

**MEMORANDUM OF UNDERSTANDING**  
**ON THE CO-COORDINATION OF THE SHELTER & NFI CLUSTER**  
**IN SUDAN (NATIONAL LEVEL)**  
**THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**  
**(UNHCR) AND ADVENTIST DEVELOPMENT AND RELIEF AGENCY (ADRA)**

**Operational context**

1. The Shelter and NFI (S/NFI) Cluster (hereafter “the Cluster”) was activated by the Resident/ Humanitarian Coordinator in Sudan in 2012 as approved by the IASC Principals, based on an initial assessment of the needs and after discussion with the Host Government and Cluster Lead Agencies. Its functions are detailed in its Terms of Reference (ToR).
2. This memorandum of understanding (MoU) between the United Nations High Commissioner for Refugees (UNHCR) and Adventist Development and Relief Agency (ADRA) (hereafter “the parties to the MoU”) outlines the modalities of their co-coordination arrangement for the Cluster in Sudan at the national level.
3. The MoU is guided by the principles established in the Terms of Reference for the Co-Chair Organization of the S/NFI Cluster Sudan at national level, which was developed and endorsed by all cluster partners (see Annex 1).
4. The MoU applies to all areas of operations and activities coordinated by the Cluster.
5. UNHCR is the Cluster Lead Agency (CLA) for the S/NFI Cluster in Sudan. The CLA is responsible for ensuring that the cluster is functioning at the highest standards in meeting its core functions. The CLA assumes responsibilities for the allocation of resources, for the coordination of the Cluster and as the *provider of last resort* (POLR).
6. The NGO ADRA was selected as co-coordinating agency - according to a set of criteria through a transparent process by the Cluster - for two years and confirmed by the CLA on 07/12/2022 to support the coordination of the cluster and ensure NGO representation within the cluster’s coordination team.

**Timeframe**

7. This MoU is applicable for two years starting from the date of signing of the MoU.
8. The process for renewal shall ideally start six (6) months prior to the end of the duration of the co-coordination arrangement.
9. If the co-coordinating agency unilaterally decides to cease its responsibilities under this MoU before the end of the co-coordination arrangement, a notice period of at least six months shall be given to ensure a smooth transition with the new co-coordinating agency and to avoid gaps in co-coordination.

### **Principles of Partnership and Division of Responsibilities**

10. This MoU is to be implemented in accordance with the Principles of Partnership: equality, transparency, result-oriented approach, responsibility and complementarity.
11. The CLA Coordinator and NGO Co-coordinator are jointly responsible to ensure an effective, transparent, and coordinated approach to fulfilling the core functions of the Cluster as defined by the Inter-Agency Standing Committee and the GSC.
12. The coordinator and co-coordinator shall agree on a joint workplan describing their roles and responsibilities.
13. Monitoring the performance of the Cluster is the joint responsibility of both parties with the support of the GSC.

### **Representation of the Cluster**

14. The coordinator and co-coordinator commit to represent the interests and positions of the Cluster and of its national and international partners, including but not limited to that of their parent agency/organisation.
15. Both coordinator and co-coordinator represent the cluster. Whenever possible, any coordination meetings and cluster representation functions should be attended jointly – especially but not limited to the cluster and inter-cluster meetings. When joint participation is not possible or needed, the coordinators will agree on key objectives, positions, actions for these meetings, and will debrief on meetings outcomes.
16. In case of absence of the CLA Coordinator, the NGO Co-coordinator shall act as Officer in Charge (OIC) for the Cluster to ensure predictability and continuity of cluster coordination and leadership.
17. The CLA, as a permanent member of the HCT, commits to active participation and representation of the S/NFI Cluster at the HCT. Depending on the context, and upon HCT request, the S/NFI Cluster coordinator as well as co-coordinator may attend the HCT directly.

### **Decision Making & Information Sharing**

18. The coordinator and co-coordinator commit to joint decision-making and information-sharing between them in all aspects of the cluster functions.
19. The coordinators commit to engage and share information with Cluster members on key decisions to ensure collective ownership. When not possible, the coordinator and co-coordinator will ensure to keep cluster operational partners, and, where it is established, the SAG, informed on key decisions and actions taken on behalf of the cluster.

### **Accountability**

20. While ultimately accountable to the affected populations they commit to serve, the parties to the MoU and their (co)coordinators are accountable to the Cluster operational partners for ensuring that the Cluster is functioning to the highest standards, for fulfilling the Cluster core functions, and for representing the interests of the whole Cluster and its operational partners.
21. In accordance with the IASC guidelines, the Country Representative of the CLA is ultimately accountable to the Humanitarian Coordinator on behalf of the S/NFI Cluster and its partners.

22. The CLA is also accountable to national authorities, as primary duty-bearers, and will ensure appropriate coordination with both national and local authorities as much as possible.

#### **Staffing and Reporting Lines**

23. The parties to the MoU are responsible for ensuring that staff with adequate experience and skills in coordination are in place and actively supported to carry out their roles and responsibilities.
24. The CLA is responsible for providing a dedicated Cluster Coordinator and a part-time Information Management Officer (IMO) to support the cluster.
25. The Co-Coordinating NGO is responsible for providing a part-time Cluster Co-coordinator dedicating at least 50% of his/her time to the Cluster.
26. While each party to the MoU is responsible for the recruitment of the staff dedicated to the S/NFI Cluster, they may consult each other during the process. The final decision on the recruitment remains the sole prerogative of the recruiting partner.
27. The coordinator and co-coordinator report to their respective agency: the CLA Coordinator and other CLA staff report internally to the CLA, while the NGO Co-coordinator and other NGO staff dedicated to the S/NFI Cluster report internally to the NGO. Notwithstanding their internal reporting lines, the S/NFI Cluster coordination team will work together in a spirit of collaboration, mutual trust, respect, and partnership.
28. If part-time or double-hatting staffing is relied upon by any of the parties, clear roles and responsibilities for that staff member will be agreed upon to avoid conflict of interest and ensure that their involvement in the cluster coordination is neutral and transparent.
29. The respective line managers of the CLA Coordinator and NGO Co-coordinator will meet jointly regularly to review and discuss the coordination arrangement, review progress of the workplan and adjust as needed, identify any capacity gaps, and address challenges arising.

#### **Resource Allocation**

30. The parties to the MoU shall bear their own costs and expenses in connection with their respective staff and activities carried out under this MoU, unless otherwise expressly stipulated under any subsequent agreement.
31. Parties to the MoU are responsible to provide their respective staff with adequate resources, equipment, and transportation necessary for the execution of their roles and responsibilities.
32. Subject to their respective internal rules, costs related to Cluster coordination should be included in the respective programming budgets of the CLA and the NGO. These costs should not be included in a partnership agreement between the CLA and the NGO.
33. Wherever possible, the CLA will seek to provide working space in the CLA's offices to the NGO staff dedicated to the S/NFI Cluster to ensure improved collaboration with the CLA Cluster Coordinator and CLA staff.

#### **Visibility**

34. In addition to any other relevant logo, the parties to the MoU agree to use the S/NFI Cluster logo and visibility items for all reports, presentations, official communication, and other visibility materials in the exercise of their Cluster functions.

### Security

35. Each party maintains responsibility for the security of its staff. The security protocol of the parties will apply to their respective staff for the implementation of their roles and responsibilities.
36. In case of emergency, the parties to the MoU will include each other's staff, i.e., members of the Cluster Coordination Team, in evacuation plans if present at each other's premises.

### Mechanisms on Dispute Mitigation and Resolution

37. In case of disagreement regarding the implementation of this MoU, the issue will be referred to the coordinators' respective supervisors.
38. As a last resort, the dispute should be taken to the parties' respective Country Representatives.
39. If issues cannot be resolved at the country level, they will be escalated to the GSC.

### Privileges and Immunities

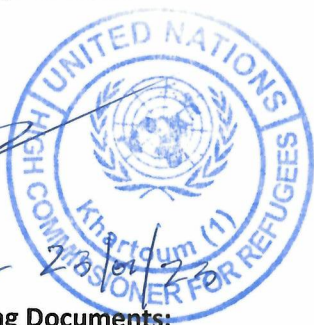
40. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and /or of UNHCR (as a subsidiary organ of the United Nations).

#### UNHCR Country Representative

Axel Bisschop

Place and Date:

*Khartoum 26/01/2023*

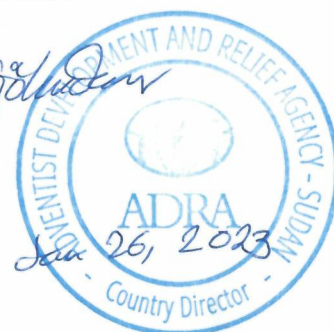


#### ADRA Country Director

Martin Sjölander

Place and Date:

*Khartoum*



#### Annexed Supporting Documents:

- TORs for the S/NFI Cluster Sudan Co-Chair Organization at national level
- IASC Reference Module for Cluster Coordination