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**United Nations High Commissioner for Refugees United Nations Children’s Fund**

**Letter of Understanding**

**between**

**The Office of the United Nations High Commissioner for Refugees**

**and**

**The United Nations Children’s Fund**

**for Collaboration in [*name of country*]**

**during the period [*start and end date of the term*]**

**The Office of the United Nations High Commissioner for Refugees** (hereinafter referred to as “UNHCR”) and **the United Nations Children’s Fund** (hereinafter referred to as “UNICEF”) both hereinafter collectively referred to as, the “Parties” and individually as the “Party”),

**RECALLING** that UNHCR, on the basis of its Statute of 1950, the 1951 United Nations Convention relating to the Status of Refugees, and subsequent resolutions of the United Nations General Assembly, is mandated to provide international protection, assistance and solutions to refugees and other categories of persons of concern;

**RECALLING** **FURTHER** that UNICEF is mandated by the United Nations to advance, within the context of its development and humanitarian action, children’s rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child, and that UNICEF and the Host Government are partners as reflected in the Programme of Cooperation agreed between the Host Government and UNICEF dated [*date of country programme*] (the “[*name of country*] Country Programme”);

**CONSIDERING** that UNHCR and UNICEF have a long history of effective and demonstrated collaboration in humanitarian action and that the effective and predictable partnership leads to better results for populations of concern;

**TAKING NOTE OF** the Memorandum of Understanding dated 14 March 1996 between UNHCR and UNICEF (the “1996 MoU”) which was conceived as a means to promote coordinated action in areas of common interest to the Parties and in which emphasis was placed on ensuring the predictability of their partnership and bilateral cooperation¸ and taking note further of the Joint Letter of 27 October 2011, signed by the United Nations High Commissioner for Refugees and the Executive Director of UNICEF in New York, addressing the need for strengthened cooperation between the Parties, including through agreements between the Parties at country level; and

**WISHING TO** enter into an arrangement that will document and clarify their collaboration in [*name of country*] and establish operational modalities for their cooperation in [*name of country*] in response to the needs of refugees and host communities.

**NOW AGREE** as follows:

1. **Purpose and Objectives of Collaboration**
	1. The Parties will collaborate in [*name of country*] during the term of this Letter of Understanding, as detailed in this Letter of Understanding, in [*name of country*] in order to maximize synergies between their respective technical and management capacities, availability of resources and response capacities in [*name of country*] before, during and after refugee emergency operations.
	2. Collaboration is based on the fundamental principle that the Government of [Country] has the primary role and responsibility for leading and coordinating the protection and assistance response for refugees on its territory, with the support of UNHCR, as set out in relevant UN as well as UNHCR Executive Committee conclusions.
	3. UNICEF has been called upon by its Executive Board (Resolution 1992/21) “to continue providing emergency assistance to refugee and displaced women and children, particularly those living in areas affected by armed conflict and natural disasters (…) in accordance with its mandate” and “in collaboration with other relevant United Nations Agencies and the international community.”
2. **Areas of Collaboration**
	1. The Parties’ collaboration will include, but not be limited to:
3. Technical support; implementation and provision of services as agreed by the parties; and sector-based coordination within the framework established by UNHCR;
4. Joint advocacy on key issues;
5. Collaboration in risk assessment, contingency planning, preparedness, information sharing and analysis;
6. Collaboration in joint resource mobilization and commensurate visibility of both Parties in external communication materials; and
7. Collaboration in supply management, including regular review of supply consumption, procurement needs, and planning for pre-positioning.
8. **Joint Plan of Action;**
	1. The Parties’ commitment to joint outcomes and the particular substantive areas of the Parties’ collaboration in [name of country], including logistical arrangements and specific timeframes is set out in the Joint Plan of Action attached as Annex A to this Letter of Understanding (the “Joint Plan of Action”). The Joint Plan of Action is an integral part of this Letter of Understanding.
	2. Each Party will take responsibility for resource mobilisation for their respective areas of collaboration in the Joint Plan of Action, unless otherwise agreed. Each Party will give due credit to the complementary roles and collaboration agreed between them and provide commensurate and mutual support to each other’s fund-raising efforts. For certain operations, a decision may be taken to issue a joint appeal. The Parties will participate in consolidated inter-agency appeal processes that include the refugee response. In some refugee situations (often regional situations) UNHCR may coordinate an inter-agency appeal process in which UNICEF would then participate.
	3. As set out in the Joint Plan of Action, the Parties’ collaboration will focus on assistance to refugees and other persons of concern in [name of country] with a special emphasis on: (a) education, (b) health and nutrition, (c) water, sanitation and hygiene (WASH) and (d) child protection. In addition, the Parties will explore further ways to collaborate and may extend their collaboration to cover other related sectors and activities in [*name of country*].
	4. UNHCR and UNICEF will cooperate, whenever appropriate and feasible, in the advocacy and the promotion of the rights of populations of joint concern. This may take the form of joint or coordinated advocacy/ public information. The parties will ensure mutual and commensurate recognition in communication and visibility.

3.5 To enhance the importance of effective responses, whenever possible undertaken in support of national authorities, UNHCR and UNICEF will collaborate to jointly identify risks and ensure that contingency planning and preparedness measures are in place. This should include, based on jointly identified risks, agreements on areas of collaboration for the response. UNHCR will usually lead and facilitate contingency planning for refugee situations with key stakeholders, inviting UNICEF as a key partner.

3.6 The Joint Plan of Action will also define logistical engagements; technical standards; and joint methodologies for data collection, assessment, monitoring and reporting. For refugee situations, existing UNHCR data collection methods should be used (e.g. registration, Twine (<http://twine.unhcr.org/>). Standards should be similar to that of the surrounding national communities except when they do not meet accepted international standards for humanitarian response in emergencies such as those in the UNHCR Emergency manual and Sphere.

1. **Coordination**
	1. The implementation of this Letter of Understanding will be in compliance with the respective administrative and financial rules, regulations and procedures of UNHCR and UNICEF [and will be subject to availability of funds].
	2. The head of each Party’s office for [*name of country*] will meet at least twice per year and when there is a significant change in the situation to discuss and review the Joint Plan of Action and the implementation of their collaboration, including, any policy, strategic security, operational and implementation issues that have arisen or may arise.
	3. In addition, the head of each Party’s office for [*name of country*] will ensure that, among other things, the relevant technical-level officials of the Parties at national and sub-national level meet on a regular basis to share information, discuss issues of particular interest to a given sector and jointly decide the next courses of action with regard to implementation of the Joint Plan of Action.
	4. The Parties will consult each other on key decisions affecting the refugee response in [*name of* country] and each Party will provide at least ninety (90)] days’ notice of any change in the course, priority and capacity of such Party in connection with this Letter of Understanding.
	5. The Parties may decide to enter into further written understandings about the implementation of particular aspects of the Joint Plan of Action should they feel that is necessary.
	6. Any transfer of funds between the Parties will be documented using standard agreement for inter-agency funds transfers agreed to by the United Nations Development Group.
2. **Term and Termination**
	1. This Letter of Understanding will come into force on the day it has been signed by both Parties, and will remain in force until the end of UNICEF’s [*name of country*] Country Programme, unless terminated prior to that date on ninety (90) days’ written notice from one Party to the other. This Letter of Understanding may be renewed at the end of its term.

1. **General Provisions**
	1. Matters relating to public information and phase-out and handover in connection with the Parties’ collaboration will be governed by Article V of the 1996 MoU.
	2. Nothing in this Letter of Understanding will affect the relations of either Party to either its Governing Body or the Parties’ respective contractual relationships or administrative supervision of their operational partners.
	3. This Letter of Understanding can be modified by the Parties at any time by jointly-signed written instrument. If either Party suggests changes to the Joint Plan of Action, such Party must provide the other Party at least [ninety (90)] days’ notice of such changes; it being understood that the Joint Plan of Action can only be modified by the written agreement of the Parties.

6.4 UNHCR and UNICEF shall use their best efforts to promptly settle through direct negotiations any dispute controversy or claim arising out of or in connection with this Letter of Understanding or any breach thereof. Any such dispute controversy or claim which is not settled within thirty days from the date either party has notified the other party of the nature of the dispute controversy or claim and of the measures which should be taken to resolve it shall be referred to the High Commissioner of UNHCR and the Executive Director of UNICEF.

**On behalf of UNHCR On behalf of UNICEF**

The Office of the United Nations High The United Nations Children’s

Commissioner for Refugees Fund

[Name of Representative] [Name of Representative]

Country Representative, [*name of country*] Representative, [*name of country*]
Date: Date:

**ANNEX: UNHCR/UNICEF Country Joint Plan of Action**

Country:

Duration:

This Joint Plan of Action specifies areas of collaboration between UNHCR and UNICEF in XXXX (country office).

This Joint Plan of Action is an annex to the Letter of Understanding between UNHCR and UNICEF dated [*date]*  and is an integral part of that Letter of Understanding between the two Parties. This Joint Plan of Action is based on the premise that UNHCR has the overall leadership and coordination role with respect to the protection of refugees and the overall refugee response, while the design, formulation and implementation of certain activities is complemented by UNICEF in view of its specific expertise and potential programme and partnership linkages to help address longer term aspects and the impact on host communities. This Joint Plan of Action aims to enhance operational effectiveness and optimization of resources to the benefit of refugees and host communities.

UNHCR is responsible for the overall leadership of the refugee response, over and beyond activity in a thematic area.  The Party listed first / in bold will take responsibility for the required action for each particular activity. Where needed action / activities are not specified, it is understood that the lead agency in that thematic area will ensure the required action is taken.  While in some contexts UNICEF may take the lead in a specific thematic area, this will usually be UNHCR. UNICEF’s child protection in refugee contexts will always be integrated in a broader UNHCR-led protection strategy and coordination mechanisms. Co-leads in a thematic area are not encouraged as this may create ambiguity. However, if a co-lead arrangement is agreed, a clear delineation along geographical or other factors should be stipulated. Clear operational strategies for the sector will be developed, outlining the accountability of each of the co-leads.

Below is a format for the plan with a small selection of activities provided as examples; it is not meant to be complete and each country will adapt according to its specific context.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Thematic area** | **Activities/Results** | **Geographic location** |  **Population of concern (refugees in camps/ urban areas; host communities)**  | **Responsible agency** | **Timeframe** | **Remarks** |
|  | Education -:  |  |
| Access to basic education  | 1. Learning spaces established.2. Education supplies procured and distributed to eligible children.3. …….  |  |  |  |  |  |
| Quality education  | 1. Curriculum development and certification2. Teacher training 3. …… |  |  |  |  |  |
|  | Child Protection  |  |
| Child Protection  | 1. Monitoring and reporting mechanism on grave violations (MRM, SCR 1612)2. Sensitisation of communities on child rights3. ………… |  |  |  |  |  |
|  | Health and Nutrition -  |  |
| Immunization and Vitamin A/ Deworming | 1. Provision of appropriate vaccinations.2. Supply vitamin A and deworming medicine for routine annual or semi-annual campaigns.3…… |  |  |  |  |  |
| Maternal and newborn care | 1. Support with supplies and equipment for maternity and new-born care2…….  |  |  |  |  |  |
| Management and prevention of Severe Acute Malnutrition (SAM) | 1.Supply of Therapeutic Items (RUTF, F-75, F-100, ReSoMal)2. Training of staff in management of SAM (according to national protocols or the best available alternative if there is no national protocol).3. …. |  |  |  |  |  |
| Infant and Young Child Feeding (IYCF) | 1. Strengthen community awareness and behaviour change on IYCF.2. …… |  |  |  |  |  |
| Nutrition Surveys | 1. Collaboration on nutrition surveys using UNHCR SENS methodology2. …… |  |  |  |  |  |
|  | WASH |  |
| Access to WASH | 1. Provision of safe water (in term of quality and quantity)2. Hygiene Promotion activities 3. Solid waste mgt4…… |  |  |  |  |  |