

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES

AND

THE GLOBAL PARTNERSHIP FOR EDUCATION SECRETARIAT

ON COOPERATION AND PARTNERSHIP

Apr
Fmi

This Memorandum of Understanding (this “MoU”) is made on 15 April 2016, between the **Office of the United Nations High Commissioner for Refugees** (hereinafter referred to as “UNHCR”) and the **Global Partnership for Education Secretariat** (hereinafter referred to as “GPE Secretariat”); UNHCR and the GPE Secretariat are henceforth collectively referred to as the “Parties” and individually as a “Party”.

Whereas, UNHCR, on the basis of its Statute of 1950, the 1951 United Nations Convention relating to the Status of Refugees, and subsequent resolutions of the United Nations General Assembly, is mandated to provide international protection, assistance and solutions to refugees and other categories of persons of concern.

Whereas, GPE is a multi-stakeholder partnership of developing and donor countries, multilateral agencies, civil society organizations and the private sector and private foundations supporting the education sector in developing countries, with a particular focus on the achievements of the Sustainable Development Goals and in particular accelerate progress towards Education for All goals. UNHCR acknowledges its understanding that GPE is not a legal entity.

Whereas, the Parties have decided to establish a joint collaboration to support the educational development in countries that are both eligible for GPE support (partner countries) and receiving support to education for refugee children and youth from UNHCR, as set out in Annex 1. (The list will be revised annually).

Whereas, the Parties will also collaborate at the global level through joint advocacy with national and global partners and donors on the importance of quality, full-cycle education for refugees in meeting the targets of Sustainable Development Goal 4, as well as key challenges and recommendations in this area.

Now, therefore, in recognition of their interests and objectives, the Parties hereby confirm their mutual understanding on the following:

Purpose and Objectives of Collaboration

The purpose of this MoU is to serve as a joint framework to define and facilitate cooperation between the Parties in areas of common interest and to set forth the general terms and principles for future arrangements, within the Parties’ respective scopes of activities and objectives.

This collaboration aims in particular to i) create the basis for UNHCR to become a fully engaged partner and member of a GPE constituency and assume the rights and duties of a member of a constituency in participating in GPE governance processes, policy and decision making through the Board of Directors and the Standing Committees; ii) further strengthen and support education for refugees through GPE processes at global and country level and funding; iii) strengthen joint efforts to include better information on refugees and internally displaced people in education statistics at the global and country level; iv) support strengthening of UNHCR’s participation in Local Education Groups in countries with IDP and refugee challenges/ UNHCR partner countries;



and v) in collaboration with other partners, advocate and work for a global platform and increased funding for education in emergencies and protracted crisis.

The purpose of this MoU is strictly limited to expressing the desire of the Parties for mutual cooperation, and does not, and is not intended to impose any legal obligation of any nature on either Party.

Scope of cooperation

Within the context of their respective mandates, objectives and procedures, the Parties expect to cooperate in the thematic areas of i) Increased Equity, Gender Equality and Inclusion for All; ii) Quality Teaching and Learning; iii) Efficient and Effective Educational Systems.

The Parties intend to begin their cooperation by developing a greater mutual understanding of each other's approaches, principles and modus operandi. Specifically, the Parties will explore the possibilities of increasing the cooperation at country level through identification of priority countries for GPE and UNHCR, where potential activities could include the ones listed below but other activities may be added as relevant:

- Advocacy and negotiation with national education partners on the inclusion in Local Education Groups (LEGs) of UNHCR, and education partners working with UNHCR on refugee education;
- Advocacy and negotiation with national education partners on the inclusion of refugees in national and sub-national education policies, sector plans and budgets;
- Technical advice to national partners in design and implementation of programs to address key challenges in meeting the educational needs of refugees;
- Leveraging of development partners for programming and funds to benefit refugees in protracted settings and/or where enhancement of national systems is required to absorb refugees;
- Targeted support to address critical gaps in refugee education service provision including education for girls and adolescents, quality and learning achievement.
- UNHCR support in revision of guidelines e.g. Transitional Education Sector Plans (TESP) development guidelines.

Targets and outcomes of the increased cooperation that GPE and UNHCR will strive to achieve will inter alia be:

- UNHCR to confirm subscription to the GPE Compact as outlined in "Charter of the Global Partnership for Education"
- UNHCR to be presented for advice to the GERF for membership in GPE and thereafter for inclusion in a GPE Board constituency.
- UNHCR and the GPE Secretariat communications teams working together on messaging in the lead up to the World Humanitarian Summit 2016;
- Improved guidelines including advice on inclusion of refugees in sector plans; and
- the Parties initially identify and initiate collaboration in four relevant partner countries.



The Parties expect to conduct knowledge sharing activities throughout the term of this MoU, which may include:

- Information sharing and orientation workshops for UNHCR and GPE staff on issues of common interest and utility;
- Sharing of country level data, country profiles, key challenges and opportunities for refugee education;
- Sharing of information on the country-level process cycle in the individual countries, potential points of entry for UNHCR and opportunities to advocate for refugee education; and

In addition to knowledge sharing there will also, depending on available resources, be:

- Capacity development of key stakeholders where appropriate;
- Established agreement on priority countries for collaboration and engagement of UNHCR in the Local Education Group (LEG) and in the development of the Education Sector Plan;
- Documentation on the inclusion of refugees in national education policies, sector plans and budgets.

Review and Amendment

This MoU may be reviewed and its terms and scope may be amended by mutual decision of the Parties in writing at any time and the Parties may enter into supplementary arrangements through an exchange of letters.

Duration and Termination

The activities described in this MoU will commence on the date first above written and on the understanding that either Party is at liberty to terminate such activities or this MoU at any time, provided that at least thirty (30) days' prior written notice of termination is given by the terminating Party to the other Party.

Should this MoU be terminated by either Party, the Parties anticipate that all reasonable steps will be taken to ensure that termination is not prejudicial to any activity or program already commenced and under implementation within the framework hereof.

Resolution of Dispute

The Parties will use their best efforts to settle amicably any dispute or controversy arising out of this MoU.

Privileges and Immunities

Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations), and of the World Bank, in which the GPE Secretariat is based.



Communication

Any notices or other communication related to this MoU will be sent to the following representatives for each Party:

For UNHCR:

Mr. Filippo Grandi
High Commissioner
UNHCR
94 Rue de Montbrillant
1202 Geneva
Switzerland
Tel: 41 22 739 8100
Fax: 41 22 739 7354

For GPE Secretariat:

Ms. Alice P. Albright, CEO Global
Partnership for Education c/o World Bank
1818 H Street, NW. P6-600
Washington, D.C., 20433
United States of America
Tel: 1 202 458 2639
Fax: 1 202 522 3923

The Undersigned, duly appointed representatives of the UNHCR and the GPE Secretariat respectively have, on behalf of the Parties, signed the present Memorandum of Understanding in two originals on the date first above written.

FOR AND ON BEHALF OF

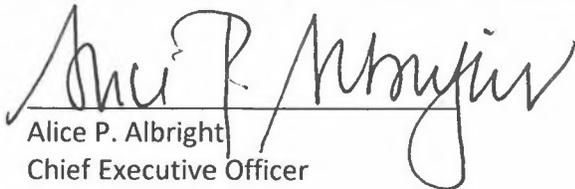
THE OFFICE OF THE **UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**



Filippo Grandi
High Commissioner

FOR AND ON BEHALF OF

GLOBAL PARTNERSHIP FOR EDUCATION SECRETARIAT



Alice P. Albright
Chief Executive Officer