



**MEMORANDUM OF UNDERSTANDING
ON BILATERAL COOPERATION**



between

The Ombudsman of Thailand

and

**The Provedor de Direitos Humanos e Justiça of Timor-Leste
(Ombudsman for Human Rights and Justice of Timor-Leste)**

The Ombudsman of Thailand, 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 fact-finding investigations into public complaints lodged against government officials, state employees, and local administrations on maladministration-related matters and provide recommendations, being entitled to submit a case to the Constitutional Court or the Administrative Court in case any law begs the question of constitutionality or any rule, order or any other act of State agency or State official begs the question of constitutionality or legality;

and

The Provedor de Direitos Humanos e Justiça of Timor-Leste (Ombudsman for Human Rights and Justice of Timor-Leste), an independent institution established by the Constitution of the Democratic Republic of Timor-Leste under article 27 and empowered by the Statute of the Ombudsman for Human Rights and Justice (Law No. 7/2004, altered by Law No. 8/2009) and the Organic Structure of the Office of the Ombudsman for Human Rights and Justice (Decree Law No. 25/2011, altered by Decree Law No. 31/2016) to examine and seek to satisfy citizens' complaints against public bodies, to certify the conformity of the acts in accordance with the law as well as to prevent injustices and initiate the entire process to remedy injustices;

hereinafter referred to as the "Participants," hereby enter into this Memorandum of Understanding (MOU) to set out in writing their understanding of their respective working modalities in relation to fostering international cooperation in the field of complaint-handling, good governance and Ombudsmanship.

Paragraph 1

Terms of the MOU

The Ombudsman of Thailand and the Provedor de Direitos Humanos e Justiça of Timor-Leste (Ombudsman for Human Rights and Justice of Timor-Leste) will decide to jointly foster cooperation in addressing and preventing maladministration, particularly in areas which the Participants may find to be of joint interest and which fall within the respective Participants' scope of mandate.

This MOU neither constitutes an international agreement nor creates any legal obligations for the Participants. In the event of any inconsistency between this MOU and the legal and/or policy framework of either Participant, the latter will prevail.

Paragraph 2

Areas of Cooperation

In consideration of their respective domestic legal and administrative systems, as well as, to the extent possible, the availability of capacity, means and resources, the Participants, through a consultative manner, will endeavour 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, reports, research for development and designing a corresponding mechanism to facilitate the sharing and to define the scope of such exchanges;
2. Development of capacity-building interventions such as, but not limited to, conceptualizing and organizing professional 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; and
4. Other areas of cooperation as jointly decided by the Participants.

Paragraph 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. Upon signing the MOU, the Participants will establish a Joint Technical Working Group (JTWG) responsible for crafting a work plan that covers the decided areas of cooperation, facilitating the implementation thereof, and discussing and fleshing out matters arising from the cooperation that require higher-level decision or approval;
2. Among their respective JTWG representatives, each Participant will designate a primary focal or contact point to facilitate and expedite the effective and confidential transmission of information being exchanged. Any change of the designated contact point will be communicated to the other Participant in writing;
3. The Participants will hold a regular meeting annually to review and evaluate the engagement and interventions implemented through the MOU, to present additional activities or propose new interventions, to deliberate on existing concerns and identify solutions thereto, and to discuss other matters concerning the partnership.

Paragraph 4

Financial Arrangements

Each Participant will bear their respective costs incurred in the implementation of this MOU. For certain activities, projects or programs to be carried out in fulfillment of this MOU, the Participants may jointly decide on a specific financial arrangement prior to execution. Such arrangement will be in accordance with the legal and policy framework of both Participants.

Paragraph 5

Confidentiality, Permitted Uses of Information and Communication to Third Parties

Information which is requested or shared that is not classified for public release will be held by each Participant in strict confidentiality. Accordingly, it will not be disclosed to a third party without the written consent of the Participant that provided the information. Further, confidential information or evidence obtained under this MOU will not be used for any purpose other than those described in the request without the prior consent of the disclosing Participant.

The commitment of the Participants under this Paragraph will survive the expiration or termination of this MOU.

Paragraph 6

Settlement of Disputes

Any dispute arising out of the interpretation, application or implementation of this MOU will be resolved through negotiations and consultations between the two Participants.

Paragraph 7

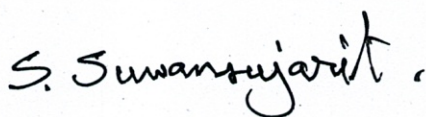
Entry into Effect, Modification and Cancellation

This MOU will come into effect on the day it is signed by authorized representatives of both Participants and will remain in effect for a period of five (5) years, and be automatically extended for the same period (5 years) unless one of the Participants notifies the other, in writing, of the cancellation or termination thereto. The MOU will be terminated thirty (30) days after the receipt of such notification by the other Participant.

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

SIGNED in duplicate in Bangkok, Thailand on 2 November 2022 in English.

For the Ombudsman of Thailand



SOMSAK SUWANSUJARIT

Chief Ombudsman

**For the Provedor de Direitos Humanos
e Justiça of Timor-Leste**



JESUÍNA MARIA FERREIRA GOMES, MPA

Provedora