



United Nations  
Educational, Scientific and  
Cultural Organization



**UNHCR**

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

**FRAMEWORK AGREEMENT BETWEEN**  
**The United Nations Educational, Scientific and Cultural Organization**  
**AND**  
**The Office of the United Nations High Commissioner for Refugees**

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as 'UNESCO'), and the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as 'UNHCR'), desiring to continue to cooperate in the field of refugee education along lines similar to those of their Memoranda of Understanding of July 1967, January 1969, March 1971 and August 1984, and taking into consideration the changing operational requirements of humanitarian assistance and development cooperation, do hereby agree to the following:

**General cooperation**

1. UNESCO and UNHCR will exchange information and consult on matters concerning the education of refugees and other persons of concern to UNHCR, through appropriately designated staff members both at Headquarters and in the Field.
2. Whenever the Government of a country of asylum is facing a refugee education problem, the solution to which would seem to exceed the technical and/or financial resources of the country, UNESCO and UNHCR will consult each other on the most appropriate ways to assist that Government, it being understood that any assistance from UNESCO and UNHCR will be in response to a request from that government. These consultations may take the form of joint assessments or joint planning and programming missions.
3. Whenever UNESCO receives a request for technical assistance on the education of refugees and other persons of concern to UNHCR from the Government of a country of asylum or from an agency of the United Nations system, UNESCO will:

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- (i) Consult with UNHCR to ensure that there is no duplication of such requests.
  - (ii) Provide technical services for the programme, subject to UNHCR's agreement to assume financial responsibility for this, in conformity with paragraph 12 below.
- 4. In working to put the present Agreement into effect, UNESCO and UNHCR will promote and support, at the country level, the efficient functioning of the United Nations Coordination system, as well as all established inter-agency mechanisms on emergency response and post-crisis transition, including the humanitarian Cluster approach as applicable.
- 5. This Agreement will be built on the principle of partnership in including donors, international and non-governmental organizations as well as the affected populations and, where possible, concerned national authorities and local counterparts.
- 6. UNESCO may assist UNHCR in acute emergencies, care and maintenance, repatriation and reintegration, local integration and resettlement operations, bringing its strengths to bear on identified priorities within its fields of competence. Collaboration between the two agencies is most likely to occur within the Education Sector, which thus provides the principal basis for this Agreement. However, it is understood that UNESCO's other technical sectors may also be called upon to contribute their expertise, whether for educational objectives or for other relevant areas of need.

#### Technical cooperation

- 7. All collaboration between UNESCO and UNHCR in the Education Sector will be guided by the Inter-Agency Network for Education in Emergencies (INEE) *Minimum Standards for Education in Emergencies, Chronic Crises and Early Reconstruction*, which constitute the normative framework for all Education Sector work in emergencies. Informed by the INEE *Minimum Standards* and the respective mandates of UNHCR and UNESCO, the following have been identified as areas for possible cooperation between the two agencies:
  - a) Training by UNESCO on sound educational programme planning and management for UNHCR staff responsible for education; inclusion of UNHCR field and HQ staff in UNESCO training on educational issues;

- b) Facilitation of contacts and collaboration with Ministries of Education in countries of asylum and countries of origin, including assistance with ensuring enrolment of refugee girls and boys into government schools;
- c) Assessment of needs, resources and capacity in refugee education operations as well as in reintegration or local integration contexts;
- d) Technical and policy advice on:
  - i. Refugee teacher management, including selection, recruitment, contractual status, compensation, working conditions, training and certification;
  - ii. Cross-border planning for educational reintegration of refugee pupils and teachers upon repatriation, including collaborating with Ministries of Education and ensuring that national policies encompass relevant strategies;
  - iii. Planning for educational integration of refugee pupils in operations where local integration is the durable solution, including collaboration with Ministries of Education and ensuring national policies encompass relevant strategies;
  - iv. Refugee educational programme monitoring and evaluation, including by national school inspection services;
  - v. Design of school spaces and policies to foster protective and quality learning environments;
  - vi. Educational provision to meet the needs of all learners in an inclusive manner, including those of refugee adolescents, youth and adults, as well as individuals with disabilities;
  - vii. Curriculum content and teaching and learning methods for early childhood, primary, secondary, technical and vocational and adult education;
  - viii. Certification, validation and recognition of refugee, IDP and returnee pupil attainments, including accreditation of refugee education programmes and assessment policies and practices;
  - ix. Integration into formal and non-formal educational programming of skills for learning to live together and education for SGBV and HIV/AIDS awareness and prevention, disaster-risk reduction and sustainable development.

## Cooperation on human resources

8. UNESCO will endeavour to assist in the technical aspects of UNHCR's educational services through the secondment of suitable staff to UNHCR, as required, under standard arrangements applicable to inter-agency secondments.

## Visibility

9. The parties will separately or jointly give appropriate visibility to the projects/programmes, their conception, their implementation, their impact and their outcomes through information and promotional activities.
10. Each party is authorized to use the name, the logo and any element of the other's identity, through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations operations, of interviews, of relations with the media (press files, articles, releases etc.) throughout the world. This use, which must adhere to the image of the concerned party, must receive the prior and written consent by the other party.
11. UNESCO and the UNHCR will strengthen collaboration in the area of communication and media outreach, in order to improve knowledge and awareness of the priorities and activities of both Organizations and to anticipate and bridge potential gaps in each other's communication plans, especially in areas of joint concern. This reinforced collaboration may also extend to temporary exchanges of personnel where this would be deemed beneficial to both parties.

## Financial cooperation

12. To the extent that the funds required for services provided by UNESCO under this Agreement cannot be met: (i) by the Governments of countries of asylum and return, from national or other resources; (ii) from the allocations provided under the Approved Budget of UNESCO for post-conflict and post-disaster activities; (iii) from UNESCO extra budgetary funds provided for that purpose; or (iv) from other sources of financing, UNHCR will endeavour to finance services provided by UNESCO under this Agreement, subject to the availability of funds.
13. To the extent feasible, when seeking extra-budgetary resources for the purposes of their joint programmes, UNHCR and UNESCO will jointly develop a resource mobilization strategy for such programmes, and approach donors as early as possible, on the basis of agreed arrangements for implementation and programme delivery.

14. UNHCR and UNESCO will cooperate actively in the elaboration of inter-agency Flash Appeals, Consolidated Appeals and other instruments, in support of the education of refugees and other persons of concern to UNHCR.
15. The implementation of the activities will be carried out in accordance with UNHCR's and UNESCO's respective applicable regulations, rules, directives and procedures. Upon the termination or expiration of this Framework Agreement, the matter of ownership of supplies and equipment will be determined in accordance with the applicable regulations, rules, directives and procedures of each party, including any agreement with the relevant host Government, if applicable.

#### Arrangements

16. The parties agree that the following arrangements for the Agreement will apply:
  - a) Further bilateral policy dialogue will be organized on an *ad hoc* basis as deemed necessary by the two parties to address issues, exchange information or conduct policy debate on matters of common interest regarding priority themes. The dialogue may take the form of workshops or seminars.
  - b) The designated contact point at UNHCR will be the Senior Education Officer at UNHCR Headquarters, and at UNESCO, the Chief, Education in Post-Conflict and Post-Disaster Situations at UNESCO Headquarters. Individual activity coordinators in charge of specific work areas in the respective organizations will remain directly responsible for achieving the agreed outputs in these areas.

#### Final provisions and termination

17. UNHCR and UNESCO shall use their best efforts to promptly settle through direct negotiations any dispute controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute controversy or claim which is not settled within thirty 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 shall be referred to the High Commissioner of UNHCR and the Director General of UNESCO.

18. This Agreement will enter into force on 1 January 2011 and will remain in force unless terminated by mutual agreement or by one party providing three months' written notice to the other party. Upon termination of the Agreement, and unless the parties agree otherwise, contractual obligations entered into between UNESCO and any third party prior to receipt of the notice of termination of this Agreement will, within reasonable limits, not be affected by the termination.

Signed in Nairobi, 1 April 2011

For UNESCO



Irina Bokova

Director- General

For UNHCR



António Guterres

United Nations High  
Commissioner For Refugees