



Memorandum of Understanding (MOU) between the Human Rights Commission of Malaysia (SUHAKAM), the National Commission on Human Rights of Indonesia (Komnas HAM), and the Commission on the Human Rights of the Philippines (CHRP) on Statelessness Issues in Sabah

The Parties to this MOU are the **National Human Rights Commission of Malaysia** (hereinafter referred to as "SUHAKAM"), the **National Commission on Human Rights of Indonesia** (hereinafter referred to as the "Komnas HAM"), and the **Commission on the Human Rights of the Philippines** (hereinafter referred to as the "CHRP") pertaining to an agreement to collaborate on issues of statelessness in Sabah.

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1. Purpose and Scope of MOU

This MOU covers the terms and conditions pertaining to the agreement between SUHAKAM, Komnas HAM and CHRP on 10 July 2018, to assist each other collectively in addressing the issue of statelessness in Sabah from a human rights perspective. In this MOU, SUHAKAM, Komnas HAM and CHRP are entering the agreement as official Parties.

2. Partnership and Collaboration

The Parties agree to strengthen their partnership through collaborating on issues aimed at improving the situation for stateless persons, and people at risk of statelessness in Sabah.

In the spirit of encouraging multi-stakeholder engagement on such issues, upon agreement, the Parties will jointly seek to collaborate with relevant government bodies or civil society organisations to undertake activities in line with this Memorandum of Understanding.

3. Terms and Conditions of the MOU:

3.1 General Responsibilities of the Parties:

- i. Each Party shall appoint a member from its institution to coordinate all communications and arrangements pertaining to the implementation of this MOU;
- ii. Each Party shall share information relating to alleged human rights violations against stateless persons as well as to the general situation regarding stateless persons in Sabah;
- iii. Each Party shall share information relating to the initiatives taken to secure the release of stateless persons detained by law enforcement agencies;
- iv. Each Party shall share information on the status of case processing (registration, status determination, resettlement) of stateless persons in Sabah, including any constraints that are faced.

4. Terms of Reference:

The main areas of cooperation between SUHAKAM, Komnas HAM, and CHRP include, but are not limited to, those outlined below:

- 4.1 Engaging the Governments of Malaysia, Indonesia and the Philippines to ensure that the human rights of stateless persons are respected, including access to asylum and justice, freedom of movement and liberty, non-refoulement, work, education, and healthcare;
- 4.2 SUHAKAM will assist Komnas HAM and CHRP in liaising with the Sabah State Government and other relevant agencies on issues pertaining to stateless persons in the state of Sabah;

- 4.3 Komnas HAM shall assist SUHAKAM and CHRP in liaising with the respective Governments of Indonesia and the Embassy of Indonesia in Malaysia on the issue of stateless persons in Sabah;
- 4.4 CHRP shall assist SUHAKAM and Komnas HAM in liaising with the respective Governments of the Philippines and the Embassy of the Philippines in Malaysia on the issue of stateless persons in Sabah;
- 4.5 SUHAKAM, Komnas HAM and CHRP shall conduct joint research to address the geopolitical nature and historical impetus of the problem of statelessness in Sabah;
- 4.6 SUHAKAM, Komnas HAM and CHRP shall work together with the Malaysian Anti-Corruption Commission, the Indonesian Corruption Eradication Commission and the Presidential Anti-Corruption Commission to ensure no corruption in the registration and documentation processes of stateless persons in Sabah;
- 4.7 SUHAKAM, Komnas HAM and CHRP shall propose recommendations and increase efforts to discuss the issue of statelessness collectively at the Association of Southeast Asian Nations (ASEAN) level;
- 4.8 SUHAKAM, Komnas HAM and CHRP shall use the international human rights treaties, Sustainable Development Goals (SDGs), the Universal Periodic Review (UPR) and the Global Compact for Safe, Orderly and Regular Migration process to jointly raise the issue of statelessness to their respective governments;
- 4.9 SUHAKAM, Komnas HAM and CHRP shall initiate dialogues among relevant stakeholders on human rights and statelessness.

5. Implementation

- 5.1 The Parties shall periodically agree to joint work plans to guide the implementation of activities in line with this Memorandum of Understanding.
- 5.2 The implementation of this Memorandum of Understanding is governed by the principles of partnership, complementarity, mutual support and coordination of action between SUHAKAM, Komnas HAM and CHRP.
- 5.3 The Parties will meet every six months to discuss policy issues and will nominate focal points to act as conduits of information sharing and to coordinate joint activities.
- 5.4 Working-level meetings will take place as and when agreed by the parties to review progress on the implementation of the agreed-upon work plans and to discuss developments related to stateless persons in Sabah.
- 5.5 The implementation of this Memorandum of Understanding will be in compliance with the respective administrative and financial rules and procedures of the Parties and be subject to the availability of resources.

6. Confidentiality and Data Protection

- 6.1 The Parties will keep secure and confidential, and will not use, or permit to be used, any confidential information relating to the other Party or to the beneficiaries of this Memorandum of Understanding except to the extent that:

- a) the confidential information was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; or the confidential information lawfully enters the public domain; or
 - b) the Party to whom the confidential information relates, consents in writing to its disclosure; or
 - c) the information in question was independently developed by the receiving Party without reference to the confidential information received from the disclosing Party; or
 - d) the information was received in good faith from a third party, where no obligation of confidentiality is owed to the third party; or
 - e) disclosure is required by law in any country, in which case the receiving Party will promptly notify the disclosing Party so as to allow the disclosing Party a reasonable time to oppose such process; or
 - f) this Agreement permits.
- 6.2 In relation to investigations into allegations of human rights violations against stateless persons, neither of the Parties should publicly report confidential information or otherwise disclose personal or identifying details regarding the alleged violations without the expressed consent of the beneficiaries involved.
- 6.3 The Parties must ensure that their respective agents or employees who receive, or may receive, confidential information are aware of, and are bound by, these confidentiality provisions.
- 6.4 In performing its rights and obligations under this Memorandum of Understanding, each Party, to the extent necessary, shall at all times comply with the laws and regulations on Personal Data Protection in their respective countries.

7. General Conditions

- 7.1 This Memorandum of Understanding is not legally binding and is entered by the Parties herein merely to express their interest in collaborating towards the objective stipulated herein.
- 7.2 Nothing in or relating to this Memorandum of Understanding is to be deemed a waiver, express or implied, of any privileges or immunities enjoyed by either Party.
- 7.3 Any dispute arising from the interpretation or implementation of this Memorandum of Understanding shall be resolved by the Parties through negotiations in the spirit of coordination and cooperation.
- 7.4 Signing of the MOU shall not affect the position of any party with respect to any existing right of claim.

8. Time Frame

This MOU shall enter into effect on the date of signature by the duly authorized representatives of the Parties to this MOU and shall remain in force for eighteen (18) months and may be renewed as agreed by the Parties to this MOU.

9. Amendments to this MOU

This MOU may be amended through the exchange of formal letters between the signatories to this MOU, denoting their consent to any proposed amendments. Any letters exchanged to this effect shall become an integral part of the MOU.



Tan Sri Othman bin Hashim

Chairman

Human Rights Commission of Malaysia (SUHAKAM)

24 July 2020



Ahmad Taufan Damanik

Chairman

National Commission on Human Rights of Indonesia (Komnas HAM)

24 July 2020



Jose Luis Martin C. Gascon

Chairperson

Commission on Human Rights of the Philippines (CHRP)

24 July 2020