



**MEMORANDUM OF UNDERSTANDING (MOU) ON
FINDING DURABLE SOLUTIONS TO THE
STATELESSNESS ISSUES IN SABAH
BETWEEN
HUMAN RIGHTS COMMISSION OF MALAYSIA
(SUHAKAM)
INDONESIA NATIONAL COMMISSION ON HUMAN
RIGHTS (KOMNAS HAM)
COMMISSION ON HUMAN RIGHTS OF THE PHILIPPINES
(CHRP)**



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

The Parties to this Memorandum of Understanding (MOU) are the **National Human Rights Commission of Malaysia** (hereinafter referred to as “SUHAKAM”), the **Indonesia National Commission on Human Rights** (hereinafter referred to as “Komnas HAM”), and the **Commission on Human Rights of the Philippines** (hereinafter referred to as “CHRP”) pertaining to an agreement to advise and assist, wherever possible, the Government in finding durable solutions to the statelessness issues in Sabah, hereinafter referred to singularly as “the Party” collectively as “the Parties”.

RECALLING the MOU on Statelessness Issues in Sabah that was signed on 23 April 2019 between SUHAKAM and Komnas HAM with CHRP as an official observer and was in force for one year;

RECALLING the MOU on Statelessness Issues in Sabah that was renewed on 24 July 2020 between SUHAKAM, Komnas HAM and CHRP, and was in force for 18 months until December 2021;

RECALLING the MOU on Statelessness Issues in Sabah that was renewed on 22 March 2022 between SUHAKAM, Komnas HAM and CHRP, and was in force until December 2022;

RECALLING that since its entry into force in 2019, the Parties have effectively undertaken activities aimed at the protection and promotion of the rights of stateless persons and persons at risk of statelessness in Sabah. Such activities include but are not limited to (1) discussions, meetings, and workshops with relevant State agencies, lawmakers, and stakeholders; (2) local and regional conferences; (3) engagement with members of the South East Asia National Human Rights Institutions Forum (SEANF); and (4) site visits to affected areas, as duly reflected in the joint Action Plan (Annex A).



THE PARTIES HAVE AGREED as follows:

Article 1: Purpose

- 1.1 This collaboration is rooted in a collective commitment to the protection and promotion of human rights, in consideration of humanitarian standards, emphasising equality and non-discrimination as core human rights guiding principles.

Article 2: Partnership and Collaboration

- 2.1 The Parties subject to the terms of this MOU and the laws, rules and regulations, from time to time in force, agree to strengthen their partnership through collaboration aimed at coordinating mechanisms with Governments in finding durable solutions towards improving the human rights situation of stateless persons and persons at risk of statelessness in Sabah.
- 2.2 In the spirit of encouraging multi-stakeholder engagement on such issues, upon mutual agreement, the Parties will jointly seek to collaborate with relevant Government bodies, civil society organisations, stateless communities and/or communities at risk of statelessness, and the general public to undertake activities in line with this MOU.

Article 3: General Responsibilities

- 3.1 General Responsibilities of the Parties:
 - 3.1.1 Each Party shall appoint a member from its institution to coordinate all communications and arrangements pertaining to the implementation of this MOU;
 - 3.1.2 Each Party shall share information relating to alleged human rights violations against or other humanitarian concerns of stateless persons and persons at risk of statelessness as well as to their general situation in Sabah;
 - 3.1.3 Each Party shall share information relating to the initiatives taken to secure the release of stateless persons or persons at risk of statelessness detained by law enforcement agencies; and;



stateless persons or persons at risk of statelessness detained by law enforcement agencies; and;

- 3.1.4 Each Party shall share information on the status of case processing (registration, status determination, resettlement) of stateless persons and persons at risk of statelessness in Sabah, including any constraints they are facing.

Article 4: Areas of Cooperation

- 4.1 The main areas of cooperation between the Parties include, but are not limited to, the following:
- 4.1.1 To engage with the Governments of Malaysia, Indonesia, and the Philippines to ensure that the human rights and humanitarian concerns of stateless persons and persons at risk of statelessness are respected, including those seeking access to asylum and justice, freedom of movement and liberty, non-refoulement, work, education, and healthcare;
 - 4.1.2 To assist each other in liaising with the respective Governments, authorities, Embassies, stateless communities and other relevant agencies on issues pertaining to stateless persons and persons at risk of statelessness in Sabah;
 - 4.1.3 To coordinate efforts in monitoring statelessness activities in places of detention where stateless persons or persons at risk of statelessness might be detained, including immigration detention facilities and other places where stateless persons or persons at risk of statelessness are deprived of their liberty;
 - 4.1.4 To conduct research and consultations, whether individually or jointly with other parties, on issues related to statelessness in Sabah;
 - 4.1.5 To have regard to the Universal Declaration of Human Rights (UDHR) 1948 and to the relevant international human rights treaties, the Sustainable Development Goals (SDGs), the Universal Periodic Review (UPR), and the Global Compact for Safe, Orderly and Regular Migration (GCM) and other international mechanisms, as relevant, to jointly raise the issue of statelessness and persons at risk of statelessness to their respective Governments;



- 4.1.6 To propose recommendations and increase efforts to discuss the issue of statelessness and persons at risk of statelessness collectively at the regional and international levels;
- 4.1.7 To continue engagement with both State and non-State actors to promote on the issue of statelessness or persons at risk of statelessness especially agreements with Governments in enacting policies aiming to reduce statelessness, or if possible, support entry to the 1954 Convention Relating to the Status of Stateless Persons and 1961 Convention on the Reduction of Statelessness;
- 4.1.8 To propose any other areas of cooperation, that may be mutually agreed upon, to facilitate recommending durable solutions throughout the implementation of the MOU on the issue of statelessness or persons at risk of statelessness.

Article 5: Implementation Mechanism

- 5.1 The Parties shall periodically update the joint Action Plan to guide the implementation of activities in line with this MOU and shall convene official meetings at least once in six months to discuss policy issues, progress of the implementation of the activities as part of the action plan, developments related to stateless persons and persons at risk of statelessness and other relevant matters.
- 5.2 The implementation of this MOU is governed by the principles of partnership, complementarity, mutual support and coordination of actions between the Parties.
- 5.3 The implementation of this MOU will be in compliance with the respective administrative and financial rules and procedures of the Parties and be subject to the availability of resources.

Article 6: Confidentiality and Data Protection

- 6.1 The Parties will undertake to keep information secure and confidential, and will not use, or permit to be used, any confidential information, document or other material relating to the other Party or to the beneficiaries of this MOU except to the extent that:
- 6.1.1 The confidential information, document or other material was lawfully obtained by the



- 6.1.2 The Party to whom the confidential information, document or other material relates, consents in writing to its disclosure; or
- 6.1.3 The information, document or other material in question was independently developed by the receiving Party without reference to the confidential information, document or other material received from the disclosing Party; or
- 6.1.4 The information, document or other material was received in good faith from a third party, where no obligation of confidentiality is owed to the third party; or
- 6.1.5 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
- 6.1.6 This MOU permits.
- 6.2 For purposes of this MOU, the terms “confidential information, document, or other material” shall pertain to any and all information disclosed to, received, or collected by any of the Parties, regardless of the form in which it is disclosed, received, or collected. This includes, but are not limited to sensitive personal data, privileged communication, unverified information or research findings pertaining to beneficiaries of this MOU, and such other information that are morally and ethically understood to be confidential.
- 6.3 In relation to investigations into allegations of human rights violations against or reports of humanitarian concerns of stateless persons and persons at risk of statelessness, 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 Parties involved.
- 6.4 The Parties must ensure that their respective representatives or employees who receive, or may receive, confidential information, document or other material are aware of, and are bound by, these confidentiality provisions.
- 6.5 In performing its rights and obligations under this MOU, each Party shall, to the extent necessary,



shall at all times comply with the laws and regulations on Personal Data Protection in their respective countries, or any applicable laws or best practices in relation to data privacy and protection.

- 6.6 The obligations and restrictions of confidentiality in this Article, shall remain in effect following the expiry or any termination of this MOU.

Article 7: General Conditions

- 7.1 This MOU is not legally binding and is entered by the Parties herein to express their interest in collaborating towards the objective stipulated herein.
- 7.2 Nothing in or relating to this MOU is to be deemed a waiver, express or implied, of any privileges or immunities enjoyed by the respective Parties.
- 7.3 Any dispute arising from the interpretation or implementation of this MOU shall be resolved amicably and agreed in writing. The Parties shall exert efforts to reach a mutually acceptable resolution, taking into consideration the spirit of coordination and cooperation as established by this MOU.
- 7.4 Signing of the MOU shall not affect the position of any Party with respect to any existing right of claim.

Article 8: Time Frame

- 8.1 This MOU shall enter into effect on the date of signature by the duly authorised representatives of the Parties to this MOU, subject to completion of internal statutory procedures required for its entry into force.
- 8.2 The MOU shall remain in force for five (5) years from the date of signing.
- 8.3 The MOU may be renewed as agreed by the Parties in accordance with their respective statutory procedures.

Article 9: Amendments



9.1 This MOU may be reviewed and amended upon mutual agreement and to be reduced in writing, through the exchange of formal letters between the Parties, denoting their consent to any proposed amendments. Any letters exchanged to this effect shall become an integral part of the MOU.

Article 10: Communications

10.1 All communications between the Parties will be carried out through or with a copy to the following designated coordinators:

SUHAKAM: Human Rights Commission of Malaysia (SUHAKAM)
11th Floor, Menara TH Perdana, Jalan Sultan Ismail
Kuala Lumpur 50250
Malaysia
Tel: +603 2612 5600
Fax: +603 2612 5620
Email: icd@suhakam.org.my

Komnas HAM: Indonesia National Commission on Human Rights (Komnas HAM)
Latuharhary No. 4B, Menteng
Jakarta Pusat, 10310
Indonesia
Tel: +62 21 3925230
Fax: +62 21 3925227
Email: komnasham.kal@gmail.com

CHRP: Commission on Human Rights of the Philippines (CHRP)
SAAC Building, Commonwealth Ave., UP Diliman Complex
Quezon City, 1101
Philippines
Tel: +632 2948704
Email: chrp.policy@gmail.com and rppl.chr@gmail.com



IN WITNESS WHEREOF, the authorised representatives of the Parties, have signed this MOU.

Semporna,
Sabah on this **7** day of **September** in the year **2023** in three (3) original texts, in the English and Bahasa Indonesia languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Datuk Hajjah Mariati Robert

Vice Chairman

Human Rights Commission of Malaysia (SUHAKAM)

Dr. Atnike Nova Sigiro

Chairperson

Indonesia National Commission on Human Rights (Komnas HAM)

Atty. Richard B. Palpal-Latoc

Chairperson

Commission on Human Rights of the Philippines (CHRP)