

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

BACKGROUND

Whereas the United States Government supports the efforts of the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR") to enhance its capacity to respond to emergencies, as outlined in Document EC/SC./2/1991/CRP.14, dated 15 September 1991, presented to the forty-second session of the Executive Committee of the High Commissioner's programme;

Whereas the UNHCR is a responsible agency to provide protection and assistance to asylum-seekers and refugees, and an essential part of the assistance rendered comprises the provision of appropriate health services;

Whereas the United States Public Health Service of the Department of Health and Human Services (hereinafter referred to as "PHS") has multiple resources and capabilities in the field of health, has developed strong interest and expertise in international health and emergency response activities, and is willing to make these resources available to UNHCR on a reimbursable basis, as more fully set out below; and

Whereas the parties agree to use their best efforts to collaborate in providing UNHCR with a standby capacity for responding to emergency situations and refining the procedures for the mobilization of technicians as required;

Have reached the following understandings to guide their cooperation:

AREAS OF COLLABORATION

At the request of UNHCR, PHS will provide short-term technical assistance, subject to the availability of appropriate PHS personnel, in areas including, but not limited to, the following:

- * Rapid health and nutrition assessment
- * Improvement of epidemic preparedness and response
- * Prevention and control of communicable diseases
- * Training of local and international health staff
- * Coordination of health care delivery services and nutrition programmes in emergencies
- * Maternal and child health activities
- * Sanitation, water supply, and environmental health activities

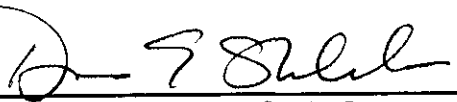
GENERAL CONDITIONS

1. UNHCR will provide PHS with clear terms of reference for all requests for emergency response activities, cover travel and per diem costs and necessary supplies for all PHS staff assigned to these activities, and allow such PHS staff access to necessary data and to appropriate populations required to effectively carry out emergency response projects.
2. PHS staff assigned as short-term temporary advisors under this Memorandum will retain their status as PHS officers or employees with respect to salary, benefits, medical and accident insurance, including insurance for any service-incurred injuries or sickness, and other allowances.
3. PHS staff assigned as short-term temporary advisors under this Memorandum, while acting within the scope of their official duties, will retain their status as PHS officers or employees with respect to liability coverage for damages for personal injury, including death, resulting from the performance of medical or related functions, including the conduct of clinical studies or investigations.
4. This Memorandum being made in the spirit of partnership, the PHS support personnel will work as part of the UNHCR team, and will be accorded the same treatment as regular UNHCR staff. According to instruction, they will work under the immediate direction of the respective UNHCR official charged with the implementation of the emergency operation.
5. UNHCR will assist PHS in obtaining visas and any other relevant travel documents from the relevant local authorities.
6. UNHCR will endeavour, in agreement with relevant national and local authorities, to ensure that the same protection and physical security measures are in place for PHS support personnel as for UNHCR regular staff.
7. PHS and UNHCR will, on a regular basis, exchange information on the progress of emergency operations in which PHS takes part.
8. Consistent with the general framework of the Memorandum, specific details and procedures governing the implementation of this Memorandum will be finalized by way of an exchange of letters between UNHCR and PHS, which will define the precise nature of the project, funding, clearances, staffing, schedules, and the type of technical resources and deployment modalities for the respective bodies of PHS, such as the Centers for Disease Control and Prevention (CDC), Office of Refugee Health (ORH), Indian Health Service (IHS), Agency for Health Care Policy and Research (AHCPR), Food and Drug Administration (FDA), National Institutes of Health (NIH), and Health Resources and Services Administration (HRSA).

9. Requests for short-term PHS assistance under this Memorandum will be made in writing to the Assistant Secretary for Health, Public Health Service, Department of Health and Human Services, Washington, D.C.
10. UNHCR designates the Director of the Division of Programmes and Operational Support, and PHS designates the Deputy Assistant Secretary for International and Refugee Health, as the respective focal points for implementation of this Memorandum. Specific activities carried out under this Memorandum, once agreed upon, will be conducted by direct collaboration between the respective PHS agency and the Division of Programmes and Operational Support of UNHCR.
11. This Memorandum will be effective upon signature and will initially be valid for a period of three years. This Memorandum may be terminated by either party upon 90 days' written notice.
12. This Memorandum may be modified at any time by mutual written consent of the parties.

For the
Department of Health
and Human Services

For the
United Nations High
Commissioner for Refugees



Donna E. Shalala
Secretary



Sadako Ogata
High Commissioner

November 9 1993
(Date)

November 9 1993
(Date)