



CIR CONSIGLIO ITALIANO
PER I RIFUGIATI onlus

MEMORANDUM OF UNDERSTANDING

between

The Office of the United Nations High Commissioner for Refugees
and
The International Organisation for Peace, Care and Relief
and
The International Center for Migration Policy Development
and
The Italian Council for Refugees
on
Cooperation in Libyan Arab Jamahiriya

This Memorandum of Understanding (hereinafter referred to as “MoU”) is entered into on _____ by and between the Office of the United Nations High Commissioner for Refugees, (hereinafter referred to as “UNHCR”), the International Organisation for Peace, Care and Relief (hereinafter referred to as " IOPCR"), the International Center for Migration Policy Development (hereinafter referred to as " ICMPD"), and the Italian Council for Refugees (hereinafter referred to as "CIR"), hereinafter jointly referred to as "the Parties".

WHEREAS, the mandate of UNHCR is to provide international protection and assistance to refugees, returnees, displaced and stateless persons and to seek durable solutions for them;

WHEREAS, the mandate of IOPCR is to promote a just global peace that considers people’s social and cultural differences, to denounce and fight all forms of persecution targeting refugees and migrants and to promote human rights principles and values;

WHEREAS, the mandate of ICMPD is to promote innovative, comprehensive and sustainable migration policies and to function as a service exchange mechanism for governments and organisations in the wider European region;

WHEREAS, the mandate of CIR is to assist persons in need of international protection to find solutions to their needs and to promote the respect of human rights of migrants and refugees;

AND WHEREAS, the Parties have agreed to cooperate in Libyan Arab Jamahiriya in the areas of refugee protection and international migration within the context of UNHCR’s Ten Point Plan of Action on Refugee Protection and Mixed Migration (hereinafter referred to as the “10 Point Plan”);

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I

Purpose

The purpose of this MoU is to provide a framework for cooperation between the Parties in Libyan Arab Jamahiriya. It will also serve as a basis for specific forms of cooperation and joint interventions in Libyan Arab Jamahiriya within the context of the 10 Point Plan. The distribution of roles between the Parties will be defined in a plan of action, as will be agreed upon between them.

ARTICLE II

Scope and Areas of Cooperation

- (a) By this MoU, the Parties aim to support Libyan Arab Jamahiriya in designing and implementing comprehensive and protection-sensitive migration strategies with full respect for international and regional refugee and human rights principles, and to enhance the protection for persons of concern to UNHCR in Libyan Arab Jamahiriya.
- (b) The Parties will particularly collaborate in the following areas:
 - (i) Capacity building
 - (ii) Data management,
 - (iii) Study/survey
 - (iv) Voluntary repatriation
- (c) Other related activities may be agreed upon by the Parties in the plan of action.

ARTICLE III

Methodology for Cooperation

A task force shall be created including focal points representing each of the Parties. The task force will develop a work plan that will define the respective responsibilities of each of the Parties and specify the various activities that will be carried out by the Parties. The task force will supervise the implementation of the work plan.

ARTICLE IV

Implementation of the MoU

- (a) The Parties shall make the arrangements necessary for ensuring the satisfactory implementation of this MoU.
- (b) The Parties will hold consultations at least twice a year at senior/director level to review cooperation in the implementation of this MoU

ARTICLE V

Liability

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 hereunder, or any claim brought by third parties for damages, injury or death as a result of any act or omission hereunder by their respective staff, other personnel or sub-contractors.

ARTICLE VI

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 of UNHCR.

ARTICLE VII

Dispute Settlement

(a) Amicable settlement. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this MoU or the breach, termination or invalidity thereof. Where two or more Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between those Parties.

(b) Arbitration. Any dispute, controversy or claim between two or more Parties arising out of this MoU or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one or more Party of another Party's request for such amicable settlement, will be referred by either Party to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitrator will have no authority to award punitive damages. The Parties to the dispute will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

ARTICLE VIII

Expiration, Withdrawal, Termination and Amendment of the Arrangement

- (a) The present MoU shall be concluded for a three year period which is automatically renewable if not terminated; it being understood that each Party shall have the right to withdraw from the MoU at any time by giving a three (3) months' advance notice to the other Parties.
- (b) In case of any withdrawal under the preceding paragraph, the MoU shall remain in force between the remaining Parties, unless they decide to terminate the MoU by joint agreement in writing.
- (c) In the event of withdrawal from or termination of the MoU pursuant to this article, the Parties shall take all necessary steps to ensure that such a decision is not prejudicial to any activities then in progress within the framework of this MoU.
- (d) Commitments assumed by either Party under this MoU will survive the expiration, withdrawal from or termination of this MoU to the extent necessary to permit the orderly conclusion of the activities the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that have been irrevocably incurred in respect of any)contractors, consultants or suppliers.
- (e) The Parties may enter into such supplementary arrangements or agreements within the scope of this MoU they may deem appropriate.
- (f) The provisions of the present MoU may be amended at any time by the mutual written agreement of the Parties.

ARTICLE IX

Notices and Addresses

Any notice or request required or permitted to be given or made under this MoU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, or fax to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified:

For IOPCR:

The International Organisation for Peace,
Care and Relief
P.O.Box: 6422
Tripoli
Fax: +218. 21. 4780777

For ICMPD:

The International Center for Migration
Policy Development
Gonzagagasse 1
A-1010 Vienna
Fax: +43/1/504-46-77-75

For UNHCR:

United Nations High Commissioner for
Refugees
94, Rue de Montbrillant
CH-1202 Geneva
Fax No.: +41. 22. 739. 7

For CIR:

The Italian Council for Refugees (Consiglio
Italiano Per I Refugiati)
Via del Velbro, 5/A
00186 Roma
Fax: +39.06.69200116

ARTICLE X

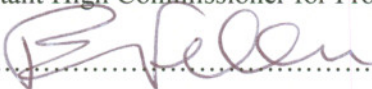
Entry into Force and Effect

This MoU shall enter into force upon signature thereof by the Parties:

For the Office of the United Nations High Commissioner for Refugees

Name: **Ms. Erika Feller**

Title: Assistant High Commissioner for Protection

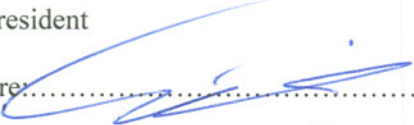
Signature: 

Date: 29 May 2008

For the International Organisation for Peace, Care and Relief

Name: **Mr. Khaled K. El Hamedi**

Title: President

Signature: 

Date: 10 June 2008

For the International Center for Migration Policy Development

Name: **Mr. Gottfried Zürcher**

Title: Director General

Signature: 

Date: 30 May 2008

For the Italian Council for Refugees

Name: **Mr. Christopher Hein**

Title: Director

Signature: 

Date: 5 June 2008

