

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

LOCATION

(hereinafter referred to as “UNHCR”)

AND

MAPENDO INTERNATIONAL

(hereinafter referred to as "Mapendo")

ON

“STRENGTHENING OPERATIONAL PARTNERSHIP”

WHEREAS,

the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as “UNHCR”) is a subsidiary organ of the United Nations, having its headquarters at 94, Rue Montbrillant 1202 Geneva, Switzerland,

WHEREAS,

Mapendo International (hereinafter referred to as Mapendo) having its Headquarters located at 689 Massachusetts Avenue Cambridge Massachusetts, USA, is an international NGO;

NOW THEREFORE UNHCR AND MAPENDO AGREE AS FOLLOWS:

I. OBJECTIVE OF THIS MEMORANDUM OF UNDERSTANDING

1.1. The aim of this Memorandum of Understanding (MOU) is to establish a framework for strengthening operational partnership between the office in **Location**, and Mapendo. Under the auspices of this framework, the Parties shall develop specific activities, projects or programmes to be implemented in a spirit of co-operation and common commitment to further the protection and assistance of recognized refugees and other persons of concern to UNHCR and to seek solutions for their problems. Respecting the separate mandates and activities of each organization, the MOU accordingly outlines areas for collaboration.

1.2 The activities to be carried out in furtherance of this MOU shall be focused mainly on the country operations covered by the UNHCR Office in **Location** and any other locations as may be prescribed by both Parties to the agreement. Such activities and areas of cooperation shall include but are not limited to conducting resettlement interviews and preparing Resettlement Registration Forms, legal assistance, medical services, psycho-social counselling, best interest determinations, profiling and health focused projects and any other areas of cooperation as may be mutually agreed upon by both Parties.

1.3 Recognizing the human and other resource implications of the objectives of this MOU, due diligence shall be made to efforts to support each other in these respects to the extent feasible and in the appropriate manner.

II. BACKGROUND

2.1. The mandate of UNHCR is to protect refugees and find durable solutions for their situation. It provides overall coordination and monitoring of the refugee programmes globally. Mapendo's mission is to identify, protect and care for people fleeing war and violence whose lives are in imminent danger and who have fallen outside existing aid efforts:-

2.2 Limited resources and growing protection needs of refugees have made it increasingly important for non-governmental organizations (NGOs) to work in concert with UNHCR in better addressing these needs. Mapendo would like to join forces with UNHCR to come to the aid of particularly desperate refugees in need of resettlement as a protection tool or a durable solution.

2.3 The Strategic Use of Resettlement is the “the planned use of resettlement in a manner that maximizes the benefits directly or indirectly, benefits other than those received by the refugee being resettled. Those benefits may accrue to other refugees, the hosting state, other states or the international protection regime in general (Working Group on Resettlement, 2003).”

2.4 Pursuant to UNHCR's global strategic objectives, resettlement activities will be diversified in different operational contexts to improve access for refugees as well as improve operational standards and co-ordination of activities. Efforts will be made to deliver a more coherent and predictable resettlement programme that addresses the needs of refugees with diligence, transparency and accountability.

2.5 Addressing the durable solution needs of refugees in the regions covered by UNHCR in **Location** will have a strategic and wider impact on these refugee populations. Resettlement will serve as an act of burden and responsibility sharing between the countries in these regions and the international community, thereby relieving the former from a portion of its refugee population. Resettlement will also assist in sustaining asylum in these regions by providing a concrete example of the availability of durable solutions, and may eventually contribute to improvements in the conditions of asylum for refugees remaining in these regions or for those who are newly arriving.

2.6 UNHCR and Mapendo therefore recognize the scope that exists for stronger collaboration in what they view as mutually shared goals and objectives in this respect.

III. GOVERNING PRINCIPLES

3.1. The Parties hereby agree that activities agreed and implemented pursuant to this framework agreement shall be based, first and foremost, upon the principles contained in their respective mandates. In the case of UNHCR, this includes the Office's Statute, international instruments governing the rights of refugees, decisions and conclusions adopted by the Executive Committee of the High Commissioner's Programme and relevant General Assembly Resolutions. In the case of Mapendo, which is a Humanitarian International NGO established in **Location** registered with the NGO Board of **Location** in **Year**, regard shall be paid to its Mission Statement, and in particular to Article II, Main Objective, which states, “the main purpose of the Organization is to address the critical and unmet needs of conflict... affected people.” And to article 2.2.G, which states that Mapendo can, “enter into any arrangement with any governments, local or international non-

governmental organization or other aid-providing entities that may seem conducive to the Organization's objectives.”

3.2. In so far as the activities or projects for collaborative endeavour between the UNHCR Office in **Location** and Mapendo will be subject to a separate agreement in the form of an exchange of letters between the two organizations, the actions of the two organizations, while determined by their respective mandates, will thus be planned and carried out in accordance with UNHCR's priorities and guidelines as deemed appropriate by UNHCR as the lead agency responsible for refugee affairs in the region. In this regard, Mapendo shall be an operational partner of UNHCR in accordance with the terms of this MOU.

IV. ROLE AND RESPONSIBILITIES OF MAPENDO

4.1. In carrying out the activities that may be agreed pursuant to this MOU, Mapendo shall demonstrate professional working knowledge of international refugee law as per the 1951 Refugee Convention, other legal instruments on refugees, and other recognized sources. It shall also demonstrate ability and willingness to work in accordance with UNHCR's global and country-specific policy guidelines.

4.2. Further to the foregoing, Mapendo shall pay special diligence to the following core values, namely:

- a. Treatment of all persons equally and with respect
- b. Ensuring high standards of integrity and avoiding conflict of interest
- c. Promoting a harmonious workplace, including the safety, health and welfare of staff.
- d. Ensuring due diligence and accountability
- e. Demonstrating ethical compliance and respect for human dignity and human rights
- f. Upholding professionalism and non-discrimination
- g. Compliance with the UNHCR Code of Conduct (Annex C), particularly ensuring that safeguards are in place to prevent fraud, corruption or unlawful acts of conduct
- h. Avoiding actions or activities which are inconsistent with the letter and spirit of this MOU.

4.3. Mapendo personnel shall refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations. Among others, Mapendo shall not engage in any activity considered to be incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR without discrimination. It shall take all necessary steps to prevent, oppose and combat all exploitation and abuse of refugees and other persons of concern to UNHCR, and will uphold the principles of the United Nations.

4.4. In its work on individual cases as may be agreed under the framework of this agreement, Mapendo shall ensure close cooperation with UNHCR both in sharing information and ensuring consistency with UNHCR's policies and practices for refugee resettlement delivery. According to the terms that would be agreed to accordingly, Mapendo shall refer such cases to UNHCR for follow-up action as deemed appropriate by the latter.

4.5. Subject to the Parties' respective constituent instruments, decisions of competent agency organs or other relevant considerations, Mapendo may support UNHCR in meeting its resettlement capacity by deploying its personnel to UNHCR to assist in the implementation of mutually agreed activities or functions. The terms and conditions of such deployment shall be the subject of a separate deployment agreement. In such cases, Mapendo shall remain responsible for the insurance, accommodation, salary and other entitlements of the deployed personnel.

4.6. In the case of specific collaborative endeavours and the assignment of its staff to UNHCR, Mapendo shall safeguard and keep confidential any and all unpublished information made known to it by Mapendo personnel during the course their deployment to UNHCR or as a result of its collaborative endeavours with UNHCR established under the auspices of this agreement. It shall not publish any reports or papers, including strategy papers, on the basis of information obtained in the course of the deployments without the express prior permission of UNHCR. It shall also exercise due care in all matters to avoid conflict of interest and to uphold strict confidentiality with respect to refugees and co-workers in accordance with the UNHCR's Code of Conduct.

V. ROLE AND RESPONSIBILITIES OF UNHCR

5.1. UNHCR shall assist Mapendo in the implementation of the activities that may be established pursuant to this MOU by making available to it information as agreed between the Parties and in accordance with confidentiality guidelines, the support of its personnel, or other resources as may be mutually agreed upon. It shall, where feasible and on such terms as may be specifically agreed, provide Mapendo access to its facilities to carry out the activities agreed pursuant to this MOU, including communication facilities for Mapendo staff working under the terms of this MOU and subsequent Letters of Understanding.

5.2. Any assets financed or donated by UNHCR for use by Mapendo in activities agreed pursuant to this MOU shall remain the property of UNHCR. The details and specific terms and conditions for the use of such assets shall be detailed in Right of Use Agreement or other agreement pursuant to which such activities will have been agreed. Mapendo shall be responsible for the proper use, custody, maintenance and care of all such assets, and shall return them to UNHCR upon termination of this Agreement or conclusion of the specific project or activities pursuant to which they were provided.

VI. GENERAL CONDITIONS

6.1 The confidentiality of any information pertaining to any individual or group of beneficiaries of activities governed by this MOU and subsequent agreements shall be strictly and duly respected.

6.2. The Parties agree to fully cooperate and act in consultation with each other and to avail themselves of each other's advisory services during the implementation and performance of this MOU and any Letter of Understanding or other agreement made pursuant to it.

6.3. As and when considered to be necessary or useful, UNHCR may include Mapendo staff in its training activities and/or as stipulated in Letters of Understanding or other agreements by which the Parties may agree to activities to be undertaken under the framework of this MOU.

6.4. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU or subsequent agreement or its breach, termination or invalidity. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules, or according to such other procedure as may be agreed between the Parties.

6.5 Nothing in this MoU shall be deemed a waiver, express or implied, of any privileges or immunities enjoyed by UNHCR.

VII. ENTRY INTO FORCE AMENDMENT OR TERMINATION

7.1. This MOU shall take effect upon its signature by both Parties and remain in force until 31 December 2009, upon which the Parties may decide by mutual written consent to extend its validity on the same or such other terms as they may agree.

7.2. The MOU may be amended at any time during its validity by the mutual written consent of the Parties.

7.3. Either Party may terminate the MOU by giving to the other written notice of its intention to do so. The MOU shall stand terminated upon the expiry of 30 days from the date of such notice, subject to the satisfactory disposal of all rights, matter, activities or issues that would otherwise linger to the detriment of on or the other Party.

Signed by the duly authorized signatories of the Parties in **Location**, this **Date** in four equally authentic original copies in the English language, two copies each for each of the Parties.

**For the Office of the United Nations
High Commissioner for Refugees:**

Name: _____

Title: _____

Signature: _____

For Mapendo International:

Name: _____

Title: _____

Signature: _____

SAMPLE