



**ALLIANCE AGREEMENT
BETWEEN
UTM
AND
MALAWI CONGRESS PARTY**

ALLIANCE AGREEMENT

THIS AGREEMENT is made this Day of Two Thousand and Twenty.

Between

UTM, a political party registered under the Laws of Malawi, of care of Area 10/508, Zomba Street, Post Office Box Number 30690, Lilongwe, in the Republic of Malawi (hereinafter referred to as "UTM" which expression shall where the context so admits include its successors in title and assigns, and its political partners.)

AND

MALAWI CONGRESS PARTY, a political party registered under the Laws of Malawi, of care of MCP National Headquarters, Convention Drive, Plot 40/34, Private Bag 388, Lilongwe 3, in the said Republic (hereinafter referred to as "MCP" which expression shall where the context so admits include its successors in title and assigns, and its political partners.)

PREAMBLE

Recalling that the presidents of UTM and MCP respectively contested the presidential election of 21st May, 2019 (the "election") individually on the tickets of their respective political parties;

Recalling further that the presidents of UTM and MCP both petitioned in the High Court of Malawi against the decision of the Electoral Commission declaring Professor Arthur Peter Mutharika of the Democratic Progressive Party as the duly elected President of the Republic of Malawi on the ground that the said election was marred by irregularities that affected its credibility;

Recalling that by its decision dated the 3rd February, 2020, the High Court of Malawi, constituted as a constitutional court, nullified the said election on the grounds that it was marred by grave, widespread and systematic irregularities and directed that a fresh election be held within a period of one hundred and fifty ("150") days from the date of the judgment;

Appreciating the need and importance of forming an electoral alliance in order:

- (a) for the respective presidents to contest the fresh election one as the presidential candidate and the other as the running mate;

- b) to increase the chances of the presidents of winning the fresh election as President and Vice President of the Republic of Malawi; and
- (c) to work together post the said fresh election in pursuit of the parties' common goals of serving the people of Malawi in the attainment of their development aspirations;

Recognizing the need to elect a leader that is accepted by the majority of the people of Malawi;

Acknowledging that an electoral alliance that has a common vision and determined unity of direction can gain the confidence of the electorate.

Realizing the importance of economy of effort and joint resource mobilization in campaigning;

Understanding the requirement for unity, communication, mutual trust and confidence between the President and the Vice President in running Government;

Desirous of promoting peace, progress, prosperity and national development in Malawi;

NOW, THEREFORE, IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

- 1.1. Words importing the singular shall be construed as importing the plural and vice versa.
- 1.2. Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations of those persons.
- 1.3. The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. GUIDING PRINCIPLES

2.1. In the implementation of this Agreement UTM and MCP shall be guided by following underlying principles:

2.1.1 Transparency

UTM and MCP agree to be open with each other and transparent in their dealings with regard to the implementation of this Agreement.

2.1.2 Good Faith

UTM and MCP undertake to implement this Agreement in good faith and not to do anything that may frustrate this Agreement.

2.1.3 National Interest

UTM and MCP agree to implement this Agreement in the interest of national unity and development in accordance with the Constitution and the Laws of Malawi for the benefit of the people of Malawi.

2.1.4 Unity and Togetherness

UTM and MCP agree to be united with a common vision and unity of purpose in the implementation of this Agreement.

2.1.5 Good Governance

UTM and MCP undertake to be guided by the principles of good governance, rule of law and respect for human rights in the implementation of this Agreement.

2.1.6 Non-Discrimination

UTM and MCP undertake not to engage in any form of discrimination of any kind and all appointments pursuant to the implementation of this Agreement shall be on merit.

- 2.1.7 **Mutual Trust**
In the implementation of this Agreement, UTM and MCP shall ensure constant engagement with each other to build trust and confidence.
- 2.1.8 **Mutual Respect**
UTM and MCP undertake to respect each other in all undertakings, shall not undermine each other in any other form or way both in public and in private and shall treat each other including their respective members as equals.
- 2.1.9 **Integrity**
UTM and MCP shall execute this Agreement with utmost integrity, especially when faced with the choice between what is convenient and what is right.
- 2.1.10 **Consultation**
UTM and MCP shall consult each other thoroughly before any decision that may be deemed crucial by any of the Parties is made.
- 2.1.11 **Consensus**
UTM and MCP undertake to make decisions pursuant to this Agreement by consensus in order to formulate a nationally owned, and broadly supported, policy position.
- 2.2 The presidents of UTM and MCP shall provide executive leadership in the execution of this Agreement in accordance with these Guiding Principles.
- 2.3 UTM and MCP shall, at all times, promote the welfare and development of the people of Malawi.

3. THE AGREEMENT

3.1. Pre-Election Context

- 3.1.1 UTM and MCP hereby agree to enter into an electoral alliance to contest under one ticket in the presidential election of 19 May, 2020 or any other date which shall be designated for such election (the "fresh election") under the Laws of Malawi.
- 3.1.2 The current presidents of UTM and MCP shall agree in writing between themselves who shall be the presidential candidate and who shall be the running mate in the fresh election.
- 3.1.3 Subject to the decision of the national executive committees or conventions, as the case may be, of UTM and MCP, the presidential candidate during the fresh election shall not be the presidential candidate during the immediate next election and shall cede the candidacy to the running mate during the fresh election.
- 3.1.4 UTM and MCP shall conduct election campaign together with a message focusing on
- a) Economic transformation through sound economic management, agricultural transformation, infrastructure development and maintenance, transformative social policy, urban development, social housing policy, and industrialization;
 - b) Governance transformation, especially public sector reforms; and
 - c) An anti-corruption drive.

3.2. Post-Election Context

- 3.2.1 Upon forming Government, UTM and MCP commit to the following covenants:
- 3.2.1.1 The recommendations of the Law Commission, in its Report on the Review of the Constitution of 2007, shall be presented to Parliament for deliberation and enactment during the first Sitting of Parliament.
- 3.2.1.2 Within the first term after elections, to amend section 91(2) of the Constitution of Malawi in order to remove the immunity of the President from criminal prosecution while in office.

- 3.2.1.3 UTM and MCP commit to a Cabinet of Ministers, including Deputy Ministers, of thirty (30) portfolios consisting of appropriately qualified and experienced persons capable of supporting the President and the Vice President in the attainment of the Guiding Principles and the development needs of the people of Malawi.
- 3.2.1.4 Subject to consultation and agreement between the President and the Vice President, the Vice President shall hold, at least, the following portfolios:
- (i) Finance;
 - (ii) Public service; and
 - (iii) Agriculture.
- 3.2.1.5 The Vice President shall be under the general and special directions of the President in the performance of his duties.
- 3.2.1.6 UTM and MCP shall agree in writing on a formula on filling Cabinet portfolios.
- 3.2.1.7 UTM and MCP commit to a comprehensive review of the Constitution of Malawi upon forming Government to ensure that good governance reigns in the Republic of Malawi.

3.3 **The Status of UTM and MCP**

UTM and MCP enter this Agreement as equal partners.

4. **MANAGEMENT**

- 4.1 The Secretaries General of UTM and MCP shall be responsible for the day to day management of the affairs of the Alliance.
- 4.2 In the management and implementation of this Agreement, UTM and MCP shall the Guiding Principles under clause 2 of this Agreement.
- 4.3 The presidents of UTM and MCP shall each nominate four (4) appropriately qualified and experienced persons who shall form an Alliance Management Committee.
- 4.3.1 The Alliance Management Committee shall:
- a) elect a Chairperson at its first meeting, who shall also have a casting vote;
 - b) provide for its own procedure for its meetings; and
 - c) provide bespoke technical advice and support to the alliance.

5. **DISPUTE RESOLUTION**

- 5.1 UTM and MCP undertake to adopt mechanisms by which differences shall be settled through negotiation, mediation and conciliation.
- 5.2 Where UTM and MCP have failed to resolve their differences in the manner outlined in sub-paragraph (1), they shall appoint three (3) arbitrators to be agreed by both parties.
- 5.3 The arbitrators shall comprise a retired Judge, a member of the clergy and any other person agreed by the parties.
- 5.4 The decision of the arbitrators shall be final and binding on the parties.

6. **AMENDMENT**

- 6.1 Either UTM or MCP may propose amendment of the Agreement by providing at least fourteen (14) days' notice to the other party.
- 6.2 An amendment shall be made by simple majority of a joint meeting of the national executive committees of UTM and MCP.

7. **TERMINATION**

Either UTM or MCP shall provide at least three (3) months' notice of termination of this Agreement.

PERIOD OF THE AGREEMENT

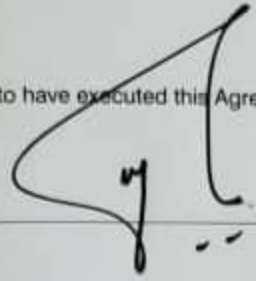
8. This Agreement subsists for a period of ten (10) years from the date of this Agreement.

ENTIRE AGREEMENT

9. This Agreement shall for all considerations be the entire agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above mentioned.

SIGNED sealed and delivered by
DR SAULOS KLAUS CHILIMA
on behalf of UTM



In the presence of

Witness:



Address:

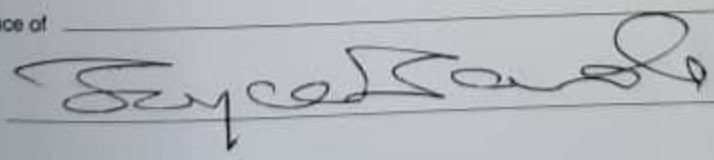
Occupation:

SIGNED sealed and delivered by
DR LAZARUS MCCARTHY CHAKWERA
on behalf of MCP



In the presence of

Witness:



Address:

Occupation:
