



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**60**  
YEARS ANS



**MEMORANDUM OF UNDERSTANDING**

**between**

**THE OSCE OFFICE FOR DEMOCRATIC INSTITUTIONS  
AND HUMAN RIGHTS**

**and**

**THE OFFICE OF THE UNITED NATIONS HIGH  
COMMISSIONER FOR REFUGEES**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the OSCE Office for Democratic Institutions and Human Rights (“ODIHR”) and the Office of the United Nations High Commissioner for Refugees (“UNHCR”), hereinafter individually referred to as “the Party” and collectively as “the Parties.”

RECOGNIZING the importance of the non-discrimination principle as enshrined in the Universal Declaration of Human Rights and in other international human rights instruments, providing that everyone is entitled to all the rights and freedoms set forth therein, without distinction of any kind;

ACKNOWLEDGING that racism, racial discrimination, xenophobia and related intolerance continue to be amongst the root causes of persecution, leading to forced displacement, as well as to statelessness; and that discrimination affects persons of concern in the various stages of their displacement cycle; and presents a serious obstacle for refugees and internally displaced persons in finding quality protection and durable solutions;

RECALLING the importance of the 1951 Convention Relating to the Status of Refugees and the 1967 Protocol relating to the Status of Refugees, the International Convention on the Elimination of All Forms of Racial Discrimination, the OSCE Ministerial Council Decisions No. 12/04, 13/06, 10/07 and 9/09, and the Durban Declaration and Programme of Action, UNHCR and ODIHR agree to use these documents as a basis for the joint activities foreseen by this MOU;

WHEREAS ODIHR is a specialized institution promoting the “human dimension” of the OSCE, and the implementation of commitments in the field of human rights, democracy and the rule of law; ODIHR’s mandate is, *inter alia*, to monitor and report on hate crimes and responses in the OSCE participating States and on the basis of its mandate, ODIHR has developed programmes to assist participating States in combating hate crimes; and

WHEREAS 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 through its supervisory responsibilities; and

WHEREAS ODIHR and UNHCR wish to collaborate on a variety of activities that involve research, training, monitoring and reporting on issues in the field of racism, discrimination, xenophobia and related intolerance;

NOW THEREFORE ODIHR and UNHCR agree to work together in the following areas:

(1) Cooperative Activities

In recognition of the complementarities of the mandates of ODIHR and UNHCR as regards activities aiming at combating racism, racial discrimination, xenophobia and related intolerance in the region covered by OSCE,<sup>1</sup> initial possible cooperative activities include, but are not limited to, the following:

- a) Providing expert input as requested and as possible for research, projects and other initiatives in the field of racism, discrimination, xenophobia and related intolerance;
- b) Development of a compilation of good practices to combat these phenomena;
- c) Reporting of hate crimes, including systematic and regular contributions by UNHCR to the Annual Hate Crime Reports published by ODIHR, and the use of ODIHR information for UNHCR documents;
- d) Providing joint technical advice to Governments on preventive or legislative measures related to racism, discrimination, xenophobia and related intolerance;
- e) Participation of staff from both Parties in training and other events aimed at enhancing prevention, monitoring and reporting of hate crimes and other manifestations of discrimination and xenophobia;
- f) Participation in relevant meetings, conferences and seminars;
- g) Joint communications and press releases, if and when appropriate;
- h) Dissemination and exchange of relevant information;
- i) Development of pilot projects in line with UNHCR's policy on urban refugees.

Specific collaborative projects will be elaborated in the framework of this MOU and the Parties shall agree on funding, deliverables, timelines and other terms, as required by each particular project.

(2) Term and Termination

This MOU commences upon the date of last signature, shall remain effective for three years and is renewable upon written agreement by the Parties. This MOU may be terminated upon 90 days notice given in writing by one Party to the other.

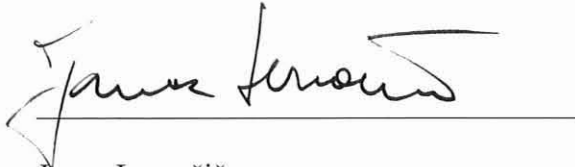
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<sup>1</sup> The 56 participating States of the OSCE are: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Holy See, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, The former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tajikistan, Turkey, Turkmenistan, Ukraine, United Kingdom, United States of America and Uzbekistan.

(3) Other

- a) This MOU may be modified by express written consent of the Parties.
- b) ODIHR 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.
- c) The Parties shall each be responsible for their own staff and other personnel or sub-contractors, and shall defend 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 act or omission by their respective staff, other personnel or sub-contractors.
- d) All materials used for the purposes of this MOU shall remain the property of the Party that produced the material, unless the Party decides otherwise. In this case, the transfer of ownership shall be made in accordance with the Party's rules and procedures governing the transfer of ownership. The use of each Party's logo or name in connection with activities, projects performed or any materials produced under this MoU requires the prior written consent of the other party.
- e) Any dispute, controversy or claim between the Parties arising out of or relating to the present MOU or the breach, termination or invalidity thereof, unless settled amicably within 60 days after receipt by a Party of another Party's request for such amicable settlement, shall be referred by either of the Parties to arbitration in accordance with UNCITRAL arbitration rules. The Parties shall be bound by any arbitration award as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- f) 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.

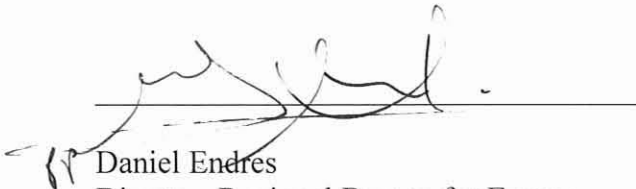
By signing below, the PARTIES HERETO have executed this MOU in two original copies.



Janez Lenarčič  
Director of the OSCE Office for  
Democratic Institutions and Human Rights (ODIHR)  
Warsaw



Volker Türk  
Director, Division of International Protection  
UNHCR Geneva



Daniel Endres  
Director, Regional Bureau for Europe  
UNHCR Brussels



Kasidis Rochanakorn  
Director, Regional Bureau for Asia-Pacific  
UNHCR Geneva

Dated: 22 June 2011