

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
THE ELECTION COMMISSION OF PAKISTAN (hereinafter collectively referred to as
"the Parties")
FOR
A PROGRAM OF TECHNICAL ASSISTANCE TO STRENGTHEN THE
ELECTORAL PROCESSES IN PAKISTAN

SECTION 1. PURPOSE

The purpose of this Memorandum of Understanding is to set forth the terms and details of cooperation between the United States Agency for International Development in Pakistan ("USAID/Pakistan" or "USAID") and the Election Commission of Pakistan (the "Commission,") concerning a program to support the strengthening of the electoral processes in Pakistan. This program is designed to increase the transparency, effectiveness and efficiency of the Commission in carrying out its electoral administration functions.

This Memorandum of Understanding sets forth the understanding of the Parties as to their respective roles and undertakings in support of this program and its stated purposes.

SECTION 2. NATURE OF THE PROGRAM

USAID assistance related to this program is intended to provide technical assistance and equipment to (1) improve the quality of the voter rolls; (2) provide commodities to increase efficiency and public confidence in election procedures; and (3) fund public education in relation to preparation of fresh electoral rolls.

SECTION 3. IMPLEMENTATION AND RESPONSIBILITIES OF PARTIES

In order to provide the assistance described above, USAID, with prior concurrence of the Commission, may enter into job-specific contracts or other instruments in regard to the utilization of funds and the provision of assistance, with public and private parties, subject to the laws of Pakistan. All undertakings of the USAID under this Memorandum of Understanding are subject to the availability of funds, the applicable laws and regulations of the United States.

USAID/Pakistan's Democracy & Governance Office will manage and coordinate activities under this Memorandum of Understanding. USAID will work together with the Commission to execute this program. USAID intends to provide technical assistance and equipment according to the priorities as set by the Commission. The Commission and USAID will be responsible for day-to-day implementation of this program.

A joint executing body shall be created under the Chairmanship of the Secretary, Election Commission of Pakistan, for all the logistic arrangements, procurement of goods and services, coordination of annual work plan, briefings, and reports, as required. Parts of this program may be carried out by other U.S. Government-funded implementers or by local organizations under sub-grants and contracts entered into between these organizations and USAID implementing organizations. The Commission will provide a favorable environment for this program's implementation. The Commission will be responsible for assigning counterpart staff to facilitate the implementation of this program. The Commission will arrange for the local storage of materials and equipment at the ultimate sites of their proposed use. The Commission's identified counterpart officer(s) will closely work with USAID to ensure that day-to-day activities are implemented within the framework of an agreed upon work plan.

Unless otherwise directed by USAID, title to all property furnished by USAID shall be with the Commission. Any property furnished by USAID and titled to the Commission shall be used effectively for the assistance purpose described in this Memorandum of Understanding and, upon completion of the assistance, shall be used to further the objectives of the assistance. If property furnished by USAID and titled to the Commission is used for purposes other than the purposes described herein or otherwise agreed upon by the Parties, under circumstances which could reasonably have been prevented by appropriate action of the Commission, the Commission shall, upon USAID's request, return such property to USAID.

Any assistance that may be provided by USAID in furtherance of this Memorandum of Understanding shall be considered funds, materials or equipment introduced into Pakistan by the Government of the United States within the scope of the Agreement for Technical Cooperation between Pakistan and the United States of America, signed on February 9, 1951, as amended, and is subject to the terms and conditions of that Agreement and its amendments, including, without limitation, provisions relating to exemptions from taxes. USAID and the Commission shall provide each other with such information as may be needed to facilitate the provision of the assistance and to evaluate the effectiveness of this assistance. In addition, USAID may from time to time issue implementation letters to provide additional information on matters discussed in this Memorandum of Understanding. The Parties may also use jointly agreed letters to confirm their mutual understandings with respect to implementation of this Memorandum of Understanding.

SECTION 4. ADDITIONAL PROVISIONS

The Parties shall be represented by those holding or acting in the offices held by the signatories to this Memorandum of Understanding. This Memorandum of Understanding may be amended or modified at any time by written agreement of the Parties.

This Memorandum of Understanding shall enter into force on the date of signatures and shall be valid for an indefinite period, unless terminated. Either Party may terminate this Memorandum of Understanding, in whole or in part, by giving the other Party thirty (30) days written notice. In the event of partial termination, such notice shall specify affected

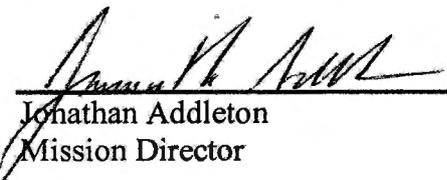


activities. Termination of this Memorandum of Understanding will terminate any responsibilities of the Parties to provide financial or other resources for this activity, except for payments they are committed to make pursuant to non-cancelable commitments entered into with third parties prior to the termination of this Memorandum of Understanding. Obligations of the Commission set forth in Section 3 above relating to use of property furnished under this Memorandum of Understanding shall remain in force after termination.

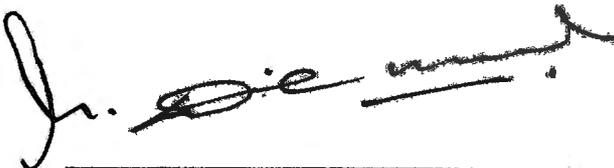
Executed in Islamabad and signed by the representatives of the Parties.

FOR UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT

FOR ELECTION COMMISSION OF
PAKISTAN


Jonathan Addleton
Mission Director

Date: Sept. 13, 2006


Kanwar Muhammad Dilshad
Secretary

Date: 13/9/06