

MEMORANDUM OF UNDERSTANDING UNHCR – NRC
AGREEMENT ON CO- FACILITATION FOR PROTECTION CLUSTER

Mali 2017 - 2018

I. Background and rationale

1. The protection cluster in Mali, led by UNHCR, was activated in April 2012 at the request of the Humanitarian Country team following reports of mass internal displacement due to the conflict in the North of Mali which began in January 2012. The effects of the on-going complex emergency have compounded the pre-existing food security and nutrition crisis to date. As a result, the protection cluster continues adjusting its key objectives and overall protection strategy according to developments of 2013, 2014 and 2017, with due considerations to current challenges being faced by the inter-cluster working group and developments that have an impact both the overall humanitarian situation and current humanitarian coordination mechanisms in place, notably, the election process of 2013, the establishment of the MINUSMA with a Protection of civilians' mandate, the progressive withdrawal of French military forces, the signature of the peace agreement, the voluntary return of IDPs and refugees, the political dialogue with the northern communities.
2. Despite the signature of the Peace and Reconciliation Agreement completed in June 2015 and the ongoing return of IDPs and refugees, more than 10 000 new IDPs have been recorded from January to April 2017. The delay in the implementation of the peace agreement, the limited presence of state authorities including judicial and administrative authorities in the affected areas, the free circulation of weapons and the impunity of criminal perpetrators contribute to the limitation and violation of human rights, including the limited movement of populations, sexual- and gender-based violence, summary executions, arbitrary detention and child abuse. The cluster is re-focusing its efforts to strengthen overall protection information management, monitoring and analysis capacity, both in the areas of displacement and areas of return accordingly to the durable solution strategy of IDP and returnees. It will also coordinate strategic delivery of protection and assistance taking into account the security situation, the capacity of cluster members, the availability of resources and most importantly, the protection and assistance needs of persons of concern.
3. This process requires continuous and strong coordination, leadership, diplomacy, advocacy, technical resources and negotiation on behalf of the protection. Considering the IASC transformative agenda which encourages and supports sharing of cluster leadership, UNHCR will work closely with the Norwegian Refugees Council (NRC) to provide an effective humanitarian response of the protection cluster. UNHCR as lead agency is responsible for the overall implementation of the cluster coordination role in accordance with IASC guidelines on cluster leadership and is accountable for ensuring that the protection cluster is functioning to the highest standards. The Norwegian Refugees Council (NRC) as facilitator is committed to support UNHCR to achieve this responsibility at national and regional level.

4. The purpose of the Memorandum of Understanding is to determine the commitments of the UNHCR and the NRC, set out clear arrangement and ensure mutual understanding of roles, responsibilities and accountability. Therefore, the UNHCR and the NRC (hereinafter referred to as the parties or individually as the party have agreed as follows.
5. The Norwegian Refugees Council (NRC) is an independent, humanitarian, nonprofit and non-governmental organization which provides assistance, protection and durable solutions to refugees and internally displaced persons worldwide.

II. Objectives and activities of the protection cluster in Mali.

6. Strategic objectives

The overarching objective of the lead and facilitation agreement between UNHCR and NRC is to improve the effectiveness of the humanitarian response of the protection cluster in accordance with the Cluster TOR and the IASC guidelines to meet high standards of transparency, predictability and accountability to affected communities.

In line with the strategy 2017, the strategic objectives of the cluster will be as follow:

- Promote equitable access to affected populations, in particular vulnerable groups to basic services such as protection, health, food and shelter;
- Strengthen inter agency and inter sectorial protection activities at national and regional level;
- Strengthen community mechanisms to protect vulnerable populations, resilience and social cohesion;
- Improve the profiling of internally displaced and conflict affected populations, harmonize data collection and disseminate information between partners to improve protection response and support efforts towards durable solutions;
- Improve the monitoring and information management and sharing of data collection;
- Reinforce strategic partnership and promote coordination with the national counterparts, national stakeholders involved in assisting conflict affected population;
- Advocate with government authorities, MINUSMA and other relevant actors to ensure that human rights of forcibly displaced persons are respected in line with international standards;
- Coordinate with government authorities and others stakeholders to improve strategic partnerships.

7. Activities

- Support the delivery of protection services and support mainstreaming of protection into the work of all clusters and government authorities;
- Raise awareness on protection mainstreaming and other protection issues with a wide range of stakeholders;
- Liaise with strategic decision makers and the HC/HCT for the overall humanitarian response;
- Ensure protection cluster planning and strategy development;
- Ensure resource mobilization and allocation;
- Manage data collection, assessments, monitoring, reporting and information management;
- Produce advocacy papers, analytic reports, strategic and operational tools;

- Advocate and liaise with MINUSMA on protection concerns;
- Produce contingency planning;
- Organize capacity building activities and develop tools.

III. Expected outcomes of the partnership

8. In line with the cluster activities outlined in the TORs, it is expected that the lead and facilitation of the protection cluster by the parties will result in the following outcomes:

- Improved protection, particularly for the most vulnerable population including IDPs and returnees;
- More Effective cluster and participative coordination at the national level and sub-national levels and broader geographic coverage of protection response in prioritized regions;
- Improved outreach to mainstream protection sector concerns throughout other Clusters and sectors;
- Improved monitoring, reporting, and response mechanisms in priority areas where gaps exist;
- Improved capacity for national, sub national clusters and regional clusters to manage, analyze and report on existing data of relevance of the cluster and ensure commitments to meet critical gaps identified;
- Established standardized and harmonized tools of data collection, protection monitoring, database development, management and effective leadership in the field;
- Increased capacity for the Cluster to develop key messages for advocacy purposes;
- Increased diversity of organizations participating in the protection cluster and its various sub-groups with an improved representation of all its partners;
- Increased capacity for strategic planning and funding processes.

IV. Time frame

9. The time frame of this Memorandum of Understanding is from 1 April 2017 to 31 March 2018. The MoU will be re-evaluated mid-October. The agreement may be revised and extended with the consent of both parties.

V. Geographic coverage

10. NRC will provide support to the protection cluster in Bamako for the national response and in the regions of Mopti, Gao, Tombouctou and Kidal for the regional support. This coverage will be revised based on mutual agreement between the two parties depending on changing coverage capabilities and changing circumstances on the ground.

VI. Administrative coverage

a) Office use

11. While the NRC Co- facilitator will have an office at the premise of NRC, the NRC staff member's main office will be at the premises of UNHCR Bamako to ensure a better and active collaboration with the

Cluster Coordinator. The staff member will be able to enter the UNHCR premises with his/her NRC ID card.

b) Transportation.

12. NRC will provide with the transportation to and from the office to his/her residence as well as during working hours whenever necessary; UNHCR will provide with transportation during working hours for professional purposes. The Co-facilitator will be able to use the MINUSMA planes when the schedule of the UNHAS' planes does not allow any planned mission to the North of Mali.

c) Tools and equipment.

13. NRC will provide its staff with all the necessary tools (laptop, mobile phone) while UNHCR will also provide with the necessary equipment in the UNHCR premises such as use of internet, fix phone, printer, photocopier, paper, table and chair.

d) Security

14. In case of evacuation of the UNHCR premises, UNHCR will be responsible for, including the NRC facilitator, in its evacuation plan. In case of evacuation from the country, it will be responsibility of NRC. UNHCR should keep the co facilitator informed of any incidents that impede the entrance or exit to/from the UNHCR premises. In case of joint mission (UNHCR Cluster Coordination/NRC Co-facilitator) in the field, each parties will be responsible to inform and follow recommendations of their respective security advisers.

VII. Terms of Agreement

15. As set out in the IASC's generic terms of reference for the cluster leads at the country level UNHCR as lead agency is responsible for the overall implementation of the cluster coordination role in accordance with the IASC guidelines on cluster leadership, including the provider of the last resort. UNHCR is accountable for ensuring that the protection cluster is functioning at the highest standards. NRC will support UNHCR to achieve this goal.

a) UNHCR and NRC roles and accountability

Roles

16. UNHCR will be provider of last resort and accountable for cluster coordination and overall performance of the protection cluster to the humanitarian Coordinator/Resident coordinator. UNHCR will ensure appropriate links with national and local authorities. UNHCR in its role as protection cluster lead, will represent the cluster vis- a-vis humanitarian partners, the humanitarian coordinator and the humanitarian country team NRC will support representation as appropriate and in agreement with UNHCR.
17. NRC, as Co-facilitator, will support UNHCR to carry out activities outlined in the cluster ToR. Activities will be shared and divided according to agreed priorities, objectives and strengths of the personnel assigned. Both organizations are equally responsible for coming to an agreement on a joint work plan that outlines their specific tasks and timeframes.

Accountability

18. The ultimate accountability for cluster coordination and overall cluster performance remains with UNHCR as the cluster lead agency. UNHCR and NRC are ultimately accountable to the affected population they have committed to serve.
19. Both parties having committed to neutrality representing the views of the cluster as a whole, are accountable to the cluster partners for ensuring and encouraging the participation of a broad range of stakeholders including UN agencies, international NGOs, national NGOs and governments in all cluster meetings, activities and mechanisms.
20. In accordance with the IASC guidelines, the cluster lead agency is accountable to the Humanitarian Coordinator and is also the provider of last resort.

b) Provider of the last resort

21. UNHCR, as cluster lead agency, is committed to act as the provider of last resort as defined under IASC guidelines. The commitment to be provider of last resort is an integral part of being a cluster lead Agency and ensures the integrity of the cluster approach and the essence of having a predictable and accountable humanitarian response.
22. By assuming the role of Cluster Co-facilitator, NRC does not take on any responsibility on being provider of last resort. However, NRC will endeavor to support the provider of last resort in order to fulfil this responsibility.

c) Cluster coordination and co facilitation costs

23. The cost of the cluster coordination and the co facilitation will be incorporated into the programming budgets of UNHCR and NRC. They cannot be included in a sub-project agreement between UNHCR and NRC. Beyond that, any earmarked funds received for cluster coordination through jointly submitted humanitarian appeal will be divided between UNHCR and NRC.
24. UNHCR and NRC will divide the costs of the cluster coordination as agreed at the time of submitting for earmarked funding based on the co-facilitation agreement.

d) Generic responsibilities:

25. The NRC Co-facilitator will support the UNHCR protection coordinator to carry out the activities as such:
 - Promote and support accountability to affected populations;
 - Promote protection mainstreaming;
 - Produce reporting and analysis;
 - Carry out advocacy and resource mobilization;
 - Undertake training and capacity building.
26. Monitoring and information management remain the responsibility of UNHCR.

e) Specific tasks

Relations with government counterparts:

27. UNHCR will take the lead with regards to maintaining, fostering and promoting relations and partnership with the government of Mali (GoM).
28. UNHCR will support the NRC facilitator through sharing of information and communications, agreements and other outcomes from GoM liaison that are directly related to the management of the protection cluster and which are required to facilitate coordination and collaboration.
29. Within the scope of carrying out agreed upon roles and in close collaboration with UNHCR lead, NRC facilitator will be supported by UNHCR to communicate and coordinate with government counterparts on behalf of the protection cluster when required and NRC facilitator will ensure that communications and outcomes are shared with UNHCR leads.

Coordination with MINUSMA

30. UNHCR is accountable for overall coordination with various MINUSMA substantive sections. This coordination will be ensured at national and regional level. NRC will support UNHCR coordinator in this coordination role with MINUSMA. If UNHCR is not present in areas where NRC is present, then based on mutual consultation and agreement, NRC will be responsible for coordination with MINUSMA and will report to UNHCR cluster coordinator on discussion and initiatives being undertaken.

f) Representation

31. When representing the Cluster, both UNHCR and NRC are commit to neutrally representing the Cluster and not their parent organization. As lead agency, UNHCR will take the lead with regard to the representation of the cluster.
32. However, whenever possible, both parties should attend meetings that relate to the Cluster or inter-cluster together.
33. Where this is not possible, representation at meetings should be equally and strategically divided through mutual agreement. In any meeting where one party is not present, key talking points should be agreed prior to the meeting and outcomes or minutes of meetings be communicated afterwards.

g) Predictability of staffing, Coordination and division of labor

34. The parties are committed to deploy experienced protection staff with appropriate skills in coordination.
35. In case of emergency evacuation, and if approved by UNDSS, UNHCR and NRC should insure continuity in the work of the cluster. To the extent possible, UNHCR and/or NRC will maintain at least one key focal point to act as lead and co-facilitator as well as a backup staff in case of absence of the lead/ co-facilitator to allow for continuity, uniformity and predictability throughout the period of the MOU. This will also foster improved coordination.

- 36. Both parties commit to sharing all information that relates to the management of the cluster openly with each other. Clear lines of communications will be establishing to this end.
- 37. UNHCR and NRC will ensure a division of the workload in priority thematic areas as decided in the ToR and strategic documents.
- 38. UNHCR will actively support, engage and coordinate with NRC and introduce the MoU and co-facilitation agreement to protection cluster members, other sectorial leads and all related forums. NRC will ensure that it introduces the MOU and explain the co-facilitation agreement in all relevant forums and to all relevant external stakeholders.

h) Supervision and management

- 39. The NRC Co-facilitator reports internally to NRC on the development and implementation of the work plans. The UNHCR Cluster Coordinator reports internally to the Lead Agency. The UNHCR protection cluster coordinator and the NRC Co-facilitator based at national level will support and coordinate the Cluster Coordinators at the regional level.
- 40. Both the UNHCR Cluster Coordinator and the NRC Co-facilitator commit to joint decision making in all aspects of the cluster management, strategy and activities.
- 41. Where disputes arise between Coordinator and Co-facilitator which cannot be resolved, the issue will be handled by the UNHCR Representative and the NRC Country Director.
- 42. UNHCR should encourage and provide space for critical engagement and constructive advice from NRC that is related to the coordination of the protection response and management of the cluster and vice versa. UNHCR and NRC will ensure that such advice is shared in an appropriate forum and handled diplomatically to foster consensus between the lead agency and the co-facilitator.

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Country Representative, UNHCR Mali

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Date:

13/06/2017



Country Director, NRC Mali

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Date:

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