



**Memorandum of Understanding on Cooperation Between  
the Ombudsman of the Kingdom of Thailand and  
the National Commission of Supervision of the People's Republic of China**

The Ombudsman of the Kingdom of Thailand and the National Commission of Supervision (NCS) of the People's Republic of China (hereinafter referred to as "the Parties"),

Recognizing the serious political, economic and social consequences of various types of corruption and other forms of crimes,

Acknowledging the international characteristics of corruption in the modern age and the role of international conventions, including the *United Nations Convention against Corruption*,

Reaffirming the significance of good governance as preventive mechanism in fighting against corruption,

Aiming at correcting injustices caused to an individual as a result of maladministration through independent and objective consideration of public grievance,

Desiring to share experience, enhance cooperation on fighting corruption, supervision, promotion of good governance in the public administration and the building of a new international anti-corruption order and the respect for the Rule of Law,

Pursuant to their prevailing domestic laws and regulations,

Have reached the following understandings:

**Article 1: Objective**

The objective of this Memorandum of Understanding (MOU) is for the Parties to conduct anti-corruption exchanges and cooperation, encourage the exchange of experiences and best practices between the Parties to strengthen their complaint handling systems, and promote their respective performance in this area, that reflect the principles and objectives of the *United Nations Convention against Corruption*.





## **Article 2: Areas of Cooperation**

The Parties shall conduct cooperation in areas of combating corruption and supervision, promoting the principle of good governance in public administration, contributing to transparency and the Rule of Law in which under this MOU may include the following:

- a. to share experience, information and achievements;
- b. to conduct cooperation programs and plans agreed by the Parties;
- c. to share technical experience and information exchanges concerning public grievance redress, remedy of injustice caused by maladministration, as well as facilitating the relevant process on repatriation of corrupt persons and recovery of corrupt assets;
- d. to strengthen anti-corruption and promotion of capacity building on good governance and public oversight, which includes providing expert consultation, exchanging personnel for training and advanced studying, jointly organize seminars and workshops; and invite each other to related international conferences, seminars and other activities,
- e. to coordinate positions and enhance cooperation under bilateral and multilateral framework which both the Parties participate in, and
- f. fother areas of cooperation as may be jointly agreed upon by the Parties.

## **Article 3: Implementation Mechanism**

Written consultation between the Parties is needed to decide the theme, time, venue and logistics arrangements for activities under this MOU. The Parties shall, in principle, conduct high-level exchange visits once every two years, to share practices and discuss cooperation issues. Each Party shall designate their respective foreign affairs department to serve as the focal point for daily communication.

## **Article 4: Expenses**

Each Party shall bear its own costs of cooperation under this MOU, unless otherwise jointly agreed by the Parties in advance.

## **Article 5: General Provisions**



Cooperative activities under this MOU shall be conducted by the Parties in accordance with their respective domestic laws and regulations.

This MOU does not create any legally binding rights or obligations.

Either Party shall not transmit information obtained from the other Party under this MOU to a third party without the prior written consent of the other Party.

## **Article 6: Settlement of Disputes**

The Parties shall settle disputes arising out of the interpretation or application of this MOU through consultation and negotiation.





## Article 7: Entering into Effect, Amendment and Termination

This MOU shall come into effect on the date of its signature and remain in effect for a period of five (5) years. The effectiveness shall be automatically extended for another successive five (5) years, and shall thereafter be renewable accordingly, unless either Party proposes a written termination notification. *Memorandum of Understanding on Cooperation Between The Ombudsman of the Kingdom of Thailand and The Ministry of Supervision of the People's Republic of China* shall be invalidated as of the date this MOU goes into effect.

This MOU may be amended by mutual written consent of the Parties. Amendments shall be an integral part of this MOU.

Either Party may terminate this MOU with a written notification and the MOU will be terminated thirty (30) days after the dispatch of such notification. The validity of any ongoing programs and cooperation under this MOU shall not be affected by such termination.

The duly authorized representatives of the Parties sign this MOU on June 6, 2018 in duplicate in Thai, Chinese and English languages, all texts being equally authentic. In case of different interpretation, English text shall prevail.

**Representative of  
The Ombudsman  
The Kingdom of Thailand**

Gen. Vichit Rattanaporn

**Representative of  
The National Commission of Supervision  
The People's Republic of China**

[Signature]

