

**MEMORANDUM OF UNDERSTANDING
ON BILATERAL COOPERATION**



between

The Ombudsman Thailand



and

**The Parliamentary Commissioner for Administrative Investigation Western Australia
(Ombudsman Western Australia)**

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 Parliamentary Commissioner for Administrative Investigations (Ombudsman Western Australia) is an independent oversight agency established by the Parliament of Western Australia and empowered by the *Parliamentary Commissioner Act 1971* and the *Royal Commissions Act 1968* to investigate the administrative actions of government, local government and universities and to undertake other functions under legislation including the review of child deaths.

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 complaint-handling, good governance and Ombudsmanship.

Article 1.

Terms of the MOU

The Ombudsman Thailand and the Parliamentary Commissioner Australia for Administrative Investigations Western Australia (Ombudsman Western Australia) agree to jointly foster international cooperation in addressing and preventing mal-administration, 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 Ombudsman and complaint-related 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 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 Ombudsmanship 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, Ombudsmanship, 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 negotiations and consultations between the two Parties.

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 Perth, Australia, on 2 September 2019 in both the English and Thai languages.

**For the Ombudsman
Thailand**



VIDDHAVAT RAJATANUN

Chief Ombudsman

**For the Parliamentary Commissioner
for Administrative Investigations
Western Australia**



CHRIS FIELD

Ombudsman