



**MEMORANDUM OF UNDERSTANDING**

**between**

**THE UNITED NATIONS, REPRESENTED BY THE UNITED NATIONS OFFICE  
OF COUNTER-TERRORISM (UNOCT)**

**And**

**PARLAMENTO LATINOAMERICANO Y CARIBEÑO (PARLATINO)**

**THIS MEMORANDUM OF UNDERSTANDING (“MoU”) IS ENTERED INTO BETWEEN THE UNITED NATIONS**, represented by the United Nations Office of Counter-Terrorism (hereinafter referred to as “UNOCT”), which is located at United Nations Headquarters, New York, NY 10017, the United States of America; and **PARLAMENTO LATINOAMERICANO Y CARIBEÑO** (hereinafter referred to as “PARLATINO”), which is located at Panama City, Republic of Panama, Latin American Parliament Building, Section Zone 4, Panama Ministry R.R.E.E. 1527. The United Nations and PARLATINO are hereinafter collectively referred to as the “Participants” and individually as “Participant”

**WHEREAS** the United Nations General Assembly adopted, by consensus, resolution 60/288 on the United Nations Global Counter-Terrorism Strategy, which consists of four pillars – i) measures to address the conditions conducive to the spread of terrorism; ii) measures to prevent and combat terrorism; iii) measures to build States’ capacity to prevent and combat terrorism and to strengthen the role of the United Nations system in this regard; and iv) measures to ensure respect for human rights for all and the rule of law as the fundamental basis of the fight against terrorism;

**WHEREAS** the United Nations General Assembly, through its resolution 71/291, established UNOCT as an office of the United Nations Secretariat to strengthen the capability of the United Nations system to assist Member States towards a balanced implementation of the United Nations Global Counter-Terrorism Strategy, including by ensuring that due priority is given to counter-terrorism across the United Nations system;

**WHEREAS** the United Nations General Assembly, through its resolution 75/291, recognizes the role of the partnerships of regional and subregional organizations with the United Nations in combatting terrorism, and encourages the Global Counter-Terrorism Coordination Compact entities, in accordance with existing mandates, to closely cooperate and coordinate with regional and subregional organizations in their efforts to combat terrorism, in line with international law;

**WHEREAS** the United Nations General Assembly, through the abovementioned resolution 75/291, stresses the importance of the role of the media, civil society, religious actors, the business community and educational institutions in those efforts to enhance dialogue and broaden



understanding, in promoting pluralism, tolerance and coexistence, and in fostering an environment which is not conducive to incitement of terrorism, as well as in countering terrorist narratives;

**WHEREAS** UNOCT chairs the Coordination Committee of the United Nations Global Counter-Terrorism Coordination Compact, which is aimed to strengthen a common action approach to coordination and coherence in the counter-terrorism work of the United Nations system;

**WHEREAS** the United Nations Counter-Terrorism Centre (hereinafter referred to as “UNCCT”), located within UNOCT, was established to assist in meeting the capacity-building needs of Member States upon request, while strengthening the United Nations counter-terrorism expertise to support the implementation of all four pillars of the United Nations Global Counter-Terrorism Strategy;

**WHEREAS** the Special Projects and Innovation Branch, located within UNOCT, is responsible for leading in the conceptualization, development and implementation of special technical assistance programmes that require increased coordination and partnership with other Global Counter-Terrorism Coordination Compact entities and UNCCT; developing the Office’s surge capacity to better assist Member States; forging partnerships including with the private sector, academia and public sector organizations; and developing, designing and implementing, in close collaboration with UNCCT, innovative and technological solutions applied to preventing and countering terrorism in areas such as countering terrorist travel, protection of critical infrastructure and soft targets, sports, investigative capacity, and parliamentary engagement.

**WHEREAS** PARLATINO is an interparliamentary organization of regional scope that was created in 1964 by the Lima’s declaration and institutionalized on November 16, 1987, in Lima, Peru.

**WHEREAS** the 23 member parliaments of PARLATINO respect the principles of defense of human rights, democracy and economic and social development of Latin America. They develop and maintain relations with international organizations and regional parliaments and promote independence and self-determination.

**WHEREAS** PARLATINO, through Article 5 of its Institutionalization Treaty and Chapter 3 of its By-laws, established the Standing Committee on Citizen Security, Fight and Prevention of Drug Trafficking, Terrorism and Organized Crime, in charge of preventing and combating terrorist acts, methods, and practices.

**NOW, THEREFORE**, the Participants express their intention to cooperate as follows:

## 1: Purpose and Scope

- 1.1 The purpose of this MoU is to provide a non-legally binding framework which sets out the scope and modalities of cooperation between the Participants to promote, in accordance with their respective mandates, the role of parliaments in addressing terrorism and conditions conducive to it; to strengthen parliamentary cooperation and facilitate inter-parliamentary dialogue on human rights compliant and gender responsive efforts in



preventing and countering terrorism and violent extremism; and to enhance collaboration between the Participants on a non-exclusive basis in areas of common interest.

## 2: Areas of Cooperation

### 2.1 Through this MoU:

- a. The Participants will collaborate closely with each other on a regular basis to promote the active engagement of parliamentarians and to provide support to national parliaments and strengthen regional and global parliamentary collaboration in the area of preventing and countering terrorism and violent extremism as and when conducive to terrorism.
- b. The Participants will strive to contribute to the success of the “Coordination Mechanism for Parliamentary Assemblies on Counter-Terrorism and Prevention of Violent Extremism”, herein referred to as the “Coordination Mechanism”, of which UNOCT will serve as the Secretariat and PARLATINO will serve as an Active Member. In this regard, the Participants will refer to the Terms of Reference adopted by the Third Counter-Terrorism meeting of Parliamentary Assemblies on 30 January 2023, in Doha, State of Qatar.
- c. The Participants will enhance on the core functions of the Coordination Mechanism as: (i) an information sharing and exchange platform; (ii) a capacity-building and technical assistance resource; (iii) a coordination and cooperation facilitation centre; and (iv) an awareness-raising and communication channel. The Participants will also collaborate with other parliamentary assemblies of the Coordination Mechanism by sharing elements from assembly-level workplans; and by designing and collaborating on a joint plan of action at the level of the Coordination Mechanism.
- d. The Participants will endeavour to convene under their joint auspices activities on matters of mutual interest in accordance with procedures to be decided upon in each specific case, as appropriate and necessary, which will be in line with each Participant’s respective mandate, as well as applicable regulations, rules, policies, procedures, and the decisions of their respective governing bodies. The Participants will conceptualize such activities in consultation with each other and will make the necessary arrangements to launch and implement joint activities.
- e. The Participants will endeavour to consult each other and to increase mutual sharing of information, including on their respective capacity-building initiatives to strengthen responses to countering terrorism at the global, regional and national levels.



- f. The Participants may invite one another, as appropriate, to attend meetings, conferences and other events that they organize which are relevant to the subject matter of this MoU;
  - g. The Participants will, as necessary and appropriate, collaborate in identifying, collecting and disseminating good practices, lessons learned and research findings, and will explore opportunities for joint research activities on topics of mutual interest;
  - h. The Participants will explore opportunities to develop and undertake joint or collaborative activities with the United Nations Global Counter-Terrorism Coordination Compact and/or its entities.
  - i. The Participants will explore opportunities to jointly convene, where appropriate, workshops, conferences or other meetings on topics and issues to be mutually agreed, bringing together relevant stakeholders at the global, regional or national levels, in accordance with procedures to be agreed upon in each specific case.
  - j. The Participants will, as necessary and appropriate, explore cooperation in the provision of capacity-building assistance (including the sharing of experience and tools for monitoring and evaluation of programmes and projects), set out in a written agreement and in accordance with procedures to be decided upon in each specific case;
- 2.2 The Participants' cooperation under this MoU, and any subsequent or related arrangement or agreement, will be subject to and in accordance with each Participant's respective mandate and constituent instruments, and consistent with each Participant's regulations, rules, policies and procedures and the decisions of their governing bodies. To this end, the Participants will consult with each other concerning the manner and form of such cooperation.

### **3: Financial and Administrative Aspects**

- 3.1 In the event that the Participants will jointly undertake specific activities under the framework of this MoU, the Participants will conclude, as necessary and appropriate, specific separate agreements or arrangements in writing, setting out the terms and conditions of their cooperation for specific activities, which may address, as appropriate, financial and legal issues (in particular data protection issues should the Participants exchange and process personal data within the scope of the activities covered by the specific agreements or arrangements), as well as any other relevant matters. Any such specific agreement or arrangement will be in accordance with this MoU which will be incorporated by reference therein.
- 3.2 Nothing in this MoU will be construed as creating any financial obligations or commitment of resources, financial or otherwise, on the part of either Participant. Unless otherwise expressly agreed in writing by the Participants, the Participants will cover their own expenses arising from activities taking place under this MoU.





- 3.3 The Participants further acknowledge that none of the Participants will engage in fundraising activities using the name and/or logo of the other Participant's for any projects implemented pursuant to this MoU and that the Participants will not jointly engage in fundraising activities for such joint projects unless such fundraising is mutually agreed upon and is allowed under the Participants' respective rules, regulations and procedures.

#### **4: Relationship between the Participants**

- 4.1 The Participants acknowledge that the cooperation between them under this MoU is on a non-exclusive basis. Nothing in this MoU will be construed to create or imply any partnership, agency relationship or a joint venture between the Participants.
- 4.2 The Participants further acknowledge and confirm that PARLATINO is an entity separate and distinct from the United Nations and its Member States and that it will not be considered, for any purposes whatsoever, as having a legal status connected with or dependent upon the United Nations. The personnel, agents or contractors of PARLATINO will not be considered, in any respect or for any purposes whatsoever, as being the employees or agents of the United Nations, nor will any personnel, representatives or other affiliates of the United Nations be considered, for any purposes whatsoever, as being employees or agents of PARLATINO.

#### **5: Exchange of Information and Documents, Privacy and Confidentiality**

- 5.1 Subject to their respective regulations, rules, policies and procedures, as well as any specific rules set out in subsequent or related agreements or arrangements as set out under paragraph 3.1 of this MoU, the Participants may exchange relevant documents and other information, as necessary and appropriate, on matters of mutual interest under this MoU.
- 5.2 Documents or information relating to an identified or identifiable natural person ("personal data") will be handled by the Participants with appropriate protection in accordance with their respective regulations, rules, policies, practices and procedures concerning data protection and privacy. Personal Data may not be used for any purpose not contemplated in this MoU or any subsequent or related agreements or arrangements and may only be used according to the instructions of the Participant providing it. Where appropriate, the Participants will sign a data processing agreement.
- 5.3 Documents or information that are considered proprietary by either Participant or that are delivered or disclosed by one Participant ("Discloser") to the other Participant ("Recipient") during the course of the performance of this MoU, and that are designated as confidential ("confidential information") will be held in confidence by the Recipient. Where appropriate, the Participants will conclude a separate written agreement pertaining to the exchange of confidential information, subject to the applicable regulations, rules, policies and procedures of the United Nations and PARLATINO.



- 5.4 The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's confidential information as it uses with its own similar confidential information, which it does not wish to disclose, publish or disseminate.
- 5.5 The Recipient will use the Discloser's Confidential Information solely for the purpose for which it was disclosed.
- 5.6 The Recipient will not disclose confidential information received from the Discloser to third participants without the prior written consent of the Discloser.
- 5.7 The restrictions with regard to the confidentiality of documents and other information as set out in this Paragraph will remain in effect following the expiry or termination of this MoU.

#### **6: Use of the Participants' Names, Emblems or Logos, and Publicity**

- 6.1 Neither Participant will use the name, emblem, official seal or trademarks of the other Participant, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise, without the prior express written approval of the other Participant in each instance. In no event will authorization to use the name, emblem or logo of the United Nations, including UNOCT, or PARLATINO be granted for commercial purposes.
- 6.2 PARLATINO acknowledges that it is familiar with the mandate and objectives of the United Nations, including UNOCT, and recognizes that its 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 United Nations.
- 6.3 The Participants will recognize and acknowledge their cooperation under this MoU, as appropriate and in a manner consistent with their respective regulations, rules, policies and procedures. To this end, the Participants will consult with each other concerning the manner and form of such recognition and acknowledgement.
- 6.4 Any public statement regarding the activities carried out thereunder will be agreed by the Participants prior to its publication or dissemination.

#### **7: Intellectual Property**

- 7.1 Nothing in this MoU will be construed as granting or implying rights to, or interest in, intellectual property of one Participant to the other Participant. Each Participant will retain all rights, title, and interest in and to any materials developed by or on behalf of such Participant, or otherwise acquired by such Participant, either prior to the effective date of this MoU or in furtherance of the objectives of this MoU during its Term, and any modifications thereto.



- 7.2 In the event that the Participants foresee that intellectual property that can be protected will be created in relation to any project, programme or activity to be carried out under this MoU, the Participants will negotiate and agree on terms of its ownership and use in a separate written agreement or arrangement by the Participants referred to in Paragraph 3.1 of this MoU.

### **8: Contact and Liaison**

- 8.1 The Participants will nominate their respective focal points for the implementation of this MoU, who will be responsible for:
- a. Coordinating the implementation of this MoU (save that such focal points may differ on a project-to-project basis), monitoring progress, and meeting when necessary to evaluate and identify new opportunities for cooperation;
  - b. In accordance with Paragraph 5 above, cooperating to develop joint information tools, such as publication of appropriate printed and online materials, as necessary and appropriate, to increase access to information and level of awareness on matters of mutual interest; and
  - c. In accordance with Paragraphs 2.1 (c), (d), (e), and (f) conceptualizing and making recommendations for joint activities on issues of mutual interest consistent with the purposes and objectives identified in this MoU.
- 8.2 All correspondence related to this MoU will be done through the designated focal points.
- 8.3 Any change to the focal points will be notified in writing to the other Participant in a timely manner.

### **9: Term, Amendment and Termination**

- 9.1 This MoU will come into effect on the date of the last signature by the duly authorized representatives of the Participants.
- 9.2 This MoU will remain in effect for five (5) years. It may be renewed by mutual consent by the Participants in writing.
- 9.3 This MoU may be amended by mutual written consent of the Participants in writing.
- 9.4 This MoU may be terminated by either Participant at any time by giving the other Participant sixty (60) days prior written notice. Where notice of termination is given, the Participants will take immediate steps to bring all activities under this MoU to a close in a prompt and orderly manner. Unless agreed otherwise, the termination of this MoU will not have any effect on (a) the necessary steps for the orderly completion of any ongoing



collaborative activity involving either Participant under this Paragraph; (b) any separate agreements or arrangements concluded pursuant to Paragraph 3.1 of this MoU; and (c) the restrictions with regard to the confidentiality of information, documents or other material as set out in Paragraph 5.



**10: Dispute resolution**

10.1 Any dispute or disagreement between the Participants concerning the interpretation, implementation or application of this MoU will be amicably settled between the Participants without resort to legal proceedings.

**11: Privileges and Immunities**

11.1 Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities, exemptions and facilities enjoyed, or which may be enjoyed by the United Nations, UNOCT and PARLATINO, including their subsidiary organs and staff.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **United Nations** and **PARLATINO** have signed the present MoU in the English language.

<i>For the United Nations:</i>	<i>For PARLATINO</i>
Mr. Vladimir Voronkov Under-Secretary-General Office of Counter-Terrorism United Nations	Mr. Rolando Gonzalez Patricio President Parlamento Latinoamericano
Signature	Signature
	
Date 1/11/2024	Date 1/11/2024