



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE OFFICE OF THE NATIONAL HUMAN RIGHTS COMMISSION
OF THAILAND**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Office of the National Human Rights Commission of Thailand (NHRCT). UNDP and the Office of the NHRCT are hereinafter referred to individually as a “Participant” and jointly as the “Participants”.

WHEREAS UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things human rights, sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS The Office of the NHRCT has responsibilities 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 human rights situation in Thailand;

WHEREAS UNDP represented by the 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 and Scope

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 human rights and the achievement of the SDGs in Thailand.

Paragraph II
Areas of Cooperation

The Participants intend to cooperate in the following areas of activity:

- i. Raising awareness of stakeholders in Thailand, on human rights, and their contribution to the achievement of the Sustainable Development Goals;
- ii. Providing institutional and operational capacity empowerment for the Office of the NHRCT and stakeholders in Thailand and other national human rights institutions in the region, if suitable, to apply international standards to protect human rights, especially of the most vulnerable people
- iii. Facilitating interactions between the Office of the NHRCT and UNDP with other development actors at national and sub-national levels in Thailand and beyond to exchange knowledge and experience on human rights and SDGs.

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 in documentation related to the cooperation in accordance with the current policies of one another and subject to 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 three (3) years from the date upon which it comes into effect as defined in Paragraph VIII ("Coming into Effect"), and maybe 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) all of UNDP's activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP will be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) 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 October 19, 2022 in the English language

FOR UNDP

Signature:



(Renaud Meyer)
Resident Representative

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

Signature:



(Pitakpol Boonyamalik)
Secretary-General