

**Tunisian Scouts**



**United Nations High Commissioner  
for Refugees**



# **MEMORANDUM OF UNDERSTANDING**

**Memorandum of Understanding**  
**between**  
**the Office of the United Nations High Commissioner for Refugees and**  
**the Organisation of the Tunisian Scouts**

**Considering** the Memorandum of Understanding (the MoU) signed on 3 August 1995 between the United Nations High Commissioner for Refugees (UNHCR) and the World Organization of the Scout Movement (WOSM);

**Considering** that the 1995 MoU sets out the activities and issues on which UNHCR and the national Scout organisations could collaborate<sup>5</sup> at the national level;

**Considering** the arrangements agreed upon at meeting held between UNHCR Representation in Tunisia and the General Commissioner of the Organisation of Tunisian Scouts on 8<sup>th</sup> of July 2015;

**Considering** that refugees and asylum seekers in Tunisia could greatly benefit from activities and initiatives implemented jointly by UNHCR and the Organisation of Tunisian Scouts;

NOW THEREFORE, the UNHCR Representation in Tunisia on behalf of UNHCR and the Organisation of Tunisian Scouts (hereinafter individually referred to as the "Party" and collectively, as the "Parties") hereby agree to enter into this Memorandum of Understanding (hereinafter "MoU") governed by the following principles and provisions:

**Article 1 –Responsibilities of the Parties**

1.1 Subject to availability of funds, UNHCR will support the national Scout Organisation of Tunisia in any appropriate manner, in accordance with its internal rules and regulations.

1.2 UNHCR will set up and provide regular training sessions for the members of the Organisation of Tunisian Scouts. The training sessions will aim at explaining UNHCR's mandate, its activities in Tunisia and the situation of refugees and asylum seekers. An annual calendar of training sessions will be agreed upon between UNHCR Tunisia and the Organisation of Tunisian Scouts.

1.3 The Organisation of Tunisian Scouts shall make available to UNHCR its network to reach out to refugees and asylum seekers living in remote areas, with a view to assessing their situation and supporting them to access public services (education, health, etc.).

## **Article 2 - Joint Activities**

2.1 UNHCR and the Organisation of Tunisian Scouts will implement joint activities in favour of refugees and asylum seekers in Tunisia, notably:

- Including refugees and asylum seekers as far as possible in activities organised by the Organisation of Tunisian Scouts throughout the year in the Tunisian regions (such as sports, recreational and educational activities, camps organized during vacations, Jamboree, etc.);
- Developing and implementing specific activities for refugees and asylum seekers, such as recreational activities for refugee children, social and environmental initiatives involving both refugees and Tunisian nationals.

2.2 It is understood that the activities implemented under the present MoU will be at no cost to the Organisation of Tunisian Scouts. UNHCR's financial contribution to projects under the present MoU shall be mutually agreed upon on a case by case basis subject to sufficient budget funds and shall be made in accordance with the applicable financial rules and regulations.

## **Article 3 – Mutual consultations**

UNHCR and the Organisation of Tunisian Scouts will consult each other in any matter relating to the implementation of the aforementioned initiatives or on the possible development of an activity not explicitly foreseen in the present MoU or the 1995 MoU. These activities will be implemented in accordance with the respective rules, regulations and principles of both organisations based on subsequent written arrangements.

## **Article 4- General Provisions**

4.1 The Parties shall each be responsible for their own staff and other personnel or sub-contractors with respect to any claims or liabilities arising in connection with their respective activities under this MoU, namely any claim brought by any third parties for damages, injury or death as a result of any act or omission by their respective staff, other personnel or sub-contractors.

4.2 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 nor emblem, except as separately agreed in writing by the Parties.

4.3 Should the collection and processing of personal data of refugees and asylum seekers be performed by Organisation of Tunisian Scouts in order to carry out agreed activities under the present MoU, the Organisation of Tunisian Scouts agrees to abide by the standards and basic principles of personal data protection as contained in the "Policy on the Protection of Personal Data of Persons of Concern to UNHCR" (UNHCR/HCP/2015/6) based on a subsequent data sharing agreement. Part of the trainings session, as provided in article 1.2 above, will be reserved to assist the Organisation of the Tunisian Scouts in building or enhancing its capacity in order to comply with the data protection standards and principles.



4.4 Any dispute, controversy or claim between the Parties arising out of or relating to the present MoU or the breach, termination or invalidity thereof, unless settled amicably within 60 days after receipt by a Party of another Party's request for such amicable settlement, shall be referred by either of the Parties to arbitration in accordance with United Nations Commission on International Trade Law (UNCITRAL) arbitration rules then obtaining. The Parties shall be bound by any arbitration award as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

4.5 Nothing in or relating to this MoU or other subsequent agreement shall be deemed a waiver, expressed or implied, of any of the immunities and privileges enjoyed by UNHCR.

4.6 This MoU shall enter into force on the date of its signature by both Parties. It is concluded for an initial period of one year, renewable upon mutual written agreement in the form of an exchange of letters between the UNHCR Representation in Tunisia and the High Commissioner of the Organisation of Tunisian Scouts.

4.7 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.

4.8 Either Party may terminate this MoU by giving the other Party one-month written notice.

4.9 This MoU constitutes the sole and complete agreement between the Parties with regards to the issues defined therein. Any prior commitment, whether verbal or written, relating to the subject of this MoU is superseded hereby,

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have reviewed and signed this Memorandum of Understanding in two originals on the day and date mentioned below. Each Party have kept an original copy to put into force accordingly.

Mazin Abu Shanab  
Representative, UNHCR Tunisia



Date 14 June 2016

Wahid Laabidi  
General Commissioner of the Organisation  
of Tunisian Scouts

