



Memorandum of Understanding

The Europäisches Ombudsmann-Institut, based in Salurner Straße, 4 - 6020 Innsbruck (A), represented by its President Burgi Volgger and its General Secretary Josef Siegele (from hereinafter **EOI**), and the Interdepartmental Centre on human rights and the rights of peoples of the University of Padua / Italian Ombudsman Institute, via Martiri della Libertà, 2 (from hereinafter **Centre**), represented by its Director Marco Mascia,

Reaffirming their shared commitment to the principles and values enshrined in the Conventions, Declaration and Resolutions on the protection and promotion of human rights adopted by the United Nations, the Council of Europe and Other Regional Organizations and incorporated in the EU Treaties,

Aware of the importance, for the development of effective human rights related public policies, of the principles of the rule of law, institutional transparency, and of the active participation of citizens,

Aiming at strengthening the role of the Ombudsman institutions at national, sub-national and international levels, as well as of the other national human rights institutions as nonjudicial actors for the protection and promotion of human rights,

Have agreed as follow:

1 Object

The present MoU is intended to establish forms of cooperation between the EOI and the Centre with the aim of developing programmes and projects that will contribute in the widest way to the protection and promotion of human rights, the culture of peace and the



theory and practice of Ombudsmanship. In particular, research and training will be encouraged on some fields such as United Nation, Council of Europe, and other regional International Organizations' recommendations and guidelines on national institutions for human rights, EOI members' best practices, Italian legislation and practice concerning the Ombudsman.

2 Activities

The parties, on either's initiative or as a joint endeavour, may carry out activities that include, among others:

- a) to set up academic initiatives, research projects, training programmes, cultural events, in accordance with the above mentioned objectives;
- b) to organise specialised courses, seminars and conferences, as well as to support book publications and public communication campaigns ;
- c) to set up a network among universities and other academic centres, with the involvement of those universities whose scholars are members of the EOI. The networking will also associate institutional actors that include (but are not limited to) the Coordination of Italian Regional Ombudspersons, the Instituto Latinoamericano del Ombudsman/Defensor del Pueblo, the International Ombudsman Institute, the Association of Ombudsman and Mediators of the Mediterranean Area. Networking may also extend to include the United Nations structures dealing with human rights (namely the UN High Commissioner for Human Rights and the Human Rights Council), to the Council of Europe (namely the Commissioner for Human Rights), the European Union (the European Ombudsman and his networks of Nationals and Regional Ombudsman), the OSCE – ODHIR. Networking should enhance the EOI and the single Ombudsman's ability to deal with concrete



problems they are confronted with in their everyday work, as well as to address more general problems and challenges

d) to counsel and assist Ombudsman offices as well as governmental, inter-governmental and nongovernmental institutions, including human rights defenders as described in the relevant UN resolutions to set up structures and networks, also in the framework of international and regional cooperation programmes;

e) to organize exchange programmes involving personnel of the respective institutions, including students, junior researchers, scholars, and officers of EOI associated bodies;

f) to establish ad hoc programmes targeted to Italian universities and regional/local Ombudspersons.

The Parties will elaborate a joint annual programme of activities within the framework of the present MoU. The EOI and the Centre will approve the programme according to their respective rules of procedure, subject to approval by the respective budget control authorities. Each activity having financial and/or administrative implications will be the object of an ad hoc agreement as required by the nature and scope of the initiative.

3 Organization

a) Financial implications of the present MoU and related agreements will be regulated according to Austrian and Italian legislations as required respectively for the EOI and the Centre.

b) The parties agree to cooperate to raise funding and other resources with the aim of sustaining joint projects according to the present MoU, namely by participating to EU calls for proposals, Council of Europe programmes, and so forth.

c) The Parties agree that funding obtained from external sources will be used to cover eligible expenses; all other activities, when approved



according to point 2, last paragraph, of the present MoU as part of the ordinary activities of both institutions, will be covered by the respective budget.

4. Duration

The present MoU will last one year since the date of its signature and it will be automatically renewed each year unless a Party notify the other of its will not to renovate the agreement at least 30 days before the elapsing of the term.

Padua, 11 June 2012

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President Europäisches Ombudsmann-
Institut

Dr. Joseph Siegele
General Secretary Europäisches
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