

MEMORANDUM OF UNDERSTANDING

between the

Association of Mediterranean Ombudsmen

and the

International Ombudsman Institute

Preamble

The Association of Mediterranean Ombudsmen, hereafter called AOM, and the International Ombudsman Institute, hereafter called IOI:

Considering the role of Ombudsman and Mediator institutions on human rights protection, recovery of iniquity and establishment of good governance;

Considering the principles of Resolution 65/207 of the United Nations on the Role of Ombudsman, Mediator and National Human Rights Institutions with regard to the human rights protection and promotion;

Recalling the Tirana Declaration to strengthen the cooperation between the networks of Ombudsman of June 2014;

Aware of the interest of cooperation among the regional and international associations, for the fruitful outcome of their efforts to disseminate the culture of mediation and to establish Ombudsman institutions in the broader sense and in accordance with all adequate designations, or strengthening existing institutions;

Guided by the will to establish between them a mutually advantageous and cooperative relationship, with a view to sharing best practices in the field of control of public administration and protection and promotion of human rights;

Recognizing that they share similar objectives to strengthen the common concept of Ombudsmanship, and encouraging existing, old and new Ombudsman institutions in their work of strengthening and protecting civil and human rights in the field of mutual interest;

The Parties may join effort and partner in co-organizing conferences, workshops and trainings with regional and/or international outreach.

Article 3

Study visits and training workshops

AOM and IOI may organise study visits, training workshops and other actions aimed at exchanging professional experiences and improving the training of their staff.

The participation of their members at training workshops organized by one of them shall be encouraged whenever the project budget allows for it.

The recourse to bilateral or multilateral funds to support the organisation in such events will be encouraged.

The Parties may exchange, for purposes of know-how transfer, case studies of complaints and submissions by physical and legal entities, in their respective countries, whenever such complaints and submissions relate to failure by public administration bodies to fulfil their duties, causing citizens to fall victims to arbitrary decisions or actions that run counter to principles of the primacy of rule of law and equity in each of the respective countries.

Article 4

Exchange of information and expertise

AOM and IOI may exchange information on their important decisions and activities in the fields of mutual interest defined by this agreement and in compliance with their respective regulations. In

doing so, exchange of information and contact between members of AOM and IOI shall be encouraged by each institution.

AOM and IOI may share legislation, legal documents, background documents or all relevant documents.

Mutual consultation and exchange of information and texts foreseen in this article shall be carried out without prejudice to the necessary arrangements for protecting the information and documents of a confidential nature or restricted circulation. Such arrangements will continue following termination of this agreement.

The Parties agree to assist each other to the greatest extent possible, in providing consultation to consolidate the role of each institution in promoting and protecting human rights and Ombudsmanship throughout the world.

The Parties express their resolute will to confer for strengthening and coordinating their actions within the international bodies.

The Parties may cooperate and structure the sharing of expertise including through the creation of joint working groups and thematic committees.

Article 5

Joint Statements

AOM and IOI may endorse joint statements and declarations, in keeping with their respective statutory provisions and rules of procedure, with a view to raising awareness on issues of shared concern and responding to emergent and urgent situations.

Article 6

Terms and conditions

The terms and conditions of the organization of specific activities will be decided upon by the Parties case-by-case. In order to put this agreement into effect, the Parties commit themselves to keeping up regular contacts and engaging in mutual consultations.

In this regard, the Parties express their desire to make their cooperation and partnership a reality, in particular by training and exchanging expertise for the institutions staffs.

Article 7

Utilization of names and logos

None of the Parties shall utilize the logo or distinctive signs of the other Party, nor their symbols, while carrying out their activities, or for any purpose whatsoever, without the **prior**, express **and** written agreement **given** on a case-by-case basis by the concerned Party. In no case, no authorization on the use of the name or logo of one of the Parties shall be given for commercial purposes or for whatsoever use, which implies that one of the Parties takes responsibility for the publications drafted by another Party or activities carried out on its behalf.

The Parties agree that the name and logo of other Parties shall not be associated with political causes, nor used in manners contrary to the reputation or impartiality of such Parties.

Article 8

Entry into force, amendment, denunciation

This agreement shall enter into force on the date it is signed by both Parties. It shall remain valid for five years and will be extended automatically for the same length of time if none of the Parties gives written notice of its desire to put an end to the agreement at least three months before its expiry.

Amendments and complements to this agreement may be proposed at the initiative of one of the Parties. The amendments shall enter into force once they have been approved by all Parties.

This agreement may be renounced by any one of the Parties by giving written notice to the other. The agreement shall be terminated three months from the date of such notice.

This agreement was signed in Brussels (Belgium) on 2 October 2018 in two sets and three versions, in English, French and Spanish. The English version shall be considered as the original.



Mrs Erinda BALLANCA
AOM President



Mr Peter TYNDALL
IOI President