NON-BINDING

MEMORANDUM OF UNDERSTANDING

FOR

Fostering Institutional Cooperation

BETWEEN

The Provincial Ombudsman Sindh, Pakistan

AND

The Ombudsman of Thailand

MEMORANDUM OF UNDERSTANDING

ON BILATERAL COOPERATION

BETWEEN

THE PROVINCIAL OMBUDSMAN SINDH, PAKISTAN

AND

THE OMBUDSMAN OF THAILAND

The Office of the Provincial Ombudsman for the Province of Sindh, Pakistan being a quasi-judicial, independent Office established under the "Establishment of the Office of Ombudsman for the Province Of Sindh Act,1991 (1 Of 1992) for undoing the wrong after undertaking an investigation into any allegation of maladministration on part of any Government Department (Agency) or any of its Officers or employees.

AND

The Ombudsman of Thailand, is an independent constitutional organisation 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 recommend State agencies to revise any law, rule or order or any operative procedure that causes grievance or unfairness or imposes an unnecessary or undue burden on the people; to conduct fact-finding when it is found that there is a person affected by grievance or unfairness arisen from non-compliance with the law or performance beyond duties and powers as provided by the law of State agency or State officials in order to recommend State agencies to eliminate or deter such grievance or unfairness; to submit to the Council of Ministers for acknowledgement that State agency has not yet correctly and completely complied with Chapter V Duties of the State of the Constitution. The Ombudsman is entitled to submit the 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 hereinafter called as the "Participant" of the Second Part.

The Party of the First will be called individually as the "Participant" and collectively as the "Participants".

The "**Participants**", have decided to enter into this Memorandum of Understanding (MOU) to set out in writing the **Participants**' understanding of how they will foster international cooperation in the field of complaint-handling, good governance and Ombudsmanship.

Paragraph 1.

Terms of the MOU

The **Participants** consent to jointly foster international cooperation in addressing and preventing mal-administration, particularly in areas of strategic mutual interest that fall within their respective scopes of mandate.

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

Paragraph 2.

Areas of Cooperation

In consideration of their respective domestic legal and administrative systems, as well as the availability of capacity, means, and resources, the **Participants**, through a consultative manner, have decided to collaborate in the conceptualisation and/or execution of the following modes of cooperation, inter alia:

1. To exchange knowledge and information on Ombudsman and complaint-related policies, practices, systems, and procedures, and design of a corresponding mechanism to facilitate sharing and to define the extent and limitations of such exchanges;
2. To develop capacity-building interventions such as, but not limited to, conceptualisation and organising professional / training workshops both online and physical form;
3. To share the capacity development endeavours (such as, but not limited to, training workshops, placements, mentoring, etc) and collaborating on planning and development of capacity development programmes as appropriate in order to promote and enhance Ombudsmanship;
4. To develop bilateral advocacy plans to promote good governance, complaint handling, and Ombudsmanship mechanisms developed under this MOU; and
5. Other areas of cooperation as may be jointly decided upon by the **Participants**.

Paragraph 3.

Financial Arrangement

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

Paragraph 4.

Confidentiality, Permitted Uses of Information, and Communication to Third Party

Information requested or shared which is not classified for public release will be held by each **Participant** in high 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 purposes other than those described in the request without the prior consent of the disclosing **Participant**.

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

Paragraph 5.

Settlement of Differences

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

Paragraph 6.

Entry into Effect, Modification, and Cancellation

This MOU will come into effect on the day on which it is signed by the authorised representative of both **Participants** and will remain in effect for a period of five (5) years. Either **Participant** may terminate this MOU at any time by informing the other **Participant** in writing, of its intention to terminate the MOU. The MOU will be terminated thirty (30) days after the receipt of such notification by the other **Participant**.

Upon the request of either **Participant**, the 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.

IN WITNESS WHEREOF, the Participants have executed this non-binding Memorandum of Understanding as of the day and year of the last signature indicated below.

SIGNED in duplicate at Karachi, Sindh, Pakistan on 30 November 2023 in the English language.

For the Ombudsman of Thailand	**For the Provincial Ombudsman Sindh, Pakistan**
S. Suwansujarit.	
Somsak Suwansujarit Chief Ombudsman	**Ajaz Ali Khan** Ombudsman

WITNESSES:-

1. NARUT SOONTARODOM
(NAME)
N. Soontarodom
(SIGNATURE)

2. MASOOD ISHRAT
(NAME)
(SIGNATURE)