



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE OFFICE OF THE CONSUMER PROTECTION BOARD, THE KINGDOM OF  
THAILAND AND THE UNITED NATIONS CONFERENCE ON TRADE AND  
DEVELOPMENT (UNCTAD)**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Conference on Trade and Development (“UNCTAD”), a subsidiary organ of the United Nations, with its headquarters in Geneva, the Swiss Confederation, on the one hand, and the Office of the Consumer Protection Board (“OCPB”) of the Kingdom of Thailand, on the other hand.

UNCTAD and OCPB are hereinafter referred to individually as a “Participant” and jointly as the “Participants”.

**WHEREAS**, UNCTAD serves as part of the UN Secretariat dealing with trade, investment and development issues and its goals are to maximize the trade, investment and development opportunities of developing countries and assist them in their effort to integrate into the world economy on an equitable basis;

**WHEREAS**, UNCTAD works with partners to provide its support in the formulation of policies relating to all aspects of development including trade, aid, transport, finance and technology;

**WHEREAS**, UNCTAD is the focal point for competition and consumer protection laws and policies within the United Nations system, following the implementation of the United Nations Set of Principles and Rules of Competition (1980) and the United Nations Guidelines for Consumer Protection (2015) by member States;



**WHEREAS**, UNCTAD, concretely its Competition and Consumer Policies Branch, Division on International Trade and Commodities, is interested in enhancing its cooperation with member States to conduct consensus and capacity building and awareness raising and activities in the field of consumer protection laws and policies;

**WHEREAS**, OCPB is a government agency under the Prime Minister's Office acting as the central agency for consumer protection in Thailand according to the Consumer Protection Act of 1979 and its Amendments, and the Direct Selling and Direct Marketing Act of 2002 and its Amendments, which has the responsibilities as follows:

- (1) To receive complaints from the consumers who are suffered or were injured because of businesses;
- (2) To protect the security, and fairness, for the consumers and make sure that they are not being exploited by the business;
- (3) To litigate for damages as on behalf of the consumers;
- (4) To raise consumer awareness of goods and services purchased;

**WHEREAS**, the Participants share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, the Participants decide to cooperate as follows:

#### **Paragraph I**

##### **Purpose and Scope**

The purpose of this MOU is to provide a general framework of cooperation and facilitate and strengthen collaboration between the Participants, on a non-exclusive basis, in areas of common interest. This MOU is not an international treaty and does not create any rights or obligations on the international plane.



## Paragraph II

### Areas of Cooperation

The Participants decide to cooperate in the following areas of activity:

- i) *Organize an annual Regional Forum on Consumer Protection* in Thailand open to consumer protection officials of Thailand and other countries to be defined by Thailand, and representatives of relevant stakeholders such as academia, consumer groups and businesses.
- ii) *Facilitate the organization of seminars and workshops* in Thailand addressed to consumer protection officials, experts and legal practitioners and other interested stakeholders on consumer protection law and policy issues with a focus on developing countries.

## Paragraph III

### Responsibilities of UNCTAD

- 3.1 UNCTAD will provide technical assistance to conduct the activities contained in Paragraph II, in particular proposing agenda items, speakers and moderations.
- 3.2 UNCTAD will designate one or two staff members to organize and participate in the activities contained in Paragraph II.
- 3.3 All assistance provided by UNCTAD under this MOU will be in accordance with UNCTAD regulations, rules, procedures and directives.

## Paragraph IV

### Responsibilities of OCPB

- 4.1 OCPB will provide direct financial and logistical support to conduct the activities contained in Paragraph II.
- 4.2 OCPB will designate a group of staff members to organize and participate in the activities contained in Article Paragraph II.



4.3 All assistance provided by OCPB under this MOU will be in accordance with OCPB regulations, rules, procedures and directives.

#### **Paragraph V**

##### **Implementation of the MOU**

5.1 In order to implement the specific activities envisioned in Paragraph II, the Participants will conclude specific activity agreements, which will outline the activities decided upon along with the responsibilities of each Participant, including costs and expenses and how they are able to be borne by the Participants, as well as such issues as intellectual property.

5.2 The Participant holding the responsibility to organize an agreed activity under this MoU will apply its own administrative and financial regulations and comply with its own practices.

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#### **Paragraph VI**

##### **Consultation and Exchange of Information**

6.1 The Participants will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

6.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such will survive the termination of this MOU and of any agreements signed by the Participants within the scope of this collaboration.

6.3 The Participants will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.



6.4 The Participants may invite each other to send observers to or speak at meetings or conferences convened by them or under their auspices in which, in the opinion of either Participant, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

### **Paragraph VII**

#### **Status of Participants**

UNCTAD and OCPB further acknowledge and decide that the latter is an entity separate and distinct from the United Nations 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 OCPB will not be considered in any respect or for any purposes whatsoever as being the employees or agents of the United Nations, nor shall any personnel, representatives or other affiliates of the United Nations be considered, for any purposes whatsoever, as being employees or agents of the OCPB.

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### **Paragraph VIII**

#### **Use of Name and Emblem**

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

8.2 OCPB acknowledges that it is familiar with the United Nations ideals and objectives and recognize that the UN 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.



8.3 The Participants decide to recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

### **Paragraph IX**

#### **Notices and Addresses**

Any notice or request required or permitted to be given or made under this MOU will be in writing. Such notice or request will be deemed to have been duly given or made when it will have been delivered by hand, certified mail, overnight courier, to the Participant to which it is required to be given or made at the address specified below or such other address as will be hereafter notified.

For UNCTAD:

Ms. Teresa Moreira  
Head, Competition and Consumer Policies  
Branch

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Palais des Nations,  
8-14, Av. de la Paix  
1211 Geneva 10  
Switzerland

For OCPB:

Dr. Wimonrat Wim Teriyapirom  
Director of International Cooperation  
Office of the Consumer Protection  
Board Thailand  
Government Complex, bldg. B, 5th fl.,  
Chaengwattana, Laksi, Bangkok 10210  
Thailand



#### **Paragraph X**

##### **Representations**

OCPB represents that it is an organization in good standing duly organized under the laws of Thailand.

#### **Paragraph XI**

##### **Confidentiality of Information**

Information and data that are considered proprietary by either Participant or that are delivered or disclosed by one Participant ("Discloser") to the other Participant ("Recipient") during the performance of this MOU, and that is designated as confidential ("Confidential Information"), will be held in confidence by the Recipient. 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 that it does not wish to disclose, publish or disseminate.

#### **Paragraph XII**

##### **Intellectual Property**

12.1 Nothing in this MOU will be construed as granting or implying rights to, or interest in the intellectual property of the Participants. Except to the extent addressed by a separate arrangement concluded by the Participants, each Participant will retain all rights, title, and interest in and to any materials (including, without limitation, memoranda, research, and outlines) developed by or on behalf of such Participant, or otherwise acquired by such Participant, either prior to the Effective date or in furtherance of the objectives of this MOU during its term, and any modifications thereto.



12.2 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 decide on terms of its ownership and use in a relevant legal instrument concluded pursuant to this MOU.

### **Paragraph XIII**

#### **Resolution of Differences**

The Participants will use their best efforts to amicably resolve any differences, controversy or claim arising out of this MOU or the breach, termination or invalidity thereof.

### **Paragraph XIV**

#### **Privileges and Immunities**

Nothing in or relating to this MOU will be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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### **Paragraph XV**

#### **Term, Termination, Renewal and Amendment**

15.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of three years from the date of signature, unless terminated earlier by either Party Participant upon two months' notice in writing to the other Participants. The Parties Participants may decide to extend this MOU in writing or tacitly for subsequent periods of three years.

15.2 In the event of termination of the MOU, any 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 Participants will take the necessary steps to ensure that the activities carried out



under the MOU, the agreements and project documents are brought to a prompt and orderly conclusion.

15.3 This MOU may be amended only by mutual written agreement of the Participants. Unless otherwise decided, amendments may apply only to activities which have not yet been implemented.

#### **Paragraph XVI**

##### **Miscellaneous**

16.1 The Participants affirm their zero tolerance for sexual exploitation, harassment and abuse and are firmly committed to the prevention of such sexual exploitation, harassment and abuse. A breach of this provision is a breach of an essential term of this MOU.

16.2 This MOU and any related agreements and project document comprise the complete understanding of the Participants in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Participant to enforce a provision of this MOU will not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provision of the MOU.

16.3 This MOU is signed in counterparts, each of which will be deemed an original and both of which duly executed will constitute one entire document and will come into effect on the date in which it is duly signed by both Participants ("Effective Date").



Signed in Bangkok and Geneva, in duplicate in the English language.

Signed by

Signed by

for and on behalf of

for and on behalf of

**THE OFFICE OF THE CONSUMER  
PROTECTION BOARD OF THE  
KINGDOM OF THAILAND**

**THE UNITED NATIONS CONFERENCE ON  
TRADE AND DEVELOPMENT**

  
**Ronnarong Phoolpipat**

  
**Rebeca Grynspan**

Secretary-General of Consumer  
Protection Board

Secretary-General

Date : July 9, 2025

Date : July 9, 2025

Witnessed by

**Prime Minister's Office**



**Jiraporn Sindhuprai**

Minister of the Prime Minister's Office

Date : July 9, 2025