

MEMORANDUM OF UNDERSTANDING

For

Co-operative Activities

Between

United Nations High Commissioner for Refugees (UNHCR)

And

The Organisation for Economic Co-operation and Development (OECD)

1. Purpose of the MOU

This Memorandum of Understanding (“MOU”) between UNHCR and the OECD (individually a “Party” and together the “Parties”) sets out the conditions for co-operation on issues related to refugees and others in need of protection, including their integration into host communities. Any activities conducted under this MOU are subject to their inclusion in the Parties’ respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

2. Areas of Co-operation

The collaboration of the Parties will focus on a number of substantive areas, which will include, but not be limited to:

- the protection and the integration of refugees;
- the inclusion of refugees in development programmes; and
- the development of complementary pathways for refugees and others in need of protection.

3. Forms of Co-operation

The Parties may co-operate by various means, which will include, but not be limited to:

- joint research to support the development of evidence-based policies;
- organisation of joint events with a view to furthering protection of and solutions for refugees and others in need of protection;
- exchange of information, data and policies regarding refugees and asylum-seekers; and
- exchange of staff, subject to separate written agreements between the Parties.

4. Intellectual Property

Recognising the importance of protecting and respecting intellectual property rights and of respecting each Party’s contribution to any work created by the collaborative activities under the MOU, the Parties agree as follows:

- (a) Any intellectual property rights over any work (including, without limitation, reports, publications and databases) created by the Parties’ collaborative activities under the MOU will be held by the OECD.
- (b) The OECD grants to UNHCR a non-exclusive, perpetual, worldwide and royalty-free license to use (including without limitation to publish) and exploit such work for purposes relating to UNHCR’s mandate.
- (c) Notwithstanding the above, any joint publication will be subject to a separate written agreement between the Parties.
- (d) Any publication, licensing or sub-licensing by one Party shall include an appropriate acknowledgement of the other Party’s contribution to the work.
- (e) Each Party shall obtain the written consent of the other Party before publishing any translation or granting any license or sub-license to a third party, which consent shall not be unreasonably withheld.

- (f) This MOU does not grant to one Party the right to use any work created outside the collaborative activities under this MOU, where the other Party is the author or holds the intellectual property rights.

5. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

6. Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party's staff.

However, if a damage or injury arises out of or results from the actions carried out by one Party (the "First Party") or its staff, the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

7. Duration

This MOU will enter into effect upon signature by both Parties for a period of five years. It may be renewed for further periods of no more than three years.

8. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

9. Resolution of Disputes

The Parties shall use their best efforts to settle amicably, at the working level, any dispute, controversy or claim arising out of or in connection with this MOU or any breach thereof. If any such dispute, controversy or claim is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to resolve it, either Party may refer the dispute to the Secretary-General of the OECD and the United Nations High Commissioner for Refugees for final resolution.

10. Privileges and Immunities

Nothing in relation to this MOU shall be deemed a waiver, express or implied, of any of the privileges or immunities of either of the Parties.

11. Key Points of Contact

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For UNHCR:

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Done in Paris in two original copies.

United Nations High Commissioner for Refugees	Organisation for Economic Co-operation and Development
Mr Volker Türk Assistant High Commissioner for Protection	Ms Gabriela Ramos OECD Chief of Staff and Sherpa to the G20
15 June 2016	15 June 2016
	