

# MEMORANDUM OF UNDERSTANDING

ON COOPERATION

BETWEEN

**THE CANADIANS' CHOICE PARTY**

AND

THE \_\_\_\_\_ CONSTITUENCY ASSOCIATION  
(Electoral District's Name)

The Canadians' Choice Party and \_\_\_\_\_ of \_\_\_\_\_,  
(Applicant's First & Last Name) (Applicant's City),  
hereinafter referred to as "the Parties"

Sharing a desire for the promotion of democracy and fair representation of Ontarians in the Ontario Provincial Parliament, Queens Park, and encouragement of Ontarians to partake in the political electoral process, for the purposes of strengthening relations between the Parties;

Taking into consideration the importance of enhancing cooperation through the execution of joint activities between the Parties, without prejudice to bilateral relationships;

Have agreed to conclude the following Memorandum of Understanding on political cooperation:

## **ARTICLE I: SCOPE OF APPLICATION OF THE AGREEMENT**

1. The Parties undertake to discuss issues of mutual interest in an effort to come to a greater understanding of the concerns and interests of each Party;
2. The Parties also undertake to prepare and develop, by mutual agreement, political and strategic programmes, projects and activities, in accordance with the terms and conditions established in the present Memorandum, which shall be used as a Framework Agreement.
3. In addition, the Parties may, when they deem it necessary, enter into Supplementary Agreements, in the application of this Agreement.

## **ARTICLE II: PURPOSE AND OBJECTIVES**

1. The purpose of this Memorandum is to strengthen political cooperation between the Parties, and, to this end, the Parties shall contribute to the fulfilment of the following objectives:
  - a) to carry out joint programmes and projects that may contribute to improving the quality of life of their constituency
  - b) to increase the exchange of knowledge, information, experiences and achievements in the political and campaign management fields, which can contribute to the better representation of the Parties and their constituents;
2. The Parties will encourage mutual understanding of their views as well as the coordination of their positions in local, provincial, and national issues.

Applicant's Initial \_\_\_\_\_

**ARTICLE III:****MODALITIES FOR CARRYING OUT THE COOPERATION**

1. The Canadians' Choice Party Constituency Association, its president, and its members (hereinafter referred to as "CCPCA") understand that Canadians' Choice Party (hereinafter referred to as "CCP") is a Constituency-based party and it is not an ideology-based party, shares this purpose, and governs itself in accordance with the constitution of CCP, and the constitution (if any) of the association.
2. CCPCA shall read, understand, and adhere to the constitution of CCP and its subsequent changes in the future; and support the fundamental purposes of the Party in order to communicate regularly with its members and with the public in its electoral district.
3. CCPCA understands that CCP is at its infancy stage and the Founder, Bahman Yazdanfar, has the right to direct the party until such time that majority of the voting rights according to the Constitution of CCP are in place and the number of eligible members who have earned their voting rights exceeds the minimum majority of 73.
4. CCPCA is responsible to identify, recruit, nominate, and endorse potential candidates at the time of by-elections and general election for its Electoral District (ED). CCP reserves the right to assign a candidate if there is vacancy in the ED to be sponsored by the CCPCA.
5. CCPCA agrees to add a disclaimer "Canadians' Choice Party may or may not agree with part or all of our views and is not responsible for the opinions and actions expressed by the Constituency Association." on all of its documents, communications, correspondence, and promotional materials where the name and logo of CCP is used.
6. CCPCA must study, understand, and follow the rules of the Election Act and Election Finances Act of Ontario, and its subsequent changes in the future, must make all filings required to be made by a constituency association under these acts, and must promptly provide a copy of such filings to CCP.
7. All financial transactions, contributions and expenses, must be approved by the Chief Financial Officer (CFO) of the CCPCA.
8. CCPCA accepts full responsibility for all its activities and consequences, and shall indemnify and hold harmless CCP and its affiliates, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, judgments, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to the CCPCA's conduct and activities, caused by negligent acts or omissions of the CCPCA.
9. CCP, its founder, president, leader has the right to refuse to certify and/or dissolve CCPCA at anytime with or without just cause.
10. CCPCA agrees to pay CCP-related fees for all the required services, such as administration, promotion, consultation, training, etc.
11. CCPCA has the right to create its own local constitution providing that it is consistent with the constitution of CCP, and file a copy of this constitution with CCP to be certified by the president of the party.
12. CCPCA shall establish and maintain proper financial records, minutes of meetings and correspondence; and provide full financial disclosure in accordance with generally accepted accounting principles.

**ARTICLE IV: SETTLEMENT OF DISPUTES**

Any dispute arising out of the interpretation or application of the present Memorandum shall be settled amicably through consultation and negotiation between the Parties.

**ARTICLE V: AMENDMENTS**

The present Memorandum may be amended by written consent of the Parties, upon request of either of them. The amendments shall enter into force on the date on which the Parties notify each other that the legal requirements to that effect have been complied with.

**ARTICLE VI: DENUNCIATION**

1. Either Party may denounce the Memorandum upon written notice of its decision addressed to the other Party. The termination of the Memorandum shall become effective on the expiration of 30 days, after the date on which the notification of denunciation is received by the other Party.
2. In case of denunciation of the present Memorandum, the programmes and projects in progress shall not be affected thereby and shall continue until their completion.

**ARTICLE VII: ENTRY INTO FORCE**

The present Memorandum shall enter into force on the date of receipt of the last notification of one Party to the other that the necessary legal requirements for its entry into force have been complied with.

**ARTICLE VIII: DURATION**

The present Memorandum shall continue for one (1) year thereafter unless terminated or renewed in accordance with the terms and conditions of this Memorandum.

IN WITNESS WHEREOF, the duly authorized representative has signed the present Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

DONE in the City of \_\_\_\_\_ on the \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year 2016 in the English language.

FOR THE \_\_\_\_\_ CONSTITUENCY ASSOCIATION  
(Electoral District's Name)

\_\_\_\_\_  
(Applicant's First & Last Name)

\_\_\_\_\_  
(Applicant's Signature)

FOR THE CANADIANS' CHOICE PARTY

BAHMAN YAZDANFAR, President and Leader

\_\_\_\_\_  
Applicant's Initial \_\_\_\_\_