



INTERNATIONAL COORDINATING COMMITTEE OF
NATIONAL INSTITUTIONS FOR THE PROMOTION
AND PROTECTION OF HUMAN RIGHTS (ICC)



International Ombudsman Institute
Institut International de l'Ombudsman
Institut Internacional del Ombudsman

MEMORANDUM OF UNDERSTANDING

between the

International Coordinating Committee of national institutions for the promotion and protection of human rights

and the

International Ombudsman Institute

The **International Coordinating Committee of national institutions for the promotion and protection of human rights**, hereafter called the ICC, and the **International Ombudsman Institute**, hereafter called the IOI,

The ICC is an international association of NHRIs which promotes and strengthens NHRIs to be in accordance with the Paris Principles and provides leadership in the promotion and protection of human rights.

and

The IOI is a global, independent, non-political organization, which promotes the concept of ombudsmanship and fosters cooperation among ombudsman institutions worldwide with a view to contributing to the respect for human rights and fundamental freedoms, adherence to the rule of law, effective democracy, administrative justice and procedural fairness in public organizations.

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

Recognizing that they share similar objectives to respectively strengthen the establishment of strong and effective national human rights institutions and ombudsman offices and thereby assist in the promotion and protection of human rights within the scope of their particular mandates;

Concerned by the threats and challenges posed by mal administration and corruption to the security and stability of societies, undermining the institutions and values of democracy, ethical values and justice, and jeopardizing sustainable development, social and economic prosperity and the rule of law;

Recalling the numerous international conventions, instruments and mechanisms on promoting and protecting human rights, democracy and good governance;

Reiterating the need to ensure transparency, accessibility, accountability, legitimacy, impartiality and integrity within democratic systems to promote the effective respect, promotion and protection of human rights;

Convinced that a comprehensive and multidisciplinary approach is required to promote and protect human rights;

Recognizing the importance of joint efforts at the global and regional levels to support the establishment of effective and independent institutions that support the promotion and protection of human rights and democracy at a domestic level;

Noting that there is a need for capacity building and training within the Parties respective member institutions in the area of human rights and its interrelationship with open and accountable government and that the Parties have expertise that can be shared;

Recognizing the importance of national human rights institutions and ombudsman institutions in monitoring and controlling public administration and contributing to its improvement by, inter alia, promoting greater accountability and transparency while safeguarding human rights and the rule of law;

Noting that collaboration; sharing of information and capacity building are important components of ensuring that the Parties' members achieve their respective mandates;

The ICC and the IOI collectively referred to as "the Parties" are entering into this Memorandum of Understanding on the basis of mutual respect and mutual benefit for the purpose of jointly fostering cooperation in the field of the promotion and protection of human rights within the context of public administration;

The Parties intend, as appropriate, on a voluntary basis, to cooperate closely and therefore share the following understanding:

ARTICLE 1 Scope

This Memorandum of Understanding creates the framework of cooperation between the Parties and sets out their intended role and participation.

Each Party shall implement this Memorandum of Understanding within the scope of its mandate and in accordance with its own policy framework, legislation, rules and procedures. There is no intention under this Memorandum to modify or create any obligations contrary to the institutional and policy framework of either Party or the scope of either's respective mandate. In the event there is an inconsistency between this Memorandum and the relevant framework, the latter shall govern.

The Parties shall respect each other's sphere of competence and policy framework as well as the regulations, rules and procedures applicable to each Party.

ARTICLE 2 Forms of Cooperation

Within the framework of this Memorandum of Understanding, the Parties will cooperate to support and promote their common objectives in good faith and on the basis of equality. The forms of cooperation, under this Memorandum, may include support and/or joint activities in the areas of technical assistance, training and education, such as:

a) Participation in conferences and meeting

ICC and IOI shall invite each other to participate in conferences, workshops and trainings that they organise in the field of human rights and/or ombudsmanship.

The ICC and IOI agree that the participation of both parties in all activities deemed beneficial to their respective progress, and consistent with each organization's founding principles, shall be mutually encouraged. Representatives from each organisation shall be mutually invited to attend congresses and conferences by its counterpart or any international or regional organizations and associations whose activities are consistent with the objectives and common references set out by this agreement.

b) Study visits and training workshops

ICC and IOI may assist in the facilitation of study visits, training workshops and other actions between its members aimed at exchanging professional experience and improving the mutual training of their staff.

Participation of members from the ICC and IOI at relevant training workshops organized by its counterpart shall be encouraged whenever the project budget allows for it.

c) Exchange of information

ICC 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 contact and consultation between members of the ICC and the IOI shall be encouraged and promoted by each institution.

The ICC and the IOI and their respective members are encouraged to share information such as and not limited to: legislation, legal documents, background documents or issue papers. The ICC and the IOI 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.

In order to put this agreement into effect, the ICC and the IOI commit themselves to keeping up regular contacts and engaging in mutual consultations.

ARTICLE 3 Terms and conditions

The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this Memorandum of Understanding, to identify possible priority areas for cooperation, and to plan future activities.

ARTICLE 4 Implementation at the local and regional level

In order to effectively implement this Memorandum of Understanding, both Parties agree to make every endeavour to not only strengthen the relationship on an inter-organizational level, but also to ensure that the benefits transcend to the regional and local level in every country forming part of the agreement.

ARTICLE 5 Entry into force

This Memorandum of Understanding will come into effect upon its signature by both Parties. It will remain in effect for two three-year terms, after which it will be tacitly renewed for a further period of three years under the same terms and conditions, unless the Parties agree otherwise.

ARTICLE 6 Amendments

This Memorandum of Understanding may be modified only with the written consent of the Parties. Upon request by either Party, consultations may be held in case the need for amendment of this Memorandum occurs. Any such amendments will come into effect upon the signature of the representatives of the two Parties.

ARTICLE 7 Settlement of Disputes

Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled by consultations or another mode of settlement agreed on between the Parties.

ARTICLE 8 Cancellation

Either Party may cancel this Memorandum of Understanding by giving written notification to the other Party. Such cancellation will become effective three months after the receipt of such notification by the other Party in writing. Upon such notice, the Parties will agree upon measures for the orderly conclusion of ongoing activities. The Parties may jointly cancel this Memorandum of Understanding at any time by written agreement.

ARTICLE 9 Use of the Names and Emblems of the Parties

Any use of the name, including its acronym, emblem or official seal of either Party (the "requested Party") in connection with the cooperation hereunder will be subject to the prior written agreement of the requested Party. In no event will authorization be granted for commercial purposes. The Parties hold sole ownership over the course materials, publications and other such documentation which they produce respectively under this Memorandum of Understanding, unless otherwise agreed to by them. The use of the above stated documentation, in joint efforts, will not infringe upon the sole ownership rights of the Parties.

ARTICLE 10 Financial Support

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

ARTICLE 11 Privileges and Immunities

The cooperation under this Memorandum of Understanding is non-exclusive. Nothing contained in this Memorandum shall be deemed a waiver of the privileges and immunities enjoyed by either Party.

This agreement was signed in Geneva, Switzerland, on 12 March 2015 in four versions namely: English, French, Spanish and Arabic. The English version shall be considered as the original.

IN WITNESS WHEREOF, the undersigned, the duly authorized representatives of the respective Parties affix their signatures below.



Adv Mabelde Lourencia MUSHWANA

ICC



Adv John R. WALTERS

IOI