Memorandum of Understanding

Between

Norwegian Refugee Council, the Co-Chair For the Shelter Cluster in the Northwest and Southwest Regions in Cameroon

and

United Nations High Commissioner for Refugees (UNHCR) as Cluster Lead Agency

I. Background

UNHCR is the Global Lead Agency for the Shelter Sector as designated by the Inter-Agency Standing Committee ("IASC") and takes overall responsibility for the proper and effective functioning of the Shelter Cluster. In Cameroon, UNHCR is the lead agency for the Protection and the Shelter/NFI Sector. NORWEGIAN REFUGEE COUNCIL has been operational in Cameroon since 2017 and is presently providing life-saving humanitarian action to crisis-affected populations in Far North Cameroon, Northwest and Southwest regions and in the East for CAR refugees. NRC’s main program sectors in Cameroon are: Information Counseling and Legal Assistance, WASH, Shelter, Livelihoods and Food Security, Education, NRC is also actively co-chairing sectors such as: Housing, Land and Property Rights (NWSW and national level), Cash Working Group (Far North), Legal and Civil Documentation in Far North among others.

II. Objective of Co-Coordination of Shelter Sector

The overarching objective of this Memorandum of Understanding (this "MoU") between UNHCR and NORWEGIAN REFUGEE COUNCIL (collectively the "parties") is to improve the effectiveness of the humanitarian response of the Shelter Sector in accordance with the Sector TORS and the guidance notes of the IASC relevant to Sector coordination to meet high standards of transparency, predictability and accountability to affected communities. With the support of
NORWEGIAN REFUGEE COUNCIL in Cameroon, the designated Shelter Cluster/Working Group Co-Facilitators will work with the Shelter Sub-National Coordinators of UNHCR to:

- Support the Shelter Sector in advocacy and resource mobilization (Deliverable: advocacy strategy and tools);
- Strengthen effective management of the sector, particularly at the level of thematic/technical working groups (Deliverable: SHELTER/NFI Technical Guidelines through a cycle of Technical Working Groups);
- Reinforce the centrality of protection in the humanitarian shelter response, especially with regards of the House Lands Properties (Deliverable: one workshop facilitated with the scope of HLP aspects inclusion in the shelter strategy);
- Improve the accountability of the Shelter/NFI Cluster/Working Group partners in the humanitarian response.

The NORWEGIAN REFUGEE COUNCIL Shelter/NFI Cluster/Working Group Co-Facilitators (one in Maroua and one in Bamenda) will work with the Shelter/NFI Cluster/Working Group Sub-National Coordinators of UNHCR to support the coordination of the Shelter/NFI Cluster/Working Group at sub-national level in Maroua and Bamenda.

III. Time Frame

For the Maroua and Kousseri facilitation role, this MoU shall enter effect on the date of its signature and will remain in effect for twelve months from the date of its signature.

IV. Geographic Coverage

NRC will first facilitate the sub-national level coordination in Maroua and Bamenda. The UNHCR Coordinator and NRC Co-Facilitator will support and facilitate the link between the sub-national and the national level coordination.

V. Roles and Responsibilities

a) Generally

The NORWEGIAN REFUGEE COUNCIL Shelter/NFI Cluster/Working Group Co-Facilitator will support the Shelter/NFI Cluster/Working Group Sub-National Coordinators of UNHCR to carry out activities outlined at the paragraph b) of this section. Activities will be shared and divided as agreed, with the ultimate responsibility remaining with the Shelter/NFI Cluster/Working Group Sub-National Coordinators of UNHCR to report through UNHCR as the Shelter Sector Lead Agency in the humanitarian response architecture. The parties are both responsible for undertaking tasks
outlined in the relevant guidelines of the IASC; however, UNHCR as the Shelter Sector Lead Agency maintains the sole responsibility for being the provider of last resort.

The Shelter/NFI Cluster/Working Group Sub-national Coordinators of UNHCR and the NORWEGIAN REFUGEE COUNCIL Shelter/NFI Cluster/Working Group Co-Facilitator will be equally responsible for coming to an agreement on a joint work plan that outlines their specific tasks and timeframes.

b) Specific Responsibilities of the NORWEGIAN REFUGEE COUNCIL Shelter/NFI Cluster/Working Group Co-Facilitator:

Co-Facilitation of the Shelter Cluster and Working Group

As agreed with the Shelter Sector Coordinator of UNHCR, coordinate and lead thematic or technical working groups on Shelter/NFI programming, ensuring strategic direction, guidance and tools for effective shelter assistance and service delivery on activities;

- Collaborate with National Shelter Sector in the development of national tools and work plans and ensure a coordinated shelter response to meet the needs of the Shelter Sector’s populations of concern;
- Support the capacities and participation of partners, especially the sub-national actors in the Shelter Sector coordination by engaging them bilaterally and multilaterally;
- Co-Chair the Shelter/NFI Cluster/Working Group meetings, represent the Shelter/NFI Cluster/Working Group Coordination of UNHCR in other Shelter/NFI and Inter Sector meetings at sub-national level, as needed;
- Support the Shelter/NFI Cluster/Working Group Coordinators of UNHCR with respect to engagement in OCHA-led processes, e.g. Humanitarian Pooled Fund, Humanitarian Needs Overview, Humanitarian Response Plan and contingency planning, and other national coordination mechanisms and working groups set up in Cameroon;
- Support coordination among humanitarian partners in responding to needs and filling gaps, ensuring prioritized coverage of geographic areas or activities, or through focal points for specific issues and/or sites where necessary;
- Support the Shelter/NFI Cluster/Working Group Sub-National Coordinators of UNHCR in providing technical support in drafting strategies, position and policies for the NFI Cluster/Working Group Sub-national and the humanitarian community in the Far North, North-West, South-West regions;
- Co-represent the interests of the Shelter/NFI Cluster/Working Group at Sub-national level and its members in discussions with stakeholders on prioritization, resource mobilization and advocacy.
Training and capacity building

- Support NFI Cluster/Working Group at Sub-National level and humanitarian partners in programming for Shelter, including through technical guidance and support on specific thematic areas.

Monitoring, reporting and analysis

- Encourage efforts to harmonize shelter monitoring tools, reporting or assessment formats in consultation with NFI Cluster/Working Group members at Sub-National level;
- Encourage adequate reporting and effective information sharing, with due regard for age and sex disaggregation formats in consultation with NFI Cluster/Working Group members at Sub-National level.

Advocacy and resource mobilization

- Identify core advocacy concerns for the NFI Cluster/Working Group at Sub-National level through consultative processes, including resource requirements;
- Contribute key messages to broader advocacy initiatives and other relevant actors and support local interventions when violations of international standards and principles occur.

VI. Representation of the Sector

When representing the Shelter/NFI Cluster/Working Group at Sub-National level (in Maroua and Bamenda), both the Shelter/NFI Cluster/Working Group Coordinators of UNHCR and the NORWEGIAN REFUGEE COUNCIL Co-Facilitators commit to neutrally representing the Shelter/NFI Cluster/Working Group and not UNHCR or NORWEGIAN REFUGEE COUNCIL, respectively, whenever possible, meetings that relate to the Cluster/Working Group, inter-Sector or Sector representation should be attended by both the Cluster/Working Group Coordinators of UNHCR and the NORWEGIAN REFUGEE COUNCIL Co-Facilitators. Cluster/Working Group Coordinators of UNHCR and the NORWEGIAN REFUGEE COUNCIL Sector Co-Facilitators should be able to represent the Shelter/NFI Cluster/Working Group jointly. Where this is not possible, representation at meetings should be equally and strategically divided between the Cluster/Working Group Coordinators of UNHCR and the NORWEGIAN REFUGEE COUNCIL Co-Facilitators through mutual agreement of the parties, including through coordination of respective mission and absence schedules. In any meeting where one party is not present, key talking points should be agreed on between the parties prior to the meeting and outcomes or minutes of the meeting be communicated by the party present in the meeting to the party that was not present in the meeting within a reasonable period afterwards.
VII. Reporting Lines

The NORWEGIAN REFUGEE COUNCIL Cluster/Working Group Co-Facilitators report internally to NORWEGIAN REFUGEE COUNCIL respective Area Manager on the development and implementation of work plans. The Cluster/Working Group Coordinators of UNHCR reports internally to UNHCR respective Head of Sub-Office and National Shelter/NFI Sector Coordinator as the Shelter Sector Lead Agency.

The National Shelter/NFI Sector Coordinator regularly inform the UNHCR Representative and NORWEGIAN REFUGEE COUNCIL Country Director on crucial Sector matters prior strategic meetings with operation stakeholders.

VIII. Resource Allocation

As a requirement for Cluster/Working Group Co-Facilitation, NORWEGIAN REFUGEE COUNCIL is responsible for ensuring that two staff with adequate skills in coordination, with sufficient access to technical knowledge and ability related to the Shelter Cluster/Working Group, assigned as, and supported by NORWEGIAN REFUGEE COUNCIL to carry out the role of the NORWEGIAN REFUGEE COUNCIL Shelter Co-Facilitators for at least three days a month on a period of twelve months starting from the signature of this Memorandum of Understanding.

IX. Confidentiality

The parties acknowledge that information disclosed by one party to the other (the disclosing party) during the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

X. Dispute resolution

If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.

Within 7 days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith [and by reference to the goals and objectives / roles and responsibilities set out above] and on a without prejudice basis with a view to resolving the dispute or difference.
XI. Variation

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties. This MoU may be reviewed and can be revised and extended with the consent of the parties.