

MEMORANDUM OF UNDERSTANDING

For

Co-operative Activities

Between

World Justice Project

And

Commonwealth Lawyers Association

1. Purpose of the MOU

This Memorandum of Understanding (“MOU”) between the World Justice Project (“WJP”) and the Commonwealth Lawyers Association (“CLA”) (individually a “Party” and together the “Parties”) sets out the conditions for co-operation towards the promotion of the rule of law and justice.

Any activities conducted under this MOU are subject to their inclusion in the Parties’ respective programs of work and budgets and the availability of funds. They shall be carried out by their respective rules and practices. While the MOU outlines the Parties’ intention to develop cooperation in the specified areas of cooperation, nothing in this MOU shall be construed to require the Parties to cooperate in such programs or initiatives.

2. Areas of Co-operation

The collaboration of the Parties will focus on several substantive areas, which will include, but not be limited to:

- (a) The rule of law and accountable justice
- (b) The measurement and strengthening of judicial independence
- (c) The establishment of a regional hub for disinformation laws and health information system
- (d) Access to justice for minorities and the vulnerable

3. Forms of Co-operation

The Parties may cooperate by various means, which will include, but not be limited to:

- (a) data collection and exchange, joint research and analysis;
- (b) facilitating contacts and connections through each other’s networks
- (c) participating in each other’s capacity-building and technical assistance programmes;
- (d) participating in meetings and bodies of other Parties, in accordance with the rules and procedures established by each Party. These meetings may include, but are not limited to:
 - As regards the WJP, the World Justice Forum, World Justice Challenge, conferences, networks and regional policy dialogues
 - As regards the CLA, Commonwealth Lawyer Conferences, CLA Committees, Hub activities, webinars, networks and similar activities.
- (e) consultation and exchange of information in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation may be possible within the framework of this MoU.

4. Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights. This 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.

Any work created within the framework of this MOU of which one Party is the author or holds the intellectual property rights will remain the sole property of that Party, with the other Party having only such rights concerning that work as may be separately agreed between the Parties in writing. Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU shall be subject to a separate written agreement by the Parties.

5. Disclosure

The Parties may disclose to the public this MOU and information concerning activities carried out under this MOU in accordance with the Parties' relevant policies. Once signed, the parties will seek to launch this MOU at a suitable event.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

6. Responsibility

Each Party will be responsible for its activities and 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.

However, if damage or injury arises out of or results from the actions carried out by one Party (the "First Party") or its staff, the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

7. Duration

This MOU will enter into effect upon signature by both Parties for a period of 5 years. It may be renewed for further periods, subject to a review of the results of the collaborative activities.

8. Termination

The MOU may be terminated by either Party by providing three months prior written notice 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.

9. Divergence of Views

The Parties will first engage in amicable negotiations to settle any dispute relating to the interpretation or application of this MOU.

If the Parties are unable to reach an amicable settlement in accordance with the above paragraph, any dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or invalidity

thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012 (<https://pca-cpa.org/en/home/>). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Washington, D.C. (United States of America) or elsewhere as agreed. The Parties expressly renounce their right to seek the annulment or setting aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings by this clause.



10. Key Points of Contact

Each Party designates below its representatives with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken under it:

For World Justice Project: Elizabeth Andersen, Executive Director and Dr Srirak Plipat, Regional Director for Asia Pacific

For CLA: Brigid Watson, Secretary General and David Denniston, CLA Council Member

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| World Justice Project | Commonwealth Lawyers Association |
| Elizabeth Andersen Executive Director | Brigid Watson Secretary General |
| Date: May 4, 2023 | Date: 15 th May 2023 |
| Signature  | Signature.  |