



Ombudsman Cooperation and Support Arrangement

Between

Provedor for Human Rights and Justice of Timor-Leste

and

Chief Ombudsman of New Zealand

14 October 2022

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The Provedor for Human Rights and Justice (PDHJ) was established under the Constitution of the Democratic Republic of Timor-Leste (CDRTL) in March 2002 as Timor-Leste's key response to face the challenges that are being posed to the country while establishing a democratic and fair society. Based on article 27 of the CDRTL that establishes the Provedor for Human Rights and Justice as an independent entity, competent for assessing and seeking to address citizens' complaints against public authorities, as well as ensuring all actions are carried out in accordance with the law, to prevent and initiate the entire process to rebuild justice.

The Chief Ombudsman of New Zealand is an Officer of Parliament appointed by the Governor-General on the recommendation of Parliament. The Ombudsman's role and functions are established by the Ombudsmen Act 1975. The Ombudsman's overall purpose is to investigate, review, and inspect the administrative conduct of public sector agencies and provide advice and guidance to ensure people are treated fairly. The Ombudsman gives effect to a number of key democratic and human rights measures aimed at safeguarding the rights of individuals and promoting government accountability and transparency in New Zealand. The Ombudsman also provides advice and support for international ombudsman communities and forums.

The Provedor for Human Rights and Justice of Timor-Leste and the Chief Ombudsman of New Zealand (together, the **Participants**) and their respective offices intend to build a relationship based on mutual trust, respect, and learning. In recognition of this relationship, with a shared desire to continue constructive international relations, and to foster cooperation and improve international best practice in the fields of complaint-handling, good governance, protection of human rights, and ombudsmanship, the Participants have reached the following understandings:

Objectives

1. The objectives of this Arrangement are to:
 - a. Build stronger international relationships;
 - b. Enable ideas, learnings and challenges to be shared in order to improve the Participants' respective Ombudsman practices;
 - c. Provide opportunities for the Participants to access each other's knowledge and expertise and build local capabilities;
 - d. Build on international networks to better collaborate, raise the profiles of the Participants, and improve international best practice; and
 - e. Work together on regional issues that are of mutual interest and require a collaborative approach.
2. These objectives are not intended to alter the ability of each Participant to establish, administer and implement its own office policies, strategies, and programmes of work.

Shared understandings

3. The Participants recognise the diverse cultural backgrounds, ethnic identities and languages of each Participant and their respective offices, and will seek to engage with one another in a way that is mindful of and respects diverse perspectives and ways of working.
4. The Participants recognise that they work together in a context that evolves and requires flexibility and adaptations to ways of working.
5. The Participants intend to share and learn from one another to improve their respective Ombudsman practices.
6. The Participants intend to jointly foster international cooperation in addressing and preventing maladministration and promoting integrity issues to improve fairness to all, particularly in areas of mutual interest that fall within the Participants' mandates.
7. This Arrangement is not intended to create or modify any conditions, terms, or duties contrary to the legal and policy framework of each Participant. In the event of an inconsistency between this Arrangement and the legal and policy framework of each Participant, the latter will prevail.

Scope of cooperation and support

8. In consideration of the Participants' respective legal and administrative systems, as well as the availability of resources, the Participants, in consultation with one another, decide to cooperate in the following ways:
 - a. Exchange knowledge and information on Ombudsman-related policies, practices, systems, and procedures;
 - b. Develop and share capacity-building initiatives such as, but not limited to, staff training programmes;
 - c. Exchange knowledge and information on corporate functions at each Participant's office;
 - d. Exchange knowledge and information on Ombudsman leadership;
 - e. Exchange knowledge and information on each participant's cultures and ways of working;
 - f. Build on Asia-Pacific Ombudsman networks to better collaborate, raise the profile of the Participants, and improve international best practice;
 - g. Build on informal networks among relevant government agencies, diplomatic community, international and civil society organisations, and other stakeholders, as feasible, to support activities leading to the fulfilment of this Arrangement; and
 - h. Other areas of cooperation as may be jointly decided upon by the Participants.

Implementation

9. The implementation or observation of the areas of cooperation identified and described in this Arrangement will be guided by the following:
 - a. The Participants, or their authorised representatives, will, following this Arrangement taking effect, jointly create and finalise a three year work plan that:
 - i. identifies accepted areas of cooperation or support;
 - ii. describes a proposed implementation strategy of activities, projects or programmes;
 - iii. describes an approved evaluation framework for this Arrangement; and
 - iv. identifies any other matters arising from the cooperation and support in need of approval by the Ombudsmen.
 - b. The Participants, or their authorised representatives, will meet annually to:
 - i. review and evaluate this Arrangement against the evaluation framework identified in Paragraph 9 (a)(iii);
 - ii. propose additional activities, projects or programmes;
 - iii. deliberate on existing concerns and identify solutions to resolve the same; and
 - iv. discuss other matters concerning cooperation and support.
 - c. Each Participant will bear their respective costs in implementing this Arrangement. For certain activities, projects, or programmes to be carried out in support of this Arrangement, the Participants may decide on a specific financial arrangement prior to execution of those activities, projects or programmes. Such arrangements will be in accordance with the legal and policy framework of both Participants.
 - d. Information which is requested or shared between the Participants and their authorised representatives that is not classified for public release will be kept confidential by each Participant. If either of the Participants wishes to disclose information to any third party, the disclosing Participant should seek the prior written consent of the other Participant before disclosing to any third party any information that is exchanged, acquired, shared, or which is created in furtherance of this Arrangement. The arrangement of the Participants under this Paragraph 9(d) will survive the expiration or termination of this Arrangement.
 - e. Activities covered by this arrangement will be carried out in conformity with the respective laws and regulations of Democratic Republic of Timor-Leste and New Zealand.

Settlement of differences

10. Any difference arising out of the interpretation, application, or implementation of this Arrangement will be resolved through consultation and negotiation between the two Participants.

Modification and term of Arrangement

11. This Arrangement is made with best efforts and in the spirit of partnership.
12. This Arrangement will come into effect on the date of its signature by both Participants, will remain in effect for a period of three years, and may be extended by the Participants jointly deciding in writing.
13. This Arrangement may be amended at any time by the Participants jointly deciding in writing.
14. This Arrangement may be terminated following written notice by either Participant of its intention to terminate this Arrangement. Termination will take effect thirty days following receipt of written notice.

SIGNED as an Arrangement in duplicate on 14 October 2022

**Provedor for Human Rights and Justice
of Timor-Leste**



Jesuina Maria Ferreira Gomes
Provedora for Human Rights and Justice of Timor-Leste

**Chief Ombudsman
of New Zealand**



Peter Boshier
Chief Ombudsman of New Zealand