

MEMORANDUM OF UNDERSTANDING

For

Co-operative Activities

Between

The Open Government Partnership Secretariat

And

The Organisation for Economic Co-operation and Development (OECD)

Preamble

The Organisation for Economic Co-operation and Development (the “OECD”) is an international organisation that works to build better policies for better lives. Its goal is to shape policies that foster prosperity, equality, opportunity and well-being for all.

The Open Government Partnership (OGP) is an international initiative that includes more than 75 countries and 150 local governments and thousands of civil society organisations. It was formed in 2011 by government and civil society leaders seeking new ways of working together to promote transparent, participatory, inclusive and accountable governance. Its Secretariat is a non-profit organisation based in the United States.

In the Declaration on Building Trust and Reinforcing Democracy, adopted at the meeting of the OECD Public Governance Committee at Ministerial level on 18 November 2022, Adherents recognised that strong citizen and stakeholder participation, public integrity, inclusive representation, openness, quality evidence and accountability are essential backbones of democratic governance and necessary to support trust in public institution. Open government reforms have proven an effective means of mobilising international advocacy and political capital to key democracy priorities, and a means of accelerating action in addressing them, including commitments and actions on topics ranging from climate transparency and access to justice to debt transparency and accountability.

The OECD and the Open Government Partnership Secretariat (individually a “Party” and together the “Parties”) signed a memorandum for cooperation on 30 May 2019 for 5 years. They are willing to continue their collaboration and have agreed to the present Memorandum of Understanding (“MOU”).

1. Purpose

This MOU sets out the conditions for co-operation towards the achievement of the following common objectives:

- Supporting the implementation of open government reforms worldwide including but not exclusively by disseminating its principles, supporting countries to design, implement, and evaluate open government strategies and initiatives and moving towards an open state;
- Strengthening transparency, accountability, and integrity of all levels of government, as well as promoting citizens and stakeholders’ participation in policymaking and service design and delivery to reinforce democracy and achieve greater inclusive growth around the world;
- Supporting sustained progress in promoting open government, which is essential for achieving broader policy goals, such as tackling national and transnational corruption, protecting and expanding civic space, and harnessing digital technologies for positive outcomes;
- Strengthening democracies, enhancing resilience against democratic backsliding and authoritarianism, and improving societal outcomes in collaboration with citizens.

The Parties recognise the valuable role that each plays as partners in these common objectives and the benefits of deeper co-operation and alignment of their respective work to better leverage their complementary strengths.

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 will include, but not be limited to:

CONSOLIDATING THE FOUNDATIONS OF OPEN GOVERNMENT

- Fostering transparency, access to information, and data protection;
- Promoting citizen and stakeholder participation in policy-making and service delivery;
- Fostering integrity and accountability of the public sector;
- Protecting and promoting civic space, including in the digital space;
- Monitoring and evaluation of open government strategies and initiatives;
- Fostering the move towards an open state in the judiciary, parliament, and at subnational level.

PUSHING THE FRONTIERS OF OPEN GOVERNMENT

- Exploiting the benefits and addressing the risks of emerging technologies, such as artificial intelligence;
- Institutionalising citizen participation and promoting innovative participatory tools and methods leveraging digital solutions, such as civic tech;
- Fostering inclusiveness and diversity (e.g., gender equality, youth empowerment, intergenerational justice, and minority rights);
- Advancing open government in strategic policy areas, such as climate change;
- Promoting information integrity, including through protected media freedoms.

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 to promote respective and joint areas of work and amplify shared messages, including participation of senior representatives of the OECD in OGP's Global Summit and (where relevant) Regional Meetings, and participation of the OGP in the activities of the OECD Working Party on Open Government, the OECD Global Anti-Corruption & Integrity Forum, and the Global Forum on Building Trust and Reinforcing Democracy, among others.

COUNTRY-LEVEL

Coordination of in-country work to exploit synergies, avoid duplication, share information, and promote mutually reinforcing outcomes, including through:

- Regular coordination and information sharing with in-country partners and networks;
- Strategic coordination for specific regions (e.g. through the OECD Latin America and Caribbean Regional Programme, MENA-OECD Initiative on Governance and Competitiveness, the OECD South East Europe Regional Programme, the OECD Eurasia Competitiveness Programme and the OECD-Africa Partnership) and countries (such as OECD accession countries and countries with an OECD Country Programme);
- Deep dive engagement in key countries to support reforms;

- Co-organisation of national or regional events (e.g. workshops) in OECD or OGP member countries;
- Support design and implementation of OGP Action Plans and open government strategies at national or subnational levels;
- Sharing and dissemination of each other's knowledge products (e.g. OECD Reviews and OGP Reports).

COMMUNICATION, RESEARCH AND LEARNING

- Coordination and exchange of data collection and publications, including case studies of successful implementation;
- Contribution to each other's knowledge sharing and peer learning activities;
- Exploration of synergies in capturing and disseminating inspirational content and activities.

CROSS-CUTTING

- Exploration of joint knowledge sharing events and technical assistance projects with member and partner countries, including through a coordinated approach to engaging with potential funders;
- Use of each other's communications output to support the above activities;
- Nomination of a focal point within each organisation to facilitate coordination;
- Periodical review of the operation of this MOU through regular meetings of focal points and senior leadership.

The Parties may agree on a list of activities in order to further the implementation of the above-mentioned forms of co-operation.

4. Funding

Each Party will bear its own costs related to the collaborative activities carried out under the MOU.

5. 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.

Any work created by the Parties' collaborative activities under the MOU and of which both Parties are the authors will be jointly owned by the Parties. Each of the Parties may copy, translate, publish and distribute this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work. Any joint translation or joint publication will be subject to a separate written agreement by the Parties.

6. 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.

7. Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions.

In particular, a Party (the "First Party") or its staff will not be responsible for any damage or injury caused by the other Party (the "Responsible Party") or its staff, and the Responsible Party will hold the First Party and its staff harmless from any claims, losses and/or compensation arising out of the actions or omissions of the Responsible Party or its staff.

8. Name, marks, logos

Neither Party may use the name, marks or logos of the other Party without the prior written consent of the other Party. Except as set forth in Clause 5 (Intellectual Property), neither Party may use the name of the other Party in a way that implies endorsement or authorship without the prior written consent of the other Party.

9. Duration

This MOU will enter into effect upon signature by both Parties for a period of five (5) years. It will be automatically renewed thereafter for further periods of five (5) years.

10. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party. However, if a damage or injury arises out of or results from the actions carried out by one Party, the other Party may terminate the MOU by providing one month's prior written notice.

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

Any divergence of views between the Parties arising out of or relating to this MOU, including interpretation or application of any provision therein, will be settled amicably by the Parties.

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.

12. Status of the OECD

Nothing in this MOU shall be construed as a waiver of the OECD's privileges and immunities 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:

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Done in two original copies, on 21 October 2024.

Open Government Partnership Secretariat	The Organisation for Economic Co-operation and Development
Mr Sanjay Pradhan Chief Executive Officer	Ms Mary Beth Goodman Deputy Secretary-General
Signature 	Signature 