



Memorandum of Understanding **ACE Electoral Knowledge Network Partnership**

This Memorandum of Understanding (MOU) has been made and entered into by and between the members of the ACE Electoral Knowledge Network Partnership: The Electoral Institute for Sustainable Democracy in Africa (EISA), Elections Canada, Instituto Nacional Electoral (INE), the International Foundation for Electoral Systems (IFES), International Institute for Democracy and Electoral Assistance (IDEA), the United Nations Development Programme (UNDP), the Electoral Assistance Division of the UN Department of Political Affairs (UNEAD) and The Carter Center (TCC).

OVERVIEW

The ACE Electoral Knowledge Network (ACE) is an ongoing and international undertaking, originally conceived and developed by three organizations and expanded to include a total of eight leading international organizations as the ACE Partners. ACE now represents the world's most accessible and globally inclusive information resource on election policy, planning, organization, management, and exchange through the ACE Practitioners' Network. This information is made available to a broad-based, worldwide audience online at www.aceproject.org.

OBJECTIVES and SCOPE OF AGREEMENT

EISA, Elections Canada, INE, IFES, IDEA, UNDP, UNEAD and TCC (hereinafter called the "Partners" or "ACE Partners") have entered into and signed the Memorandum of Understanding ACE Electoral Knowledge Network (hereinafter called the "MOU") on January 1, 2016.

1. The MOU expires on December 31, 2017.
2. The Partners agree on the basis of mutual trust and in the spirit of cooperation to collaborate on the ACE Electoral Knowledge Network, with the aim of maintaining the growth and sustainability of the world's most accessible and globally inclusive information resource on electoral processes, planning, organization and management through www.aceproject.org.
3. The participation of the Partners in this MOU is subject to each organizations' internal regulations, rules, policies and procedures, and decisions of their governing bodies. This partnership does not represent a joint venture or joint programme. No Partner has the authority to represent, take actions for or on behalf of, or bind another Partner without that Partner's express written authorization.
4. This MOU establishes the general terms and conditions of the cooperation between the Partners in all aspects of achieving the project objectives as set out in an annual workplan and Partner commitments to be approved by the Steering Board by December 31, for each year that the MOU is valid.

GOVERNANCE

The **ACE Steering Board (SB)** is comprised of one member at management level from each of the nine ACE Partner organizations and is the executive-level group ultimately responsible for making all strategic and management decisions needed by ACE. The ACE Steering Board can also include one Deputy Steering Board Member from each organization (at the discretion of the individual Partners). The SB is expected to provide policy guidance and

programmatic advice and support, as well as quality assurance of the programmatic work and management that is carried out by the ACE Coordination Unit (see ACE Staff and Functions). The SB shall communicate quarterly, with one face-to-face meeting every calendar year to make major policy and governance decisions. At least four months' notice of this meeting of the Steering Board shall be given to all Partners.

Additional meetings may be called as and when necessary, either by the ACE Coordinator or based on a specific request by a Partner organization to the ACE Coordinator with reasons as to why an additional meeting should be called.

SB Contributions:

- At least one SB representative per organization is expected to attend meetings or, when this is not possible, to send a proxy;
- SB representatives are expected to represent the institutional position of their respective Partner organization;
- SB representatives are expected to participate in programmatic discussions as requested by partners or ACE staff and in a review process for materials posted to ACE (as agreed upon by the Partners);
- SB representatives are expected to implement decisions made by the SB and to work with the ACE Coordination Unit to support it in doing so;
- SB members who have dedicated or part-time personnel (including interns or consultants) undertaking tasks for the ACE Coordination Unit outlined in **Annex A** are expected to work closely with the ACE Coordinator.

ACE Staff and Functions

ACE Partners agreed that a number of functions (some of which are outlined in **Annex A**) are required in order to meet ACE's objective of "supporting credible and transparent electoral processes with emphasis on sustainability, professionalism and trust in the electoral process." Partner commitments for fulfilling these functions shall be updated on an annual basis to reflect contributions, including staff time or other resources, to ACE. Partner staff contributions to the implementation of ACE functions will comprise the ACE Coordination Unit: a multi-partner virtual project management unit.

In order for the ACE Coordination Unit to be effective, a commitment by Partners to carry out certain tasks or be responsible for ACE functions is required. Partners should seek to allocate fixed staff time to ACE responsibilities and identify the duties that each organization will undertake to realize the functions of ACE outlined in **Annex A**.

All personnel implementing ACE functions, comprising the ACE Coordination Unit, operate under the overall coordination of the ACE Coordinator, who reports to the ACE Steering Board through regular contact and exchanges.

The ACE Coordinator will coordinate the work of the Coordination Unit by delegating ACE tasks and functions to members of the Coordination Unit. The ACE Coordinator will raise concerns about progress and quality of ACE deliverables to the Steering Board, helping to ensure that partner organizations are satisfied with the progress and quality of work at completion as per commitment.

The ACE Coordinator position is expected to rotate among partners who have capacity every two calendar years commencing on 1 January, starting in 2017. Any Partner prepared to take on this function will notify the SB by 31 July of the second year of the rotation. If no partner steps forward, an extraordinary meeting of the SB be called by the current Partner who is fulfilling this role and a decision on how to proceed made by consensus. The responsibilities of the ACE Coordinator are outlined in Annex D.

The ACE Partners acknowledge that of the sustainability of ACE and the hosting of ACE functions are contingent upon adequate funding.

DECISIONS OF THE ACE PARTNERSHIP

Decisions of the ACE Partnership will be taken at meetings of the SB and will be circulated to all ACE Partners in the form of e-mailed meeting summaries. Any issues requiring agreement by the Partnership should be clearly articulated through a written proposal (or verbal in the case of face-to-face SB meetings) for decision and approval by each represented Partner through clear written communication or as reflected in a meeting summary. In the event a proposal does not yield a clear consensus by the Partners, it will be considered rejected and may be raised again at a later date by interested Partners.

All Partners are expected to provide approval, rejection, or raise further questions for discussion on any proposed decision. Written approval within a reasonable amount of time should be provided by all Partners.

INCLUSION OF PARTNER ORGANIZATIONS AND ASSOCIATES

The ACE Partnership will extend the invitation of associate membership and partnership to appropriate organizations that meet a set of criteria agreed by ACE Partners and attached as **Annex B** if it is assessed that participation will make an important contribution to ACE's goals. Inclusion of partner organizations and associates will be determined by unanimous consent of ACE Partners.

The ACE Steering Board will review any requests or expressions of interest to join the partnership on an annual basis.

DISPUTE RESOLUTION

All decisions of the partnership should be made by consensus. In case a dispute arises, the Partners fully commit to resolving the dispute through internal dialogue. If internal dialogue is exhausted and a solution is not found, any dispute may be referred to mediation. In this instance the Partner(s) engaged in the dispute will mutually agree on the mediator. The Partners engaged in the dispute will bear all costs associated with mediation and/or reaching an agreement.

COPYRIGHT-INTELLECTUAL PROPERTY

The copyright of any content that is produced by an ACE Partner, either through direct contribution of its staff or through contracted contribution, or a member(s) of the Practitioners' Network and has the primary purpose to contribute to the ACE Electoral Knowledge Network shall jointly rest with ACE Partners until their involvement in ACE ceases. In the case of an ACE Partner producing content, the Partner that has produced the specific content shall hold the copyright of behalf of the ACE Partnership. Dissemination, reproduction, incorporation, adaptation, or translation of ACE material by third parties shall be allowed, provided that source is acknowledged and in accordance with the ACE Terms of Use (Annex C).

Excluded from the above are:

1. Material contributed by any of the Partners which was developed solely by that Partner as part of books or publications that they have already published in print or on their websites. The Copyright for such material shall remain the exclusive property of the respective Partner.
2. Material contributed by any member of the ACE Practitioners' Network in their personal capacity which was developed solely by that author as part of books or publications that they have already published in print or on their websites. The Copyright for such material shall remain the exclusive property of the original author, unless otherwise specified in a contributor agreement between the author and one or more of the ACE Partners.

3. Content that appears on the ACE website under a Creative Commons license (Creative Commons Attribute-NonCommercial-ShareAlike 3.0 Unported license <http://creativecommons.org/licenses/by-nc-sa/3.0/>). This license allows others to copy, distribute, or display the content, provided they do so for non-commercial purposes, give proper credit to the source, and distribute derivative work only under a license identical to the Creative Commons license adopted. This license applies worldwide and is not revocable.

In the event that ACE Partners become aware that an organization outside of the partnership is using ACE as part of its programme, creating unofficial translations, or using some or all parts of ACE for educational purposes, the ACE Coordination Unit should be informed and propose an appropriate course of action to the SB. Should there be any misuse or controversial usage of ACE, then the ACE Coordination Unit, following consultations with the SB, should submit a concrete proposal for a course of action to the ACE Steering Board for a decision.

VALIDITY AND TERMINATION

This agreement will be valid as of January 1, 2016 and upon being signed by all ACE Partners and will continue to remain in effect for a period of two years from the date of commencement, at which time it will end, unless an amendment allowing for an extension is agreed upon and signed.

WITHDRAWAL

Any Partner may withdraw from this agreement at any time with the provision of ninety days written notice to the ACE Partners and on provision of all work completed related to a topic area, in-kind contribution, staffing, or other aspects of ACE. On withdrawal, it is acknowledged that the name of the withdrawing Partner will be removed from future products when appropriate, but that any past contributions will continue to be acknowledged.

CHANGES AND EXTENSIONS

This agreement may be modified or extended at any time with a signed modification of the MOU by all ACE Partners.

SIGNATURES

Signed by:

ILONA T. P.

18/12/2015

Print Name:

Date

EISA

Michael D. Seta 12/17/2015

Print Name: Michael D. Seta

IFES



Manuel Carrillo Poblano

INE

Date: December 17, 2015

Vivion Cousineau

Print Name:
Elections Canada



4 dec 2015
Date

18.12.2005

Print Name:

Date

International IDEA

A handwritten signature in black ink, consisting of a large loop at the top and several overlapping strokes below, ending in a long horizontal tail.

Niall

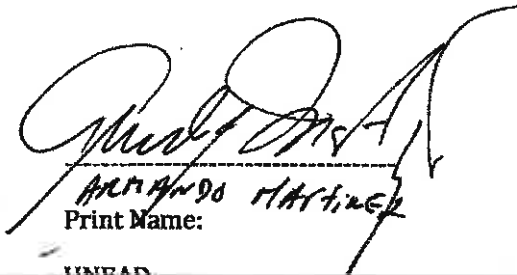
16th December 2015

Print Name:

Date

UNDP

Niall de Cann
ACE SB Representative



ARMANDO MARTINEZ

Print Name:

Date 29 JAN 2016

UNEAD



Ambassador (Ret.) Mary Ann Peters, CEO

The Carter Center



Date

Annex A

ACE Functions Table and Functions Organogram

	Function	Task
Steering Board	Partner Coordination	Communicate frequently and provide updates on ACE activities; liaise with CU through ACE Coordinator
		Liaise with Associate Members and other ACE stakeholders to inspire their active participation in ACE activities
	Content Management and Development	Provide programmatic advice/make decisions on both the content and structure of ACE
Coordination Unit	Partner Coordination	Communicate frequently and provide updates on ACE activities; liaise with SB through ACE Coordinator
		Facilitate questions and discussions within the ACE Practitioners' Network.
	Practitioners' Network Facilitation	Implement new structures and interactive functions of the ACE Practitioners' Network as requested by ACE Partners, such as a changes to the workspace and a new tier of members (along with IT support)
		Maintain the Facilitators' Inbox and directs users to various sections of the website to answer questions
		Creates user accounts on an ongoing basis
		Updates ACE Facebook and Twitter at regular intervals
	Promotion and Outreach	Assists in the development of promotional materials (as a part of/in collaboration with content function)
		Assist in designing and implementing disseminations strategy for promotional materials, newsletters, social media etc.
		Delivers presentations on ACE and the Practitioners' Network in particular
	Content Management and Development	Updates of Encyclopaedia, Comparative Data, Regions & Countries
		Coordinates translation of content
		Develops ACE Newsletter
		Assists in developing content update strategies for the knowledge resources and databases on the ACE website
	IT Manager	Maintain and update ACE website
Develops new features that are deemed necessary to support the new functions of all the various areas of the website		
Manages, develops, and customizes CMS components including databases, scripts, templates and style sheets of the major division of the website		
Re-implements parts of the website as required for upgrades or improvements of the site		
Monitors and adjusts the interactions among the various site areas that is affected by the launching of the new activities in the "ACE Workspace" and in the "Regions and Countries" pages of the ACE website		
Assesses usability issues and revisits site design when necessary		
		Implement changes agreed upon by SB and/or CU
ACE Coordinator	Partner Coordination	Facilitates Partner meetings and coordinates the implementation of decisions made by the SB
		Delegates tasks to members of Coordination Unit and provides quality assurance of their work

Annex B

ACE Partnership Arrangements

ACE Partner

An organization may become an ACE Partner if it is selected according to the following inclusive criteria, invited by the existing Partners, and accepts the following roles and responsibilities:

Partner Criteria

- In-house capacity to (a) lead a participatory process to update and maintain a topic area of the ACE Encyclopaedia, and (b) contribute to the mission of the Practitioners' Network;
- Well-recognized technical expertise and reputation in election, democracy and governance related field(s);
- Strong links with institutions working on election, democracy and governance-related areas at global, regional, sub-regional and/or national levels.

Partner Roles and Responsibilities

- To designate a in-house focal point(s) for ACE-related matters;
- To take leadership responsibility for updating knowledge services or networking products on the website;
- To provide quality control and advice on the substantive content;
- To participate in the meetings of the ACE Steering Board (SB);
- To assign staff when possible either on a full-time basis or in kind contribution;
- To supervise and monitor staff assigned to ACE tasks;
- To jointly present proposals for new project funding;
- To periodically host meetings of the SB;
- To promote the use of the website and knowledge networks among its key constituencies;
- To undertake from time-to-time quality control exercises of the respective knowledge services and networking products on the website.

ACE Associates

An organization may become an ACE Associate if it accepts any of the following roles and responsibilities:

- Provide enhancement of website material in the form of case studies, sample materials, data and expertise or other relevant content;
- Facilitate language translation of material;
- Support ACE outreach and promotion activities;
- Participate in and recruit members to the Practitioners' Network.

Annex C

Terms of Use of material on the ACE Electoral Knowledge Network

1. Where an ACE material is disseminated, reproduced, incorporated, adapted or translation by third parties, such activity shall be allowed provided that a full acknowledgement of the source is added.
2. Where applicable, the author(s) or the institutions that created the original material to be used in one of the manners indicated above shall be credited.
3. The context in which the ACE material appears shall not be derogatory or shall it in no way reflect negatively on the ACE partners.
4. Permission for the use of the material which is part of the ACE website is granted. If any part of the material to be used has been originated by a third party or if copyright in any part of the ACE material is shared with a third party, separate permission must be sought directly from that third party.
5. All translations of the work must respect the integrity of the original text. The original copyright holder(s) and author(s) must be adequately acknowledged. In addition, the following statement must be included: *"This is an unofficial translation of the English version of [insert full title of Work] published by the ACE Electoral Knowledge Network. The accuracy of the translated text was not verified by the ACE Partners."*
6. Permission is granted for the use of text only. This permission does not extend to the use of any photographs, illustrations, or logos that appear in the ACE website. In particular, no permission is granted to use the ACE Logo or any of the ACE Partners' logos.
7. If permitted use of the ACE material involves this material being published in bound form, the user shall send the ACE Electoral Knowledge Network an email notification of such activity to the facilitators@aceproject.org.
8. If permitted use of the ACE material involves its appearing on the Internet, the user shall ensure that a hyperlink is displayed from the website hosting the material to the website of the ACE Electoral Knowledge Network (www.aceproject.org).
9. The ACE partners are indemnified against any loss, injury or damage (including any legal costs or expenses and any compensation costs paid by any of the ACE Partners on the advice of its legal advisers) to compromise or settle any claim arising out of any breach or alleged breach of these terms.
10. By ACE material is meant any text, article, post, interview, Encyclopaedia topic, electoral material or electoral data published or posted on the ACE website (www.aceproject.org).

Annex D

ToR ACE Coordinator

In collaboration with the ACE Steering Board, the incumbent performs the following duties:

- To coordinate and implement the project activities of the ACE Electoral Knowledge Network mandated by the ACE Steering Board;
- Coordinate and monitor the progress of the Technical Services Manager, Practitioners' Network Facilitators and administrative support, and other personnel as identified by the ACE Steering Board;
- To report on progress to the ACE Steering Board in terms of policy & programme quality assurance issues;
- Development of substantive narrative reports on a monthly and annual basis on progress toward meeting project objectives;
- Report on programme and financial activities to the donor/s and partners;
- Liaise with ACE partner organizations (through the ACE Steering Board) and other stakeholders to inspire their active participation in the activities of the ACE Electoral Knowledge Network;
- Design and coordinate implementation strategies for meeting programme objectives;
- Coordinate partner inputs and facilitate consensus building;
- Maintain and expand the ACE Network's global dimension through coordinating the Practitioners' Network's activities;
- Coordinate the content produced by the ACE Network, ensuring that its quality always meets required standards, supervising content development, systematic storage, accessibility, translation, potential application and re-application;
- Draft programme work plans and budgets within her/his areas of responsibility;
- Organize and participate in ACE Steering Board meetings and other relevant events;
- Coordinate participation in relevant global, regional and national workshops and conferences;
- Actively coordinate fundraising opportunities for the ACE Electoral Knowledge Network led by the ACE Steering Board;
- With the approval of ACE Partners, design and negotiate programme proposals and funding agreements to complement core programme activities, including managing and reporting on such programmes;
- Actively integrate a gender perspective in all activities;
- Performs such other duties as requested by the ACE Steering Board.