

# **MEMORANDUM OF UNDERSTANDING**

BY AND AMONG

1. CONVENTION PEOPLE'S PARTY (CPP)
  2. NATIONAL DEMOCRATIC CONGRESS (NDC)
  3. NEW PATRIOTIC PARTY (NPP)
  4. PEOPLE'S NATIONAL CONVENTION (PNC)
  5. PROGRESSIVE PEOPLE'S PARTY (PPP)
  6. ELECTORAL COMMISSION (EC)
- AND THE
7. UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

CONCERNING

## **THE JOINT PARTY SUPPORT AND STRENGTHENING (J-PASS) PROJECT**

Signed at Alisa Hotel, Accra

December 15, 2014

JOINT PARTY SUPPORT AND STRENGTHENING (J-PASS) PROJECT MOU  
POLITICAL PARTIES/EC/UNDP  
Accra, December 15, 2014

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the CPP, NDC, NPP, PNC, PPP and EC (hereinafter “Partners”). UNDP and the Partners are hereinafter jointly referred to as the “Parties”.

WHEREAS:

- **Conventions Peoples Party (CPP)** is the vanguard of the People in their struggle against all forms of marginalization, exploitation, imperialism and underdevelopment, in order to secure a better world;
- **National Democratic Congress (NDC)** exists to win political power in order to make maximum use of the resources in the country for the well-being of the People;
- **New Patriotic Party (NPP)** seeks to govern and serve the People of Ghana in pursuing and developing their aspirations;
- **People’s National Convention (PNC)** exists to win political power and to maximize the efficient usage of the nation’s resources for the benefit of the People;
- **Progressive People’s Party (PPP)** seeks political power to implement an agenda for change through incorruptible leadership at all levels of Ghanaian society, in the spirit of inclusiveness that enables it to use the best Ghanaians, with the full participation of men, women and the youth, to deliver open, good and accountable governance, built on the four pillars of - stewardship, education, healthcare and jobs for transformational development;
- **Electoral Commission (EC)** exists to advance the course of democracy and good governance for enhanced development of Ghana by institutionalizing free, fair and transparent elections to the acceptance of all stakeholders;
- **United Nations Development Programme (UNDP)** serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law. UNDP represented by its Ghana Country Office is interested in enhancing its development activities in strengthening countries electoral systems and promote public dialogue.

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I**  
**Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

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CPP, NDC, NPP, PNC, PPP, EC and UNDP (“the Partners”) wish to cooperate in a mutual effort to promote increased public confidence and participation in the 2016 elections, promote increased trust in political parties and in election results, and promote increased participation of women and youth in decision making processes in political party democracy. Accordingly, the Partners have concluded this Memorandum of Understanding (MOU) to set forth their understandings with respect to their undertakings in support of the stated purpose.

**Article II**  
**Definitions**

Whenever used in this MOU and unless the context otherwise requires, the under listed words shall have the following meanings:

“Partners” refers to the eight participating entities that are signatory to this MOU (that is CPP, NDC, NPP, PNC, PPP, EC and UNDP);

“Parties” refers to the five participating political parties signatory to this MOU (that is, CPP, NDC, NPP, PNC, and PPP)

“Election results” refers to the declared polling station and constituency results;

“Project” or “J-PASS” refers to this Joint Party Support and Strengthening activity, of which this MOU is the guiding document;

**Article III**  
**Background**

The Joint Party Support and Strengthening (J-PASS) project is an offspring of the 2013-2014 Representation and Participation Workplan (WP) of UNDP Ghana and is thus aligned with the 2012-2016 United Nations Development Assistance Framework (UNDAF) that reflects the priorities of the Ghana Shared Growth and Development Agenda (GSGDA). J-PASS builds on previous UNDP initiatives to promote increased public confidence and participation in the 2016 elections, promote increased trust in political parties and in election results, and promote increased participation of women and youth in decision making processes in political party democracy. J-PASS recognizes that internal democracy, gender equality and election results monitoring are key to improving public and political party confidence in the 2016 election results. In accordance with UNDP election cycle approach, the J-PASS project document includes such elements as the Joint Party Elections Results Monitoring Project which was piloted in the 2012 elections, increased representation and participation of members in political party functioning and strengthened Political Party Regulatory Framework. Platforms for inter-party electoral dialogue will be nurtured at all levels of the electoral process in close collaboration with the Electoral Commission. Conscious that Ghana lags behind the sub-region in the percentage of elected women representatives, this WP will seek to address

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some of the critical bottlenecks of women leadership within political parties. The project will be implemented with the five parties (CPP, NDC, NPP, PNC, PPP) participating as equals. The parties will not be mere recipients of capacity building support but partners in the design and implementation of that support. As co-owners of J-PASS, political parties will commit time, personnel, financial and other needed resources to complement UNDP's technical and financial resources, in support of the needed actions.

**Article IV**  
**Project Description:**

4.1 The Joint Party Support and Strengthening (J-PASS) project is a two and half-year intervention with the overall goal of increasing public trust in political parties. The project will be implemented with the five parties, namely the Convention People's Party (CPP), the National Democratic Congress (NDC), the New Patriotic Party (NPP), the People's National Convention (PNC), and the Progressive People's Party (PPP) participating as equals. As co-owners of J-PASS, the political parties contribute to its design and implementation by committing time, personnel, financial and other needed resources to complement UNDP's technical and financial resources. The participating political parties qualified for this engagement based on the following selection criteria: their active involvement in the Joint Parties Elections Result Monitoring (J-PERM) project of 2012, evidence of holding internal elections over the past four years, record of and participation in national elections and by-elections as well as their level of grassroots membership mobilisation. The project will only provide support that is needed by each participating party as identified in the J-PASS Project document annexed to this MoU.

4.2 The J-PASS project will focus on strengthening internal democracy, women & youth empowerment, and election results monitoring.

4.2.1 Under INTERNAL DEMOCRACY, J-PASS will support three outputs:

1. improved communications (to both internal and external stakeholders),
2. membership databases and
3. strengthened political party regulatory framework. On this latter item, J-PASS will work closely with the Electoral Commission (EC) – the mandated regulator of political parties.

4.2.2 On GENDER EQUALITY, J-PASS will focus on seven outputs:

1. the development of party-specific gender equality policies,
2. the development of mentorships for aspiring women leaders,
3. internal education campaigns on gender equality,
4. support for female candidates at elections (as identified through the gender equality policies),
5. the identification of training needs of the party youth,
6. capacity development for youth, and the

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7. creation of platforms for youth in politics.

4.2.3 For the ELECTION RESULTS MONITORING, J-PASS will review with the parties' best practice in the field of election results monitoring, with a view to pursuing a new and improved J-PERM II. Inter-Party electoral dialogue, including via the IPAC, with an eye towards addressing electoral administration issues arising is a critical lubricant for accepting the eventual election results.

**Article V**  
**Undertakings of the Partners**

Partners agree that this project will not result in the calling of the election results. Partners also undertake to perform their respective roles and responsibilities in ways that lead to the success of all activities, as would be seen through increased public confidence in the electoral process, the election results, and the Parties, and increased trust among Partners.

Individually, Partners agree to the following undertakings:

**Political parties** will appoint a focal point and an alternate (preferably females) each to serve as the primary link between the project and the parties. These focal points and alternates will report, consult with and engage as needed with the Chair, General Secretary and other leaders identified by the party itself. Duly empowered, the focal points will effectively liaise with the UNDP's Project management Unit (PMU) to permit informed, consensual and efficient implementation of project activities. Additionally the National Chair or General Secretary of each party will play the role of participating in bi-annual (twice yearly) meetings of the Project Board (PB) and will be responsible for supporting the work of the party focal points.

**Electoral Commission** will provide officers who will serve as its representatives on the Project Board, and the will actively participate in all relevant sub-activities proposed under the J-PASS project.

**UNDP** will lead the implementation of this project, by providing coordination and overall management oversight of the project. This will be carried out by the performance of necessary actions required to implement J-PASS in accordance with its governing rules, procedures and regulations with respect to financial, programmatic, procurement and other related functions. UNDP's Resident Representative (RR) will convene and chair meetings of the Project Board and will work collaboratively with the Country Director (CD) to ensure that all strategic considerations are being made in the implementation of J-PASS. The CD, working through the UNDP Head of Governance, will engage directly with the Project Management Unit as needed, and delegate such functions as he/she

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deems appropriate, to assure the quality of the work. The direct implementation of the project will be carried out by the Project Management Unit (PMU) hosted by UNDP. UNDP will implement the J-PASS Project with needed financial and technical assistance up to a total sum of about \$2,361,750.

**Article VI**  
**Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- i) Strengthening internal democracy of the political parties;
- ii) Promote gender equality and youth empowerment amongst the political parties; and
- iii) Facilitate platforms for election results monitoring.

**Article VII**  
**Consultation and Exchange of Information**

- 7.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 7.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.
- 7.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
- 7.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

**Article VIII**  
**Implementation of the MOU**

- 8.1 In order to implement where necessary, the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference the

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MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

- 8.2 This MOU does not constitute a legal obligation or binding agreement or effect an obligation of funds by UNDP, and it does not contemplate a transfer of funds from UNDP to the Political Parties or assumption of liability by UNDP. No Partner is authorized, expressly or implicitly, to incur financial obligations on behalf of the other Partners. The Partners enter into this Agreement while respecting their own missions or mandates. Nothing in this MOU may be considered as a substitute or interference of any kind to other existing Agreements or contracts between the Partners to this MOU.
- 8.3 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules and directives.
- 8.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.
- 8.5 The Partners shall give appropriate publicity to the assistance hereunder as a program to which UNDP has contributed. The Partners agree to seek prior written consent of each Partner prior to using the brand of one or the other Partners including its names, acronyms, logos, and brands. The Partners also agree to seek written approval of each Partner prior to making public press releases and/or other public communications in relation to the project in this MOU.
- 8.6 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

**Article IX**

**Use of Name and Emblem, Ownership of Assets and Intellectual Property**

- 9.1 Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of Partner services.

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- 9.2 Partners acknowledge that they are familiar with UNDP's ideals and objectives and recognize that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
- 9.3 Nothing in this MOU grants to Partners the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.
- 9.4 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 9.5 All or any assets, such as computers, printers, and other hardware procured under this MOU shall remain the property of UNDP unless otherwise transferred by formal means to one or other party under this MOU. Any intellectual property that results from the project, such as photographs, graphical images, election software, documents is to be available for use by all parties. UNDP shall retain rights to the software that will be developed under the project.

**Article X**  
**Term, Termination, Amendment**

- 10.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two and a half years from the Effective Date, as defined in Article XII, unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods of one year.
- 10.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.
- 10.3 This MOU may be amended only by mutual written agreement of the Parties.

**Article XI**  
**Notices and Addresses**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when



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it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:                   The Country Director, UNDP Ghana, UN House,  
  Cantonments, Accra

For Partners:                The General Secretary, Convention Peoples Party, National  
  Head Office, Asylum Down, Accra

  The General Secretary, National Democratic Congress,  
  National Head Office, Adabraka, Accra

  The General Secretary, New Patriotic Party, National Head  
  Office, Asylum Down, Accra

  The General Secretary, Peoples National Convention,  
  National Head Office, Kotobabi, Accra

  The General Secretary, Progressive Peoples Party, National  
  Head Office, Asylum Down, Accra.

  The Deputy Chairman (F&A), Electoral Commission,  
  National Head Office, Ridge, Accra

**Article XII**  
**Representations**

The Partners (CPP, NDC, NPP, PNC, PPP and EC) represent that they are organizations in good standing duly organized under the laws of Ghana. The Partners shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time. The Partners shall be represented by those holding or acting in the offices held by the signatories to this MOU. Each Partner may, by written notice to the others, identify additional representatives authorized to represent themselves for all purposes other than executing formal amendments to this MOU. Each Partner shall notify the others in writing of changes in the authorized representatives.

**Article XIII**  
**Settlement of Disputes**

13.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in

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accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

- 13.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article XIV**  
**Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article XV**  
**Miscellaneous**

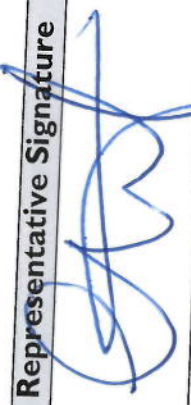
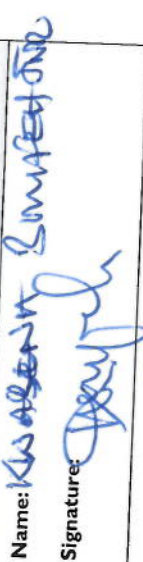











This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

**Article XVI**  
**Entry into Force**

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date 15<sup>th</sup> December 2015 in which it is duly signed by all parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

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Partner	Representative Name and Title	Representative Signature	Witness
CPP	Ivor Kobina Greenstreet General Secretary		Name: Kwabena Greenstreet Signature: 
NDC	Johnson Asiedu Nketia General Secretary		Name: Ahmed-M. Ceder Signature: 
NPP	Kwabena Agyei Agyepong General Secretary		Name: Peter Mac Manu Signature: 
PNC	Bernard Anbataayela Mornah General Secretary		Name: Emmanuel Muisin JHR Signature: 
PPP	Kofi Asamoah Siaw General Secretary		Name: Eva Kpakpo Signature: 
EC	Georgina Opoku Amankwah Deputy Chairman (F&A)		Name: Harid Kodie Fida Signature: 
UNDP	Dominic Sam Country Director		Name: Jade Owieby Yeboah Signature: 