



STATUTE OF THE MIGRATION, ASYLUM, REFUGEES REGIONAL INITIATIVE REGIONAL CENTRE

I GENERAL PROVISIONS **Object of Regulation**

Article I

The Statute of the Migration, Asylum, Refugees Regional Initiative Regional Centre (hereinafter Statute) regulates the field of activities, internal and operational organisation of the MARRI Regional Centre (hereinafter Centre).

Legal Status

Article II

The Centre is autonomous in its performance and functions according to the provisions of The Agreement on the Status and Activities of the Regional Centre of the Migration, Asylum, Refugees Regional Initiative (hereinafter Host Agreement) signed between the MARRI Regional Forum (hereinafter Forum) (represented by the Presidency) and the Government of the Republic of Macedonia (hereinafter Host Party) on 15 November 2004 in Tirana.

The Centre functions as the administrative and supporting structure/secretariat for the Forum.

The Host Party respects the unitary and international character of the Centre.

Within fulfilling the official objectives, the Centre enjoys immunity from criminal, civil and administrative jurisdiction in the Host Party, according to the Vienna Convention for Diplomatic Relations, except in cases stated in Article 7 of the Host Agreement.

The founding rights and duties are assumed and performed for and on behalf of the Host Party by the Government of the Republic of Macedonia, as stipulated in the Host Agreement.

Role of the Centre

Article III

1. The Centre, as a secretariat to the Forum, serves to accomplish MARRI commitments. It covers the following areas: migration, asylum and refugees, visa policy and consular cooperation and integrated border management. The Centre initiates, facilitates and co-ordinates activities approved by the Forum at regional level. While the Forum aims at developing regional ownership of the issues defined in the MARRI Programme of Action at the political level, the Centre is the practical tool to support this ownership.

2. The Centre plays an advisory, information-sharing and coordination role in order to strengthen the management of population movements in the interest of their security and prosperity. The Centre works at the regional level in the Western Balkans with the eventual goal that the Participants develop European-level standards of legislation, training, and processes. The Centre facilitates the establishment and harmonisation of legislation, institutional-building, capacity-building and information exchange in

- the region in line with the Thessaloniki Agenda in order to meet international and European standards.
3. The tasks of the Centre comprise, *inter alia*, the following areas: information and documentation, preparation of the MARRI Programme of Action, preparation and follow-up of meetings, participation in meetings and other MARRI-related events, programmes and projects.
 4. The Centre executes other responsibilities assigned to it by the Forum.
 5. In exceptional circumstances the Presidency may temporarily authorise the Centre to take on additional responsibilities and commitments. These additional responsibilities and commitments are to be brought forward to the next Forum for *ex-post* endorsement.

The Name

Article IV

The English name of the Centre is: The Migration, Asylum, Refugees Regional Initiative Regional Centre. The abbreviated name of the Migration, Asylum, Refugees Regional Initiative Regional Centre is: MARRI Regional Centre.

The Seat

Article V

The seat of the Centre is in Skopje, at the MTV Building, 8th Floor, Blvd. Goce Delčev PO box 447, 1000 Skopje, Republic of Macedonia.

The Seal

Article VI

The seal of the Centre is of circular shape, bearing the title (MARRI, Migration, Asylum, Refugees Regional Initiative Regional Centre).

II INTERNAL ORGANISATION OF THE CENTRE

Article VII

Internal organisation of the Centre is regulated by the Statute of the Migration, Asylum, Refugees Regional Initiative Regional Centre and the Internal Rules of the Centre.

Organisational Structure of the Centre

Article VIII

1. The Centre is composed of the following:

Director

Deputy Director

MARRI Participants' Representatives

Programme Management

Administration

2. The structure and staff of the Centre shall be approved by the Forum, in consultation with the Director.

3. The deputy Director shall be nominated in accordance with the procedure set for the nomination of the Director. Provisions of the Statute and the Guidelines and Rules of Procedure shall apply *mutatis mutandis* to the Deputy Director.

Responsibilities of the Members of the Centre

Article IX

1. The Director represents and acts for and on behalf of the Centre.
2. The Centre Director organises Centre operations and runs its business directly, conducts all legal actions for and on behalf of the Centre, represents the Centre in all proceedings against court, administrative and other government bodies as well as legal entities with public authority, and may in line with his/her competence authorize other person to represent the Centre in legal matters.
3. The Director, in coordination with the Presidency, draws up general acts stated by this statute that are not in the sphere of competence of the Forum.
4. In consultation with the Forum, the Director prepares the annual Programme of Action as well the financial plan for endorsement by the Forum.
5. The Director is entitled to take all legal actions for and on behalf of the Centre up to the amount of 20,000 Euro. In case of legal actions that exceed the above mentioned amount, the Director should get the consent of the Forum.
6. In case of the absence of the Director from the Centre, his/her responsibilities will be assumed by the Deputy Director.
7. Each MARRI Participant Representative covers and coordinates a specific MARRI area within the Centre. At the same time, MARRI Participant Representatives are to provide strategic linkages, coordination and facilitation of MARRI activities between their administration and the Centre.

III FINANCING OF THE CENTRE

Financial Sources

Article X

1. Each MARRI Participant shall respectively second a Representative to the Centre whose salary amounts will be covered by the respective Participant.
2. For the needs of the Centre the Host Party provides following items free of charge:
 - Office space (420 m²).
 - Parking place near the Centre.
 - Covering the expenses for the running and maintenance costs for the work space (electricity, cleaning, heating, water), except the expenses for telephones and mobile phones.
 - Gross salary for 1 (one) driver.
3. Expenses related to Centre activities are covered by **contributions of the MARRI Participants and donations**.

Financial Management

Article XI

The Forum approves the annual financial plan of the Centre.

The Forum shall adopt the Centre final annual financial report. The annual financial report is made subject to an external audit before being submitted to the Forum for endorsement.

The Centre shall use its funds including the income gained through its operation solely for the purpose of performing and developing Centre activities.

The Centre is liable to third parties with full set of its assets. The losses of the Centre shall be covered from the funds of the Centre.

Article XII

The funds of the Centre shall be kept on the Centre bank account according to the Host Agreement.

The Centre shall keep accounting records in compliance with accountancy regulations pertained by

donors.

It is the responsibility of the Centre Director to ensure sound financial management and proper and accurate keeping of accounting records.

Publicity of Work

Article XIII

The Centre shall provide the publicity of work by cooperating with mass media as well as informing other relevant institutions on Centre activities and operations.

Only the Director or any person appointed by him/her may communicate data and information pertained to Centre activities and work to the mass media.

Aiming to inform the public about its activities in a more comprehensive way, the Centre shall issue special publications or release information on its web site in English language, and, if necessary, in the languages of the MARRI Participants. It should also present the Centre mode of operation including decisions issued by the Centre, as well as all relevant indicators as determined by the Director.

Official Secret

Article XIV

An official secret shall be considered any particular data on Centre operations as decided by the Director or the Forum.

Members of the Forum as well as the employees of the Centre are obliged to keep the official secret even after the termination of their employment/secondment with the Centre.

IV FINAL PROVISIONS

MARRI Partners ***

Article XV

MARRI Partners are international law enforcement agencies, international organizations and other relevant authorities that express readiness to contribute and assist in MARRI activities performed at different levels aiming at strengthening overall capacities of the MARRI RC and Participants. MARRI RC shall sign the agreement on cooperation with interested Partners.

Authority to Adopt Statute

Article XVI

The Forum adopts the Statute, while the Participants and the Director recommend amendments to the Statute to the Forum for adoption.

Interpretation of the Statute

Article XVII

In case of any ambiguities or disagreements in the application of the provisions of the Statute, the Forum shall provide for its interpretation.

Adoption of the Statute

Article XVIII

The Statute is adopted by the MARRI Regional Forum during its session held in Skopje, 10th of June 2015.