Memorandum of Understanding

between

The United Nations Educational, Scientific and Cultural Organization
7, place de Fontenoy
75352 Paris 07 SP
France
Represented by
Mr Xing Qu
Interim Assistant Director-General for Communication and Information
hereinafter referred to as “UNESCO”

and

The International Conference of Information Commissioners (“ICIC”)
Represented by
The Chair of the ICIC Governance Working Group, currently Ms Elizabeth Denham,
OBE, the UK Information Commissioner,
Wycliffe House
Water Lane
Wilmslow SK9 5AF
hereinafter referred to as the “PARTNER”
UNESCO and the PARTNER together hereinafter referred to individually as “a Party” and
together “the Parties”
**Considering** that THE PARTNER has been set up as a permanent network without legal personality to connect volunteer member Information Commissioners and similar bodies to share information and improve their capacity in order to protect and promote access to public information as a fundamental pillar to social, economic and democratic governance;

**Considering** that THE PARTNER has adopted a founding Charter which establishes the governance framework of ICIC and sets out its guiding principles, vision and mission, values, and its goals;

**Recognising** that for the purposes of this Memorandum of Understanding (hereafter “MOU”), THE PARTNER is represented by the current Chair of the ICIC, which is liable to change from time to time, in accordance with the PARTNER’s Charter;

**Whereas** THE PARTNER’s Charter recognises the importance of guaranteeing access to public information and the protection of fundamental freedoms, such as freedom of expression, in accordance with national legislation, policies, and international instruments, as fundamental pillars to social, economic and democratic governance;

**Whereas** The Parties acknowledge the importance of the national, sub-regional, regional and international instruments relating to freedom of information and expression, particularly Paragraph 19 of the Universal Declaration of Human Rights which guarantees the fundamental right to seek, receive and impart information and ideas through any media and regardless of frontiers;

**Whereas** The Parties both recognise the importance of the International Day for Universal Access to Information and agree to cooperate promoting the Day as set out in United Nations General Assembly Resolution (A/RES/74/5) proclaiming 28 September as the International Day for Universal Access to Information;

**Whereas** UNESCO aims to incorporate institutions of civil society as partners for the achievement of its strategic goals and programme priorities, such as the building of inclusive knowledge societies enabling universal access to, and preservation of, information and knowledge;

**Whereas** UNESCO recognizes the crucial role of Information Commissioners and similar bodies for the promotion and dissemination of international standards relating to the protection of human rights, freedom of expression, transparency and access to information;

**Whereas** THE PARTNER supports the objectives of UNESCO and intends to support its programme priorities, as set out in Paragraph 1.1;

**Whereas** The Parties recognize that freedom of expression and access to information are increasingly impacted by new technologies and emerging challenges, including in terms of human rights;

**Whereas** The Parties have decided to cooperate in areas as set out in Paragraph 1.1.

*Now therefore, the Parties hereby have reached the following understanding:*

**Paragraph 1 – Purpose**
1.1 By the present MOU the Parties set out the conditions and modalities according to which UNESCO and THE PARTNER have decided, through joint and concerted cooperation, to carry out common initiatives to achieve their shared objectives to promote cooperative relations in the following fields:

- Freedom of expression and universal access to information, both online and offline;
- Access to Information ("ATI") legal frameworks based on internationally recognised standards;
- Sharing and dissemination of best practices and information, as well as capacity development in the field of implementation of Access to Information ("ATI") laws; and
- Awareness raising on issues that impact the right of access to public information and other connected rights in the digital age.

1.2 Nothing in this MOU should be interpreted as imposing a requirement on either Party to cooperate with the other Party in circumstances where doing so would breach one of the Parties' legal responsibilities.

1.3 This MOU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. The MOU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Arrangement.

**Paragraph 2 – Scope of MOU**

2.1 The present MOU provides a strategic framework within which the Parties have decided to cooperate on the following goals:

For THE PARTNER:

a. Promoting the goals of ICIC in general and, in particular,
   b. Promoting the establishment and implementation of ATI regimes worldwide,
   c. Supporting the development, capacity and capability of member organisations of ICIC,
   d. Facilitating the promotion of universal access to public information programmes, which may include awareness raising and peer-learning programmes,
   e. Supporting research on systemic issues integral to ATI.

For UNESCO:

a. Monitoring UN Sustainable Development Goal 16.10.2 on the adoption and implementation of constitutional, statutory and/or policy guarantees for public access to information as the UN designated agency tasked to monitor progress in this area,
   b. Raising awareness on access to information, including through the International Day for Universal Access to Information,
   c. Identifying and disseminating best practices in the field of access to information.

2.2 The MOU defines: the institutional aspects of the partnership; a structure for future cooperation; and general arrangements to facilitate the cooperation.

2.3 The provisions of this MOU will also apply to any subsequent project arrangements made under paragraph 4, unless expressly stated otherwise.

**Paragraph 3 – Area(s) of Joint Cooperation**

3.1 The Parties have identified the following area(s) in which their cooperation and relationship can provide significant benefits:

a. promotion of ATI laws and the strengthening of their implementation;
   b. transfer of experiences, studies and best practices including about standards on human rights and access to information;
   c. exchange of talent and experience;
d. joint research and development of projects, such as a Massive Open Online Courses, in the field of ATI, including in relation to new technologies and emerging challenges;

e. institutional development and capacity building;

f. promotion of the International Day for Universal Access to Information (IDUAI).

**Paragraph 4 – Joint Projects**

4.1 Under this MOU, The Parties may enter into arrangements for each specific project (a “Project arrangement”)

4.2 The Project Arrangement will establish the modalities of carrying out the joint project in question, including monitoring and reporting.

4.1 Each Project Arrangement will determine, in particular:

(i) the goals and the nature of the project;

(ii) the activities involved in the project;

(iii) the specific roles of the Parties:

(iv) the specific modalities and processes for the carrying out of the project;

(v) the budget for the project, indicating each Party’s contribution, if applicable;

(vi) the payment schedule for contributions, if applicable; and,

(vii) the eventual attribution of, and use by, the Parties of the intellectual property results and any rights generated by the project. The Parties note that a separate binding contract may be required to re-assign such intellectual property rights.

**Paragraph 5 – Roles of UNESCO**

5.1 UNESCO has decided to carry out the provisions of the present MOU in line with the provisions of Paragraphs 2, 3 and 4 and in accordance with UNESCO’s Financial Regulations and Rules.

5.2 UNESCO has decided to carry out each project in accordance with the corresponding Project Arrangement and, whenever applicable, the related budget.

5.3 UNESCO will inform THE PARTNER of events or projects to which the PARTNER could be potentially associated towards advancing the respective goals of the Parties in this Arrangement.

**Paragraph 6 – Role of THE PARTNER**

6.1 THE PARTNER has decided to carry out the provisions of the present MOU in line with the provisions of Paragraphs 2, 3 and 4.

6.2 The role of the THE PARTNER, for each project, will be defined within a Project Arrangement.

**Paragraph 7 – Communication and Media Activities**

7.1 Communication, promotion, awareness-raising and outreach will be key components of the MOU and of each joint Project Arrangement. The Parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the MOU and related joint Projects. These activities will be based on a communication plan covering the duration of this MOU and jointly decided by the Parties. In implementing the communication plan, the Parties will afford each other reasonable time to fulfil specified tasks.

7.2 In particular, the Parties will intend to:

- develop consistent co-branding standards that allow an acceleration of the handling of requests for the use of the other Party’s name and/or logo; and,
- define consistent cross-referencing and linking standards for posting regular updates on the joint projects on the Parties’ respective Internet websites and portals.

7.3 The Parties will develop various supporting communication measures to foster publicity for, and broad public awareness of, any joint Project under this MOU.

7.4 THE PARTNER will make available to UNESCO pertinent publicity material for distribution through UNESCO channels.

7.5 The Parties will provide each other with qualitative and quantitative information pertaining to the assessment of the impact of activities they carry out in connection with any project under the present MOU.

**Paragraph 8 – Notification**

8.1 The addresses for service of notices under the MOU will be:

**For UNESCO:**

Name: Mr Marius Lukosiunas  
Title: Senior Programme Specialist  
Email: m.lukosiunas@unesco.org

**For THE PARTNER:**

Name: Mr Alain Kapper  
Title: Senior Policy Officer/ICIC Secretariat  
Email: alain.kapper@icic.org.uk

8.2 Each Party will inform the other Party, as soon as reasonably practicable, of any modification to the data specified under paragraph 8.1

8.3 For the purpose of this MOU, the PARTNER is represented by the Chair of the PARTNER. Parties recognise that, in accordance with the PARTNER’s Charter, the PARTNER Representative may change at any given time. The PARTNER will inform UNESCO of any change in the identity of the Representative.

**Paragraph 9 – Duration**

9.1 The present MOU comes into effect upon signature by the Parties, and will continue in effect until XXXX (3 years after signing of the MOU), or earlier termination in accordance with paragraph 10.5.

9.2 The Parties will review this MOU once every two years, and how the co-operation envisaged by this MOU between the Parties is operating, and may decide to vary or end the MOU.

**Paragraph 10 – General Provisions**

10.1 **Use of the Name, Emblem or Official Seals**  
Unless authorized in writing by the UNESCO, neither the ICIC nor any of its members either acting in their own capacity or on behalf of the ICIC, will use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

UNESCO will not use the name, acronym or official logo of any ICIC members for
advertising or any other purposes, unless expressly authorised by that or those member(s).

10.2 **Status of relationship**
Nothing in this MOU will be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither THE PARTNER, nor its members, nor anyone whom it or they may employ will be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, will not be entitled to any privileges, immunities, compensation or reimbursements, nor will be authorized to commit UNESCO to any expenditure or other obligations. Nothing in this MOU creates or is intended to create any legally enforceable rights or binding obligations on either Party.

10.3 **Conformity with law**
THE PARTNER will respect the laws of the countries in which its members are operating, as well as the privileges and immunities of UNESCO.

UNESCO will respect the applicable laws of the countries in which it operates and applicable international law.

10.4 **Settlement of Disputes**
All disputes arising out of or in connection with this MOU shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, either of the Parties may commence arbitral proceedings. Any such dispute shall be arbitrated according to the rules defined by the United Nations Commission on International Trade Law (UNCITRAL).

10.5 **Termination**
Either Party may terminate the MOU upon three (3) months’ written notice to the other Party.

10.6 **Amendment**
This MOU, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

10.7 **Non-Exclusivity**
It is understood that this MOU does not confer upon either Party any exclusivity regarding activities such as those covered by this MOU, and the PARTNER accepts that UNESCO is currently collaborating on similar activities worldwide with other partners.

10.8 **Privileges and Immunities**
Nothing in the present MOU shall be deemed a waiver by UNESCO of any privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, or under domestic law.

**Paragraph 11. Confidentiality and data breach reporting**

11.1 The Parties of this MOU will recognise the importance of Freedom of Information and the Parties' obligations under applicable ATI laws. Subject to paragraph 11.2, the Parties will treat any information they receive under this MOU as non-confidential. This treatment will include, but is not be limited, to Parties applying any relevant ATI laws to any material shared between the Parties.
11.2 Where confidential material is shared between the Parties, the Party sharing the confidential material will:

a. mark the material as confidential, with the appropriate security classification where relevant; and
b. set out the reasons for the confidential status of the material, bearing in mind the Parties obligations under applicable ATI laws.

11.3 Where one Party has received information from the other, it will consult with the other Party before passing the information to a third party or using the information for other purposes than those strictly specified in this MOU or any project arrangements.

11.4 Where confidential material obtained from, or shared by, the originating Party is wrongfully disclosed by the Party holding the information, this party will bring this to the attention of the originating Party without delay. This is in addition to obligations to report a personal data breach under data protection legal frameworks where personal data is contained in the information disclosed.

11.5 The Parties must not disclose any personal data of individuals who are not directly involved in joint projects, nor any personal data pertaining to individuals whose information has been processed by ICIC members as part of their regulatory functions.

11.6 If the Parties wish to share personal data, each Party shall ensure compliance with any data protection rules and regulations which apply to its sharing of personal data. Such rules and regulations may require the Parties to enter into a written agreement or arrangement regarding the sharing of such personal data.

Signed in two original documents in English.

For the United Nations Educational, Scientific and Cultural Organization

Xing Qu
Interim Assistant Director-General for Communication and Information, UNESCO

For THE PARTNER

Elizabeth Denham,
UK Information Commissioner and Chair of the ICIC Governance Working Group

Date ........................................

Date ........................................