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

POPULATION COUNCIL
Ideas. Evidence. Impact.

Memorandum of Understanding

between

Population Council, Inc. Regional Office in Kenya

and

The Office of the United Nations High Commissioner for Refugees

on

Technical Cooperation on Improving Evidence-Based Programming for the forcibly displaced and stateless persons[1] in the East and Horn of Africa and Great Lakes Region

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This Memorandum of Understanding (hereinafter referred to as this "MoU") is entered into by and between Population Council, Inc. Regional (hereinafter referred to as "PC Inc."), with its office at Avenue 5, 3rd Floor, Rose Avenue, P.O. Box 17643 -00500, Nairobi, Kenya, and the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR") with its headquarters at Rue de Montbrillant 94, 1202 Geneva, Switzerland, represented by its Regional Bureau for the East and Horn of Africa and Great Lakes (hereinafter referred to as "EHAGL") based in Nairobi, Kenya. PC Inc. and UNHCR are hereinafter referred to individually as a "Party" and collectively as the "Parties".

Preamble

Whereas PC Inc. is an international, non-governmental, applied research organization with a mission to generate ideas, produce evidence, and design solutions to improve the lives of underserved populations around the world. PC Inc. takes a multidisciplinary, intergenerational, life-cycle approach that contributes to its goals which include ensuring that women's rights are respected and that they have full and effective participation and equal opportunities; and; empowering adolescents and young people to reach their full potential

Whereas UNHCR is a subsidiary organ of the United Nations and its mandate is to protect and assist refugees and other forcibly displaced and stateless persons worldwide, to seek durable solutions for their plight, and to lead and coordinate the humanitarian response in refugee emergency situations.

Whereas in its letter to PC Inc. No. RSH/S/OPS/14/011 dated 2 September 2014, UNHCR proposed a joint framework of cooperation with PC Inc. on improving evidence-based programming for violence against women and girls (VAWG) for the forcibly displaced and stateless persons in the EHAGL region.

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[1] In this context, the forcibly displaced persons include refugees and asylum seekers.

Whereas, since the proposal of the joint framework of cooperation, PC Inc. and UNHCR have collaborated on the design and implementation of 3 regional programs in the EHAGL. These programs have resulted in capacity-strengthening of a range of UNHCR partners in innovative VAWG intervention implementation; several evidence-based interventions being taken up by UNHCR country operations and partners; multiple open access publications (including 2 regional compendia of notable interventions implemented by UNHCR and its partners); and several international/regional dissemination events.

Whereas both Parties wish to open prospects and establish a framework for future technical cooperation between them with the aim to improve evidence-based programming in refugee operations in the EHAGL region.

NOW, THEREFORE, both Parties have agreed to conclude this MoU as follows:

Article 1 – Scope and Objective of this MoU

The Parties wish to strengthen their collaborative relationship with the aim to improve evidence-based programming for the forcibly displaced and stateless persons in the EHAGL region.

Article 2 – Areas of Cooperation

2.1 The Parties will consult on matters of common interest in order to achieve the aim as described in Article 1 above.

2.2 The Parties will exchange documentation related to guidelines, policies, other related materials according to their specialization to strengthen their efforts in the improvement of evidence-based programming for the forcibly displaced and stateless persons in the EHAGL region.

2.3. Where necessary, and for the purposes of research studies, both Parties agree to share de-identified/anonymized data using a secure transfer method in line with both Parties' data protection policies. Any requests for such data must be made in writing, clearly stating the reasons and purpose.

2.4 The Parties may carry out joint activities that fall within the area of improvement of evidence-based programming for the forcibly displaced and stateless persons in the EHAGL region.

2.5 Whenever possible, the Parties will carry out the following activities in areas related (but not limited) to: Women's rights, ending VAWGs, Adolescent Girls, Education, and Livelihoods/Life Skills among forcibly displaced and stateless persons in the EHAGL region:

a) Generating and using data and evidence to inform programs and policies related to:
   i. Adolescent Girls
   ii. Women's rights
   iii. Education
   iv. Livelihood/Life Skills
b) Capacity-strengthening of staff and partners on the areas listed above.
c) Co-development of research agendas and ideas focusing on critical and emerging areas related to the above subjects.

d) Co-convening of cross-country and regional learning forums to actively share lessons and good practices from ongoing research and pilot projects supported by this agreement;
e) Collaborate on resource mobilization efforts.

2.6 Both Parties will disseminate this MoU to their respective offices and field operations and will take steps to promote implementation, including through providing field operations with appropriate guidance. Both Parties will designate one senior lead at the regional and country levels (as applicable) to take responsibility for the overall vision, strategic direction, and delivery of this partnership.

Article 3 – Responsibilities of PC Inc.

PC Inc. will:

a) Facilitate study design, intervention design, intervention implementation monitoring, data collection, analysis, report-writing and dissemination around specified areas.
b) Develop and implement capacity-strengthening activities related to the above.

Article 4 – Responsibilities of UNHCR

UNHCR will:

a) Facilitate and coordinate sharing of anonymized refugee data for the purpose of research studies. This will be undertaken in line with provisions under Article 2.3
b) Facilitate sharing of research findings and related products through UNHCR's internal and external comms networks and inter-agency forums.
c) Facilitate participation of PC Inc. and its affiliate agencies in interagency coordination forums including under the Refugee Coordination Model (RCM).
d) Utilize its convening power to support and amplify dissemination efforts.

Article 5 – Modalities of Implementation – Standards of Conduct

5.1 PC Inc. and UNHCR will each designate focal points to be in charge of facilitating and implementing this MoU. Annual action plans will be prepared and reviewed to ensure activities are aligned to needs and priorities of both Parties.

5.2 PC Inc. acknowledges and agrees that neither UNHCR nor any personnel of the Parties shall tolerate sexual exploitation and abuse (hereinafter referred to as "SEA") or violation of human rights and that it shall take all appropriate measures to prevent the same. To the extent possible, taking into account the need for a victim-centred approach, PC Inc. shall promptly and confidentially record and report to UNHCR any allegations of SEA, or any reasonable suspicion (or allegations) of violations of human rights of forcibly displaced or stateless persons of which PC Inc. has been informed or has otherwise become aware and shall collaborate with UNHCR on allegations of SEA involving PC Inc.

Article 6 – Funding

The implementation of activities under this MoU by each of the Parties will be carried out in accordance with each Party's applicable regulations, policies, and procedures, and is subject to the

availability of resources. Each Party shall bear its own costs and expenses (including with respect to the respective staff's salaries, fees, entitlements, insurance, travel, accommodation, and security coverage, if applicable) in connection with activities carried out under this MoU, unless otherwise expressly provided under any subsequent written agreement.

Article 7 – Intellectual Property Rights

The Parties recognize the importance of protecting and respecting intellectual property rights. This MoU does not grant any Party the right to use the materials or other intellectual property rights belonging to or created by any other Party. Specific arrangements for use and protection of intellectual property will be set forth in separate written agreements between the Parties.

Article 8 – Liability for Third Party Claims

The Parties shall each be responsible for the acts or omissions of their own staff and other personnel, agents, or sub-contractors.

Article 9 – Visibility – Use of Name and Logo of the Parties

Where possible, each Party will take appropriate measures and in accordance with its internal rules and regulations to accord the other Parties the appropriate publicity with regard to the implementation of joint projects under this MoU. The Parties maintain sole authority over their respective names, logos, and emblems. Neither Party is authorized under this MoU to make use of the other Party's name, logo or emblem, except as separately agreed in writing by the Parties.

Article 10 – Confidentiality – Data Protection

10.1 Any sharing of information between Parties will be subject to their respective policies on the disclosure of information. Neither of the Parties shall communicate at any time to any other person, government or authority information known to it by reason of its association with the other Party under this MoU which has not been made public or has been explicitly classified as confidential by either Party ("Confidential Information"), except with the authorization of the other Party. Such obligation of confidentiality shall not lapse upon the expiration or termination of this MoU.

10.2 Notwithstanding the foregoing: (a) PC Inc. may disclose Confidential Information to the extent required by applicable law, provided that, subject to and without any waiver of the privileges and immunities of UNHCR, PC Inc. will give UNHCR sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNHCR to have a reasonable opportunity before any such disclosure is made to take protective measures or such other action as may be appropriate for UNHCR as an international organization; and (b) UNHCR may disclose Confidential Information to the extent required pursuant to its Statute, the Charter of the United Nations, resolutions or regulations of the General Assembly, or any other rules promulgated by the Secretary-General and/or the United Nations High Commissioner for Refugees.

10.3 UNHCR shall remain the sole owner of any and all data (including electronic data) shared with PC Inc. (hereinafter referred to as "UNHCR Data"). PC Inc. shall use UNHCR Data solely for the purposes of the activities agreed upon with UNHCR or as otherwise instructed by it. Any

deviation in the use of the UNHCR Data, including subsequent use for another purpose, shall not be permitted without the prior written approval of UNHCR.

10.4 PC Inc. shall remain the sole owner of any and all data (including electronic data) shared with UNHCR (hereinafter referred to as "PC Inc. Data"). UNHCR shall use PC Inc. Data solely for the purposes of the activities agreed upon with PC Inc. or as otherwise instructed by it. Any deviation in the use of the PC Inc. Data, including subsequent use for another purpose, shall not be permitted without the prior written approval of PC Inc.

10.5 Unless otherwise specified by UNHCR, all UNHCR Data shall be deemed to be Confidential Information for the purposes of this MoU and subject to the provisions of this Article 10. Unless otherwise specified by PC Inc., all PC Inc. Data shall be deemed to be Confidential Information for the purposes of this MoU and subject to the provisions of this Article 10.

10.6 Any transfer of personal data relating to forcibly displaced and stateless persons shall be subject to a subsequent data sharing agreement signed by authorized representatives of both Parties.

Article 11 – Monitoring and Reporting

11.1 The Parties will review this MoU on a yearly basis. The Parties will prepare and share end-of-year reports outlining all jointly implemented projects.

11.2 The Parties agree to meet at least once a year or as required to report on the implementation of this MoU and any pertaining action plans, review and assess the progress of such implementation when necessary and propose any revisions and amendments.

Article 12 – Duration – Amendment – Termination

12.1 This MoU shall enter into force on the date of its signature by both Parties. This MoU remain in effect until 31st of December 2030, unless terminated early by either Party in accordance with Article 12.3 below.

12.2 This MoU may be amended by mutual consent at any time at the initiative of either Party. All amendments shall be in writing and signed by the duly authorized representatives of the Parties.

12.3 Either Party may terminate this MoU by giving the other Party ninety (90) days' written notice. Upon such termination, the Parties will work together to permit the orderly conclusion of any ongoing activities under this MoU by the effective date of termination of this MoU.

Article 13 – Dispute Settlement

13.1 The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of this MoU or the breach, invalidity, or termination thereof.

13.2 Any dispute, controversy, or claim between the Parties arising out of this MoU or the breach, invalidity, or termination thereof, unless settled amicably in accordance with Article 13.1 above within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive

damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim. The arbitral proceedings shall be conducted in English.

Article 14 – Privileges and Immunities

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities which UNHCR enjoys, as an integral part of the United Nations, under the applicable international and national legal instruments.

Article 15 – No Legal Partnership

15.1 In performing hereunder, PC Inc. and UNHCR shall be considered as independent contractors and not as employees or agents of each other.

15.2 This MoU does not create a joint venture, a legal relationship, or legal partnership between the Parties. Each Party reserves the right to carry out independent research or enter into collaborations or partnership agreements with other entities for the implementation of the activities described in this MoU, at any time.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present MoU in duplicate originals.

For and on behalf of PC Inc.

(Signature)

Name: Chi-Chi Undie

Title: Regional Director

Date: May 28, 2025

For and on behalf of the Office of the United Nations High Commissioner for Refugees

(Signature)

Name: Mamadou Dian Balde

Title: Bureau Director - EHAGL

Date: 26 May 2025