

## **Memorandum of Understanding**

**between**

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

**and**

**The World Health Organization (WHO)**

### **I. Preamble**

1. This Memorandum of Understanding (hereafter MoU) is entered into by the Office of the United Nations High Commissioner for Refugees (hereafter referred to as UNHCR), a subsidiary organ of the United Nations, and the World Health Organization (hereafter referred to as WHO), a specialized agency of the United Nations (each, a "Party", and together, the "Parties").
2. UNHCR, on the basis of its Statute of 1950 and 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 to UNHCR and to prevent and reduce statelessness.
3. WHO is the directing and coordinating authority on international health and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries and monitors and assesses health trends.
4. This MoU reiterates the most substantive areas of the existing collaboration between the Parties and outlines priorities for stepping up cooperation and synergizing the respective tools, capacities and expertise of the two organizations to improve assistance towards the beneficiaries.

### **II. Purpose and scope**

5. The Parties seek to reinforce the rights of refugees, internally displaced persons (IDPs), other persons of concern to UNHCR and WHO and affected communities through enhanced partnership in health-related response activities and supporting Member States in their efforts to achieve the 2030 Agenda for Sustainable Development.

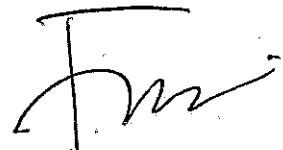


6. The Parties will, for these purposes, develop and/or step-up collaboration at the global, regional and national levels through:
  - i. Working with and strengthening governments' capacity to anticipate, plan for and deliver health services at local and national levels and thereby addressing the health needs of beneficiaries as provided for in this MoU.
  - ii. Reviewing, strengthening and developing joint methodologies to assess, monitor and evaluate the health needs of beneficiaries and developing training materials, operational guidance and guidelines to advance evidence-based best practices for the health-related benefit of beneficiaries.
  - iii. Ensuring a coordinated approach in responses to address the health needs of beneficiaries including through joint communication, collaboration and resource-mobilization.

### III. Principles of Partnership

7. This MoU respects the respective mandates, responsibilities, strategic objectives, mission statements of the two organizations, has drawn on the history of collaboration between them built upon the Memorandum of Understanding signed between the Parties on 17 March 1997 ("1997 MOU") and the 2013 Joint Letter on Strengthened Cooperation in Refugee Emergencies, and has been developed bearing in mind the *Principles of Partnership* (Equality, Transparency, Results-Oriented Approach, Responsibility and Complementarity) endorsed by the Global Humanitarian Platform in 2007 and the spirit and objectives of the Global Compact on Refugees adopted on 17 December 2018 by the United Nations General Assembly in its annual resolution concerning UNHCR (A/RES/73151).
8. The collaboration between the Parties recognizes their leadership roles and engagements in, respectively, the UNHCR's Refugee Coordination Model, the IASC Transformative Agenda and the Cluster system and other relevant coordination, policy and advocacy mechanisms at the pertinent global, regional and field-based levels.
9. In their collaboration and actions pursuant to this MoU, the Parties will ensure the *centrality of protection* as per the Inter-Agency Standing Committee (IASC) Principals' Statement of 17 December 2013 and promote community-based and age, gender and diversity-based approaches.
10. In line with their zero tolerance for sexual exploitation and abuse (SEA), the Parties will carry out all their activities in accordance with the highest ethical and professional standards, both within their respective organizations and externally and collaborate in the prevention, protection from and response to SEA.

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#### IV. Specific Responsibilities of UNHCR and WHO

11. Without prejudice to the above-mentioned or other areas of cooperation, recognizing and respecting each other's respective mandates, and subject to the availability of funds,

##### UNHCR seeks to:

- a. exchange technical guidance with WHO on matters relating to the health of beneficiaries;
- b. collaborate with WHO when negotiating with a government on the provision of health care services to the beneficiaries;
- c. coordinate health sector activities with governments, WHO and other stakeholders and partners, including national and international nongovernmental organizations and international organizations, in order to ensure that the health response for refugees and other beneficiaries is effective in addressing the main causes of mortality and morbidity, and is integrated into national health plans and systems;
- d. strengthen national health services to mitigate the impact on them from the influx of refugees or returnees and extend health services to the host population in agreement with national authorities;
- e. to the extent possible, provide logistical and other support to WHO staff working with UNHCR in the field within the framework of this MoU; and
- f. strengthen the partnership with WHO, including through joint fund-raising, in order to respond effectively to the health needs of beneficiaries.

##### WHO seeks to:

- a. exchange technical guidance with UNHCR on protection-related matters relating to the health of beneficiaries, as well as collaborate with UNHCR when negotiating with a government on the protection-related aspects of provision of health care services to beneficiaries;
- b. assess national/local health system capacity to address the health-related needs of beneficiaries including in relation to large influxes of refugees; support the assessment of the impact of refugees on national health systems and support the monitoring of this over time;
- c. provide support for risk assessment for disease outbreaks and other public health risks at the onset of large refugee and returnee situations;

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- d. contribute technical and policy guidance and resources in support of ministries of health to enhance the quality and coverage of national health systems to facilitate access by refugees and host communities including service delivery and strengthening national health information systems;
- e. where possible, facilitate availability of sufficient health workers and that they have the requisite training, facilitate affordable and equitable access to medicines, medical devices, and other health commodities, and promote health financing in order to address the health needs of beneficiaries;
- f. in conjunction with the competent ministries of health and UNHCR, assist in defining an essential package of health services for the beneficiary population;
- g. advocate with and support governments to review and adapt national and sub-national health policies, strategies, plans, and regulations in order to reflect the health needs of beneficiaries;
- h. leverage and extend WHO Country Health Programme activities to address and integrate the health needs of beneficiaries into the national health system; and
- i. contribute needed human resource support to assist in preventing and responding to major causes of morbidity and mortality in large refugee emergencies or during large disease outbreaks.

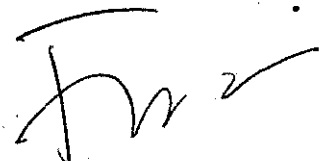
#### **V. Other Areas of Collaboration**

12. The Parties may, through separate written agreements, decide to act jointly in the implementation of activities that are of common interest pursuant to this MoU. Such arrangements will define the modalities of participation of each Party and any financial requirements of each Party.
13. The Parties may, through separate arrangements, seek opportunities to jointly organise and support technical training activities to build the capacity of host governments, other United Nations entities, nongovernmental organisations, civil society and UNHCR and WHO staff on various subjects relating to the health needs of refugees and other beneficiaries.

The Parties will explore cooperation in the areas of staffing to further the purpose of this MoU, including the possible transfer, secondment or loan of their respective personnel.

#### **VI. Organisation of the Cooperation**

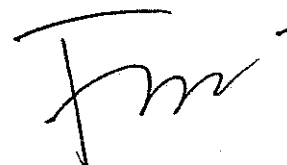
14. Both Parties will disseminate this MoU to their respective offices and field operations and will take steps to promote implementation, including through providing field operations with appropriate guidance.



15. As appropriate, the Parties will endeavour to develop joint country level plans of action based on standardized operational arrangements that may be agreed between the Parties from time to time.
16. The Parties agree to constitute, within three (3) months of the signing of this MoU, a Joint Technical Committee at global level with two to three members from each of the Parties. The Joint Technical Committee will meet biannually to report on the implementation of activities under the MoU and any pertaining action plans, review and assess the progress of such implementation when necessary and propose any revisions and amendments.
17. An annual director-level meeting will take place to take stock of the collaboration and joint strategic, policy, operational, and fund-raising activities.
18. The Parties designate one senior lead each who will take responsibility for the overall vision, strategic direction and delivery of this partnership. UNHCR designates its Assistant High Commissioner for Operations and WHO its Deputy Director-General of Emergency Preparedness and Response. They will also designate functional leads to take responsibility for delivering different components of this partnership in their respective areas as required.

## **VII. Implementation, Financial Obligations and Fundraising**

19. Implementation of any of the activities outlined in this MoU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, internal policies, regulations, and rules.
20. Each Party will bear its own costs and expenses generated as a result of this MoU or any project initiated under this MoU, unless otherwise specifically agreed by the Parties.
21. No transfer of funds between the Parties is envisioned in connection with this MoU and any such transfer of funds would be subject to a separate agreement between the Parties.
22. The most suitable modalities for any joint resource mobilization that is undertaken for activities within the scope of this MoU will be separately agreed upon by the Parties.
23. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this MoU in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.



### **VIII. Responsibility**

24. Each Party will be solely responsible for the manner in which it carries out its part of the activities under this MoU. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this MoU.

### **IX. Intellectual Property Rights, Official Emblems and Logos**

25. Each Party maintains the intellectual property it owns. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage will be on a non-exclusive basis and the Party using the intellectual property of the other Party will strictly comply with the written instructions of the other Party and with its guidelines and specifications. In the event of joint implementation of activities pursuant to this MoU, which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties.
26. Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

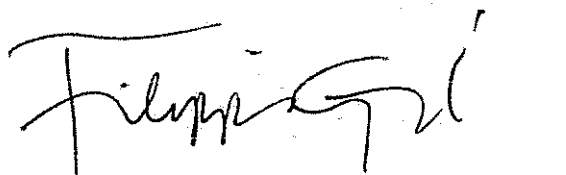
### **X. Final Provisions**

27. This MoU will take effect on the date of its signature by the United Nations High Commissioner for Refugees and the Director-General of WHO. If the signing occurs on different dates, this MoU will take effect on the date of the last signature thereof.
28. Upon becoming effective, the MoU will supersede the 1997 MOU.
29. The MoU can be modified in writing at any time by mutual consent of the Parties.
30. The MoU may be terminated by either Party by providing the other with ninety (90) days written notice. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this MoU as of the time of such notice of termination.
31. Each Party will promptly notify the other Party in writing of any anticipated or actual material factors or developments that are likely to affect the execution of this MoU.



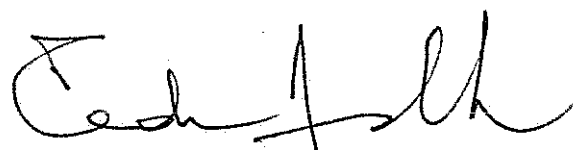
32. The Parties will use their best efforts to promptly settle amicably any dispute, controversy or claim arising out of or relating to this MoU or any breach thereof. Any such dispute, controversy or claim that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures that should be taken to resolve it, will be referred to the United Nations High Commissioner for Refugees and the Director-General of WHO for final resolution.
33. Subject to their respective policies and procedures concerning disclosure of information, WHO and UNHCR may make this MoU publicly available.
34. Any collaboration under this MoU which gives rise to issues relating to the differential status of (a) Member State(s), Member(s), and/or (an) Observer(s) of the respective Parties will be handled on a case-by-case basis.
35. Nothing in this MoU or any document entered into in connection thereof will be deemed a waiver, express or implied of any privileges or immunities enjoyed by UNHCR and WHO.

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



Dr Filippo Grandi  
United Nations High Commissioner for  
Refugees

For the World Health Organization



Dr Tedros Adhanom Ghebreyesus  
Director-General

Date: 21 MAY 2020

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