



MEMORANDUM OF UNDERSTANDING
ON BILATERAL COOPERATION
BETWEEN
OMBUDSMAN THAILAND (OMT)
and
THE CHIEF OMBUDSMAN OF NEW ZEALAND

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 fact-finding investigations into public complaints lodged against government officials, state employees, and local administration on maladministration-related matters and provide recommendations. 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.

and

The Chief Ombudsman of New Zealand is an Officer of Parliament appointed by the Governor-General on the recommendation of Parliament. The Chief Ombudsman role and functions are established by the Ombudsmen Act 1975. The Chief Ombudsman's overall purpose is to investigate, review, and inspect the administrative conduct of public sector agencies and provide advice and guidance to ensure people are treated fairly. The Chief Ombudsman gives effect to a number of key democratic and human rights measures aimed at safeguarding the rights of individuals and promoting government accountability and transparency. More specifically, the Chief Ombudsman's functions are to:

- improve public sector capability to do its work and make decisions;
- inform the public to enable them to take constructive action to realise their rights;
- carry on formal consultations to assist public sector agencies to make specific decisions;
- deal with requests for advice and guidance about alleged serious wrongdoing;
- protect and monitor disability rights in New Zealand;
- monitor and inspect places of detention for cruel and inhumane treatment;
- resolve, investigate, and review complaints about decisions on requests for access to official information;
- monitor general compliance and good practice by public sector agencies in managing and responding to official information requests;
- resolve and investigate complaints about public sector administration and decision making;
- contribute to improvement of public sector administration and decision making by identifying, resolving, and investigating concerns; and
- learn from, and assist to develop, international best practice.

Hereinafter referred to as the “Participants”, are deciding 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, protection of Human Rights, 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 is not intended to create any conditions, terms, or duties contrary to, or to modify any conditions, terms, or duties arising from, the legal and policy framework or mandate of either Participant. In the event of an inconsistency between this MOU and the legal and 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, decide to collaborate in the conceptualisation 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 design of a corresponding mechanism to facilitate sharing and to define the extent and limitations of such exchanges;
2. Development of capacity-building interventions such as, but not limited to, conceptualisation and organising professional workshops, designing joint training curricula, identifying modalities for study visits, and exchanges of experts or students in training academies or institutions, if any;
3. Sharing of capacity development endeavours (such as, but not limited to, training workshops, placements, mentoring, etc) with Ombudsmen Offices (or similar functions) from other countries and collaborating on planning and development of capacity development programmes as appropriate in order to promote and enhance Ombudsmanship in the Pacific, South East Asia, and South Asia regions;
4. Development of bilateral advocacy plans to promote good governance, complaint handling, and Ombudsmanship mechanisms developed under this MOU;
5. Build on informal networks among relevant government agencies, diplomatic community, international and civil society organizations, and other stakeholders, as feasible, to support activities leading to the fulfilment of this MOU;

6. Assist, within the relevant legal and policy framework, nationals from each other's respective countries with any issues they may have pertaining to that country's public administration; and
7. Other areas of cooperation as may be jointly decided upon 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 will be guided by the following:

1. The Participants will organise a Joint Technical Working Group (JTWG) upon signing of the MOU to create a work plan corresponding to the accepted areas of cooperation, to facilitate the implementation thereof, and to discuss matters arising from the cooperation in need of higher-level approval;
2. Among their respective JTWG representatives, each Participant will identify the primary contact point designated 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; and
3. The Participants, or appropriate representatives, will meet 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.

Paragraph 4.
Financial Arrangement

Each Participant will bear their respective costs in implementing 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 5.
Confidentiality, Permitted Uses of Information, and Communication to Third Participants

Information which is requested or shared that is not classified for public release will be held by each Participant in high confidentiality. Accordingly, it will not be disclosed to a third Participant 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 Participants.

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

Paragraph 6.
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 two Participants.

Paragraph 7.
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; and will automatically be extended for the same period (5 years) unless one of the Participants notifies the other, in writing, of the cancellation or termination thereof. 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 11 February 2020 in both the English and Thai languages.

For Ombudsman Thailand

**For the Chief Ombudsman
of New Zealand**

VIDDHAVAT RAJATANUN

Chief Ombudsman

PETER F. BOSHIER

Chief Ombudsman