



**UNHCR**

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Haut Commissariat des Nations Unies pour les réfugiés

UNHCR

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Ref: **Letter of Understanding between the Office of the United Nations High Commissioner for Refugees (UNHCR) and the International Federation of the Red Cross and Red Crescent Societies (IFRC), hereinafter referred to as the "Parties"**

Dear Dr. Gurtner,

### 1. Introduction

Under the overall framework of the Humanitarian Reform Process initiated by the United Nations Emergency Relief Coordinator (ERC) and as agreed by the Inter Agency Standing Committee ("IASC") in December 2005, responsibilities to oversee improved emergency response at a global level have been distributed on cluster lines. UNHCR has assumed the global leadership role for emergency shelter in situations of conflict-induced internal displacement. IFRC has offered to provide leadership and to act as "convener" in the provision of emergency shelter in situations of natural disaster.

### 2. Purposes

The purpose of this letter is to set out the modalities under which the Parties will cooperate together in co-chairing the Emergency Shelter Cluster Working Group (ESCWG), at the global level, in line with the principle of the IASC cluster process and, for IFRC, with due respect of its Memorandum of Understanding with OCHA concerning the Federation's lead in emergency shelter in natural disasters. The letter spells out shared and separate responsibilities.

### 3. Definitions

For the purposes of this letter, it has been agreed that "Emergency Shelter" is defined as:

**"a combination of rapid response options such as tents, insulation materials, other temporary emergency shelter solutions and shelter related non-food items, appropriate and available in the shelter sector to the affected populations in situations where the life and well-being of these populations are threatened and a humanitarian intervention is required".**

.../...

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This definition excludes transitional and permanent housing, but the Parties may eventually jointly decide to amend this.

The term "disaster" is used in its broad sense to include natural and technological hazards, as well as situations of armed conflict.

#### **4. Goals and Objectives of the ESCWG**

The Parties, recognizing the primary responsibility that each has in emergency shelter, i.e. UNHCR for conflict induced displacements and IFRC for natural disasters, confirm that subject to their respective mandates at the global level cluster and network activities for emergency shelter issues in both conflict induced displacements and natural disasters shall be overseen by a ESCWG which shall be based in Geneva and co-chaired by the Parties.

The Parties reaffirm the goals and objectives of the ESCWG aimed at improving the effectiveness and predictability in the provision of services by:

- Increasing the number of qualified professionals available for rapid deployment;
- Strengthening emergency shelter stockpiles and related Non Food Items (NFIs);
- Developing an emergency shelter strategy and guidelines, and tools for assessments, intervention and monitoring alongside training.

#### **5. Capacities and Resources in support of the ESCWG**

UNHCR supports the ESCWG by existing staffing within UNHCR's Technical Support Section (TSS).

IFRC have established a Shelter Department within its Secretariat in Geneva which will also support the ESCWG process. Core IFRC funding will support IFRC's involvement in the ESCWG, with additional funding for supporting ESCWG activities being sought through a global appeal.

#### **6. Shared Responsibilities at the Global Level**

While Emergency Shelter Cluster members and partners encompass a number of UN and international agencies, Non Governmental Organizations (NGOs), the International Federation of the Red Cross and Red Crescent and government representatives at the field level, at the global level the Parties are determined to ensure that closer partnership maximizes coordination and complementarities and, ultimately, achieves greater preparedness in the sector.

Therefore, the Parties, subject to availability of resources, agree that:

the regular meetings of the ESCWG be co-chaired by IFRC and UNHCR alternately;

regarding specific country situation meetings, the Parties agree that in case of conflict induced emergencies ESCWG meetings will be convened by UNHCR and, in case of natural disasters, by IFRC;

the Parties will both contribute to the functions of a secretariat (being a virtual secretariat) serving the objectives of the ESCWG, while recognizing their respective roles in complex emergencies and natural disasters;

the Parties will coordinate and cooperate in overseeing the ESCWG's activities;

where necessary, each Party can call on the other co-chair to complement and support its efforts in carrying out its ESCWG activities; and

the Parties will coordinate their fund raising efforts.

## 7. Responsibilities at the Field Level

The Parties confirm that implementation of emergency shelter activities in the field will not contradict the ESCWG process which aims at supporting the Field when needed, avoid duplication and provide a more predictable and effective response.

## 8. Projectization of ESCWG's Activities

To maximize the capacity of the ESCWG to attain its objectives while endeavouring to enhance the participation and contribution of non-UN actors, the Parties, in coordination with other cluster members, have agreed to re-structure activities within the ESCWG's Implementation Plan as separate projects. Accordingly, the Parties are satisfied that a strategy will be prepared by interested Cluster actors for the implementation of activities foreseen in the Plan including methodology, resource implications, timeframe and possible implementing agencies.

Projectized activities, all related to emergency shelter, include staffing, resource mobilization, training, assessments, environmental impact, information management, early recovery, risk mapping, standard setting, impact indicators and the development of tools and services for emergency shelter clusters in the Field.

## 9. Dispute settlement

Should there be disagreement between the Parties on any point of this letter, the matter will be resolved through negotiation at the level of the signatories.

## 10. Final provisions

The Parties agree to continue to meet on a regular basis to review ESCWG responsibilities.

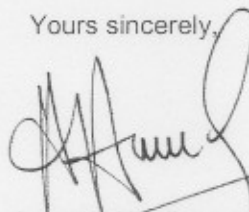
If it is considered advisable to revise or change any terms of this letter, then such revision or change shall only be made with the written consent of the Parties.

Either of the Parties may withdraw from the commitments assumed through this letter for any reason at any time with thirty (30) days prior written notice.

In such case, the Parties undertake to continue to collaborate in good faith with a view to allow for the smooth winding down of any activities governed under the letter.

UNHCR would appreciate if the IFRC signifies its agreement to the terms of this letter by providing an appropriate response in writing.

Yours sincerely,



Arnould Akodjenou

Director

Division of Operational Services