



MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL DETENTION COALITION

and

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

This **Memorandum of Understanding (MOU)** is hereby entered into between the **International Detention Coalition (IDC)** and the **Office of the United Nations High Commissioner for Refugees (UNHCR)**, hereinafter individually referred to as “the Party” and collectively as “the Parties”.

Recalling the importance of the 1951 Convention Relating to the Status of Refugees and the 1967 Protocol relating to the Status of Refugees, as well as the 1954 Convention Relating to the Status of Stateless persons;

Recognising the importance of the fundamental rights to liberty and security of person and freedom of movement enshrined in the Universal Declaration of Human Rights and in other international human rights instruments and their applicability without discrimination to asylum-seekers, refugees, stateless persons and others of concern to UNHCR;

Reaffirming that seeking asylum is not an unlawful act, and that the 1951 Convention provides that asylum-seekers shall not be penalised for their illegal entry or stay, including by way of detention;

Reiterating that these rights taken together mean that detention of refugees, asylum-seekers and stateless persons should be avoided, be considered a measure of last resort and only be applied according to international standards of necessity and proportionality;

Acknowledging that IDC and UNHCR respectively value their ongoing dialogue and partnership, and that the Parties have worked together successfully in a number of areas, including capacity building, technical advice and research in fields of mutual concern, subject to their respective mandates;

Concerned about the increasing use of detention in some national contexts as well as the substandard or prison-like conditions of some detention facilities; and

Reaffirming their commitment to promoting the many examples of effective alternatives to detention;

The Parties agree to work together, insofar as their respective resources, mandates, rules and other priorities reasonably permit, in the following ways:

- a) Joint advocacy and campaigning to improve detention standards, including mutually promoting and participating in national, regional and international advocacy strategies and public awareness campaigns;
- b) Technical cooperation and capacity-building, including in order to:
 - Strengthen the close cooperation between the Parties at Headquarters, Regional and Field Office levels in capacity building and technical advice activities;
 - Collaborate in the planning, development and implementation of network and capacity-building activities, including joint participation in meetings, conferences, workshops and seminars;
- c) Research, including collaborating on research projects and, as appropriate, joint research studies, as well as dissemination and promotion;
- d) Monitoring, including in order to:
 - Promote and foster the use by stakeholders on the jointly developed monitoring guides and tools;
 - Jointly participate, as appropriate, in monitoring and inspection visits to places of detention;
- e) Information sharing, including through sharing and disseminating information related to detention,



alternatives to detention and freedom of movement to stakeholders and partners;

To achieve these objectives, the IDC and UNHCR will each nominate a focal person within each organisation to work on the above shared priorities at the international and regional levels. These focal persons will work collaboratively to articulate more detailed work plans and to implement the prioritised areas of intervention, as appropriate.

Other

i) This MOU commences upon the date of last signature, shall remain effective for five years and is renewable upon written agreement by the Parties. This MOU may be terminated upon 30 days' notice given in writing by one Party to the other.

ii) 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.

iii) 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. Any dispute between the Parties under or relating to this MOU shall be resolved by a final and binding arbitration held in accordance with UNCITRAL Arbitration Rules.

iv) All materials used for the purpose 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.

By signing below, the Parties hereto have executed this MOU in two original copies.



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Grainne O'Hara
Director, Division of International Protection
UNHCR Geneva



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Jerome Phelps
Director, International Detention Coalition
IDC International Secretariat, Melbourne

Geneva, 10 July 2019