



## **Memorandum of Understanding For Co-operative Activities Between the Open Government Partnership and the International Republican Institute**

### **1. Purpose of the Memorandum of Understanding (MOU)**

This MOU between the International Republican Institute (“IRI”) and the Open Government Partnership Support Unit (“OGP SU”) (individually a “Party” and together with the “Parties”) sets out the conditions for cooperation to promote the implementation of open government reforms, including jointly but not exclusively by disseminating open government principles and values, supporting countries to design, implement, and evaluate open government strategies and initiatives and to move towards an open state. This cooperation seeks to strengthen transparency, accountability, and integrity of all levels of government and promote stakeholders’ participation in policymaking, service design, and delivery to reinforce democracy and achieve greater inclusive growth around the world.

### **2. Areas of Cooperation**

The collaboration of the Parties will focus on several substantive areas, which may include, but are not limited to:

#### ***Policy Areas***

- Anti-corruption and anti-Kleptocracy
- Civic Space & Citizen Engagement
- Gender & Marginalized Communities
- Digital Governance
- Open Parliament

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

### **3. Forms of Cooperation**

The parties may cooperate by various means, which will include, but not be limited to:

#### ***Global***

- Participation in each other’s events, including the participation of representatives of IRI in OGP’s Global and Regional Summits and the OGP in the meetings organized by IRI global and regional and country-level.

- Jointly organize or coordinate joint participation in global, regional, and country-level events of shared interests organized by third parties.

### ***National and local***

- Collaborate in OGP countries where IRI also has a presence and is programming aligned with open government principles.
- Facilitate the connection and collaboration between national and local OGP processes during co-creation and implementation of commitments and reforms aligned with IRI priorities.
- Support the design and implementation of OGP action plans supporting open government reforms and initiatives at the national and local levels that align with IRI programming.
- Utilize each other's knowledge and learning products such as IRI public opinion research, in-depth reports, and the OGP IRM.

### ***Research and Learning***

- Contribution to each other's knowledge sharing and peer learning activities.
- Contribute to each other's research work and inform in-country activities.

### ***Cross-Cutting***

- Exchange good practices and develop joint communications and engagement actions.
- Periodically exchange information about each other's institutional activities.

## **6. Intellectual Property**

The parties recognize 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. The other Party has a license to use that work for 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 or reproduce this work separately, subject to any 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 and acknowledge each other's contributions on joint outputs, publications or at co-organized events by displaying the IRI and OGP logo 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**

The Parties acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

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

Each Party will be responsible for its activities and its staff members, including their acts and omissions. A Party will not be liable for any damage or injury suffered or caused by other Party or staff.

However, suppose damage or injury arises out of or results from the actions carried out by one Party (the "First Party") or its staff. In that case, 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 four years. It may be renewed for further periods of no more than four years.

## **10. Termination**

Either Party may terminate the MOU 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.

The Parties agree to engage in amicable negotiations to settle any dispute relating to the interpretation or application of this MOU. If a dispute cannot be resolved between the Parties, both Parties agree to engage an independent arbitration body.



## 11. Key Points of Contact:

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

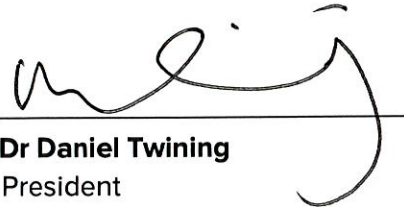
For OGP: Joe Powell ([joe.powell@opengovpartnership.org](mailto:joe.powell@opengovpartnership.org))  
Theo Chiviru ([theo.chiviru@opengovpartnership.org](mailto:theo.chiviru@opengovpartnership.org))  
For IRI: Rima Kawas ([rkawas@iri.org](mailto:rkawas@iri.org))  
Eguiar Lizundia ([elizundia@iri.org](mailto:elizundia@iri.org))

In witness whereof, the duly authorized representatives of the Parties have signed this Memorandum of Understanding on October 14, 2021.



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**Dr Sanjay Pradhan**  
Chief Executive Officer  
Open Government Partnership



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**Dr Daniel Twining**  
President  
International Republican Institute