





MEMORANDUM OF UNDERSTANDING

between

THE UNITED NATIONS OFFICE ON DRUGS AND CRIME

and

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into between the United Nations Office on Drugs and Crime ("UNODC") and the Office of the United Nations High Commissioner for Refugees ("UNHCR"), hereinafter individually referred to as "the Party" and collectively as "the Parties."

In recognition of the complementarities of the mandates of UNODC and UNHCR, UNHCR and UNODC hereby express the intention:

- 1. To hold regular meetings between the High Commissioner for Refugees and the Executive Director of the UNODC to review and evaluate the progress of activities being carried out under the present MOU and to plan future activities;
- To establish regular channels for exchanging information at Headquarters level as well as between field operations of UNHCR and UNODC with regard to ongoing or planned activities;
- 3. That the High Commissioner for Refugees and the Executive Director of the UNODC will designate liaison officers for maintaining regular contacts;
- To ensure cross-representation at meetings dealing with subjects of mutual relevance and ensure consultation between the parties in areas that engage directly the mandate of the other agency when dealing with other relevant international actors;
- 5. To strive to ensure coherence of approach and synergy in the activities in the field, including the setting up of coordination mechanisms specific to the country concerned where appropriate;
- 6. To ensure the dissemination and exchange of relevant information also with a view to identify potential areas of operational cooperation. Specific collaborative projects will be further elaborated as appropriate and development of an action plan could be considered;
- 7. To communicate to all relevant structures within the organizations the existence of the MOU and promote its implementation;
- 8. To ensure that the MOU and any joint work-plans are monitored and evaluated and that updates on its implementation are fed back in regular meetings.

FINANCIAL INFORMATION

This MOU does not create or imply any obligations of a financial nature. In relevant cases, distribution of costs shall be discussed and agreed in the context of each activity.

PERIOD OF PERFORMANCE, MODIFICATION AND TERMINATION

The MOU shall take effect upon signature by both Parties. This MOU shall remain valid indefinitely until terminated by mutual agreement. Either Party may terminate without cause this MOU with ninety days prior written notice to the other.

OTHER

- 1. This MOU may be modified by express written consent of the Parties.
- 2. UNODC and/or UNHCR reserve the right to enter into partnership agreements with other entities for the implementation of the activities described in this MOU, at any time.
- 3. This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations or individuals.
- 4. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by either of the Parties.
- 5. UNHCR and UNODC shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MOU 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 for Refugees and the Executive Director of UNODC.

By signing below, the PARTIES HERETO have executed this MOU in two original copies.

Signed in New York, 31 October 2011

For UNODC

Yury Fedotov

Executive Director

For UNHCR

António Guterres

United Nations High Commissioner for Refugees