



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS CHILDREN’S FUND
AND
THE OFFICE OF THE NATIONAL HUMAN RIGHTS COMMISSION
OF THAILAND**

This Memorandum of Understanding (“MOU”) is signed on August 11, 2022 between the Office of the National Human Rights Commission of Thailand (NHRCT) located at 120 Chang Wattana Road, Thung Song Hong, Lak Si, Bangkok 10210, Thailand and the United Nations Children’s Fund (UNICEF), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of December 11th, 1946 as a subsidiary organ of the United Nations, having its headquarters located at UNICEF House, Three United Nations Plaza, New York, USA 10017, and its office in Thailand, located at 19 Phra Atit Road, Bangkok 10200, Thailand. The Office of the NHRCT and UNICEF are hereinafter referred to individually as a “Participant” and jointly as the “Participants”.

WHEREAS, UNICEF works with governments, civil society organizations, other UN agencies, academic institutions, media entities, and other partners worldwide to advance children’s rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination against Women, The Convention on the Rights of Persons with Disabilities and other relevant international conventions;

WHEREAS, The Office of the NHRCT has the responsibility to support the National Human Rights Commission of Thailand, which is an independent constitutional body mandated to promote and protect human rights, provide recommendations on human rights for concerned organizations, and assess the human rights situation in Thailand;

WHEREAS, UNICEF Thailand Country Office and the Office of the NHRCT, under the instruction of the NHRCT, are interested in promoting and protecting human rights, which contributes to the achievement of the Sustainable Development Goals (SDGs) in Thailand;

WHEREAS, the Participants share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Participants wish to express their intention to cooperate as follows:

**Paragraph I
Purpose of Cooperation**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Participants, on a non-exclusive basis, to contribute to the realization of child rights and the achievement of the SDGs in Thailand.

**Paragraph II
Scope of Cooperation**

The Participants intend to cooperate in the following areas:

- i. Generating evidence and advocacy for child rights and child protection by the provision of technical comments to the preparation of the country's human rights situation reports and research involving children.
- ii. Technical collaboration on capacity development and exchange of technical knowledge on child rights and child protection with the Office of the NHRCT and stakeholders in Thailand, applying suitable international standards to protect child rights, especially of the vulnerable and children left behind.
- iii. Awareness raising through public advocacy campaigns, events, meetings, and conferences to enhance child rights, and child protection.
- iv. Facilitating interactions between the Office of the NHRCT and UNICEF with other development actors at national and sub-national levels in Thailand and beyond to exchange knowledge and experience on child rights including scaling up good practice and efforts.

**Paragraph III
Consultation and Exchange of Information**

3.1) The Participants will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2) Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Participants within the scope of this collaboration.

3.3) The Participants will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4) The Participants may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Participant, the other may have an interest. Invitations will be subject to mutual consultation and the procedures applicable to such meetings or conferences.

**Paragraph IV
Visibility**

The Participants recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each Participant in all public information documentation relating to instances of such cooperation and use each Participant's name and emblem or logo in the documentation related to the cooperation in accordance with the current policies of one another and subject to the prior written agreement of each Participant.

**Paragraph V
Term, Termination, Renewal, Amendment**

5.1) The proposed cooperation under this MOU is non-exclusive and will have an initial term of two (2) years from the date upon which it comes into effect as defined in Paragraph VIII ("Coming into Effect") and may be extended in writing for subsequent periods of three (3) years. Either Participant may terminate this MOU by giving a two (2) months' written notice to the other Participant.

5.2) Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU which will, unless terminated or expired, continue to regulate the relationship between the Participants in accordance with the terms thereof.

5.3) This MOU may be amended only by mutual written agreement of the Participants.

**Paragraph VI
Legal Provisions Relating to Implementation**

6.1) Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not a legally binding document; (b) nothing herein will be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein will be construed as creating a joint venture and neither Participant will be an agent, representative or joint partner of the other Participant; (d) each Participant will be responsible for its acts and omissions in connection with this MOU and its implementation.

6.2) The Office of the NHRCT represents that it has all the necessary powers, authority, and legal capacity to enter this MOU and perform its obligations hereunder.

6.3) In the event of inconsistency between any provision of this Paragraph VI and a provision of another section of the MOU, this Paragraph VI will prevail.

**Paragraph VII
Privileges and Immunities**

Nothing in or relating to this MOU will be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Paragraph VIII
Coming into Effect**

This MOU will become into effect on the date of signing.

IN WITNESS WHEREOF, SIGNED in duplicate in Bangkok, Thailand on August 11, 2022 in the English language.

FOR UNICEF Thailand:

**FOR THE OFFICE OF THE
NATIONAL HUMAN RIGHTS
COMMISSION OF THAILAND:**

Signature:



(Kyungsun Kim)
Representative

Signature:



(Pitakpol Boonyamalik)
Secretary-General