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# **INFORMATION NOTES**

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## **MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES AND THE WORLD FOOD PROGRAMME—JULY 2002**

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To: All UNHCR Directors, Heads of Desks and Chiefs of Sections in Headquarters  
All UNHCR Representatives and Chiefs of Missions in the Field  
All WFP Division Directors, Regional Directors and Cluster Managers  
All WFP Representatives and Country Directors

From: James Morris, Executive Director, WFP  
Ruud Lubbers, High Commissioner, UNHCR

**Subject: New text of the MOU between WFP and UNHCR  
Revision of 9 July 2002**

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We are pleased to share with you the Revised Version of the UNHCR/WFP Memorandum of Understanding, which came into effect on 9 July 2002 and replaces the version that has been effective since 31 March 1997. The first MOU between our agencies was signed in 1985 and this is the fourth revision.

Working arrangements between UNHCR and WFP, embodied in the MOU, have been widely viewed by the international community as a good example of effective and efficient collaboration between UN Agencies, proven in many difficult situations. However, the humanitarian situation and the circumstances of the affected people change through time, as well as the operational and policy priorities of WFP and UNHCR. New concerns and priorities are identified.

We believe that the new MOU text, signed on 9 July 2002 in Durban, South Africa, in the presence of UN Secretary-General Kofi Annan, represents a step towards further improvement in the already good and strong collaboration that WFP and UNHCR have had for years, in addressing critical needs of refugees, asylum seekers, returnees and, in some circumstances, internally displaced persons. Some of the key new or revised elements are:

- The scope of the cooperation (from needs assessments to provision of relief and advocacy) has been clarified and slightly expanded to strengthen commitments to providing comprehensive support with food and related non-food items and services.
- Joint decision making, approaches to donors, public information and advocacy, as well as joint implementation of some activities have been increased and enhanced, to reflect better the coordinated efforts of our two agencies.



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- More focus has been placed on and more efforts committed to the pursuance of self-sufficiency of the beneficiaries, particularly through an active search for alternative food and income generation opportunities and pursuit of durable solutions.
  - More emphasis and further commitments have been made to accountability and transparency, as well as gender and age vulnerabilities and related considerations.
  - Various types of information that guide joint operations are to be updated and shared more regularly and frequently than before. Beneficiary figures and data on food security situation should be updated annually, while information on possible pipeline breaks should be exchanged with at least three months notice. Country-specific local agreements are to be developed and regularly updated for all individual operations.
  - The importance of distribution and post-distribution monitoring has been reconfirmed, as well as the commitment of both organisations to undertake this exercise at each field location.
  - A number of ambiguities in the earlier text of the MOU document have been clarified for easier understanding and application in the future, such as the application of the usual minimum number for WFP involvement of 5,000 refugee beneficiaries per country.
  - WFP will take over, on a test basis, the responsibility for final distribution of food aid in five selected operations. In light of this experience, further discussions will be held about a possible transfer of this responsibility to WFP on a longer-term basis. The most suitable country operations for these tests will be selected shortly.
  - WFP and UNHCR recognize the dramatic impact of HIV/AIDS on the socio-economic situation of beneficiaries and are committed to seize every opportunity to promote prevention, care and support activities.

The key to the effectiveness of our joint efforts remains close and open cooperation and coordination and full and timely information exchange and consultation.

The joint Task Force re-established in 2000 will continue to be responsible for monitoring the implementation and effectiveness of the MOU. The practical guidelines agreed separately in the past to facilitate the implementation of joint humanitarian and recovery operations, such as those on matters of Needs Assessments, Nutrition, Food Distribution and Logistics will also be monitored, periodically reviewed and amended as needed.



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We rely on you, who work each day on making our assistance to the beneficiaries more effective, to disseminate as widely as possible the new MOU, to make the best use of it and to provide feedback in order to ensure that it continues to reflect and respond to the realities and needs on the ground.

A handwritten signature in cursive script that reads "James Morris".

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James Morris  
Executive Director  
WFP

A handwritten signature in cursive script that reads "Ruud Lubbers".

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Ruud Lubbers  
High Commissioner  
UNHCR



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*MEMORANDUM OF UNDERSTANDING*

*BETWEEN*

*THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER  
FOR REFUGEES (UNHCR)*

*AND*

*THE WORLD FOOD PROGRAMME (WFP)*

*JULY 2002*

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UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES  
WORLD FOOD PROGRAMME



**MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF  
THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (UNHCR)  
AND  
THE WORLD FOOD PROGRAMME (WFP)**

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**1. INTRODUCTION**

1.1 Even before the conclusion of the 1985 Memorandum of Understanding (MOU), UNHCR and WFP had established a very close partnership in the service of refugees. This was significantly strengthened with the new working arrangements introduced progressively from the start of 1992. A revised MOU, reflecting experience with these new arrangements, became effective at the start of 1994 and was further revised in 1997. This 2002 revision reflects the experience in implementing the provisions of the second revision.

1.2 The MOU sets out its objectives and scope, and establishes the division of responsibility and arrangements for, *inter alia*, needs assessment; resource mobilization; logistics; appeals; monitoring and evaluation; nutritional surveillance, reporting, and coordination. The last section describes the general conditions governing the MOU.

1.3 By virtue of its Statute (General Assembly resolution 428 (V) of 14 December 1950), the role of UNHCR is to provide international protection to refugees and to seek durable solutions to refugee problems. As regards UNHCR's assistance activities, the basic provisions of the Statute were expanded by the General Assembly in its resolution 832 (IX) of 21 October 1954. Subsequent resolutions of the General Assembly, the Economic and Social Council and the Executive Committee of UNHCR have called on the Office, in the context of its basic mandate, to protect and assist other groups of persons regarded as falling within the competence of UNHCR. For the purpose of this MOU, the following categories of persons are of concern to UNHCR:

- **Refugees**

- UNHCR is mandated to provide international protection and humanitarian assistance to refugees as well as to promote durable solutions to their problems.

- **Asylum seekers**

The term asylum seeker, in the context of this MOU, refers to persons who are part of large-scale influxes of mixed groups, the nature of which makes individual refugee status determination impractical. UNHCR is mandated to promote the right of all persons, whether individually or as part of mass movements, to seek and to avail themselves of asylum, until a solution is found and in accordance with basic humanitarian standards of treatment.

- **Returnees**

UNHCR's mandate concerning returning refugees, based on its legitimate concern for the consequences of return, includes substantive involvement to ensure that return takes place in conditions of safety and dignity and to provide assistance to returnees in their country of origin with an aim towards their full reintegration. UNHCR's activities in favour of returnees are limited in time and aimed at ensuring the sustainability of returns, and vary according to each operation. UNHCR's involvement may be determined by specific tripartite or bilateral agreements with respective countries that outline the framework of voluntary repatriation operations.

- **Internally displaced persons (IDPs)**

UNHCR's involvement with IDPs is selective, applying to persons displaced internally for reasons that would make them of concern to UNHCR had they crossed an international boundary. In line with relevant General Assembly resolutions, UNHCR's involvement in any IDP situation is based on a specific request from the Secretary-General or a competent principal organ of the United Nations, the consent of the State or other entities concerned, and the availability of adequate resources.

1.4. WFP is mandated to feed the hungry poor, regardless of their status. As the food aid arm of the United Nations, WFP uses food to save lives, alleviate hunger and enable poor, food-insecure people to make investments that will help them in the longer term. This entails assessing the needs of targeted populations, planning and implementing appropriate activities, organizing and managing logistics, monitoring impact and working with a range of partners. Refugees, asylum seekers, returnees and IDPs, especially women and children, are important categories of food-insecure people of particular concern to WFP, given the impact of displacement on food security.

1.5 Under the framework of this MOU, UNHCR and WFP will work together, in partnership, where their mandates overlap, to address the food security and related needs of refugees and others of concern to UNHCR.

## 2. OBJECTIVES AND SCOPE

2.1 The ultimate goal of the partnership between UNHCR and WFP is to ensure that food security and related needs of the refugees and returnees that UNHCR is mandated to protect and assist are adequately addressed. Food security is defined as access by all people at all times to enough food needed for an active and healthy life. On the basis of the above principle, and through the timely provision of the right quantity of the right food and of non-food items relevant to the safe and effective use of the food ration provided, UNHCR and WFP seek to contribute to:

- the restoration and/or maintenance of a sound nutritional status through a food basket that meets the assessed requirements of the different population groups, is nutritionally balanced and is culturally acceptable, as jointly agreed upon and specified in Joint Plans of Action (see article 3.2); and
- the promotion of the highest possible level of self-reliance among the beneficiaries, through the implementation of appropriate programmes to develop food production or income-generation, which will facilitate a progressive shift from general relief food distribution towards more targeted assistance and sustainable development-oriented activities.

2.2 UNHCR and WFP are committed to ensuring that food aid and non-food items affecting health and food security are targeted at the household level and reach the most vulnerable, with their delivery respecting the guiding principles of humanitarian action, especially accountability and transparency. WFP and UNHCR will take measures to ensure that, to the extent possible and taking into account the demographic profile of the beneficiary population, at least 80 per cent of food inputs are directly managed by the adult female in the household. They will also work together to implement strategies to involve the beneficiary community, and particularly women, in all aspects of the management of food aid. Women should be encouraged to participate in decision-making bodies and should represent at least 50 per cent of the members in refugee committees.

2.3 UNHCR and WFP have a legitimate interest in the creation of suitable conditions for durable solutions. The promotion of self-reliance, although not a durable solution on its own, is one of the essential elements for lasting solutions. The achievement of self-reliance implies a whole range of activities aimed at socio-economic empowerment of refugees and returnees, as part of a local community. Given the need for self-reliance to be featured within a larger context of local development, WFP and UNHCR will make efforts to link self-reliance and reintegration activities to the longer-term recovery and development plans of governments and other actors.

2.4 The MOU is a management tool that contributes to the achievement of these objectives by recognizing the mandates of each organization and

defining clearly the responsibilities and arrangements for cooperation between UNHCR and WFP. It does so in a way that maximizes the strengths of each organization and builds on their comparative advantages in arrangements for cooperation that provide both added value for the beneficiaries and the discharge of these mandates and responsibilities.

2.5 The MOU covers cooperation in the provision of food aid and related non-food items to refugees (including asylum seekers), returnees and, in specific situations (as defined in article 1.3) to IDPs. It applies when the number of people in need of food assistance in a given country is at least 5,000, unless otherwise determined and agreed upon by WFP and UNHCR on a case-by-case basis. Where the beneficiaries are located in developed countries,<sup>1</sup> the provisions of the MOU will still apply, provided that the availability of the necessary donor resources is not at the expense of WFP's relief operations in developing countries. This will be determined by WFP on a case-by-case basis.

2.6 UNHCR and WFP will separately meet the food needs of persons of their concern that lie outside the scope of the MOU as defined above, as well as the needs of any persons who, while falling within the MOU's scope, have been excluded by a situation-specific agreement.

### **3. PLANNING AND NEEDS ASSESSMENT**

#### **Contingency planning**

3.1 UNHCR and WFP will establish early-warning systems, undertake contingency planning and maintain contingency plans for countries where this is deemed appropriate. Each will seek to ensure joint participation of others concerned in the process, and share relevant contingency plans where these can not be developed jointly.

#### **Plan of Action**

3.2 At the field level, a Joint Plan of Action setting out the agreed-upon objectives and implementation arrangements for operations under this MOU shall be developed at the onset of each joint operation and updated regularly, at least annually.

#### **Registration/verification**

3.3 The host government is primarily responsible for determining the number of refugees. In the context of its protection mandate, UNHCR will fully support the government in processes relating to the determination of refugee status and the registration of and provision of identity cards to refugees. WFP and UNHCR will jointly assess the number of refugees/returnees eligible for food assistance,

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<sup>1</sup> Countries other than those listed in the OECD/DAC Annual Report as aid recipient countries that fall below the threshold for World Bank loan eligibility.

in consultation with the government concerned. An accurate identification of beneficiaries and a sound assessment of their needs are essential for the mobilization and efficient use of the resources made available to both organizations.

3.4 In normal circumstances registration will take place within three months of the start of a major influx. The size and nature of the influx will determine the type of registration mechanism to be used. UNHCR will work together with the government to put in place local arrangements to register, to the extent possible, any new arrivals, departures, births, changes in marital status and deaths. This will ensure that changes in the family size of the beneficiaries of food items are followed by a corresponding change in family rations. Where a satisfactory registration has not been possible within three months, UNHCR and WFP will jointly determine the number of beneficiaries in need of food assistance and estimate the demographic breakdown of the population, in consultation with the host government. Beneficiary numbers and the refugee food security situation will be jointly updated regularly, at least annually, unless otherwise agreed upon by the country offices. The timing of the registration, verification or revalidation exercise will be agreed upon at the country level in the Joint Plan of Action.

3.5 UNHCR will fully involve WFP in the planning and execution of refugee enumeration, registration and verification exercises for actual or potential beneficiaries of food aid and related non-food items. Operational partners and representatives of donor governments should be closely associated with this and other aspects of enumeration and registration. Should there be any disagreement between the respective country offices on the number of beneficiaries to use in the absence of a satisfactory initial registration, the matter shall be referred to the respective regional bureaux for resolution. Pending such resolution, and in consultation with the host government, WFP will provide food to the number of beneficiaries it estimates to be in need of assistance.

### **Needs assessment**

3.6 In consultation with the relevant government authorities, donor representatives, operational partners, beneficiaries, and experts as appropriate, UNHCR and WFP will jointly assess the overall food aid and related non-food requirements. Both agencies will agree on the modalities of food assistance, the composition of the food basket, ration size, duration of assistance, and related non-food inputs. Special consideration will be given to the needs and views of women, children and vulnerable groups. Needs in different settlements may be established individually, if so jointly agreed upon at country level. The proposed food and non-food assistance programmes will take into account all relevant factors, including the socio-economic and nutritional status of the beneficiaries, cultural practices, overall food availability, prospects for self-reliance, availability of cooking fuels and milling facilities, and environmental impact.

Energy requirements for cooking and corresponding energy supply options and quantities should be carefully assessed in each situation.

3.7 In a major new emergency, the initial assessment to determine the number of beneficiaries and the most urgent food and non-food needs will normally be carried out within the framework of the emergency response being mobilized by both agencies. This would involve the participation of emergency response teams from UNHCR, WFP and prospective operational partners, as appropriate.

3.8 In ongoing operations, a jointly led review of food and other relief needs will normally take the form of a periodic joint assessment mission (JAM), undertaken by the country offices and involving outside staff, as appropriate. The composition of the mission will be mutually agreed upon. When a consultancy is required to assess the beneficiaries' socio-economic or health situation — such as their household food economy, self-reliance potential, health behaviours, underlying causes of malnutrition and gender aspects of distribution modalities — its cost will be shared by both organizations. The participation, as full mission members, of selected donor and operational partner representatives will be encouraged so as to promote donor support for the mission's findings. Jointly established assessment mission guidelines will be developed. The JAM report will be finalized within a month of the completion of the mission, and circulated immediately thereafter.

3.9 Should either the UNHCR or the WFP country office consider that developments since the last needs assessment warrant a change in the agreed-upon ration or number of beneficiaries, the other organization shall be informed of this immediately. The implications of these developments will be reviewed jointly and a course of action agreed upon. Should the country offices not agree on a course of action, the issue shall be referred to the respective regional bureaux for appropriate and immediate resolution.

3.10 UNHCR and WFP will also consider the food security situation of communities surrounding refugee camps and of individuals and families hosting refugees, and will address these needs as appropriate.

### **Durable solutions**

3.11 In accordance with their respective mandates, UNHCR and WFP will promote the use of assistance to encourage and build the self-reliance of beneficiaries. This will include programming food and non-food aid to support asset-building, training, income-generation and other self-reliance activities. With the increase in self-reliance, UNHCR and WFP will carefully plan for the reduction of assistance in consultation with the government, non-governmental organization (NGO) partners and beneficiaries. Possibilities for allocating

agricultural land for use by refugees will be pursued with host governments, whenever possible.

3.12 WFP will be closely associated with the planning and implementation of repatriation operations, particularly with regard to timing, security and other components that would affect food aid planning and implementation. Decisions on the use of WFP food will be taken jointly. If a repatriation commission is established by the governments concerned, UNHCR will request WFP's participation (as an observer or as otherwise agreed) in its meetings.

3.13 UNHCR, in consultation with WFP and other relevant partners, will develop reintegration strategies that help integrate refugees into their former or new communities, keeping in mind the broader food security situation of such communities as well as government policies and sensitivity. Normally, assistance provided to communities or areas is likely to be more appropriate than that provided to individuals. UNHCR and WFP will make efforts to link UNHCR's short-term reintegration programmes to longer-term development plans/programmes of the region, including those of WFP and other development actors.

### **Nutrition**

3.14 The indicative average energy and protein requirements for human beings established by the Food and Agriculture Organization (FAO) and the World Health Organization (WHO) (2,100 kcal per person per day, with 10–12 per cent coming from protein) will be maintained as the initial planning figure to apply at the onset of any emergency situation. This figure will be adjusted as soon as possible to take into account the temperature in the area and the demographic composition, health, nutritional status and physical activity levels of the beneficiaries, as specified in the Joint WFP/UNHCR/UNICEF/WHO Guidelines for Estimating Food and Nutritional Needs in Emergencies. Other factors, such as the ability of the population to provide its own food and those factors specified in article 3.6, will also be taken into consideration when estimating the food aid needs of the beneficiaries. Agreed-upon nutritional guidelines will be used to assess the food needs for both the general and any selective feeding programmes that may be necessary.

3.15 UNHCR, through its implementing partners (health agencies), is responsible for monitoring the nutritional status of refugees and for the implementation of any selective feeding programmes that may be necessary. UNHCR will organize regular nutritional surveys and maintain an effective surveillance system for monitoring the nutritional status of refugee populations. UNHCR will ensure the full involvement and the effective participation of WFP staff in both the planning and the execution of the nutritional surveys, and in the analysis or interpretation and dissemination of the results. The nutritional status of the refugees will also be reviewed as part of a joint assessment mission. The decision to implement selective feeding programmes will be taken jointly

by UNHCR and WFP on the basis of agreed-upon guidelines (WFP/UNHCR Selective Feeding Guidelines). UNHCR will keep WFP informed regularly on the implementation of such programmes. WFP, on the basis of the evaluation of its technical staff at the country and regional levels, may recommend to UNHCR specific actions in the nutrition field.

#### **HIV/AIDS prevention**

3.16 The HIV/AIDS pandemic affects the socio-economic and security situation of the beneficiaries of this MOU. In its implementation, both agencies will seize every opportunity to address the impact of HIV/AIDS on the populations of mutual concern and to promote prevention and care activities.

#### **4. RESPONSIBILITIES FOR RESOURCE MOBILIZATION AND MILLING**

4.1 WFP is responsible for mobilizing the following commodities, whether for general or selective feeding programmes: cereals; edible oils and fats; pulses (or other sources of protein when appropriate and jointly agreed upon); blended foods; salt; sugar; and high-energy biscuits. Where beneficiaries are totally dependent on food aid, WFP will ensure the provision of blended foods or other fortified commodities in order to contribute to preventing or correcting micronutrient deficiencies.

4.2 UNHCR is responsible for mobilizing complementary food commodities when recommended by JAMs or on the basis of specific health/nutritional and/or social assessments, particularly when refugees have limited access to fresh food items. These complementary commodities include local fresh foods and therapeutic milk (to be used in selective feeding programmes). UNHCR may mobilize spices and tea, when recommended.

4.3 Within its assistance activities, UNHCR is responsible for ensuring adequate supplies of non-food items and services, in particular those relevant to the safe and effective use of food aid, such as cooking utensils, fuel, water and sanitation, medicines, soap and shelter. UNHCR and WFP should promote nutritionally and environmentally sound practices, and cooking techniques and technologies for saving fuel.

4.4 Furthermore, UNHCR and WFP will facilitate the mobilization of seeds, tools and fertilizers, in cooperation with relevant government bodies and competent United Nations and development cooperation agencies.

4.5 The joint assessment mission will determine the specific food commodities and quantities required. The assessment will also determine whether cereals are to be provided in whole grain or as flour. For practical, nutritional and environmental reasons, it is generally preferable to provide flour in the early

stages of an emergency, but such provision may be difficult to sustain in protracted operations. If whole grain is provided, local milling capacity must be available. The ration should include compensation for milling costs (normally between 10 and 20 per cent of the cereals provided), if these costs are borne by the beneficiaries. WFP is responsible for mobilizing the necessary resources for milling and will provide milling facilities for the beneficiaries where feasible. Women will be particularly encouraged to play a key role in the management of the milling services, when appropriate.

4.6 WFP and UNHCR will maintain effective systems for monitoring their commodity pipelines and will keep each other closely and regularly informed, at both the country office and regional bureau levels, of any significant developments. UNHCR and WFP will consult immediately should it become clear that either organization may not be able to ensure the timely arrival (including milling) of food and non-food commodities under their responsibility, whether because of unavailability of resources, delayed deliveries, logistical problems, or other constraints. Systems should be put in place to ensure that such information is available at least three months in advance. As a consequence, appropriate remedial action will be taken jointly, such as the issuing of joint donor appeals, press statements, temporary modifications of the food basket composition to maintain the agreed-upon energy (kcal) level and any other action agreed upon at the field and regional levels.

## **5. RESPONSIBILITIES FOR FOOD DELIVERY AND DISTRIBUTION**

5.1 WFP is responsible for the timely transport to agreed-upon extended delivery points (EDPs) of sufficient quantities of those food commodities it is responsible for mobilizing (specified in article 4.1). WFP is also responsible for storing these commodities at the EDPs, and for managing the latter. WFP will keep UNHCR informed of the in-country logistic arrangements made to implement the agreed-upon programme.

5.2 UNHCR is responsible for the timely transport and for the storage of sufficient quantities of those food and non-food commodities it is responsible for mobilizing (specified in article 4.2). Unless otherwise agreed, UNHCR is also responsible for the transportation of WFP food commodities from the EDPs to the final delivery points (FDPs) and for their final distribution to beneficiaries. Responsibility is assumed ex-warehouse (i.e. EDP) or free-on-truck/free-on-rail, taking into consideration practice in the country. UNHCR will keep WFP informed of the logistical arrangements made to implement the agreed-upon programme.

5.3 The location of an EDP is proposed by the country offices, in accordance with agreed-upon Guidelines for Locating EDPs and Operating EDP Storage Facilities, and confirmed by UNHCR and WFP regional bureaux. The location selected should minimize overall costs and maximize management efficiency

of the operation as a whole. EDPs should be located where sufficient warehousing space can be made available to ensure regular final distribution and the most efficient possible onward transportation, thus avoiding the need for further intermediate storage or trans-shipment between the EDP and the distribution location. Management and security considerations are particularly important. The distribution site should also be as close as possible to households, to minimize the burdens and risks to women managing food distribution and/or collecting the food.

5.4 Arrangements for the final distribution of food commodities to beneficiaries are agreed-upon jointly by the government, UNHCR and WFP, in consultation with beneficiaries, particularly women's committees, and in conformity with the established commodity distribution guidelines. These arrangements will respect UNHCR and WFP's policy of ensuring the maximum possible appropriate involvement of the beneficiary community, and of women in particular, in all aspects of distribution. The final distribution of food commodities will be normally the responsibility of an implementing partner of UNHCR (except in those countries selected for the pilot activities mentioned in article 5.8), whose designation shall be jointly agreed upon by UNHCR and WFP. The distribution modalities and the responsibilities of the implementing partner for reporting on the distribution and use of food commodities are the subject of a tripartite agreement among UNHCR, WFP and the implementing partner. Tripartite agreements will be signed in every joint operation. UNHCR is responsible for ensuring, in collaboration with WFP, that implementing arrangements also provide appropriate guidance to beneficiaries on their entitlements, distribution schedules and how to prepare food in a manner that minimizes cooking time and safeguards the food's nutritional content.

5.5 Bearing in mind the broader context in which the food distribution process takes place, and its impact, in particular on the protection situation of the assisted population, the country office of either UNHCR or WFP may, at any moment, request modifications to the pattern of distribution, or stop distribution altogether, if deemed appropriate. Should the country office of either agency disagree with this request, the matter will be submitted to the corresponding regional bureaux of both organizations for final joint decision. Pending this final resolution, the process of food distribution will proceed as previously agreed.

5.6 In targeted feeding programmes such as school feeding and food for work, and in non-camp situations in the country of asylum or in situations where food assistance is targeted to both IDPs and refugees, UNHCR and WFP may agree to transfer the responsibility for distribution to WFP.

5.7 There is no automatic retroactive entitlement when full distribution of the agreed-upon ration has not been possible. The decision on any exceptional retroactive distribution will be made jointly by UNHCR and WFP and will be based on substantive evidence of any negative effects of the reduced ration on refugees' well-being.

5.8 On a pilot basis and for an initial duration of 12 months (per country), WFP will assume, at its own cost, responsibility for the final distribution of the basic food ration in five refugee programmes. The pilot country programmes will be selected jointly by UNHCR and WFP based upon jointly agreed criteria and in consultation with the concerned WFP/UNHCR country teams. For the countries in which WFP will take responsibility for food distribution, WFP and UNHCR will agree on transitional provisions so as to ensure a smooth hand-over of related responsibilities. The pilot activities will be jointly evaluated. The findings of that evaluation and their implications will be the subject of further discussions between UNHCR and WFP.

5.9 UNHCR will maintain its responsibility for distribution of food in selective feeding programmes.

## **6. RESPONSIBILITIES FOR FUNDING AND APPROACHES TO DONORS**

6.1 UNHCR and WFP will each mobilize the cash and other resources necessary for the discharge of their respective responsibilities.

6.2 UNHCR and WFP will ensure that the resource implications for each organization are set out in all approaches to donors and related documentation in a manner that makes these responsibilities and their complementarity clear. Details on country-specific landside transport, storage and handling (LTSH) and distribution costs will be provided. Approaches to donors will be coordinated, and UNHCR will share with WFP in advance the text covering food needs in any appeal to donors. Joint approaches will be made whenever appropriate, both at the start of a new operation and at any time should it appear that the response of donors will not ensure the timely delivery of the necessary relief items.

6.3 UNHCR and WFP will urge donors to pledge commodities and cash for all food requirements under this MOU through WFP. Sole exception will be for the few food items that UNHCR is responsible for mobilizing. WFP will manage all contributions channelled through it, and coordinate and monitor donor pledges and shipments, including bilateral and non-governmental donations, of all commodities, seeking to adjust delivery schedules as necessary. UNHCR will be kept informed accordingly.

6.4 WFP will seek to ensure that bilateral food resources for refugees (and asylum seekers), returnees and IDPs falling under this agreement, whether channelled through WFP or not, are accompanied by the full cash resources needed to cover LTSH and other related support costs.

6.5 UNHCR will support WFP's specific approaches to donors to provide cash for local, regional or international purchase, so as to ensure that the needs of

beneficiaries are met in the most timely and cost-effective manner possible. UNHCR will also support WFP's general approaches to donors for cash contributions to bring the Immediate Response Account (IRA) up to, and maintain it at, the approved level, and for contributions to any similar fund, so that WFP can respond swiftly to new emergency food needs.

## **7. MONITORING, REPORTING AND EVALUATION**

7.1 UNHCR and WFP are both responsible for operational reporting and ongoing monitoring. They will establish an effective monitoring and reporting system for each operation under this MOU, with special attention given to gender-specific quantitative and qualitative data on the socio-economic status of beneficiaries. The agreed-upon distribution of responsibilities for monitoring activities will be specified in the Joint Plan of Action developed in each operation under this MOU. The responsibilities of the government or any other implementing partner entrusted with the distribution of WFP food will be set out in the tripartite agreement (referred to in article 5.5) in a manner that allows effective programme management and meets WFP's and UNHCR's responsibilities to donors. This agreement will require the partner entrusted with distribution to report directly to both WFP and UNHCR on the distribution and use of WFP food. UNHCR and WFP field staff will undertake periodic joint monitoring activities at the food distribution sites (which includes food basket monitoring activities) and at the household level (which includes post-distribution monitoring of the end use of the distributed commodities). The capacity of refugees and local communities to contribute to monitoring and evaluation of projects should be taken into account.

7.2 UNHCR and WFP will seek to have multilateral donors accept the standard reports and documentation provided to their Executive Committee and Executive Board, respectively, as fulfilment of reporting requirements, instead of requiring donor-specific reporting.

7.3 The evaluation services of UNHCR and WFP will organize joint evaluations as appropriate, taking into account the scale and complexity of operations covered by the MOU. When an evaluation of a joint operation is organized by one organization, the other shall be informed and invited to participate.

## **8. COORDINATION**

8.1 Close cooperation and regular exchange of information between UNHCR and WFP at the field level are essential. This should also enable the resolution of existing and potential problems without referring them to Headquarters or to the regional bureaux. Focal points or liaison officers will be appointed in both UNHCR and WFP field offices to deal with operational matters covered by the MOU.

8.2 The UNHCR and WFP country offices, in liaison with the relevant government authorities as appropriate, will establish and maintain food aid coordinating mechanisms that allow regular consultation and exchange of information with multilateral and bilateral donors, the diplomatic community, other relevant United Nations organizations and NGO partners. Moreover, for each operation, WFP will establish and chair a joint food security committee. The government and all interested partners will be invited to participate and exchange information on all issues pertaining to food aid, non-food related assistance, food security and nutrition relevant to that operation.

8.3 WFP and UNHCR will share with each other the project documents for assistance under the MOU before they are finalized. Letters of Understanding (LOUs) between WFP and the government will expressly provide for full access to and monitoring by both organizations of all aspects of the operation covered by the LOU. WFP will request UNHCR's association (as an observer or as otherwise agreed) with discussions pertinent to the LOU when it concerns people falling under UNHCR's mandate.

8.4 WFP and UNHCR will collaborate on public information activities to promote awareness of the food security and related non-food needs of beneficiaries, understanding of each organization's role, and support for the work of each organization in addressing these needs. In all joint operations, WFP and UNHCR will regularly acknowledge the role of the other to both the media and the general public in order to ensure the common goal of donor and host government support. At the field level, there should be adequate visibility for each organization.

8.5 At the Headquarters level, coordination on operation-specific matters is the responsibility of the respective operations managers or bureau directors. Joint field missions will be undertaken when warranted by specific situations. Coordination for commodity and resource mobilization issues is the responsibility of the respective resource mobilization services. Responsibility for coordinating overall policies and functional issues lies with the respective directors of UNHCR's Division of Operational Support and WFP's Operations Department, who will encourage direct contact among the technical, logistic and programme coordination staff concerned.

8.6 When either UNHCR or WFP is elaborating or developing emergency response capacities, systems and guidelines or taking any other action that could potentially benefit (or duplicate) the work of the other, the responsible unit in the other organization is to be informed. Furthermore, every effort should be made to maximize the benefits to both.

8.7. UNHCR and WFP will collaborate, as appropriate, on transport and logistics issues, at both the field and Headquarters level, to ensure coordination and best use of their assets and resources. Where possible, this will include regular information exchange, joint logistics planning, and use of common services and tools.

8.8. UNHCR and WFP will exchange information, collaborate and coordinate activities in regards to the safety and security of staff and beneficiaries. UNHCR and WFP will work together to enhance the United Nations Security Management System and, while doing so, promote an integrated approach to staff safety and security for the United Nations and NGO implementing partners.

8.9. UNHCR and WFP will collaborate, as appropriate, on telecommunications and information technology issues, at both the field and Headquarters level, to ensure coordination and best use of their assets and resources. Collaboration in the area of geographic information, such as Geographic Information Systems (GIS), Global Positioning System (GPS) and satellite imagery, will be strengthened to increase inter-agency collaboration and sharing of relevant data in standardized formats.

8.10. UNHCR and WFP will collaborate as appropriate in formulating and implementing joint policies and strategies aimed at promoting gender mainstreaming in all activities. The two agencies will make every attempt to implement joint operations in full respect of their common commitment to enhance the status and role of women. Task forces or gender theme groups at the field level would follow up on the strategies elaborated at Headquarters and would formulate joint action plans.

8.11 Each organization will develop and maintain its own training materials for discharging its responsibilities. Joint workshops will be organized, with priority given to the field. These workshops will focus on enhancing the skills and knowledge required for joint support to operations falling under this MOU. In addition, each organization will invite the other to participate in courses of a more general nature, such as emergency management training, nutrition and vulnerability assessment.

8.12 Joint Headquarters-level meetings with governments and other parties concerned in specific country or regional operations will be organized as

required. If either UNHCR or WFP organizes a meeting with external bodies on operations covered by the MOU, the other organization will be invited.

8.13 Both agencies are committed to ensuring adherence by their staff and those of the partner organizations to their respective codes of conduct and/ or other internationally agreed-upon principles of accountability pertinent to humanitarian workers.

**9. GENERAL PROVISIONS**

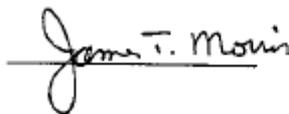
9.1 This revised MOU shall come into effect on the date of its signing and supersedes the revised MOU dated March 1997.

9.2 It governs cooperation in all operations covered by its terms except those operations, or parts thereof, that may be specifically excluded by mutual agreement.

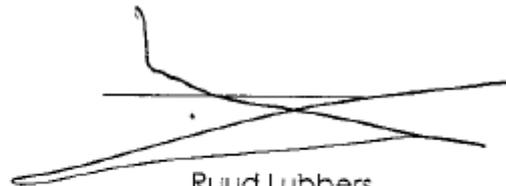
9.3 Should there be disagreement between the respective country offices on a course of action, the matter will be submitted to the corresponding regional bureaux of both organizations for resolution. If it is not possible to reach an agreement at the regional level, the matter will be referred to the Assistant Executive Director for Operations of WFP and to the Assistant High Commissioner of UNHCR for final resolution.

9.4 Whenever the timely supply of the agreed-upon food and related relief items and services to the jointly identified beneficiaries is delayed or totally disrupted, UNHCR and WFP will jointly investigate all possible remedial actions to be taken and the modalities for resourcing.

9.5 The MOU may be modified at any time by mutual written agreement.



James T. Morris  
Executive Director  
WFP



Ruud Lubbers  
High Commissioner  
UNHCR

Date: July 9, 2002,