including compliance with the obligations set forth in the Manual and in this Agreement, through standardized forms, and that these evaluations will become part of the records of the electoral observer database maintained by DECO. Also, the contractor understands that the performance evaluation is taken into account for the selection of members in future electoral observation missions.

1. The contractor grants the GS/OAS a non-exclusive, free, perpetual and without limitations license to publish, distribute, and otherwise use, by any means, including Internet and other electronic or print formats, the photographs he may take during his participation in the OAS/EOM. The contractor certifies that he has not violated any intellectual property rights when taking these photographs.

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TERMS OF REFERENCE *
(Continuation)

1. The contractor acknowledges and accepts that the intellectual property rights of all reports and documents that he prepares as a result of his participation in the OAS/EOM belong to the GS/OAS.
1. The contractor declares that he has consulted with a doctor about the risks that his participation in the EOM/OAS may present to his health and has been informed about the diseases to which he could be exposed as a result of his travel to the United States, including the COVID19 virus, Zika, Dengue, among others **(NOT APPLICABLE)**.
1. The contractor acknowledges that his participation in the OAS/EOM could expose him to risk situations for his private property, life or physical integrity, including the possibility of being kidnapped. The contractor understands that the GS/OAS is not in a position to offer or pay a ransom to obtain his release in case of being kidnapped. He also acknowledges that failure to comply with the instructions and/or the rules, regulations and procedures could jeopardize the security and success of the EOM/OAS and its members, and takes responsibility for any damages caused to the SG/OEA and/or third parties as a consequence of his breach.
1. The contractor declares that he has voluntarily decided to accept the offer of the GS/OAS to participate in the OAS/EOM as an International Observer, having full knowledge of the risks that his participation implies for his private property, his health, his life and physical integrity and therefore he releases the Organization of American States (OAS), its organs, including the GS/OAS, its officials, representatives, and contractors from any and all liability for any injury, damage and/or loss that may be incurred as a result of his participation in the EOM/OAS.
1. The contractor guarantees that neither he, nor its parent entities nor subsidiaries or affiliated entities (if any) engage in any practice incompatible with international human rights laws and regulations that prevent child labor, sexual exploitation and human trafficking; and that the contractor will take all appropriate measures to avoid participating in such activities.
1. The contractor recognizes the privileges and immunities enjoyed by the OAS, its organs, including the GS/OAS, its personnel, and its assets. The contractor accepts that with the exception of the provisions of clause 4.g, any controversy related to this Agreement must be resolved by conversations with the representatives of the GS/OAS or, failing that, by arbitration in Washington, DC, in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

PLEDGE TO ACCOMPANY THE CODE OF CONDUCT FOR INTERNATIONAL ELECTION OBSERVER

I have read and understand the Code of Conduct for International Election Observers that was provided to me by the international election observation mission. I hereby pledge that I will follow the Code of Conduct and that all of my activities as an election observer will be conducted completely in accordance with it. I have no conflicts of interest, political, economic nor other, that will interfere with my ability to be an impartial election observer and to follow the Code of Conduct.

I will maintain strict political impartiality at all times. I will make my judgments based on the highest standards for accuracy of

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TERMS OF REFERENCE * **(Continuation)**

information and impartiality of analysis, distinguishing subjective factors from objective evidence, and I will base all of my conclusions on factual and verifiable evidence.

I will not obstruct the election process . I will respect national laws and the authority of election officials and will maintain a respectful attitude toward electoral and other national authorities. I will respect and promote the human rights and fundamental freedoms of the people of the country. I will maintain proper personal behavior and respect others, including exhibiting sensitivity for host-country cultures and customs, exercise sound judgment in personal interactions and observe the highest level of professional conduct at all times, including leisure time.

I will protect the integrity of the international election observation mission and will follow the instructions of the observation mission. I will attend all briefings, trainings and debriefings required by the election observation mission and will cooperate in the production of its statements and reports as requested. I will refrain from making personal comments, observations or conclusions to the news media or the public before the election observation mission makes a statement, unless specifically instructed otherwise by the observation mission's leadership.

CODE OF CONDUCT FOR INTERNATIONAL ELECTION OBSERVER

International election observation is widely accepted around the world. It is conducted by intergovernmental and international nongovernmental organizations and associations in order to provide an impartial and accurate assessment of the nature of election processes for the benefit of the population of the country where the election is held and for the benefit of the international community. Much therefore depends on ensuring the integrity of international election observation, and all who are part of this international election observation mission, including long- term and short- term observers, members of assessment delegations, specialized observation teams and leaders of the mission, must subscribe to and follow this Code of Conduct.

Respect Sovereignty and International Human Rights

Elections are an expression of sovereignty, which belongs to the people of a country, the free expression of whose will provides the basis for the authority and legitimacy of government. The rights of citizens to vote and to be elected at periodic, genuine elections are internationally recognized human rights, and they require the exercise of a number of fundamental rights and freedoms. Election observers must respect the sovereignty of the host country, as well as the human rights and fundamental freedoms of its people.

Respect the Laws of the Country and the Authority of Electoral Bodies

Observers must respect the laws of the host country and the authority of the bodies charged with administering the electoral process.

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TERMS OF REFERENCE * **(Continuation)**

Observers must follow any lawful instruction from the country's governmental, security and electoral authorities. Observers also must maintain a respectful attitude toward electoral officials and other national authorities. Observers must note if laws, regulations or the actions of state and/or electoral officials unduly burden or obstruct the exercise of election related rights guaranteed by law, constitution or applicable international instruments.

Respect the Integrity of the International Election Observation Mission

Observers must respect and protect the integrity of the international election observation mission. This includes following this Code of Conduct, any written instructions (such as a terms of reference, directives and guidelines) and any verbal instructions from the observation mission's leadership. Observers must: attend all of the observation mission's required briefings, trainings and debriefings; become familiar with the election law, regulations and other relevant laws as directed by the observation mission; and carefully adhere to the methodologies employed by the observation mission. Observers also must report to the leadership of the observation mission any conflicts of interest they may have and any improper behavior they see conducted by other observers that are part of the mission.

Maintain Strict Political Impartiality at All Times

Observers must maintain strict political impartiality at all times, including leisure time in the host country. They must not express or exhibit any bias or preference in relation to national authorities, political parties, candidates, referenda issues or in relation to any contentious issues in the election process. Observers also must not conduct any activity that could be reasonably perceived as favoring or providing partisan gain for any political competitor in the host country, such as wearing or displaying any partisan symbols, colors, banners or accepting anything of value from political competitors.

Do Not Obstruct Election Processes

Observers must not obstruct any element of the election process, including pre- election processes, voting, counting and tabulation of results and processes transpiring after election day. Observers may bring irregularities, fraud or significant problems to the attention of election officials on the spot, unless this is prohibited by law, and must do so in a non- obstructive manner. Observers may ask questions of election officials, political party representatives and other observers inside polling stations and may answer questions about their own activities, as long as observers do not obstruct the election process. In answering questions observers should not seek to direct the election process. Observers may ask and answer questions of voters but may not ask them to tell for whom or what party or referendum position they voted.

Provide Appropriate Identification

Observers must display identification provided by the election observation mission, as well as identification required by national authorities, and must present it to electoral officials and other interested national authorities when requested.

Maintain Accuracy of Observations and Professionalism in Drawing Conclusions

Observers must ensure that all of their observations are accurate. Observations must be comprehensive, noting positive as well as negative factors, distinguishing between significant and insignificant factors and identifying patterns that could have an important impact on the integrity of the election process. Observers' judgments must be based on the highest standards for accuracy of information and impartiality of analysis, distinguishing subjective factors from objective evidence. Observers must base all conclusions on factual and verifiable evidence and not draw conclusions prematurely. Observers also must keep a well- documented record of where they observed, the observations made and other relevant information as required by the election observation mission and must turn in such documentation to the mission.

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TERMS OF REFERENCE * **(Continuation)**

Refrain from Making Comments to the Public or the Media before the Mission Speaks Observers must refrain from making any personal comments about their observations or conclusions to the news media or members of the public before the election observation mission makes a statement, unless specifically instructed otherwise by the observation mission's leadership. Observers may explain the nature of the observation mission, its activities and other matters deemed appropriate by the observation mission and should refer the media or other interested persons to the those individuals designated by the observation mission.

Cooperate with Other Election Observers

Observers must be aware of other election observation missions, both international and domestic, and cooperate with them as instructed by the leadership of the election observation mission.

Maintain Proper Personal Behavior

Observers must maintain proper personal behavior and respect others, including exhibiting sensitivity for host- country cultures and customs, exercise sound judgment in personal interactions and observe the highest level of professional conduct at all times, including leisure time.

Violations of This Code of Conduct

In a case of concern about the violation of this Code of Conduct, the election observation mission shall conduct an inquiry into the matter. If a serious violation is found to have occurred, the observer concerned may have their observer accreditation withdrawn or be dismissed from the election observation mission. The authority for such determinations rests solely with the leadership of the election observation mission.

Pledge to Follow This Code of Conduct

Every person who participates in this election observation mission must read and understand this Code of Conduct and must sign a pledge to follow it.

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ANNEX II

GENERAL TERMS AND CONDITIONS

1. Contractor is neither an employee nor a staff member of GS/OAS and is not entitled to any of the rights, benefits, and emoluments of GS/OAS staff members.
2. Contractor undertakes to perform Contractor's functions under this Contract and to regulate Contractor's conduct in conformity with the nature, purposes, and interests of the GS/OAS. Contractor shall complete the Work in accordance with the highest professional standards and shall conform to all pertinent laws, regulations, and provisions.
3. Contractor accepts full legal responsibility for the Work, including all civil liability for any damages or claims arising from it, and agrees to hold GS/OAS and its staff members harmless from all such damages or claims. Contractor shall provide to the GS/OAS certificates of insurance coverage as GS/OAS may require for proof of ability to cover such liability.
4. Contractor does not legally represent GS/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding GS/OAS.
5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to GS/OAS.
6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by Contractor in the performance of this Contract shall remain the property of GS/OAS. Unless otherwise provided in the Terms of Reference (Annex I), Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and Contractor shall not use such information for any purpose other than for completion of the Work.
7. Administrative Memorandum No. 120 "Information Security Policy", Executive Order No. 15-02 "Policy and Conflict Resolution System for Prevention and Elimination of all Forms of Workplace Harassment", and Executive Order No. 12-3 Rev. 1 "Code of Ethics of the General Secretariat", are readily available at <http://www.oas.org/legal/intro.htm>. Contractor certifies that he has read those documents and agrees to comply fully with them.
8. The Gross Compensation paid to the Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor's direct compensation for same.
9. Because Contractor is an independent contractor, GS/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Contractor and his employees under this Contract. Contractor is solely responsible for providing those benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable Contractor to satisfy that responsibility. At the request of GS/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees and subcontractors.
10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.
11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor's travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and GS/OAS shall have no responsibility for making or securing such arrangements.
12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.
13. Unless otherwise specified in this Contract, Contractor shall neither seek nor accept instructions regarding the Work from any government or from any authority external to the GS/OAS. During the period of this Contract, Contractor may not engage in any activity that is incompatible with the discharge of Contractor's obligations to the GS/OAS under this Contract.

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Contractor must exercise the utmost discretion in all matters of official business for GS/OAS. Contractor may not communicate at any time to any other person, government, or authority external to GS/OAS any information known to him by reason of his association with GS/OAS which has not been made public, except in the course of the performance of Contractor's obligations under this Contract or by written authorization of the Secretary General or his designate; nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon Contract termination. Failure to comply with these obligations is cause for termination of this Contract.

14. Unless specifically provided for in this Contract ¹ in accordance with CPR Rule 5.13.1, the Contractor may not directly supervise a GS/OAS staff member or direct a project or mission that requires the Contractor to supervise GS/OAS staff members.

15. Contractor shall not openly participate in campaign activities for or otherwise openly support and or promote any candidate for elected positions in the OAS; nor shall Contractor use the facilities of the GS/OAS and/or its staff provided to him under this Contract to support and promote the candidacy of *any* candidate for an elected position in the OAS.

16. GS/OAS may terminate this Contract for cause with five days notice in writing to the Contractor. Cause includes, but is not limited to: failure to complete the Work in accordance with professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; conduct incommensurate with the requirements for participation in OAS activities; and breach of any of the provisions of this Contract.

17. Either party may terminate this Contract for unforeseen circumstances by giving at least thirty days notice in writing to the other. Unforeseen circumstances include, but are not limited to, modifications to the Program-Budget of the OAS; lack of approved funds in the OAS Program-Budget for the corresponding program or project; failure of a donor to provide fully the specific funds which were to finance this Contract; an act of God; and the Secretary General's or a member state's decision to discontinue the Work.

18. In the event this Contract is terminated with or without cause, Contractor shall submit to GS/OAS all of the Work completed and shall receive payment for only that portion of the Work completed to the satisfaction of GS/OAS up until the date of termination.

19. Contractor certifies that:

- a. Neither the Contractor nor any of its senior officers and employees, on the date of the signing of this Contract, is a relative of any GS/OAS staff member above the P-3 level or of a representative or delegate to the OAS from an OAS member state. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.
- b. He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of the member states, and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any member state.
- c. Completion of the Work shall not interfere with the completion of work for which he is responsible under any other contract with GS/OAS.

20. Contractor shall not employ a staff member of GS/OAS or a relative of a staff member as defined in Paragraph 19 (a) above to perform the Work, nor shall Contractor permit any staff member of GS/OAS or any relative of the staff member, as defined in that Paragraph, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with GS/OAS.

21. The Contractor shall not assign this Contract or any element thereof, without the prior written consent of GS/OAS.

22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract shall be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final

1. Any such provision must comply with the requirements of CPR Rule 5.13.1 in Executive Order No. 05-04, Corr. No. 1 at <http://www.oas.org/legal/english/gensec/EXOR0504CORR1.doc>

* This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS, regardless of prior acts they may have undertaken with regard to it.

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.

23. Nothing in this Contract 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.

24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS, regardless of prior acts they may have undertaken with regard to it.

25. The law applicable to this Contract is the law of the District of Columbia, USA.

26. This Contract, including Annexes I-III, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.

27. The masculine terms employed in this Contract should be understood to apply to males, females and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.

FOR THE GS/OAS

Signature: _____
Name: Guerrero Aguirre, Francisco Javier
Title: Secretary Date: _____

FOR THE CONTRACTOR

Signature: _____
Name: Magar Meurs, Eric
Title: Independent Consultant Date: _____

* This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS, regardless of prior acts they may have undertaken with regard to it.

ANNEX III

ITEMIZATION OF GROSS COMPENSATION FOR SERVICES PROVIDED BY NATURAL PERSONS

(USE THIS FORM ONLY FOR PERFORMANCE CONTRACTS WITH NATURAL PERSONS WHO PROVIDE SERVICES AS INDEPENDENT CONTRACTORS FOR MORE THAN ONE MONTH IN ANY CALENDAR YEAR)

I. NET COMPENSATION:

US \$ 991.74

II. OVERHEAD:

Elements of Overhead

Social security (including retirement, unemployment insurance, and workmen's compensation insurance):¹

US \$ 148.76

Health insurance:²

US \$ 29.75

Annual vacation leave:³

US \$ 29.75

Others:⁴

US \$ 0.00

TOTAL OVERHEAD⁵

US \$ 208.26

TOTAL GROSS COMPENSATION

US \$ 1,200.00

FOR THE GS/OAS

Signature: _____
Name: Guerrero Aguirre, Francisco Javier
Title: Secretary Date: _____

FOR THE CONTRACTOR

Signature: _____
Name: Magar Meurs, Eric
Title: Independent Consultant Date: _____

1. This is an amount intended to reimburse the Contractor for the amount he is required by law to contribute to social security (including retirement, unemployment insurance, and worker compensation insurance) with respect to the Net Fee for Services in the duty station. If no such amount can be easily established, the amount used shall be 15% of the net fee.
2. This is an amount intended to reimburse the Contractor for the amount he is required by law to contribute for state-provided health insurance, if any. If no such amount can easily be established, the amount used shall be 3% of the Net Fee.
3. This is an amount intended to reimburse the Contractor for the value of annual vacation leave which he might earn when he is an employee of an enterprise, equal to 3% of the Net Fee.
4. Any other elements of overhead that the parties deem appropriate.
5. In those cases where the Parties bargain for a Gross Compensation and the amount of the elements of overhead are not easily calculated, the amounts for Overhead and Net Compensation can be easily established in accordance with the following example. Contractor and GS/OAS agree on Gross Compensation of \$100,000. Determine Net Salary "x" by way of simple algebra: $x + .21x = \$100,000$. (We use .21x as the amount of overhead because .21 is the sum of the percentage elements of overhead -- 15% for social security, 3% for health insurance, and 3% for vacation). Thus Net Salary (or "x") is \$82,645. Overhead (or ".21x") is \$17,355. You can go on to compute the individual amounts for social security, health insurance, and vacation by simple multiplication as follows: social security = 15% of \$82,645 = \$12,397; health insurance = 3% of \$82,645 = \$2,479; vacation similarly = 3% of \$82,645 = \$2,479.

* This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS, regardless of prior acts they may have undertaken with regard to it.