



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS HUMAN SETTLEMENTS  
PROGRAMME  
(UN-HABITAT)**

**AND**

**THE UNITED NATIONS HIGH COMMISSIONER FOR  
REFUGEES (UNHCR)**

**DECEMBER 2003**

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# MEMORANDUM OF UNDERSTANDING

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## THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME (UN-HABITAT)

AND

## THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (UNHCR)

*Whereas*, the United Nations Centre for Human Settlements, established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977 and transformed into the United Nations Human Settlements Programme (hereinafter referred to as "UN-HABITAT") by its resolution 56/206 of 1 January 2002, is mandated by the United Nations General Assembly to promote socially and environmentally sustainable towns and cities with the goal of providing shelter for all, and

*Whereas*, the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR"), established by the General Assembly of the United Nations by its resolution 428 (V) of 14 December 1950, is mandated to provide international protection to refugees and to seek solutions to their plight and, by virtue of subsequent resolutions of the General Assembly, the Economic and Social Council and the Executive Committee of UNHCR, to provide international protection and assistance to other individuals and groups of persons regarded as falling under its competence,

*Whereas*, in the context of the *Declaration on Cities and Other Human Settlements in the New Millennium* (A/RES/S-25/2) of June 2001 (herein referred to as the *Declaration*), Governments undertook "to address seriously the challenges to human settlements posed by wars, conflicts, refugees and human-made disasters, [...] through enhanced international cooperation mechanisms, to support post-conflict and post-disaster countries, with special emphasis on the provision of shelter and other basic services, in particular to vulnerable groups, refugees and internally displaced persons, as well as to facilitate restoring security of tenure and property rights" (no. 55) and resolved "to strengthen international cooperation, including burden-sharing in, and the coordination of humanitarian assistance to, the countries hosting refugees, and to help all refugees and displaced persons to return voluntarily to their homes, in safety and dignity, and to be integrated smoothly into their societies." (no. 58),

*Whereas*, UN-HABITAT and UNHCR are convinced that the right to adequate housing as a component of the right to an adequate standard of living, is a right to be safeguarded and realized for and by refugees and others of concern to UNHCR, be it in the host country or the country of origin, including to allow their return in safety and dignity,

*Whereas*, UN-HABITAT and UNHCR propose to formalize cooperation arrangements within the parameters provided in UNHCR's *Framework for Durable Solutions for Refugees and Persons of Concern* (herein referred to as the *Framework*), in order to support UNHCR's current activities undertaken in the housing, land and property area.

*Now therefore*, UN-HABITAT and UNHCR (hereinafter referred to as the "Parties") wish to enter into this Memorandum of Understanding (hereinafter "MOU") to establish a framework for mutual collaboration.

#### *Article 1*

### **PURPOSE AND SCOPE**

1. The purpose of **this MOU is to enhance cooperation between** both Parties, especially by facilitating systematic, predictable, cooperative action between the two organizations, while building on the recognized expertise and complementarity of each organization.
- 1.2 The Parties agree to pursue the actions identified in the *Declaration*, in particular those relating to refugees and others of concern to UNHCR, and to seek to give effect to the overall objectives of the *Framework*, *inter alia*, by sharing burdens and responsibilities equitably, building capacities to receive and protect refugees and other persons of concern to UNHCR, redoubling the search for durable solutions, and to bridge any gap between relief and development.

#### *Article 2*

### **JOINT PROJECTS AND MAIN AREAS OF COLLABORATION**

- 2.1 The Parties agree to engage in joint efforts, whether consecutive, parallel or complementary, with respect to, and without being limited to, the following areas of work and phases of the displacement cycle, based on availability of resources:
  - a) The provision of technical advice in relation to shelter (including water supply development and construction of sanitation facilities) and related environmental issues from the inception of any operation for the purpose of planning for and addressing short, medium and long-term needs at the earliest opportunity;
  - b) The assessment, planning and implementation, in consultation with national and local authorities, of rural settlement projects, be they for local settlement/integration, or reintegration after return;
  - c) The provision of low-cost and environmentally-friendly housing for refugees and returnees:

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*[Signature]*

- d) Assistance to national and local authorities in the development of:
- an appropriate legal set-up for land, housing and property restitution and/or compensation where restitution is no longer possible or desired;
  - land and real property registries, cadastre;
  - land and property audit, and field surveying;
  - support for returnees, or refugees integrating into local communities, to restore or acquire security of tenure and property rights.
- e) Capacity development of national and local authorities

2.2 In addition, in relation to **Local Settlement/Local Integration**, possible areas of cooperation between the Parties could include the following:

- a) *Rural settlement planning*: As rural settlement planning is multi-sectoral in scope, involving support by various agencies, especially rurally based agencies and NGOs, technical support, in collaboration with other support agencies;
- b) *Water supply development and construction of sanitation facilities*: input to the provision of such facilities and the related capacity building to both the authorities and the beneficiaries to ensure the maintenance and operation of water and sanitation systems;
- c) *Capacity building for low-cost housing construction, and production of housing materials*: The economic fabric for providing livelihoods, including industry and small-medium private sector enterprises, are usually damaged, or in some cases destroyed, in humanitarian crisis situations. In order to reconstruct such local economies, building on the social capital of the community and an essential component for sustainable human settlements development, support for the development of appropriate, environmentally-friendly technologies, planning, and infrastructure investments, including financing and support to local authorities;
- d) *Demarcation and recording of residential and agricultural plots*: In order to minimize major threats to stability in the post-crisis context regarding housing and land property rights, and as part of the reconciliation and reconstruction process, support to national and local authorities to establish or upgrade land and real property registries, to undertake cadastre, land and property audits and related field surveys, and to assist in creating/strengthening national dispute resolution mechanisms.

*Slum upgrading of urban refugee areas:* In promoting key features of its mandate to develop policies and approaches for the elimination of urban poverty and as part of this, upgrading of urban slums and improving living standards and access to utility and provision of infrastructure services, shelter and tenure, support in planning, engineering, financing, enterprise development, and training of local authorities, for enhancing the living conditions of slum dwellers.

2.3 Furthermore, in regard to **Voluntary Repatriation/Return-Reintegration**, possible areas of cooperation between the Parties could include the following:

- a) *Support of Quick Impact Projects (QIPs):* QIPs are designed not only to help returnees, but also members of local communities who, in developing countries, are often as poor and deprived as the refugees themselves. UN-HABITAT could assist UNHCR in complementing the capital investments made under QIPs through capacity building, thereby contributing to their sustainability in the longer-term;
- b) *Property, housing and land tenure issues and returnees:* In order to ensure the restitution of land, housing and property rights held by returnees and their communities and to facilitate legitimate access to land in post-crisis situations, thus minimizing vulnerability of populations to further crisis, activities could be undertaken in conjunction with the relevant authorities to ensure that property rights of displaced populations are respected; that abandoned, misappropriated or unlawfully possessed properties are recovered; or, where restitution is not possible, that legitimate right holders receive fair and adequate compensation; and that a sustainable legal system is set up to manage all land and housing issues in a transparent way, with special attention to women and vulnerable segments of the population.
- c) *Building materials supply and shelter construction:* In order to support shelter construction activities, local enterprise development, both in the supply and manufacture of construction goods and materials.
- d) *Capacity building of returnees/local communities for self-built and sustainable shelter, supply and operations of basic infrastructure and services (water/sanitation/education and health centres):* In order to improve the ability of returnees and local communities to manage and operate basic services and infrastructure and to participate in shelter interventions through self-built construction, support could be provided for the development of appropriate technologies, proper planning and infrastructure investments, including financing and support to local authorities.

- e) *Slum upgrading of urban returnee areas*: In promoting key features of UN-HABITAT's mandate to develop policies and approaches for the elimination of urban poverty and as part of this, upgrading of urban slums and improving living standards and access to utility and provision of infrastructure services, shelter and tenure, support in planning, engineering, financing, enterprise development, and training of local authorities, for enhancing the living conditions of slum dwellers.

The Parties shall undertake to cooperate in policy development, knowledge management (including documentation, extraction of lessons learned and best practices, guidelines, etc.), advocacy and capacity building (including training and support to human settlements). The Parties will endeavour to operationalize these elements in their cooperation.

- 2.5 The Parties will be available to assist in reviewing and providing substantive inputs to each other's publications where appropriate, through both desk reviews of current data and field studies, in particular in relation to those dealing with:
  - a) Shelter and settlements planning;
  - b) Land and property administration and management;
  - c) Protection of land rights and assets, with particular attention to the rights of women;
  - d) Microcredit schemes.
- 2.6 The Parties commit themselves to formulating and strengthening policies and practices to integrate human rights in all aspects of their work, including the full and equal participation of women in human settlements planning and decision-making.
- 2.7 The Parties may agree on further areas of collaboration in the framework of this MOU.

The detailed responsibilities of the Parties with respect to the design, implementation, monitoring and evaluation of the projects and activities that may be jointly carried out in relation to a specific country operation shall be the subject of country-specific agreements reached between the Parties; where appropriate, and depending on the extent of involvement of the Parties in a major operation, the feasibility of establishing coordinating mechanisms, such as Joint Units, might be considered.

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*Article 3***GENERAL RESPONSIBILITIES OF THE PARTIES**

The Parties undertake to work together in the achievement of the objectives of this collaboration in good faith and in a spirit of friendly cooperation, as set out in this MOU.

Each Party shall nominate a "Focal Point" at Headquarters to maintain channels of communication between both organizations.

*Article 4***FINANCIAL ARRANGEMENTS**

4. It is understood that the United Nations Financial Regulations and Rules, as applicable to each Party, shall apply to any activity jointly designed, planned, undertaken or monitored by the Parties.
- 4.2 The Parties may undertake joint fund-raising to ensure adequate funding for joint projects and activities. Each Party shall use funds so generated in accordance with the responsibilities that each Party may have in the implementation of any joint projects or activities.
- 4.3 Whenever possible and as appropriate, each Party shall support the efforts of the other to carry out fund-raising activities for projects or activities in the areas of common interest.

*Article 5***MONITORING, EVALUATION**

5. The Parties shall maintain regular and close consultations to monitor and review the progress of activities for each joint project or activity that may be agreed upon.
  - 5.2 The Parties shall, wherever possible and as appropriate, share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and impact of joint projects or activity and any area of collaboration.
  - 5.3 The Parties shall, wherever possible and as appropriate, undertake joint missions with respect to any joint project or activity, or in relation with any area of collaboration.
  - 5.4 The Parties welcome joint evaluation of the outputs and impact of any joint projects or activity.
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*Article 6*

**APPLICABILITY OF UNITED NATIONS REGULATIONS AND RULES**

6. The United Nations Regulations and Rules, policies and practices shall be applicable to joint projects and activities in any respect, including engagement of staff and consultants, procurement and audit.
- 6.2 It is understood that the cooperation under this MOU shall be carried out on a non-exclusive basis and taking into account the mandates, decisions of their respective Governing Bodies, and operating conditions of each Party.

*Article 7*

**SETTLEMENT OF DISPUTES**

- 7.1 The Parties will use their best efforts to settle amicably by direct negotiations any differences that may arise out of this MOU. Any differences that may not be so settled shall be brought to the attention of the respective Heads of UN-HABITAT and UNHCR for final resolution.


*Article 8*

**ENTRY INTO FORCE, DURATION, TERMINATION AND MODIFICATION**


- 8.1 This MOU shall enter into force on the date of signature and shall remain valid until either party terminates it pursuant to paragraph 2 below.
- 8.2 Either Party may terminate this MOU at will upon providing to the other Party one month notice in writing.
- 8.3 Arrangements set forth in this MOU may be modified upon mutual agreement of the Parties to be reflected in writing by duly authorized representatives of the Parties.

*In witness whereof* the undersigned on behalf of UN-HABITAT and UNHCR, respectively, have signed two (2) copies of this MOU in Geneva, on 17-12 2003.

**For UN-HABITAT**

  
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Anna K. TIBAJUKA  
Executive Director  
UN-HABITAT

**For UNHCR**

  
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Ruud LUBBERS  
High Commissioner  
UNHCR