

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL SERVICE FOR LABOUR AND EMPLOYMENT (RUSSIAN
FEDERATION)

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION

The Federal Service for Labour and Employment (Russian Federation) and the International Organization for Migration (IOM) (also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”),

TAKING INTO ACCOUNT provisions of Cooperation Agreement between the Government of the Russian Federation and the International Organization for Migration, which was signed on 13 March 1992;

TAKING NOTE that the functions of the Federal Service for Labour and Employment (Russian Federation) are control and supervision over labour, employment, alternative civilian service, special assessment of workplace conditions and social protection issues; provision of state services in connection with employment promotion and protection against unemployment, labour migration, and settlement of collective labour disputes; and provision of social guarantees for socially disadvantaged groups stipulated by the laws of the Russian Federation,

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, 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 of the human rights and well-being of migrants,

CONSCIOUS of the need for closer cooperation in matters of common interest, and wishing to further enhance and strengthen such cooperation,

CAME TO A MUTUAL UNDERSTANDING AS FOLLOWS:

I. GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, the Parties will cooperate and hold consultations on all matters of common interest.

2. Each Party will endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

II. EXCHANGE OF INFORMATION AND DOCUMENTATION

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

2. Where appropriate and subject to the necessary requirements, information 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.

III. AREAS OF COOPERATION

The Parties may, through special arrangements, interact in the following areas of common interest:

- exchange of experience in terms of managing labour migration in accordance with the needs and development of the labour market;
- issues of organized recruitment and attraction of foreign workers for temporary employment on the territory of a subject of the Russian Federation;
- ensuring compliance with and protection of labour rights and freedoms of foreign workers, including using information technologies and information systems;
- issues of fair recruitment and other issues falling within the purview of the Parties.

The Parties may, whenever they consider it desirable, within their purviews, set up working groups on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

IV. FORMS OF COOPERATION

Within their respective purviews and subject to the availability of resources, the Parties will consider the following forms of mutual cooperation:

- exchange of analytical and informational materials subject to confidentiality and data protection requirements in accordance with paragraph VII of this Memorandum;
- carrying out joint activities in the sphere of labour activity of foreign citizens, including joint expert consultations on specific problematic issues and making proposals for solutions;
- participation in international conferences and seminars and other events of common interest.

The Parties may take an expert part in the development and implementation of projects in certain areas of cooperation.

V. IMPLEMENTATION OF THE MEMORANDUM

The Head of the Federal Service for Labour and Employment (Russian Federation) and IOM Moscow Chief of Mission will take adequate measures to ensure effective cooperation and communication between the Parties.

VI. STATUS OF THE MEMORANDUM

This Memorandum is not an international treaty and does not create any rights and obligations governed by international law.

VII. CONFIDENTIALITY

Any personal information which comes into the Parties' possession or knowledge in connection with this Memorandum is to be treated as strictly confidential and shall not be communicated to any third party without the prior written approval of the person concerned.

The Federal Service for Labour and Employment (Russian Federation) shall comply with confidentiality and data protection principles in accordance with the current law of the Russian Federation and IOM shall comply with the IOM Data Protection Principles when they collect, receive, use, transfer, store or otherwise process any personal information during the implementation of this Memorandum.

VIII. PRIVILEGES AND IMMUNITIES

Nothing in this Memorandum should be construed as an express or implied waiver of any of the privileges and immunities of IOM as an intergovernmental organization.

Nothing in this Memorandum should be construed as a waiver of any of the privileges and immunities of the Russian Federation, its bodies and officials or as a consent for their restriction.

IX. SETTLEMENT OF DISCREPANCIES

Any disputes or discrepancies between the Parties concerning the interpretation or application of this Memorandum will be settled amicably through consultations and negotiations between them.

X. APPLICATION, AMENDMENTS AND TERMINATION

1. This Memorandum will enter into effect on the date of its signature by Parties.

2. This Memorandum may be amended by mutual written consent of the Parties.

3. Either Party may terminate the application of this Memorandum by giving to another Party a written notice 6 (six) months prior to approximate date of its termination.

Signed in two copies, each in Russian and in English, both texts are equal in content.

For The Federal Service for Labour
and Employment
(Russian Federation)

For The International Organization
for Migration

Signature

Name

Title

Date

Place

Signature

Name

Title

Date

Place