

# **MEMORANDUM OF UNDERSTANDING ON BILATERAL COOPERATION**

**between**



**The Office of the Ombudsman Thailand**

**and**

**The Office of the Ombudsman Philippines**



The Office of the Ombudsman Thailand is an independent oversight agency established under the Constitution of the Kingdom of Thailand B.E. 2540 (1997) and empowered by the Organic Act on Ombudsmen B.E. 2560 (2017) to conduct a fact-finding investigation into public complaints lodged against government official, state employees, and local administration on maladministration-related matters and provide recommendations. The Ombudsman is entitled to submit the case to the Constitutional Court in case any law begs the question of constitutionality,

**and**

The Office of the Ombudsman Philippines is an anti-corruption agency created under the Constitution and empowered by Republic Act No. ("RA") 6770 to act promptly on complaints against officers and employees of the Government, or of any subdivision, agency or instrumentality thereof, including government-owned or controlled corporations, and enforce their administrative, civil and criminal liabilities with the end view of ensuring that public officers and employees are accountable to the people at all times,

hereinafter referred to as the "Parties," are entering into this Memorandum of Understanding (MOU) to set out in writing the Parties' understanding of their working modalities in relation to fostering international cooperation in the field of good governance, complaint-handling, and anti-corruption.

## **Article 1.**

### **Terms of the MOU**

The Kingdom of Thailand and the Republic of the Philippines, both being signatories and State Parties to the United Nations against Corruption (UNCAC) wherein one of the goals is to promote international cooperation in the fight against corruption in a manner that is consistent with the sovereign equality and territorial integrity of States, agree to jointly foster international cooperation in addressing and preventing corruption, particularly in areas which the Parties may find of strategic mutual interest and which fall within the respective Parties scope of mandate.

This MOU is not intended to create any obligation contrary to, or to modify any obligation arising from, the legal and policy framework or mandate of either Party. In the event of an inconsistency between this MOU and the legal and policy framework of either Party, the latter shall govern.



## **Article 2.**

### **Areas of Cooperation**

In consideration of their respective domestic legal and administrative systems, as well as to the extent possible, of the availability of capacity, means and resources, the Parties, through a consultative manner, decide to collaborate in the conceptualization and/or execution of the following modes of cooperation, inter alia:

1. Exchange of knowledge and information on good governance, complaint handling and anti-corruption policies, practices, systems and procedures, and designing a corresponding mechanism to facilitate the sharing and to define the extent and limitations of such exchanges.
2. Development of capacity-building interventions such as, but not limited to, conceptualizing and organizing professional for a and workshops, designing joint training curricula, identifying modalities for study visits, exchanges of experts or students in training academies or institutions, if any;
3. Development of bilateral advocacy plans to promote good governance, complaint handling and anti-corruption mechanisms developed under this MOU;
4. Establishment of partnership or network among relevant government agencies, diplomatic community, international and civil society organizations, and other stakeholders, if necessary; and whenever possible, generate resources among them to support activities leading to the fulfillment of this MOU; and
5. Other areas of cooperation as may be jointly decided upon by the Parties.

## **Article 3.**

### **Technical Arrangement and Implementation Modalities**

The implementation or observation of the areas of cooperation identified and described in this MOU shall be guided by the following:

1. The Parties shall organize a Joint Technical Working Group (JTWG) upon signing of the MOU responsible in crafting a work plan corresponding to the agreed areas of cooperation, in facilitating the implementation thereof, and in discussing and fleshing out matters arising from the cooperation in need of higher-level decision or approval;
2. Among their respective JTWG representatives, each Party shall identify the primary focal or contact point designated to facilitate and expedite the effective and confidential transmission of information being exchanged. Any change of the designated contact point shall be communicated to the other Party in writing;
3. The Parties shall hold regular meeting annually to review and evaluate the engagement and the interventions implemented through the MOU, to present additional activities or propose new interventions, to deliberate on existing concerns and identify solutions to resolve the same, and to discuss other matters concerning the partnership.

## **Article 4.**

### **Financial Arrangement**

Each Party shall bear their respective cost in implementing this MOU. For certain activities, projects or programs to be undertaken in fulfillment of this MOU, the Parties may agree on a specific financial arrangement prior to execution. Such arrangement shall be in accordance with the legal and policy framework of both Parties.



## **Article 5.**

### **Confidentiality, Permitted Uses of Information and Communication to Third Parties**

Information which are requested or shared that are not classified for good governance, complaint handling and anti-corruption promotion, education or advocacy campaigns, shall be held by each Party in high confidentiality. Accordingly, it will not be disclosed to a third party without the written consent of the Party that provided the information. Further, confidential information or evidence obtained under this MOU shall not be used for any purposes other than those described in the request without the prior consent of the disclosing Parties.

The commitment of the Parties under this Article shall survive the expiration or termination of this MOU.

## **Article 6.**

### **Settlement of Disputes**

Any dispute arising out of the interpretation, application or implementation of this MOU shall be resolved through negotiation.

## **Article 7.**

### **Entry into Effect, Modification and Cancellation**

This MOU shall come into effect on the day on which it has been duly signed by the authorized representative of both Parties and shall remain in effect for a period of five (5) years; and will automatically be extended for the same period (5 years) unless one of the Parties notifies the other, in writing, of the cancellation or termination thereto. The MOU shall be terminated thirty (30) days after the receipt of such notification by the other Party.

Upon the request of either Party, consultations may be held immediately in order to address the need for any modification of this MOU. Any such amendment shall come into effect on the date of the signing by the representatives of the Parties of an official document executed for the purpose.

SIGNED in duplicate in Bangkok, on July 2, 2019 in both the English and Thai languages.

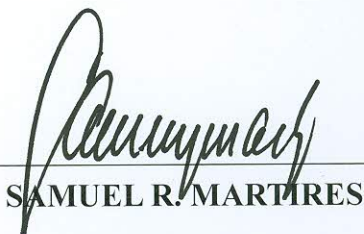
**For the Office of the Ombudsman  
Thailand**



**VIDDHAVAT RAJATANUN**

Chief Ombudsman

**For the Office of the Ombudsman  
Philippines**



Ombudsman