

MEMORANDUM OF UNDERSTANDING

between

THE UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH having its headquarters at 7 bis, Avenue de la Paix, CH-1202 Geneva 2, Switzerland, represented by Mr. Nikhil Seth, Assistant Secretary-General of the United Nations and Executive Director, UNITAR

and

THE INTERNATIONAL OMBUDSMAN INSTITUTE, having its headquarters at the Austrian Ombudsman Board, 1015 Vienna, Singerstrasse 17, represented by Mr. Chris Field, Ombudsman Western Australia and President of the International Ombudsman Institute, as well as Mr. Werner Amon, Austrian Ombudsman and Secretary General of the International Ombudsman Institute.

This Memorandum of Understanding has been signed in the English, French and Spanish language. In case of inconsistency between the Spanish, French, and English version, the latter will govern and prevail.

MOU.NYO.2021.001

WHEREAS the United Nations Institute for Training and Research (hereinafter referred to as "UNITAR") is an autonomous body within the United Nations that was established in 1965 pursuant to a United Nations General Assembly resolution and is governed by a Board of Trustees, with the mission to develop the individual, institutional and organizational capacities of countries and other United Nations stakeholders through high quality learning solutions and related knowledge products and services to enhance decision-making and to support country-level action for overcoming global challenges;

WHEREAS the International Ombudsman Institute (hereinafter referred to as "IOI") is the only global organization for the cooperation of independent Ombudsman institutions, which promotes the Ombudsman concept, fosters cooperation among Ombudsman institutions worldwide, and enhances the capabilities of Ombudsman offices through training and shared learning, with the mission to strengthen independent oversight mechanisms, to contribute to the protection of human rights, the adherence to the rule of law, effective democracies, administrative justice, procedural fairness, and transparent and accountable government actions;

WHEREAS UNITAR and the IOI (who may be referred to individually as the "Party" and collectively as the "Parties") share the common goals and objectives with regard to developing and strengthening institutional and organizational capacities by raising awareness and providing training and learning solutions;

NOW THEREFORE, based on mutual trust and in spirit of cooperation, the Parties hereby agree to the following:

Article I – Objectives

1. The objective of this Memorandum of Understanding (hereinafter referred to as "MoU") is to provide a cooperative framework within which the Parties can develop and implement activities.
2. The Parties intend to utilize and leverage their existing resources and facilities for mutual benefit, and for the benefit of the activities' beneficiaries.

Article II – Scope and Extent of Cooperation

1. The Parties agree to jointly pursue cooperation based on their respective mandates, mission, goals, needs, expertise, networks and work programmes.
2. Forms of cooperation to be developed and implemented under this MoU may include, inter alia, the following:
 - a) Training, research and capacity development activities to empower Ombudsman institutions;
 - b) Information campaigns among Ombudsman institutions to familiarize them with the UN, its role, work, mechanisms, policies, programmes, etc.;
 - c) Information campaigns for UN bodies, UN representatives and UN member states, to gain a better understanding of the Ombudsman concept and the broad mandate of Ombudsman around the world;
 - d) Promote synergies between the UN and the IOI in the furtherance of promoting (i) Ombudsmanship, developing capacity and professionalism within the Ombudsman institution and generating quality knowledge and information in furtherance of good governance, the rule of law, and rights around the world; and (ii) the strategic priorities of the UN in the realms of democracy, good governance, promoting and protecting human rights, transparency and administrative justice, election observations and peace and security.

Article III - Thematic Areas of Work

1. As a first step towards achieving the overarching objective mentioned above the Parties have identified thematic areas to explore for collaboration, which can reasonably be expected to be realized in the framework of this MoU. They will be considered and complemented at any time when opportunities arise. They include, *inter alia*, the following:
 - a) Develop a guide to the UN Resolution on Ombudsman and Mediator institutions (A/RES/75/186) to promote further understanding of best practice for Ombudsman institutions;
 - b) Adapt the orientation courses on “Human Rights and the SDGs” from UNITAR Diplomatic Training Programme and offer them to Ombudsman institutions dealing with the SDGs and the UN Agenda 2030;
 - c) Offer awareness campaigns and training within the UN to sensitize UN bodies, UN representatives and UN member states to the work, mandate and role of Ombudsman institutions, especially in the protection and promotion of human rights and good governance as key to curbing corruption and achieving sustainable development and human well-being.

Article IV - Modalities for Cooperation

1. For every specific area of cooperation falling under this MoU, a specific agreement will be signed allowing the Parties to agree on technical and financial settings. Such agreements will include a detailed work programme and a breakdown of costs, and will indicate funding modalities.
2. The activities associated with the MoU shall be contingent upon the availability of sufficient human and financial resources, and the Parties will jointly devise strategies for seeking resources to meet desired objectives.
3. The Parties shall designate representatives that will serve as primary contact for the implementation of this MoU. The primary contacts will manage institutional communications between the Parties. If necessary, thematic contacts designated as need arise will manage communication on substantive issues.

UNITAR's Primary contact:

Marco A. Suazo
Head of Office
UNITAR New York
One United Nations Plaza Room DC1-603,
New York, NY, 10017-3515
USA

IOI's Primary contact:

Mr Meinhard Friedl,
IOI Executive Director and Head of IOI General Secretariat
Singerstrasse 17, P.O. Box 20
1015 Vienna
Austria

Article V – Use of Name and Emblem

1. Apart from the exclusive purpose of the execution of the clauses of this MoU, neither Party shall use the name, emblem, logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party in each case. In no event will the use of UNITAR/IOI name, emblem, logo, and trademark be granted for commercial purposes.
2. The Parties acknowledge that they are familiar with each other's ideals and objectives, and recognize that UNITAR name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNITAR or the United Nations.

Article VI - Entry into Force, Renewal and Termination

1. This MoU shall enter into force on the date of its last signature and will remain in force for three years.
2. This MoU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.
3. It can be renewed through a further MoU or through an exchange of letters.
4. It may be terminated by either Party on six months' written notice to the other Party. Such termination shall be without prejudice to a) the orderly completion of any on-going activity and b) any other rights and obligations of the Parties accrued prior to termination.
5. This MoU may be executed in separate counterparts by each of the Parties, both such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged by confirmed facsimile transmission or in portable document format by electronic mail.

Article VII – Limitations

1. This MoU is not intended to be a legally binding document.
2. Nothing in or related to this MoU is intended to be a waiver, express or implied, of the privileges and immunities of the United Nations Institute for Training and Research or the United Nations under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article VIII – Disputes

1. Any disputes between the Parties arising out of this MoU shall be settled amicably through negotiation. Any difference that may not be so settled shall be brought to the attention of the signatories of this MoU or duly authorized representatives of the Parties for final resolution.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MoU in the English, French and Spanish language in duplicate on:

Date: 12th May 2022



Nikhil Seth,
Assistant Secretary-General of the United Nations and Executive Director, UNITAR

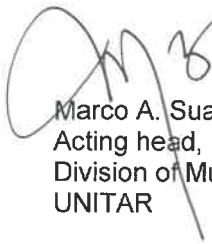
Date: 12th May 2022



Chris Field
IOI President

Cleared by

Date: March 31 / 2022



Marco A. Suazo
Acting head, UNITAR New York Office
Division of Multilateral Diplomacy
UNITAR