

MEMORANDUM OF UNDERSTANDING

between the

Global Alliance for Ministries and Infrastructures for Peace (GAMIP)

and the

International Ombudsman Institute (IOI)

Background:

Since January of this year (2020), members from the Latin American and Caribbean region of the International Ombudsman Institute, hereafter called IOI, and the Global Alliance for Ministries and Infrastructure for Peace, hereafter called GAMIP have participated in various activities that have highlighted common goals and objectives, as well as the mutual confluence of purposes that unites both institutions in the field of building a culture of peace.

The most recent event was the participation and active contribution of GAMIP and IOI to the "II Latin American Congress of Restorative Justice", held virtually between 30 June and 3 July 2020, which dealt with the topic of "Building a culture of dialogue, peace and human rights". This meeting was organized by the Colombian Ombudsman, the Superior Council of the Judiciary of Colombia, the General Defender of Lomas de Zamora, Argentina and the Ombudsman Office of the Province of Santa Fe, Argentina.

The important role Ombudsman institutions play in building democratic citizenship and strengthening a culture of peace¹ and social harmony based on ethical principles and in compliance with the Rule of Law was highlighted on several occasions by GAMIP.

The institutional similarities of both organizations can be seen in their objectives and purposes, which are also expressed in the founding documents.

¹ See Resolution A / 53 - UN - October 1999.

Having said this, the GAMIP and IOI, hereafter called “the parties”, agree to enter into this Memorandum of Understanding, which will be governed in accordance with the following articles:

ARTICLE 1

The parties agree to foster, within the framework of joint and mutual cooperation and in accordance with the grounds invoked in the introduction of this Memorandum of Understanding, the development, implementation and coordination of joint actions on issues of common interest. They further agree to do this with strict observance and without altering the competences, mandates, regulations and procedures of each party. Nothing contained in this Memorandum of Understanding may be interpreted as preventing the parties from pursuing their respective activities in accordance with their mandates, regulations and procedures.

ARTICLE 2

Within the scope of cooperation expressed in Article 1, the parties agree to collaborate, in order to enhance the actions that both institutions undertake, mainly with regard to the following topics: awareness, promotion, dissemination and training for building a culture of peace; education for regional and global citizenship; respect for human rights; and access to justice.

ARTICLE 3

The parties seek to generate a space for training and exchange on the topics mentioned in Article 2, taking into account the different regional realities where the activities are carried out.

ARTICLE 4

The parties endeavour to adopt the necessary measures to implement the most agile communication channels and contacts possible and with the minimum formalities. The parties will agree on the details of any collaborative activity on a case-by-case basis and by mutual consent.

ARTICLE 5

This Memorandum of Understanding will enter into force on the date signed by both parties and it will remain valid until one of the parties gives written notice of its desire to

put an end to this Memorandum of Understanding without the need for an expression of cause and with an anticipation of thirty (30) calendar days.

ARTICLE 6

For all the effects that may correspond, the parties constitute their legal domiciles in their respective offices. Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled by consultation or another mode of settlement agreed on between the parties.

ARTICLE 7

This Memorandum of Understanding does not create or imply any obligations of a financial nature for the parties. Any commitment undertaken by the IOI or GAMIP within the scope of the present Memorandum of Understanding will be subject to the availability of resources. Each party will bear its own costs and expenses incurred in the implementation of this Memorandum of Understanding unless otherwise agreed to by the parties in writing.

This Memorandum of Understanding was signed in November 2020 in two sets and three versions (in English, French and Spanish).



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Dr. Irene Oseremen
GAMIP President



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Peter Tyndall
IOI President