



MEMORANDUM OF UNDERSTANDING

between

**The Office of the United Nations High Commissioner
for Refugees**

and

**The OSCE High Commissioner on National
Minorities**

This Memorandum of Understanding (hereinafter: "MoU") is entered into between the **Office of the United Nations High Commissioner for Refugees** (hereinafter: "UNHCR"), as represented by the UNHCR Assistant High Commissioner for Protection Gillian Triggs, and the **High Commissioner on National Minorities** (hereinafter: "HCNM") of the Organization for Security and Co-operation in Europe (hereinafter: "OSCE"), as represented by the OSCE HCNM Kairat Abdrakhmanov, hereinafter collectively referred to as "the Parties" and individually as "the Party".

TAKING INTO ACCOUNT that this MoU complements previously signed MoUs and agreements between UNHCR and the OSCE with a view to enhancing their strategic partnership and co-operation in areas of mutual interest and mandated activities, including the MoU on the Enhancement of Co-operation between the Office of the UN High Commissioner for Refugees and the Secretariat of the OSCE signed in 1998 and its Addendum signed in 2020, the MoU between the Office of the UN High Commissioner for Refugees and the OSCE Office for Democratic Institutions and Human Rights signed in 2015, and the Technical Agreement between the Office of the UN High Commissioner for Refugees and the OSCE Mission in Kosovo¹ signed in 2011;

RECALLING that the OSCE is the world's largest regional arrangement under Chapter VIII of the Charter of the United Nations, and contributes significantly to the maintenance of regional peace and security;

EMPHASIZING that the 1975 Helsinki Final Act of the Conference on Security and Co-operation in Europe (CSCE) made an inextricable link between human rights and security;

ACKNOWLEDGING that the HCNM is an autonomous institution of the OSCE, with a mandate pursuant to the 1992 Helsinki Summit Declaration to "provide 'early warning' and, as appropriate, 'early action' at the earliest possible stage in regard to tensions involving national minority issues which have not yet developed beyond an early warning stage";

RECOGNIZING that UNHCR, on the basis of its Statute of 1950, the 1951 United Nations Convention relating to the Status of Refugees ("Refugee Convention"), and subsequent resolutions of the United Nations General Assembly, is mandated to provide international protection, assistance and solutions to refugees and other categories of persons of concern, including stateless persons worldwide;

NOTING that this MoU has been developed in recognition of the respective mandates, strategic objectives, and on the basis of the longstanding history of collaboration between the Parties;

EMPHASIZING that the right to a nationality is a well-established principle in international law, as set forth in, *inter alia*: Article 15 of the 1948 Universal Declaration of Human Rights, Article 24 of the International Covenant on Civil and Political Rights, Article 5 of the International Convention on the Elimination of All Forms of Racial

¹ All references to Kosovo, whether to the territory, institutions or population, in this text should be understood in full compliance with United Nations Security Council Resolution 1244.

Discrimination, Article 9 of the Convention on the Elimination of All Forms of Discrimination against Women, Article 7 of the United Nations Convention on the Rights of the Child, Article 29 of the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, as well as the Article 18 of the United Nations Convention on the Rights of Persons with Disabilities;

RECALLING the importance of the 1954 United Nations Convention relating to the Status of Stateless Persons and the 1961 United Nations Convention on the Reduction of Statelessness as the cornerstones of the international protection regime for stateless persons, and further recalling that the OSCE participating States have made a number of commitments regarding the protection of stateless persons, the right to nationality, access to citizenship, civil registration and the provisions of documents including, among others, the 1992 Helsinki Summit Declaration, the 1999 Istanbul Document, and Ministerial Council Decision No. 10/07;

EMPHASIZING that it is in every State's interest to ensure that its entire population has identity and civil registration documents as a means to provide citizens with full access to public services and education and equip them with the necessary skills to become active contributors to their society;

RECOGNIZING that tackling the phenomenon of statelessness is a matter of interest to both Parties as it is not only a serious human rights concern that affects a large number of people across the OSCE area, but also because it is a potential cause of conflict, undermines social cohesion, and national or even regional security;²

RECALLING the commitment of OSCE participating States, as set forth in the 1996 Lisbon Summit Declaration, to facilitate the voluntary return, in safety and dignity, of refugees and internally displaced persons, and to pursue reintegration in their places of origin without discrimination, according to international standards;

NOTING common areas of interest and recalling past successful co-operation between the Parties, including, among others: *The Handbook on Statelessness in the OSCE Area: International Standards and Good Practices*; past conferences that included the sharing of good practices with an aim to prevent and reduce statelessness in the OSCE area; and a 2022 study visit on the topic;

SEEKING to continue and strengthen the longstanding co-operation between the Parties in areas of mutual interest and responsibilities, in line with their respective mandates, in relation to:

- i) Conflict prevention, the protection of national minorities, and the protection of stateless and displaced populations during all phases of the conflict cycle;

² OSCE/UNHCR Handbook on Statelessness in the OSCE Area: International Standards and Good Practices, 28 February 2017, available at: <https://www.osce.org/handbook/statelessness-in-the-OSCE-area>

- ii) The prevention and reduction of statelessness, including by providing support and expertise to States³ in addressing the needs of persons at risk of statelessness, and
- iii) Further enhancement of institutional relations with a view to creating synergies between the activities of the Parties for the benefit of States, stateless persons, and persons at risk of statelessness belonging to national minorities;

MINDFUL OF the importance of fostering social cohesion through the promotion of inclusive societies, including efforts aimed at supporting States in addressing and preventing statelessness, as well as the integration of displaced persons and (re)integration of returnees where applicable.

The Parties have agreed on the following parameters governing their co-operation:

I. Purpose

The purpose of this MoU is to strengthen the co-operation between the Parties in common areas of mandated responsibilities, including, but not limited to, the interface between the protection of displaced and stateless persons, and the role of the HCNM as an instrument of conflict prevention at the earliest possible stage in regard to tensions involving national minorities. Both Parties agree on the ultimate aim of preventing and reducing statelessness in the OSCE area within their respective mandates.

II. Specific Objectives

1. The specific objectives of this MoU, within the respective mandates of the Parties, are:
 - i) To create synergies in the approaches and activities of the Parties;
 - ii) To develop joint approaches and projects aimed at providing assistance and support to States where the two mandates intersect, including, but not limited to, reducing and preventing statelessness;
 - iii) To have regular consultations and exchange relevant information as well as undertake, on an ad hoc basis and as appropriate, joint assessments of the

³ Unless specified otherwise, the term 'States' in this document shall refer to the 57 OSCE participating States that are also either a United Nations Member State or a United Nations Permanent Observer State. Those States are: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Holy See, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Mongolia, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tajikistan, Türkiye, Turkmenistan, Ukraine, United Kingdom, United States of America and Uzbekistan.

situation in areas of common concern with a view to identifying potential areas of co-operation and to further enhance early warning capabilities.

III. Principles Guiding Co-operation

1. The Parties will mutually respect each other's mandates and methods, including the HCNM's 'quiet diplomacy' approach, acknowledging the complementarity of the respective mandates and roles.
2. The Parties will be guided by applicable international law and standards, including human rights law, international refugee law and humanitarian law.
3. The Parties will pursue a human rights-based approach throughout all phases of project design and implementation.

IV. Mechanisms, Formats and Tools of Co-operation

1. The Parties are committed to engaging in regular consultations at senior and technical levels, including at the country level.
2. As applicable, the Parties will make use of the UNHCR Liaison Office in Vienna and assigned focal points, with a view to providing clear and effective entry points for communication.
3. The Parties are committed to regularly holding meetings, including at the highest level, ideally on an annual basis.
4. The Parties shall encourage their respective staff members to participate in relevant trainings and events.
5. The Parties will seek opportunities for organizing joint events, and for mutually inviting resource persons to their respective conferences, seminars and workshops.
6. The Parties shall participate in relevant meetings, conferences, and seminars and will focus their efforts on disseminating good practices.
7. The Parties will support each other in the development of handbooks, training materials and similar documents on issues of common concern.
8. UNHCR commits to offering briefings to the HCNM at all levels on statelessness-related issues.

V. Scope of Activities Related to Specific Areas of Co-operation

1. In the field of co-operation in early warning and conflict prevention, the Parties will consult each other on any developments that may require particular attention.

2. In the field of prevention and reduction of statelessness and the protection of stateless persons, the Parties will:
 - i) Continue joint advocacy, activities and other endeavours;
 - ii) Assist States in improving data collection, relevant national legislation, administrative procedures addressing statelessness, and the design of outreach efforts to affected stateless persons and communities;
 - iii) Seek ways for the HCNM to continue engaging in UNHCR-led initiatives to end statelessness, such as the Global Alliance to End Statelessness;
 - iv) Continue to inform each other on related strategies, approaches and planned activities in relation to capacity-building and invite each other to relevant events as trainers and/or participants, in line with their respective mandates, and
 - v) Continue to promote the joint OSCE-UNHCR Handbook on Statelessness *inter alia* by way of organizing joint events such as trainings and workshops at all levels.

VI. Roles and Responsibilities

1. The implementation of activities by the Parties pursuant to this MoU will be carried out in accordance with each Organization's applicable regulations, policies and procedures.
2. Both Parties will disseminate this MoU to relevant personnel in their respective offices and field operations and will take steps to promote its implementation.

VII. General Provisions

1. This MoU will enter into force upon its signature by the duly authorized representatives of both Parties, and shall remain effective for thirty-six (36) months, unless terminated at an earlier date by either Party in accordance with Article VIII (*Termination*).
2. The MoU may be amended at any time by the mutual consent of the Parties expressed in writing and signed by the duly authorized representatives of the Parties.
3. Neither Party will use the name of the organization, the emblem, trademark or logo of the other Party, or refer to the other Party by name, in any advertisement, press release, publicity or other materials printed or published with reference to this MoU or otherwise, without the express prior written consent of the other.

VIII. Termination

1. This MoU may be terminated by either Party by giving the other Party written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.

IX. Implementation of the Memorandum of Understanding

1. The Implementation of this MoU will comply with the respective administrative and financial rules and procedures of the Parties.
2. Each Party shall bear its own costs and expenses, subject to available resources, relating to such activities or any project initiated under this MoU, unless otherwise specifically agreed by the Parties. Possible financial contributions under this Memorandum of Understanding, if any, shall be subject to specific agreements.
3. Nothing in this MoU is intended to create or impose a financial obligation on either Party.

X. Copyright, Patents and Proprietary Rights

1. Except as otherwise expressly agreed in writing, each Party shall be entitled to its own intellectual property and other proprietary rights including, but not limited to, copyrights, and trademarks, with regard to products, documents and other materials which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, that Party's performance of this MoU.
2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of the other Party in each case.
3. If the Parties decide to engage in the joint development of intellectual property or other proprietary rights, the Parties shall, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any intellectual property that may be jointly created.

XI. Confidentiality

1. The handling of information shall be subject to each Party's regulations, rules, policies and procedures.
2. The Parties shall use the same care and discretion to avoid disclosure of any received information designated as confidential as they use for their own

confidential information. Any disclosure of confidential information to third parties will be subject to consultation and agreement between the Parties in line with applicable internal data protection policies.

XII. Dispute Resolution

1. Any dispute arising out of or relating to the interpretation or implementation of this MoU will be amicably settled between the Parties by negotiation or by any other non-judicial means, as agreed by the Parties.

XIII. Privileges and Immunities

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities which UNHCR enjoys, as an integral part of the United Nations, under the applicable national and international legal instruments.
2. Nothing in or relating to this MoU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities enjoyed by the HCNM or the OSCE.

Done in the English language in three (3) originals.

Signed in Geneva on 23 June 2023,



Kairat ABDRAKHMANOV
OSCE High Commissioner
on National Minorities



Gillian TRIGGS
UNHCR Assistant High
Commissioner for Protection