

**Add logo of**

**MoU Partner**

**Memorandum of Understanding between**

**The Office of the United Nations High Commissioner for Refugees (UNHCR)**

**and**

**[MoU Partner]**

**on [name area of cooperation]**

**A. Preamble**

1. This memorandum of Understanding (**MoU**) represents an enhanced commitment to the strategic partnership between the Office of the United Nations High Commissioner for Refugees (**UNHCR**) and **MoU Partner**, hereinafter collectively referred to as “**the parties**” and individually as ‘**a party**”. It has been developed in recognition of the respective mandates, responsibilities, strategic objectives and mission statements, as well as the long history of collaboration between the two organizations.

2. UNHCR and **MoU Partner** have previously entered into [name previous global or local agreements of relevance, including amendments and validity if applicable]

3. 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 and to prevent and reduce statelessness.

3. **MoU Partner** is [describe partner: UN agency or (I)NGO, founded when, expertise in following areas of relevance to this MoU].

4. Both parties seek to protect and assist refugees, internally displaced people (IDPs) and affected communities at all stages of displacement, including emergency response and preparedness with a view to the achievement of durable solutions.

5. This MoU applies to the most substantive areas of the Parties’ collaboration and outlines current and future priorities areas for collaboration where the respective and complementary roles, capacities and expertise of the two organisations can be optimised and assistance towards persons of concern improved. As such, it constitutes the basis for the further strengthening of a strategic and operational partnership between the two organizations.

**B. Principles of the partnership**

6. UNHCR and **MoU Partner** are committed to further strengthening their strategic partnership in line with the *principles of partnership* at [name level of cooperation - global, regional and/or national].

7. The parties will ensure *the centrality of protection* in humanitarian action as per the IASC Principals statement of 17th December 2013.

8. Both parties recognise rights-based, age, gender and diversity as well as *community-based approaches* as central to their collaboration.

9. Collaboration between the parties builds upon the respective leadership roles and active membership in relevant [name level of cooperation, i.e. global, regional and/or field-based] *IDP and refugee coordination, policy and advocacy fora.* The parties’ collaboration recognizes especially their work in [name relevant coordination mechanisms, e.g. the clusters, the IASC’s Transformative Agenda, as well as UNHCR’s Refugee Coordination Model if applicable].

**C. Scope and areas of cooperation**

10. UNHCR and **MoU Partner** are committed to strengthening their partnership, at [name level of cooperation] level, and agree to focus their collaboration in the following areas:

***(a) [name area of cooperation 1]***

1. *[name subheading to area of cooperation]*

[describe respective roles and responsibilities of partners in areas where their respective capacities and areas of expertise are complementary and bring benefit to persons of concern]

1. *[name subheading to area of cooperation]*

[describe respective roles and responsibilities of partners in areas where their respective capacities and areas of expertise are complementary and bring benefit to persons of concern]

 ***(b) [name area of cooperation 2]***

[describe respective roles and responsibilities of partners in areas where their respective capacities and areas of expertise are complementary and bring benefit to persons of concern]

***(c) [name area of cooperation 3]***

[describe respective roles and responsibilities of partners in areas where their respective capacities and areas of expertise are complementary and bring benefit to persons of concern]

***(d) [name additional areas of cooperation, if applicable]***

**D. Methods for Cooperation**

11. The parties shall continue their collaborative efforts and undertake their respective roles and obligations under the UNHCR Framework for Implementing with Partners. [describe methods specific to funding arrangements]. Both parties will strive to ensure that negotiations and agreements on projects and budgets are concluded and executed in a timely manner.

13. UNHCR and **MoU Partner** will encourage close cooperation in development of situation-specific response strategies, operation planning and advocacy. The parties will agree on joint actions under specific topics, as required. Strategic partnership consultations will take place at [name level at which such consultations take place, i.e. at HQs, regional or field level] on a regular basis and at least annually at senior management level, including a review of collaboration under this MoU. Functional leads may meet or communicate on a more regular basis in order to advance the objectives of this partnership.

14. Both parties will disseminate this MoU to all their respective offices and field operations and will take steps to promote implementation, including through providing guidance regarding intent and application.

15. The parties designate one senior lead who takes responsibility for the overall vision, strategic direction and delivery in this partnership; for **MoU Partner**, the [name staff position], and for UHCR, [name staff position]. They also designate functional leads to take responsibility for delivering different components of this partnership in their respective areas as required (see annex).

**E. General Provisions**

14. This MoU shall enter into force on the date of its signature by the duly authorized representatives of the parties. It may be terminated by one party providing the other party with written notice three months in advance and can be modified in writing at any time by mutual consent of the parties.

15. The parties will use their best efforts to settle amicably any dispute or controversy arising out of this MoU. Any such dispute or controversy which is not settled amicably may be referred by a party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute or controversy.

16. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and/or of UNHCR (as a subsidiary organ of the United Nations).

Signed:

............................................. .............................................

[name UNHCR counterpart] [name partner counterpart]

[position of UNHCR counterpart] [position of partner counterpart]

Office of the United Nations High Commissioner for Refugees **MoU Partner**

[city, country] [city, country]