

## Memorandum of Understanding

Between

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

And

**The Graduate Institute of International and Development Studies**

Related to

## **Institutional Cooperation**

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### WHEREAS:

The Office of the United Nations High Commissioner for Refugees (hereinafter referred to as “**UNHCR**”) is the United Nations agency mandated to provide international protection and seek durable solutions for refugees and other persons of concern, through operational engagement as well as supervisory responsibilities.

The Graduate Institute of International and Development Studies (hereinafter referred to as “**Graduate Institute**” or “**Institute**”) is an institution of research and higher education dedicated to the study of world affairs, with a particular emphasis on the cross-cutting fields of international relations and development issues. Through its Global Migration Centre and other research centres and programmes, it conducts advanced research and provides policy-relevant expertise and training on the multifaceted causes and consequences of global migration and other related global issues.

UNHCR and the Graduate Institute (hereafter referred to collectively as the “**Parties**” and individually as the “**Party**”) share mutual values, interest and communities, and have cooperated for many years on an *ad hoc* basis. They now wish to enhance and widen such cooperation within an institutional framework and have thus entered into this Memorandum of Understanding (hereinafter referred to as the “**MOU**”) in a spirit of trust and support and long-term relationship.

The Parties hereby agree as follows:

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## **I. Objective of the Cooperation**

1. The Parties hereby agree to support and promote their respective activities, outreach and communities by deepening their understanding of the other and developing opportunities for cooperation.
2. The Parties shall each appoint a focal point responsible for implementing this MOU. Such representatives will meet twice a year to take stock of the activities carried in the period, exchange on developments in their respective organisations and develop a plan for the next year which will be submitted to the signatories of this MOU.
3. Areas of collaboration of the Parties will include (but not be limited) to those set out in Articles II to V below.
4. The Parties agree that this MOU is not a funding arrangement. Any commitment to provide funds in exchange for goods or services by the Parties for any agreed activity will be outlined in separate written agreements and will be independently authorised by the funding Party in accordance with the regulations, rules, policies and practice of the Parties. The Parties agree that this MOU does not provide such authority.

## **II. Academic Cooperation**

1. The Parties will promote the development and implementation of original policy-relevant research projects related to issues pertaining to the Graduate Institute and the mandate of the UNHCR. This may include the realisation of co-branded publication of papers, policy briefs, reports, peer-reviewed journal articles, and other relevant documents or activities.
2. In order to further advance their academic cooperation the Graduate Institute will provide access to its library and UNHCR will provide the Graduate Institute with access to its archives, all in line with UNHCR's archives and data protection policies.
3. The Parties may provide opportunities for in-residence fellowships and exchanges whereby experts of a Party spend a given period of time in residence at the other Party's premises in order to pursue his or her own research. The host Party will ensure that, within the limitations provided in this MOU, the fellow gains access to expertise, resources and working facilities needed for his project.
4. UNHCR will continue to support on a voluntary basis the Institute's Applied Research Seminars, an accredited course for second-year students in the Institute inter-disciplinary master programmes, by regularly providing a research topic of interest to UNHCR which will allow groups of 3 to 4 Institute students to conduct research in an applied setting.

## **III. Internship and Career Opportunities**

1. UNHCR will provide the Institute with information on internship opportunities, including any internship programme, together with the terms of references linked to the positions offered, in accordance with the rules governing internships at UNHCR.

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2. The Graduate Institute will circulate such opportunities to its students and recent graduates using its internal communications channels.

3. If requested by UNHCR the Graduate Institute will make a pre-selection among its student body and recent graduates and submit to UNHCR a short list of such candidates. UNHCR retains the discretion to consider applications thus made.

4. The successful candidates will agree work assignments, start date, duration and financial conditions of their internship directly with UNHCR and will be responsible for obtaining any required work permits and accommodation. According to Swiss law and the Institute regulations, during the academic year (end-September to December and February to mid-July), Swiss Master students are allowed to work up to 50% (20 hours per week) and the European and non-European students are allowed to work up to 37.5% (15 hours per week). Both categories of students are allowed to work 100% (40 hours per week) during the official academic holidays. As a general rule, internships should be for durations of three to six months (on a full-time basis).

5. UNHCR will provide information about entry-level jobs and other career opportunities that may be of interest to the Institute graduating students and alumni community. The Institute will circulate this information as provided in section 2 above

#### **IV. Joint Outreach**

1. The Parties agree to engage in activities aimed at mutually increasing their visibility and outreach towards the international community. Such activities include joint conferences, roundtables, workshops, panel discussions and other events organised at each other's premises or other partner organisations. Members of the UNHCR will be invited on an annual basis to a networking event organised at the Graduate Institute during which they will get the opportunity to visit the campus premises and learn more about the activities undertaken by the Institute.

2. The Graduate Institute will serve as a platform for multi-stakeholder dialogues at the disposal of UNHCR. The Institute will graciously make available to UNHCR its conference facilities in the Campus de la Paix, where available and on a preferred tariff basis.

3. The Graduate Institute will invite the High Commissioner or UNHCR senior staff to give a keynote address and/or participate in panels at the Institute as convenient to both Parties.

4. The Parties will engage in planning and execution of dissemination activities, issuing joint press releases or news items and mentioning each other at public appearances if and when appropriate.

#### **V. Executive Education**

1. The Graduate Institute will provide UNHCR representatives with all relevant information and access to professional and training opportunities through its executive education programmes.

2. The Parties will explore opportunities for custom-made executive education programmes aimed at supporting UNHCR human resources development programmes.

3. The Institute will offer UNHCR with a special rate for the participation of UNHCR representatives in any executive education programme of the Institute.



## **VI. Intellectual Property**

1. Each Party retains all right, title and interest to its own work and any intellectual property rights therein. This MOU does not give either Party any license of use or right over the intellectual property of the other Party. The use of trademarks of either Party is strictly prohibited without the owner's prior written consent.
2. Neither Party will use the name, the emblem or any other insignia of the other Party, or an abbreviation thereof, in any form of publicity or disclosure in connection with its business or otherwise, without prior written consent by an authorised representative of the Party in each case.

## **VII. General Provisions**

1. This MOU may be amended by written agreement between the Parties hereto. Any relevant matter falling outside the scope of the specific provisions in this MOU will be settled by the Parties in a manner consistent with the objective of the MOU and favourable to continued good relations.
2. This MOU does not create a legal relationship or partnership between the Parties. Each Party reserves the right to carry out independent research or enter into collaborations or partnership agreements with other entities for the implementation of the activities described in this MOU, at any time. Nothing in this MOU shall prevent UNHCR or the Graduate Institute from using its own staff for the activities described in this MOU.
3. The Parties shall each be responsible for their own staff, and other personnel or subcontractors, and shall defend, indemnify and hold each other harmless with respect to any claims or liabilities arising in connection with their respective activities under this MOU, or any claim brought by any third parties for damages, injury or death as a result of any negligent act or wilful omission by their respective staff, other personnel or sub-contractors.
4. All materials owned by one Party and used for the purposes of this MOU shall remain the property of that Party, unless the owning Party decides otherwise. In this case, the transfer of ownership shall be made in accordance with each Parties rules, policies, and procedures governing the transfer of ownership.
5. Nothing in or relating to the MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or of UNHCR.
6. The Parties undertake to settle by negotiation and in good faith any disagreement or dispute arising out of the application or interpretation of this MOU. If the dispute or disagreement cannot be settled by means of negotiation, it will be submitted to arbitration under UNCITRAL rules. In no circumstances shall the Arbitral Tribunal have the authority to award punitive damages.
7. This MOU shall enter into force upon signature by the authorised representatives of the Parties and shall remain valid for an initial period of three years. It will be automatically renewed from year to year unless notice is given by one Party to the other three months before termination.
8. Either Party may terminate this MOU at any time and without cause by giving six (6) month's written notice to the other Party. The Parties will use their best efforts to minimize the costs that may arise out of an early termination. The obligations assumed by the Parties under this MOU shall

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survive its termination to the extent necessary to permit the orderly conclusion of the activities and the settlement of accounts between the Parties.

This MOU is signed in two original copies, of which one will be kept by UNHCR and one by the Graduate Institute.

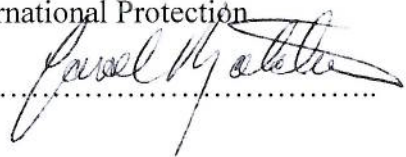
Geneva, 4 November 2015.

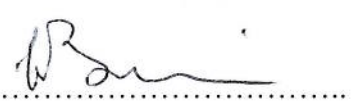
On behalf of the Office of the United Nations High Commissioner for Refugees:

On behalf of the Graduate Institute of International and Development Studies:

Ms Carol Batchelor, Director of International Protection

Mr Philippe Burrin, Director

  
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