

Memorandum of Understanding

between



The United Nations Educational, Scientific and Cultural Organization

7, place de Fontenoy
75352 Paris 07 SP
France

hereinafter referred to as "UNESCO"

and



IAP
International Association of Prosecutors

The International Association of Prosecutors

Office of the Secretary-General,

Hartogstraat 13
2514 EP The Hague
The Netherlands

hereinafter referred to as "IAP"

UNESCO and the International Association of Prosecutors (IAP), together hereinafter referred to as "the Parties"

- Whereas** UNESCO and the IAP acknowledge the importance of the national, sub-regional, regional and international instruments related to freedom of expression and the importance of establishing mechanisms that further the safety and security of journalists to be free from assault and other forms of physical harm and danger, and intimidation and threats for performing their professional responsibilities, particularly of sentiments captured in Article 19 of the Universal Declaration of Human Rights
- Whereas** UNESCO and the IAP aim to incorporate a range of institutions as partners for the achievement of their strategic goals and programme priorities;
- Whereas** The IAP supports the objectives of UNESCO, as stipulated in its Constitution, and intends to support its programme priorities;
- Whereas** UNESCO supports the vision and objectives of the IAP to promote the effective, fair, impartial and efficient prosecution of criminal offences and to promote high standards and principles in the administration of criminal justice in support of the rule of law;
- Whereas** UNESCO gives priority to the dialogue on jurisprudence and the support of specialized training activities for the promotion of international standards addressed to the protection of human rights, freedom of expression, transparency and access to information;
- Whereas** The IAP recognises the fundamental importance of ensuring public insight into the administration of public criminal justice in compliance with freedom of expression, protection of personal data, confidentiality of investigations, the principle of presumption of innocence, ethical norms with respect to other participants in the proceedings either at national or international levels;
- Whereas** UNESCO and the IAP recognize that the role of Prosecutors in meeting the needs of societies is a fundamental human right, as well as one of the most important factors in legitimizing justice systems and their agents.
- Whereas** UNESCO and the IAP emphasize the importance of officials of Public Ministries training and of the inter-communication in areas related to human rights in general, and in particular to freedom of expression, and transparency for a more sustainable future and its important role in the implementation of the 2030 Agenda for sustainable development, specifically the objective of sustainable development goal 16: Peace, justice and strong institutions;
- Whereas** UNESCO has the experience, knowledge and other important competences to carry out the aforementioned objectives;
- Whereas** The IAP Executive Committee received positively the proposal of UNESCO to sign a Memorandum of Understanding with the IAP;
- Whereas** Both the IAP and UNESCO have agreed to actively cooperate in areas related to the safety of journalists to be protected from physical harm and danger, thereby permitting the freedom of expression and other related matters.

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

By the present Memorandum of Understanding the Parties determine the conditions and modalities according to which UNESCO and the IAP agree, through joint and concerted cooperation, to carry out common initiatives to achieve their shared objectives to promote cooperative relations in the fields:

- of freedom of expression as journalists perform their professional duties and, promote journalists' safety from being victims of criminal assault and attacks with impunity;
- reinforcing the rule of law and the promotion and protection of human rights.

Article 2 – Scope of Agreement

2.1 The present Memorandum of Understanding provides a strategic framework within which the Parties agree to cooperate in the following areas:

- a. the strengthening of Prosecutors training in areas related to protecting basic human rights, freedom of expression, safety of journalists and ending impunity where journalists are victims of crime for carrying out their professional duties;
- b. training of Prosecutors, incorporating discussion on issues of jurisprudence related to improving investigations and the prosecution of cases involving physical harm against journalists, impeding their ability to protect human rights and preserve freedom of expression;
- c. creating marketing materials highlighting the partnership between UNESCO and the IAP on designated topics of mutual and agreed upon interest;
- d. participating and supporting events that the IAP sponsors to facilitate discussion in furtherance of protecting the rule of law and human rights;
- e. establishing guideline materials to strengthen policy decisions and criminal investigations and prosecutions where journalists are the victims of assault and other forms of physical harm and danger and intimidation and threats for performing their professional duties to reduce impunity with collaborative approaches involving the public health and safety of journalists;
- f. partnering to disseminate information to Prosecutors and their prosecutorial teams to strengthen internal policies and procedures and update their knowledge on model, international standards on freedom of expression, access to public information and safety of journalists;
- g. utilization of this Memorandum of Understanding to help facilitate the sharing of an exchange of ideas and best practices and provide mutual assistance on protecting and preventing journalists from becoming victims of crime in the execution of performing their professional duties.

This Memorandum of Understanding defines: the institutional aspects of cooperation; a structure for future cooperation actions; and general conditions that govern the cooperation agreement.

2.2 The Parties shall comply with the terms of agreement(s) that are required to give effect to a specific project or the undertakings set out in this Memorandum of Understanding.

Article 3 – Area(s) of Joint Cooperation

The Parties have identified the following area(s) where cooperation can generate significant benefits in the areas of protecting prosecutions against individuals who seek to or harm journalists during the course of their professional duties, thereby threatening human rights and freedom of expression:

- a. Support in the evaluation and modification of education and legal training contemplated in the curricula;
- b. Strengthening of the jurisprudential bank related to protecting the public health and safety of journalists to be free from physical harm and danger in furtherance of freedom of expression;
- c. Transfer of experiences, studies, best practices, standards and toolkits on human rights and freedom of expression;
- d. Exchange of talent and experience;
- e. Joint research and development projects;
- f. Development and capacity building;
- g. Foster the discussion on specific protocols related to the investigation and prosecution of crimes against journalists.

Article 4 – Joint Projects

- 4.1** For the purposes of cooperating in accordance with Articles 2 and 3, UNESCO and the IAP shall conclude an agreement for each specific project (hereinafter referred to as the "Project Agreement"), which will establish the modalities of implementation for the activity in question, including monitoring and reporting.
- 4.2** Each Project Agreement will determine, in particular:
 - (i) the goals and nature of the project;
 - (ii) the activities involved in the project;
 - (iii) the specific responsibilities and obligations of each of the Parties;
 - (iv) the specific modalities and conditions for the execution of the project;
 - (v) the budget for the project, indicating each Party's contribution, if applicable;
 - (vi) the payment schedule for the Partner's contributions, and;
 - (vii) eventual attribution of, and use by, the Parties of the intellectual property results and rights generated by the project.

Article 5 – Obligations of UNESCO

- 5.1** UNESCO agrees to execute the terms of the present Memorandum of Understanding as in line with the provisions of Article 2, 3 and 4 and in accordance with UNESCO's Financial Regulations and Rules.
- 5.2** UNESCO agrees to execute each project in accordance with the corresponding Project

Agreement and, whenever applicable, the related budget.

5.3 UNESCO will inform the IAP of events or projects to which the IAP could be potentially associated in order to enhance the objectives of the Parties in this Agreement.

5.4 The specific obligations of UNESCO for each project will be defined within a Project Agreement.

Article 6 – Obligations of the IAP

6.1 The IAP agrees to execute the terms of the present Memorandum of Understanding as in line with the provisions of Article 2, 3 and 4 of this Memorandum of Understanding.

6.2 The IAP will inform UNESCO of events or projects to which UNESCO could potentially be associated towards advancing the respective goals of the Parties in this Agreement.

6.3 If the IAP makes a financial contribution, it will be done and used in accordance with UNESCO's Financial Regulations and Rules.

6.4 The specific obligations of the IAP for each project, will be defined within a Project Agreement.

Article 7 – Communication and Media Activities

7.1 Communication, promotion, awareness-raising and participation will be key components of the Project/Programme. The Parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the Project/Programme. These activities shall be based on a Communication Plan covering the duration of this Memorandum of Understanding and jointly agreed upon by the Parties. In implementing the Communication Plan, the Parties will afford each other reasonable time to fulfill agreed upon tasks.

7.2 In particular, the Parties shall:

- develop clear co-branding procedures that permit the efficient 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 project on the Parties' respective Internet websites and portals.

7.3 The IAP will develop various supporting communication measures to foster publicity for, and broad public awareness on, the Project/Programme. The IAP will make available to UNESCO pertinent publicity material for distribution through UNESCO channels and vice versa of UNESCO to the IAP of the same.

7.4 The Parties shall provide each other with qualitative and quantitative information pertaining to the assessment of the impact of activities they carry out in connection with the present Memorandum of Understanding.

Article 8 – Points of Contact and Notification

8.1 The primary points of contact and addresses for service of notices under the present Memorandum of Understanding shall be:

For UNESCO:

Name: Mr. Guilherme Canela
Title: Chief, Freedom of Expression and Safety of
Journalists' Section
Tel: +33145680467
E-mail: g.godoi@unesco.org

For the IAP:

Name: Chris Toth
Title: IAP Executive Committee & IAP
Training Committee Chair
Tel: +1-202-326-6000
E-mail: ctoth@naaq.org

- 8.2** Each Party shall immediately inform the other Party of any modification of the data included in point 8.1.

Article 9 – Duration

The present Memorandum of Understanding enters into force upon signature by the Parties, and shall remain in force until **five (5) years after the signature date (reflected below following the undersigned signatures).**

Article 10 – General Conditions

10.1 Use of the Name, Emblem or Official Seal of UNESCO and the Partner

Unless authorized in writing by UNESCO, the IAP shall not use the name, acronym, official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

Unless authorized in writing by the IAP, UNESCO shall not use the name, acronym, official logo of the IAP or any abbreviation of the name of the IAP for advertising or any other purposes.

10.2 Status of the Parties

None of the provisions of the present Memorandum of Understanding may be taken as the creation of any kind of association (such as, for example, the characteristic liability of partnerships), joint venture, agency, exclusive agreement or other similar relationship between the Parties. Neither of the Parties nor anyone whom they may employ shall be considered as an agent of the other Party or a member of the staff of the other Party and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit the other Party to any expenditure or their obligations.

10.3 Conformity with Law

The IAP agrees to respect the laws of the country in which it is operating, as well as the privileges and immunities of UNESCO.

10.4 Settlement of Disputes

All disputes arising out of or in connection with the present Memorandum of Understanding shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated in accordance with the rules defined by the United Nations Commission on International Trade Law (UNCITRAL).

10.5 Termination

Should either Party fail to meet its obligations, the other Party may terminate the present Memorandum of Understanding upon three (3) months written notice to the other Party. Either Party may terminate the present Memorandum of Understanding, without cause, upon five (5) months written notice to the other Party.

10.6 Amendment

This Memorandum of Understanding, including this provision, may not be waived or modified, diced 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 the present Memorandum of Understanding does not confer upon the Parties any exclusivity regarding activities such as those covered by this Memorandum of Understanding.

10.8 Privileges and Immunities

Nothing in or relating to the present Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO. The IAP shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Memorandum of Understanding and which arise out of acts or omissions of the IAP. UNESCO shall bear responsibility for its acts and omissions in the framework of the present Memorandum of Understanding.

Done in two original documents in English.

For the United Nations Educational,
Scientific and Cultural Organization



Audrey Azoulay,
Director-General

For the International Association of
Prosecutors (IAP)



Cheol-Kyu Hwang, President of the IAP

Date: 21/12/ 2020

Date: 03 / 12 / 2020