MEMORANDUM OF UNDERSTANDING

BETWEEN

INDEPENDENT NATIONAL ELECTORAL COMMISSION

AND

NATIONAL YOUTH SERVICE CORPS

THIS MEMORANDUM OF UNDERSTANDING made this 24th day of Steptember 2013. BETWEEN the INDEPENDENT NATIONAL ELECTORAL COMMISSION, a body established by the Constitution of the Federal Republic of Nigeria, with Headquarters at Plot 436, Zambezi Crescent, Maitama District, Abuja (hereinafter referred to as the "Commission") of the one part;

AND

NATIONAL YOUTH SERVICE CORPS, also a body established by the Constitution of the Federal Republic of Nigeria particularly the National Youth Service Corps Act Cap N84 Laws of the Federation of Nigeria (LFN) 2004 with Headquarters at Plot 416, Tigris Crescent, Yakubu Gowon House, Maitama District, Abuja (herein referred to as "NYSC") of the other part.

WHEREAS

- A. The Commission is charged with the responsibility of conducting elections in Nigeria.
- B. The Commission in the exercise of its functions requires the deployment of huge human resources which is far beyond its capacity.
- C. The Commission in the past relied on numerous categories of ad-hoc staff for Voter Registration exercise and conduct of elections nationwide.
- D. The Commission, after the 2007 General Elections, engaged members of the service corps (hereinafter referred to as "Corps Members") in the conduct of bye elections, re-run and supplementary elections.
- E. The services of the corps members so engaged and adjudged satisfactory, the Commission has now resolved to forthwith



- engage the services of members of the NYSC, for Electoral duties.
- F. Electoral duties in this MOU include Registration of Voters, Conduct of Elections and Referendum.
- G. The Commission had proposed and the Directorate of NYSC had accepted to partner with it in the engagement of Corps members for its electoral activities.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. The Commission may engage, on ad-hoc basis, the services of Corps members for its electoral duties.
- 2. The Commission shall train the corps members so engaged for its electoral duties before deployment.
- 3. The Commission may, as it deems expedient, request for camp facilities from the NYSC for the purpose of training corps members and other related electoral duties:
- 4. Corps members deployed by the Commission for electoral duties will be paid allowances as determined by the Commission.
- 5. Where Corps members are moved from their states of deployment to another state, the Commission shall provide for their feeding, transportation and accommodation for the period so engaged.
- 6. INEC and Security Agencies through the Inter-Agency Consultative Committee on Election Security (ICCESS) shall put in place adequate security arrangements to safeguard the lives

- of Corps members who participate in electoral duties, prior to during and after elections.
- 7. NYSC State Coordinators shall be members of the State Inter-Agency Consultative Committee (ICCES) for election duties.
- 8. NYSC shall provide, in so far as it is capable, the number of Corps members required by the Commission for electoral duties in each of the 36 states of the Federation and the Federal Capital Territory.
- 9. The Commission shall use NYSC staff in supervisory roles during electoral duties in which Corps members are involved.
- 10. The Commission shall after due confirmation by both parties pay all approved entitlements through the NYSC State Secretariat at the rate approved by the Commission to Corps members, and staff of NYSC deployed for electoral duties.
- 11. The NYSC Local Government Inspector in each of the 774 Local Government Areas nationwide shall serve as the NYSC-INEC liaison officer in their respective Local Government Areas and shall ensure welfare of Corps members in that Local Government Area for the purpose of electoral duties.

- 12. Corps members engaged in any electoral duty shall operate under the directives of the Commission. They shall be under the supervision of NYSC staff, Electoral Officers and Supervisory Presiding Officers during the period of electoral duties.
- 13. NYSC, upon receipt of a complaint of misconduct from the Commission shall investigate and sanction any Corps member or staff found culpable.

- 14. NYSC shall avail the Commission the opportunity to train Corps members and staff on electoral processes during the orientation course.
- 15. The Commission shall take insurance cover for Corps members who suffer injury, permanent disability or loss of life or property in the course of carrying out the Commission's assigned duties. In case of NYSC staff, the appropriate provisions of the Public Service Rule shall apply.
 - 16. The parties to this Memorandum of Understanding shall be at liberty to draw attention to any matter relating to it while it subsists.
 - 17. The Parties hereto may meet from time to time to review this Memorandum of Understanding as the need arises.

18. DISPUTE RESOLUTION

Dispute arising from this Memorandum of Understanding shall, where amicable settlement by both parties fails, be referred to a Committee of three members, the composition of which shall be determined by both parties.

19. TERMINATION

Either party at any time may terminate this Memorandum of Understanding provided that the party gives a four month prior notice in writing.

20. DURATION

This Memorandum of Understanding is effective from the date it is signed and shall remain in force for a period of 4 years and renewable thereafter by mutual agreement.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals the day and year first above written.

The COMMON SEAL of the Commission is hereto affixed

IN THE PRESENCE OF:

SECRETARY TO THE COMMISSION

The COMMON SEAL of NYSC is hereto affixed

IN THE PRESENCE OF:

DIRECTOR GENERAL, NYSC