



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PERMANENT SECRETARIAT OF THE COMMUNITY OF
DEMOCRACIES
AND
THE UNITED TRANSITIONAL CABINET OF BELARUS

The Permanent Secretariat of the Community of Democracies (hereinafter referred to as "PSCD") of the global intergovernmental coalition of democratic states, seated in Warsaw, Poland, and the United Transitional Cabinet of Belarus (hereinafter referred to as "UTC") fulfilling its mission from Vilnius, Lithuania, hereinafter jointly referred to as the "Parties" to this Memorandum of Understanding ("MoU");

BEARING IN MIND that the Warsaw Declaration Toward a Community of Democracies (hereinafter referred to as "CoD") adopted in 2000 states in its Preamble that *"representative democracy is an indispensable condition for the stability, peace, and development of the region"*, and that one of its essential aims is to *"promote and consolidate representative democracy"* through 19 fundamental principles for the effective establishment and consolidation of democracy, recognizing the universality of democratic values, and emphasizing the interdependence between peace, development, human rights and democracy;

ACKNOWLEDGING that the UTC was formed in exile on 9 August 2022 by the representatives of democratic forces of the Belarusian society to defend the independence and sovereignty of the Republic of Belarus, represent the national interests of Belarus, restore constitutional legality and the rule of law, create conditions for fair and free elections, ensure peaceful transition and secure a democratic change in Belarus;

CONSIDERING the challenges and opportunities facing democracy in the current global and regional environment, the diplomatic tools and capabilities of the PSCD and the UTC, as well as the potential for a partnership to support further consolidation of democratic efforts, as outlined in the Warsaw Declaration, in order to secure democratic freedoms for the people of Belarus;

AFFIRMING the importance of coordinating both Parties' efforts to attain their above-mentioned common objectives;

HEREBY AGREE to enter this MoU:

ARTICLE I THE OBJECT

1.1 The Object of this MoU is to strengthen cooperation between the PSCD and the UTC for the peaceful democratic transition in Belarus and support for safeguarding civic rights and freedoms for the people of Belarus by establishing a framework related to the modalities of cooperation between the Parties hereto in the areas defined by common consent.

ARTICLE II AREAS OF COOPERATION

2.1 In pursuit of the aim of this MoU, the PSCD and the UTC have agreed to cooperate, inter alia through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 3.2 of this MoU, on the issues indicated below, and in any other area of common interest that may be subsequently defined by the Parties:

- a) Strengthening of international support for free and fair elections in Belarus,
- b) Promoting discussion and dialogue on support for peaceful democratic transition of rule in Belarus,
- c) Developing initiatives focused on support for democratic civil society activities,
- d) Promoting cooperative work in the area of inclusive participation in democratic processes, in all levels of democratic governance,
- e) Generating possible collaboration on the international outreach and democracy initiatives strengthening democratic participation.

ARTICLE III COOPERATION MODALITIES

3.1 This MoU shall provide the working framework for inter-institutional dialogue and cooperation between PSCD and the UTC, including the following modalities, as a means to carry out such cooperation:

3.1.1 The Parties shall invite each other to attend their fora wherein they discuss their strategic priorities related to the aforementioned areas of cooperation, pursuant to their corresponding rules and procedures.

3.1.2 The Parties shall engage in mutual consultations and shall prepare joint work plans and projects, as needed to operationalize their collaboration, by defining activities to be undertaken, as well as the appropriate bodies to carry them out.

3.1.3 The Parties shall organize bilateral consultation meetings as needed in the context of the implementation of joint projects.

3.1.4 The Parties shall strive, within the context of their joint cooperation activities, to exchange experiences and good practices in the areas of mutual concern.

3.1.5 Each Party shall strive, in a manner that is appropriate within its own working framework, to respond favorably to any cooperation requests pursuant to this MoU.

3.2 Once the Parties determine what cooperation programs shall be implemented, and once authorization and the respective funds have been obtained, the Parties shall enter into a supplementary agreement that shall include the terms and conditions applicable to said cooperation program. Each supplementary agreement shall be signed by the Parties duly authorized representatives, and shall be governed by this MoU, unless expressly modified by the Parties by means of such instruments.

ARTICLE IV FINANCIAL PROVISIONS

4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this MoU in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V EXCHANGE OF INFORMATION AND DOCUMENTS

5.1 Intellectual Property rights to all new materials to be developed under this MoU shall be regulated by means of supplementary agreements to be signed by the Parties' duly authorized representatives pursuant to Article 3.2, with the intent that both Parties shall jointly enjoy intellectual property rights to such new materials.

5.2 Subject to any necessary adjustments to be made in the interest of preserving the confidential or restricted nature of certain information and documents, the Parties undertake to exchange information on matters of mutual interest.

ARTICLE VI COORDINATION AND NOTICES

6.1 The UTC, through its Secretariat, and the PSCD through the Secretary General of the Community of Democracies, shall be the bodies entrusted by each Party with coordinating this MoU, and shall receive all correspondence concerning matters envisaged in this MoU.

6.2 All notices and communications shall be addressed to the aforementioned bodies and to the coordinators indicated as follows, and shall be sent to the addresses and emails also indicated below:

United Transitional Cabinet of Belarus
(UTC)

ul. Stefana Batorego 18-108
02-591 Warsaw, Poland

Email: office@belaruscabinet.org

The Permanent Secretariat of the
Community of Democracies (PSCD)

al.Ujazdowskie 41 00-540 Warsaw,
Poland

Tel: +48 22375 90 00

Fax: +48 22 319 5628

Email:

madomenas@communitydemocracies.org

6.3 Any communications and notices issued under this MoU shall be valid only when they are addressed by email or post to the abovementioned bodies and coordinators. Whenever communications are delivered by email, they shall be valid only when they are sent directly from the email of the coordinator of one of the Parties to the email address of the coordinator of the other.

6.4 Either Party may change the responsible unit within its structure, or the indicated address, telephone, fax, or email by notifying the other Party about it in writing.

ARTICLE VII PRIVILEGES AND IMMUNITIES

7.1 No provision herein constitutes an express or implied waiver to any of the privileges and immunities the Parties may enjoy, pursuant to the agreements and laws on the matter, and the principles and practices that inspire international law.

ARTICLE VIII DISPUTE SETTLEMENT

8.1 Any dispute that may arise over the interpretation or enforcement of this MoU, or the supplementary agreements that may be entered into by virtue of this MoU, which cannot be settled amicably between the Parties, shall be subject to an arbitration procedure mutually agreed upon by the Parties. The arbitrator's award shall be final, binding, and not subject to appeal.

ARTICLE IX AMENDMENT

9.1 This MoU may be amended by common consent expressed in writing by the Parties' duly authorized representatives. The instruments expressing these amendments shall be annexed to this MoU and shall become an integral part hereof.

ARTICLE X

ENTRY INTO FORCE AND TERMINATION

10.1 This MoU has been written only in English and shall enter into force from the time it is signed by the Parties and shall remain in force pursuant to the provisions in Article 10.3 below.

10.2 This MoU may be terminated by mutual consent or may be regarded as terminated by either Party by means of a written notice to be sent to the other Party at least three months in advance. Nevertheless, termination of this MoU shall not affect any supplementary agreements the Parties may have entered into for implementation of the activities and projects under Article 3.2 and which are duly financed; such supplementary agreements shall remain in force throughout their duration, unless the Parties decide otherwise.

10.3 Termination of a supplementary agreement entered into under Article 3.2 by either Party shall not affect those irrevocable obligations undertaken by the UTC and PSCD as regards to the cooperation projects or activities that may be the object of said agreement, prior to receiving the notice of termination.

IN WITNESS WHEREOF, the Parties by means of their duly authorized representatives enter into this MoU in four original instruments, at the place and date indicated below.

THE UNITED TRANSITIONAL
CABINET OF BELARUS

THE PERMANENT SECRETARIAT
OF THE
COMMUNITY OF DEMOCRACIES

Sviatlana Tsikhanouskaya
President-elect of Belarus

Dr. Mantas Adomėnas
Secretary General

10 January 2025, Warsaw