

Memorandum of Understanding

BETWEEN

THE GOVERNMENT OF THE COMMONWEALTH OF THE
BAHAMAS

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

26th of September 2014

The Government of the Commonwealth of The Bahamas ("The Bahamas") and the International Organization for Migration (IOM), hereinafter referred to as "the Parties"

RECALLING the Cooperation Agreement signed between the Parties on 10 March 2009;

COGNIZANT of the commitment of The Bahamas to manage its migration challenges effectively and humanely,

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, and acts to: assist in meeting the operational challenges of migration; advance understanding of migration issues; encourage social and economic development through migration; and work towards effective respect for the fundamental rights and well-being of migrants,

CONSCIOUS of the need for closer cooperation between the Parties in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

PARAGRAPH 1

GENERAL PRINCIPLES OF COOPERATION

Subject to available resources, the Parties will act in close collaboration and hold regular consultations on matters of common interest. To this end, the two Parties will consider the appropriate framework for such consultations when necessary.

PARAGRAPH 2

EXCHANGE OF INFORMATION AND DOCUMENTATION

1.The Parties will exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.

2.Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the Parties.

PARAGRAPH 3

TECHNICAL COOPERATION

Subject to the availability of resources, IOM shall take into consideration any formal requests that The Bahamas may make for specific activities that fall within its mandate and priorities.

PARAGRAPH 4

JOINT ACTION

1.The Parties may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Special arrangements will define the modalities for the participation of each Party in such projects and will determine the expenses payable by each Party.

2.The Parties may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

3.PARAGRAPH 5

AREAS OF COOPERATION

Without prejudice to cooperation in additional fields and subject to the availability of resources, the Parties will consider the following areas for mutual cooperation:

a)The conduct of relevant research and studies on migration in The Bahamas;

- b)The strengthening of migration management, including measures to facilitate regular migration and to address irregular migration;
- c)The identification and development of appropriate measures to assist and protect vulnerable migrants;
- d)The mainstreaming of migration into development planning and the exploration of potential collaboration in activities related to the United Nations post-2015 development agenda;
- e) The enhancement of disaster risk reduction and resilience in the face of climate change and environmental degradation leading to population movements; and
- f)The pursuit of informal intraregional dialogue on migration in the Caribbean.

PARAGRAPH 6

IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

The Ministry of Foreign Affairs of The Bahamas and the Administration of IOM will consult each other regularly on matters relating to this Memorandum of Understanding ("Memorandum").

PARAGRAPH 7

SUPPLEMENTARY ARRANGEMENTS

Subject to availability of resources, the Parties may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

PARAGRAPH 8

CONFIDENTIALITY

All information including personal information which comes into the Parties' possession or knowledge in connection with this Memorandum is to be treated as strictly

confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned. The IOM Data Protection Principles shall apply in the event that the Parties collect, receive, use, transfer or store any personal data in the performance of projects that are jointly implemented by the Parties. The obligations under this Paragraph will survive the expiration or termination of this Memorandum.

PARAGRAPH 9

INTELLECTUAL PROPERTY

Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage will be on a non-exclusive basis and the Party using the intellectual property of the other Party will strictly comply with the written instructions of the other Party and with its guidelines and specifications.

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects carried out by IOM under this Memorandum will be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

PARARGAPH 10

STATUS OF IOM

Nothing in this Memorandum affects the privileges and immunities enjoyed by IOM in The Bahamas as an intergovernmental organization, as set forth in the Cooperation Agreement concluded by the Parties on 10 March 2009.

PARAGRAPH 11

DISPUTE SETTLEMENT

Any dispute, controversy or claim arising out of or in relation to this Memorandum, or the breach, termination or invalidity thereof, will be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

PARAGRAPH 11

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1.This Memorandum will enter into force on the date of its signature by the duly authorized representatives of the Parties. Upon its entry into force, both Parties will publicize it within their respective networks as appropriate.

2.This Memorandum may be amended by mutual consent of the Parties. The proposed amendment will be made in writing to the other Party and will enter into force upon its acceptance in writing by both Parties.

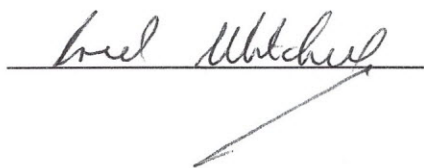
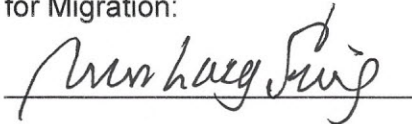
3.Either Party may terminate this Memorandum by giving six months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the The Bahamas and of IOM have signed the present Agreement.

Signed in duplicate in English this 26th September 2014 at New York, USA

For the Government of the Bahamas:

For the International Organization
for Migration:

A handwritten signature in cursive script, appearing to read "Neil Mitchell", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Min Haeq Jung", written over a horizontal line.