



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, 2021.

1. 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.
2. 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.
3. 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 agree 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. 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 will be 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. As a result, partners of the ACE website are encouraged to support the hosting of the ACE website on an annual basis, based on partners' capacity.

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, 2021 and upon being signed by all ACE Partners and will continue to remain in effect for a period of three years from the date of commencement, at which time it will end, unless an amendment allowing for an extension is agreed upon and signed. The MOU expires on December 31, 2023.

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: