



African Commission on Human & Peoples' Rights



UNITED NATIONS
HUMAN RIGHTS
OFFICE OF THE HIGH COMMISSIONER

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AFRICAN COMMISSION ON HUMAN AND PEOPLES' RIGHTS
(ACHPR)

AND

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR HUMAN
RIGHTS
(OHCHR)

The African Commission on Human and Peoples' Rights (hereinafter referred to as "ACHPR"), represented by Ms. Soyata Maiga, the Chairperson of the African Commission,

and

The Office of the United Nations High Commissioner for Human Rights (hereinafter referred to as "OHCHR"), represented by Ms Michelle Bachelet, the UN High Commissioner for Human Rights,

ACHPR and OHCHR are herein after referred to individually as "Party" and jointly as the "Parties",

Whereas ACHPR was established by virtue of article 30 of the African Charter on Human and Peoples' Rights of 27 June 1981 to promote human and peoples' rights, to ensure the protection of human and peoples' rights, to interpret the provisions of the Charter and, to perform any other tasks which may be entrusted to it by the Assembly of Heads of State and Government.

Whereas OHCHR has been established by the United Nations General Assembly on 20 December 1993, with a mandate to promote and protect the effective enjoyment by everyone of all civil, cultural, economic, political and social rights;

Recalling the universality, indivisibility and interdependence of all human rights, as provided in the preamble of the African Charter on Human and Peoples' Rights and as reaffirmed in the Vienna Declaration and Programme of Action of 23 June 1993; and

bearing in mind the importance of implementation by all States of their human rights obligations;

Recalling the Memorandum of Understanding signed, on 1 February 2010, between the African Union Commission and OHCHR to strengthen cooperation between the African Union Commission and OHCHR; and the MOU signed, on 9 February 2019 between the African Court on Human and Peoples' Rights and OHCHR.

Bearing in mind article 45(c) of the African Charter on Human and Peoples' Rights which entrusted the African Commission to "cooperate with other African and international institutions concerned with the promotion and protection of human and peoples' rights in Africa;

Recalling the Addis Ababa Roadmap adopted by the Special Procedures of the United Nations Human Rights Council and those of the ACHPR in 2012 to strengthen cooperation between the international and regional human rights systems, and the outcome of the consultations held in Luanda, Angola in 2014 as part of the review of the Roadmap;

Inspired by the recognition in the *United Nations/African Union Partnership on Africa's Integration and Development Agenda (PAIDA)* that "In order to increase the score on governance, the African Union has created, and is forging ahead, with the African Governance Architecture and Platform and the full implementation of the African Charter on Democracy and Elections, African Human Rights institutions such as the African Court on Human and Peoples' Rights and the African Commission on Human and Peoples' Rights needs to be well resourced";

Cognisant of the expertise of the OHCHR in the diverse fields of human rights, and the commitment expressed in several resolutions of the United Nations General Assembly and United Nations Human Rights Council and reports of the Secretary-General of the United Nations to strengthen the relationship with and support the African Union and its relevant organs and recognizing the need to identify practical measures to nurture, sustain and strengthen such cooperation;

Desirous of further improving the cordial and fruitful relationship they have had so far and strengthening their cooperation;

DO HEREBY AGREE THE FOLLOWING:

Article I – Purpose

1. The present Memorandum of Understanding (hereinafter "MOU") aims to provide a framework of cooperation, formalize and strengthen ongoing collaboration, between ACHPR and OHCHR, on a non-exclusive basis, in areas of common interest.

Article II – Areas of cooperation

2. In general, ACHPR and OHCHR agree to cooperate on the overall implementation of the ACHPR's mandate enshrined in article 45 of the African Charter, and in particular in the following areas:

- a. Exchanging views and good practices between the Parties on any defined areas of common interest (such as human rights norms and standards, international and regional human rights jurisprudence, practice of international and regional bodies);
- b. Promoting collaboration in thematic and geographic areas of common interest, as well as institutional human rights capacity building;
- c. Supporting joint actions between international human rights bodies and the ACHPR, including its special mechanisms, inter alia, country visits, public statements, press releases, awareness raising events and participation in each other's events, thematic research and contribution in the development of international and regional jurisprudence, standards and guidance, as well as follow-up on the recommendations emanating from these bodies;
- d. Considering the expertise of the ACHPR Commissioners in relation to the composition and functioning of commissions of inquiry and fact-finding missions set up by United Nations inter-governmental bodies, and similarly, the expertise of the United Nations human rights mechanisms/bodies on commissions of inquiry and fact-finding missions set up by the African Union;
- e. Jointly engaging on human rights related issues, as appropriate, with the African Union Peace and Security Council, and the United Nations Security Council, General Assembly and Human Rights Council on country-specific or thematic issues of mutual concern, and thereby contributing to early warning and prevention.

Article III – Consultation, Exchange of Information and Confidentiality

3.1. The Parties shall hold consultations, exchange information, and cooperate on publication and documents on issues of common interest with a view to encouraging the development of their activities.

3.2. Consultation and exchange of information under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements shall survive the termination of this MOU and of any agreements signed by the Parties within the scope of their cooperation.

3.3. The Parties shall, at such agreed intervals, convene meetings in particular to identify activities for cooperation, determine the modalities and necessary financial arrangements for cooperation on those activities, exchange views on key issues and emerging challenges and assess implementation of the MOU.

Article IV - Implementation of the MOU

4.1. All activities envisaged by this MOU are subject to the availability of funding. To this end in order to implement the specific activities envisaged by this MOU, the Parties shall conclude cost-sharing agreements in accordance with their respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by either of the parties shall be used in accordance with its regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed therefrom.

4.2. It is understood that all activities will be carried out on the basis of project documents agreed between ACHPR and OHCHR, and in accordance with the applicable ACHPR and OHCHR regulations, rules, policies and procedures. Each party shall take the necessary administrative measures required for the implementation of the MOU.

4.3. The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4. Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.5. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V - Use of Name and Emblem

5.1. Neither Party shall use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use of the name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any other manner that suggests an endorsement by either Party of the services of the other Party.

5.2. Both Parties acknowledge that they are familiar with the other Party's ideals and objectives and recognize that the other Party's name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the other Party.

5.3. Nothing in this MOU grants to either Party the right to create a hyperlink to the website of the other Party. Such link may be created only with the written authorization of the other Party.

Article VI - Privileges and Immunities

6. Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations or the African Union, including their subsidiary organs, bodies, officials or experts on missions pursuant to customary international law, relevant international or national agreements, and under domestic law, nor would constitute or be construed as their acceptance of the jurisdiction of the courts of any country over disputes arising therefrom.

Article VII - Term, Termination, Renewal, Amendment

7.1. The proposed cooperation under this MOU is non-exclusive. It shall remain in force once the MOU is signed, unless terminated earlier by either Party upon six months' notice in writing to the other Party.

7.2. In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents, concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, any cost-sharing or project cooperation agreements, and any project documents are brought to a prompt and orderly conclusion.

7.3. This MOU may be amended only by mutual written agreement of the Parties.

Article VIII - Notices and Addresses

8. Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by ordinary mail or any other method to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For OHCHR:

The High Commissioner for Human Rights
Office of the United Nations High Commissioner for Human Rights
Street Address: Palais Wilson (PW-2070), 52 rue de Paquis, CH-1201 Geneva,
Switzerland
Mailing Address: CH-1211 Geneva 10, Switzerland

For ACHPR:

The Chairperson
 African Commission on Human and Peoples' Rights
 31 Bijilo Annex Layout, Kombo North District
 PO Box 673, Banjul, The Gambia

Article IX - Settlement of Disputes

9. Any disputes between ACHPR and OHCHR arising out of or relating to this MOU shall be settled amicably by the Parties.

Article X - Miscellaneous

10.1. This MOU and any related co-financing agreements and project documents comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

10.2. Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

Article XI – Entry into Force

11. This MOU shall enter into effect on the date of its signature.

Signed on the 16th of September in the year Two Thousand and Nineteen, in English and French, both versions being authoritative.

For the African Commission on Human and Peoples' Rights

For the Office of the United Nations High Commissioner for Human Rights

Soyata Maïga

Michelle Bachelet

Chairperson African Commission
 On Human and Peoples' Rights

United Nations High Commissioner
 for Human Rights