

MEMORANDUM OF UNDERSTANDING

For

Co-operative Activities

Between

The Open Government Partnership Secretariat

And

The Organisation for Economic Co-operation and Development

1. Purpose of the MOU

This MOU between the Open Government Partnership (“OGP”) Secretariat and the Organisation for Economic Co-operation and Development (the “OECD”) (individually a “Party” and together the “Parties”) sets out the conditions for co-operation to promote jointly the implementation of open government including but not exclusively by disseminating open government principles, supporting countries to design, implement, and evaluate open government strategies and initiatives and moving towards an open state. This cooperation seeks to strengthen transparency, accountability, and integrity of all levels of government, as well as to promote stakeholders’ participation in policymaking and service design and delivery to reinforce democracy and achieve greater inclusive growth around the world. The Parties will operate in line with the provisions of the OECD Recommendations of the Council on Open Government, Integrity in the Public Sector, and Digital Government, among others, and the OGP Open Government Declaration.

Any activities conducted under this MOU are subject to their inclusion in the Parties’ respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

2. Areas of Co-operation

The collaboration of the Parties will focus on a number of substantive areas, which may include, but not be limited to:

POLICY AREAS

- Transparency and open access to information;
- Stakeholders’ participation in policy-making and service design and delivery;
- Integrity and accountability of the public sector and of civil society;
- Anti-corruption (including beneficial ownership transparency, open contracting, and other relevant areas);
- Fiscal transparency and participatory budgeting;
- Public service delivery (including water, education, health, family policy, among other areas);
- Digital rights and governance.

PROMOTING INCLUSIVE GOVERNANCE

- Open State, including judiciary, parliament, subnational level, independent institutions etc.;
- Working on gender-related issues and engaging women’s groups;
- Working with and engaging youth;
- Working with and engaging minority groups.

CROSS-CUTTING TOPICS

- Civic space and citizen engagement
- Mainstreaming open government principles across all SDGs;
- Mainstreaming gender equality and diversity;
- Public communication and media ecosystems;
- Whistle-blower protection.

ASSESSMENT TOOLS

- Monitoring and Evaluation of open government strategies and initiatives;
- Open Government impact indicators and methodologies.

And any other area of common interest to be jointly identified.

3. Forms of Co-operation

The Parties may co-operate by various means, which will include, but not be limited to:

GLOBAL

- Participation in each other's events, including the participation of representatives of the OECD in OGP's Global and Regional Summits, and of the OGP in the meetings of the OECD Working Party on Open Government, OECD bodies and initiatives related to anti-corruption, the OECD Forum and the OECD Anti-Corruption & Integrity Forum, among others.

COUNTRY-LEVEL

- Co-operation in the organisation of regional or national events, including in the design and implementation of dissemination and training workshops in both OECD or OGP member countries on any policy area related to open government;
- Support the design and implementation of OGP Action Plans and, more generally, of open government strategies and initiatives at national or subnational levels; including through coalitions that look to apply transparency, accountability and participation principles beyond the executive, e.g. the OECD Global Parliamentary Network, the Open Parliament e-Network, and OGP's emerging justice coalition.
- Using each other's knowledge products (e.g. OECD Open Government Reviews, OGP IRM reports) to inform country-level strategies;
- Facilitating connections to in-country partners and networks

RESEARCH AND LEARNING

- Joint research, data collection activities, and publications;
- Contribution to each other's knowledge sharing and peer learning activities;
- Contribution to and dissemination of the OECD-OGP Open Government Toolkit Navigator.

CROSS-CUTTING

- Exchange good practice and develop joint communications and engagement actions;
- Periodically exchange information about each other's institutional activities;
- Exchange of staff, subject to separate written agreement between the Parties.

6. Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Any work created within the framework of this MOU of which one Party is the author or holds the intellectual property rights will remain the sole property of that Party, with the other Party having a licence to use that work for the purposes of this MOU.

Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU of which both Parties are the authors will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will seek the written consent of the other before granting any license

to a third party. Without prejudice to the above, any translation or joint publication will be subject to a separate written agreement by the Parties.

Unless there are reasons for joint work not to be acknowledged, the Parties undertake to acknowledge each other's contribution on joint outputs, publications or at co-organised events, by displaying the OECD and OGP logos appropriately for that output (and in line with each Party's brand guidelines).

7. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

8. Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party's staff.

However, if a damage or injury arises out of or results from the actions carried out by one Party (the "First Party") or its staff, the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

9. Duration

This MOU will enter into effect upon signature by both Parties for a period of 5 years. It may be renewed for further periods of no more than 5 years.

10. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

11. Divergence of Views

The Parties agree to engage in amicable negotiations to settle any dispute relating to the interpretation or application of this MOU.

If the Parties are unable to reach an amicable settlement in accordance with the above paragraph, any dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or invalidity thereof,

shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

12. Status of the OECD

Nothing in this MOU shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

13. Key Points of Contact

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For OGP:

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For the OECD:

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Done in Ottawa, Canada, in two original copies.

Open Government Partnership Secretariat	Organisation for Economic Co-operation and Development
Mr Sanjay Pradhan CEO	Mr Marcos Bonturi Director of Public Governance
Date <i>May 30, 2019</i>	Date <i>MAY 30, 2019</i>
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>