



**MEMORANDUM OF UNDERSTANDING  
FOR  
CO-OPERATIVE ACTIVITIES  
BETWEEN  
THE COUNCIL OF EUROPE  
AND  
THE ORGANISATION FOR ECONOMIC  
CO-OPERATION AND DEVELOPMENT**



## **Preamble**

The Organisation for Economic Co-operation and Development (OECD) and the Council of Europe, hereinafter referred to as “the Parties”,

Whereas:

*Noting* the shared values and objectives that guide their activities and underline their programmes of work, as in particular both Parties promote respect for human rights and the rule of law, advance sustainable development, combat corruption and money-laundering, support good governance and the sound functioning of the democratic institutions which serve as the basis for our societies.

*Considering* the longstanding collaboration between the OECD and the Council of Europe, which among other achievements gave way in 1988 to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters, as amended by the 2010 Protocol;

*Considering* the synergies that derive from the complementarity of their respective memberships and comparative strengths;

*Having regard* to the Arrangement between the Council of Europe and the OECD, approved by the Council of the OECD on 9 January 1962 and by the Committee of Ministers of the Council of Europe on 1 February 1962 [Resolution (62)4] (hereafter the “Arrangement”), which set out some general principles and modalities of cooperation between the two Parties

*Considering* the need to update the Arrangement;

*Having regard* to the longstanding relations between the OECD and the Parliamentary Assembly of the Council of Europe and, in particular, the Enlarged Debates of the Parliamentary Assembly on the activities of the OECD which, since 1993, are held at regular intervals and on the basis of special rules allowing delegations of national parliaments of OECD member States which are not members of the Council of Europe and of the European Parliament to participate, as well as new modalities of cooperation agreed in 2019;

*Having regard* to the fruitful cooperation engaged between the Council of Europe and the OECD, in particular in the most recent years.

*Convinced* that closer co-operation between the OECD and the Council of Europe will serve their shared objectives, draw on their comparative strengths and offer added value to their respective activities, and wishing to provide more practical guidance on the modalities for their cooperation;

Agree as follows:

### **1. Objectives and Areas of Cooperation**

- 1.1 The aim of the present Memorandum of Understanding (MOU) is to deepen the co-operation between the Parties towards the achievement of the following objectives:
- to promote the global dissemination of standards, such as legal instruments, policy tools and guidelines, developed by the Parties;
  - to support enhanced exchanges between the Parties on policy insights and analysis;

- to facilitate the sharing of good practices between the Parties;
  - to complement and make the best use of the respective strengths and capacities of each Party.
- 1.2 In view of the shared objectives, the Parties agree to strengthen their co-operation including but not limited to the following areas:
- Sustainable development
  - Environment
  - Good governance and multi-level governance
  - Subnational government finance and investment
  - Regional, rural and urban development
  - Anti-corruption
  - Anti money-laundering
  - Health and Social policy
  - Migration and refugees
  - Gender Equality
  - Justice
  - Artificial Intelligence
  - Cybercrime
  - Biotechnology
  - Tax
  - Education

## **2. Forms of Co-operation and Working method**

- 2.1 The Parties agree to co-operate by various means, including but not limited to:
- joint research;
  - joint publications;
  - joint events, seminars, workshops;
  - joint implementation of programmes and/or projects funded by an external partner;
  - exchange of information;
  - participation of experts in meetings;
  - partnerships of the Parties with other organisations;
  - staff exchanges on a short-term basis for enhanced knowledge exchanges, subject to separate written agreements.
- 2.2 The Parties will carry out joint activities in line with the priority areas for cooperation listed in the Article 1, by devising and implementing joint projects and activities.

- 2.3 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.
- 2.4 Each Party designates below its representative responsible for the implementation and monitoring of this MOU:

The Council of Europe	The Organisation for Economic Co-operation and Development
Mr Zoltan Taubner Director of External Relations	Mr Juan Yermo OECD Chief of Staff

- 2.5 The representative of each Party will formulate work plans for activities to be undertaken pursuant to it.
- 2.6 Any specific joint activities will be reflected in separate written agreements that may be entered into by the Parties under this MOU. Unless expressly agreed otherwise in the specific separate agreements, the general provisions of the present MOU will apply.

### **3. Intellectual Property**

- 3.1 The 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.
- 3.2 Any work created within the framework of this MOU of which one Party is the author or holds the intellectual property rights thereof 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.
- 3.3 Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU and of which both Parties are the authors will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any translation or joint publication will be subject to a separate written agreement by the Parties.

### **4. Organisation and Funding**

- 4.1 The present MOU shall not entail the commitment of any funds. Each Party will finance projects, subject to the availability of human and financial resources and in line with budget and programmes and internal regulation.
- 4.2 Each Party will manage and allocate its budget and financial resources independently. Each Party is separately and individually liable for expenses and reimbursement incurred in the implementation of the activities carried out, unless expressly agreed otherwise.

- 4.3 Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party's staff. If a damage or injury arises out of or results from the actions carried out by one Party or its staff, that Party will hold the other Party and its staff harmless from any resulting claim or damages.

## **5. Confidentiality and Disclosure of Information**

- 5.1 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.
- 5.2 The Parties undertake to keep confidential any information, documents or other material communicated to them as confidential or the disclosure of which may be prejudicial to the other Party until or unless the content becomes publicly available.
- 5.3 The OECD is informed and gives an authorisation of disclosure of all relevant terms of this MOU for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council of Europe with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors.

## **6. Amendment and Termination**

- 6.1 The present MOU may be amended at any time by mutual agreement. The amendment shall become effective once both Parties have consented to the modification in writing.
- 6.2 The present MOU may be terminated by the consent of both Parties or by either Party at any time by providing three (3) months' written notice before the intended termination date to the other Party. 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.

## **7. Privileges and Immunities**

- 7.1 Nothing in this MOU shall be construed as a waiver of the privileges and immunities of the OECD and the Council of Europe.

## **8. Settlement of Disputes**

- 8.1 In case of any dispute or difference between the Parties arising from the validity, interpretation or implementation of the terms of the present MOU the Parties shall settle it amicably by mutual agreement.

## **9. Entry into operation and duration**

- 9.1 The present MOU will enter into operation on the day of its signature by both Parties and will be applicable for a period of ten (10) years or until its valid termination. It may be renewed for further periods upon written agreement of both Parties.

## **10. Signature**

- 10.1 Signed in Strasbourg and Paris, on 14 December 2020, in two copies.

**For the Organisation for Economic  
Co-operation and Development**

**For the Council of Europe**

Angel Gurría  
OECD Secretary-General

Marija Pejčinović Burić  
Secretary General  
of the Council of Europe

