



## **LETTER OF UNDERSTANDING**

between

**THE OFFICE OF THE UNITED NATIONS  
HIGH COMMISSIONER FOR REFUGEES,**  
a subsidiary organ of the United Nations,  
having its headquarters at  
94 rue de Montbrillant, 1202 Geneva, Switzerland  
("UNHCR");

and

**Organization of People with Disabilities of the Republic of Moldova**  
having its headquarters at  
9 Cojocarilor Str., Chisinau, Moldova  
(the "Operational Partner").

### **PREAMBLE**

**WHEREAS**, UNHCR on the basis of its Statute of 1950, the 1951 United Nations Convention relating to the Status of Refugees and subsequent resolutions of the United Nations General Assembly, is mandated to provide international protection, assistance and solutions to refugees and other categories of persons of concern and to prevent and reduce statelessness;

**WHEREAS**, the Organization of People with Disabilities of the Republic of Moldova has a purpose to achieve and implement activities which aim to defend the rights and interests of persons with disabilities;

**WHEREAS**, the Parties wish to collaborate in delivering 200 wheelchairs for people with disabilities (PWD) from refugees and host communities upon the request of UNHCR and its other operational partners subject to prior consultation with UNHCR, Moldova;

**NOW, THEREFORE**, UNHCR and the Operational Partner (hereinafter collectively referred to as the "Parties" and individually as a "Party") agree as follows:

### **CLAUSE 1. PURPOSE AND SCOPE**

1.1. This Letter of Understanding (hereinafter "LoU") sets out the scope of collaboration between UNHCR and the Operational Partner. The main objective of collaboration in accordance with this LOU is for the Operational Partner to distribute the wheelchairs to the PWD from refugees and from the hosts communities upon the request of UNHCR and its other operational partners subject to prior consultation with UNHCR, Moldova. The LoU has been developed in recognition of the respective mandates, responsibilities, strategic objectives, and mission statements of the Parties.

A handwritten signature in blue ink, consisting of a stylized letter 'S' followed by a horizontal line.



- 1.2. The Operational Partner has confirmed readiness to distribute the wheelchairs to the targeted individuals. The Protection Unit of UNHCR, Moldova have assessed the situation and concluded that the Operational Partner will be the most appropriate organization to receive such a donation for distribution. The organization has warehouses in Chisinau, Republic of Moldova, of 100 square meters and 300 square meters capacity which is sufficient to store the donated items safely. Additionally, the Operational Partner also maintains cooperation with other organizations that offered support to the refugees, thus it can assist these organizations with wheelchairs as required.
- 1.3. The MoU establishes an overall framework between the Parties for collaboration and coordination in the specific areas as follows:
- (a) Delivery of 200 wheelchairs (with an estimated value of USD 19,383.00, Nineteen Thousand three Hundred Eighty Three Dollars) by UNHCR to the Operational Partner.
  - (b) Storage of 200 wheelchairs in the Operational Partner's warehouse.
  - (c) Distribution of wheelchairs by the Operational Partner to the targeted individuals.
  - (d) Reports and updates from the Operational Partner on the distribution of wheelchairs to the targeted individuals, as well as to the other operational partners.
  - (e) Monitoring and verification by UNHCR of the wheelchairs' distribution process as required.

## **CLAUSE 2. DURATION, AMENDMENT AND TERMINATION**

- 2.1. This LoU shall enter into force on the date of its signature by both Parties and shall remain in effect until 31 December 2022, subject to availability of funds and needs identified by both Parties, this LoU may be renewed upon mutual written agreement.
- 2.2. This LoU 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.
- 2.3. Either Party may terminate this LoU at any time by giving to the other Party one-month prior written notice.

## **CLAUSE 3. RESPONSIBILITIES OF THE PARTIES**

- 3.1. Responsibilities of UNHCR
- (a) Subject to the availability of resources, UNHCR will provide Wheelchairs to the Operational Partner for distribution (eligibility criteria will be defined jointly by partner and UNHCR. UNHCR will review the list of targeted PWDs and approve before distribution);
  - (b) UNHCR will:
    - Deliver 200 wheelchairs to the Operational Partner.



- UNHCR issue waybill which will be signed by issuer (UNHCR) and receiver (partner).
- UNHCR will review the list of targeted PWDs and approve before distribution.
- Monitor the distribution of the wheelchairs by reviewing the reports and other updates.
- UNHCR will verify the distribution of wheelchairs as required.

### 3.2. Responsibilities of Operational Partner

- (a) The Operational Partner will maintain distribution lists, as well as accurate records in relation to distributions;
- (b) The Operational Partner will maintain records of the movement of wheelchairs and the levels of stock of wheelchairs in storage points;
- (c) The Operational Partner will not sub-contract the distribution of wheelchairs to any third party without the express written consent of UNHCR;
- (d) The Operational Partner will prepare a wheelchairs' distribution plan with information on items and quantities (i.e. monthly/quarterly plan/ad-hoc);
- (e) The Operational Partner will identify refugees and host communities with disabilities through social assistance workers or referral from all their operational partners
- (f) The Operational Partner will distribute the wheelchairs according to the identified cases and approval of UNHCR;
- (g) The Operational Partner will provide reports and updates to UNHCR, Moldova, on the delivery of wheelchairs to targeted individuals;

## **CLAUSE 4. MONITORING**

- 4.1. The Operational Partner shall collaborate with UNHCR in order to facilitate UNHCR's monitoring of the activities to be carried out under this LoU. This may include facilitation of the conduct of field visits by UNHCR personnel for the purpose of collecting, validating and analyzing data regarding the activities to be carried out under this LoU, as well as such other collaboration as UNHCR may reasonably require.

## **CLAUSE 5. REPORTING AND RECONCILIATION**

- 5.1. The Operational Partner shall provide to UNHCR within 5 days of distribution the following reports [in the format of Annex 1 to this LoU]:
  - (a) Wheelchairs distribution reports, which shall also cover any third parties who carry out work for the Operational Partner and receive UNHCR's wheelchairs.
  - (b) All other information related to the collaboration in accordance with this LoU as reasonably requested by UNHCR.
  - (c) The operational partner submits final report to UNHCR, Moldova by or before 05 January 2023 and return remaining quantity of wheelchairs to UNHCR warehouse.
- 5.2. Each of the reports provided by the Operational Partner shall be accompanied by a certification signed by two (2) authorized signatories of the Operational



Partner attesting that the information contained in such report is true complete and accurate.

- 5.3. The Operational Partner shall cooperate with UNHCR to enable UNHCR to undertake reconciliation exercises in relation to the activities carried out under this LoU. Such reconciliation shall take place on a monthly basis or at such other time as UNHCR may inform the Operational Partner. Should a reconciliation exercise show inconsistencies, UNHCR and the Operational Partner shall agree upon steps to correct such inconsistencies.

## **CLAUSE 6. INTEGRITY, ETHICAL AND PROFESSIONAL CONDUCT**

- 6.1. The Parties commit to carry out all their activities in accordance with the highest ethical and professional standards, both within their respective organizations and externally, in conformity with their humanitarian nature, and standards of service and proper conduct for humanitarian actors. This includes sound stewardship, effective use of resources and management of the activities carried out under this LoU, as well as personal and organizational conduct maintaining credibility, reputation, and integrity in order to protect, and attain the best results for UNHCR's persons of concern.
- 6.2. It is agreed that the Parties shall have zero tolerance for corrupt and fraudulent practices, or any other form of misconduct including conflict of interest and shall establish measures for preventing, detecting, reporting and sanctioning corrupt and fraudulent acts.
- 6.3. The Operational Partner shall immediately inform UNHCR of any occasion on which assistance or services to be delivered in accordance with this LoU do not reach the designated beneficiaries due to an intervention that is fraudulent, criminal and/or otherwise unauthorized by UNHCR.
- 6.4. The Operational Partner acknowledges and agrees that neither UNHCR nor any personnel of the Parties shall tolerate sexual exploitation and abuse, nor rights violations and that it shall take appropriate measures to prevent the same. To the extent possible, taking into account the need for a victim-centred approach, the Operational Partner shall promptly and confidentially record and report to the UNHCR Head of Office in the Country of operation or to the UNHCR IGO any allegations of SEA, or any reasonable suspicion (or allegations) of violations of human rights of refugees and other persons of concern, of which the Operational Partner has been informed or has otherwise become aware, and UNHCR shall collaborate on allegations of SEA involving the Operational Partner.
- 6.5. Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular the financing of terrorism, the Parties shall seek to ensure that resources received under this LoU, whether in cash or in-kind, are not used, directly or indirectly, to provide support to terrorism.

## **CLAUSE 7. CONFIDENTIALITY AND PERSONAL DATA**



- 7.1. The Parties shall respect the confidentiality of information pertaining to the activities in relation to this LoU. The Parties shall use all and any data shared in the context of this LoU, including personal information relating to persons of concern to UNHCR, solely for the purpose of implementing the activities under this LoU. Any deviation in the use of data provided by UNHCR as per UNHCR's instructions, including any subsequent use for another purpose or use by a third party, shall be permitted only with the approval of UNHCR.
- 7.2. UNHCR shall not be required under this LoU to share with the Operational Partner any personal data relating to persons of concern. However, in the event UNHCR agrees to share with the Operational Partner such personal data relating to persons of concern, the Operational Partner shall enter into a data sharing agreement in form and content acceptable to UNHCR.

#### **CLAUSE 8. FOCAL POINTS**

- 8.1. Each of UNHCR and the Operational Partner nominate the following personnel to serve as their respective Focal Points with respect to the governance and performance of this LoU:
- (a) For UNHCR: Catalina Birsanu, Protection Associate, UNHCR Moldova
  - (b) For the Operational Partner: Mihail Marginean – Chairman of Organization for People with Disabilities from the Republic of Moldova
- 8.2. The Focal Points shall be the principal contacts between the Parties in respect of the performance and day-to-day management of this LoU, including review of the activities and overseeing that critical milestones are met. The Focal Points shall be the principal contacts for preparation of plans and timetables in accordance with this LoU and for operational communications pursuant to this LoU.

#### **CLAUSE 9. SETTLEMENT OF DISPUTES**

- 9.1. The Parties shall use their best endeavours to settle amicably any dispute, controversy or claim ("Dispute") arising out of or relating to this LoU. Any Dispute that cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, may be referred by either Party to arbitration for exclusive resolution of the Dispute in accordance with the UNCITRAL Arbitration Rules then in force. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such Dispute. The language of any such proceedings shall be English.

#### **CLAUSE 10. CHANGES IN CONDITION**



If, for any reason, changed conditions reduce or increase the need for assistance as originally foreseen, or render distribution of NFIs virtually impossible, the Operational Partner shall immediately inform UNHCR. In the event of such change in condition, the Parties shall consult on the appropriate action to be taken, which may include an agreement to temporarily suspend or terminate this LoU. If the effect of a changed condition is to render performance of this LoU unduly burdensome, either Party may terminate this LoU by giving the other Party at least seven days' notice.

10.1. The Parties agree that unilateral termination of activities imposed by local authorities in charge of registration and/or authorization of work in the area of project implementation of one/both Party/ies is administratively and legally equivalent to a change of condition as referred to in Clause 10.1.

**CLAUSE 11. FINAL PROVISIONS**

- 11.1. Both Parties undertake to implement the LoU in a spirit of partnership in order to best provide protection, assistance and solutions to refugees and other persons of concern to UNHCR.
- 11.2. The Parties will carry out the implementation of activities under this LoU in accordance with their respective rules, policies and procedures, without prejudice to article 7 on UNHCR policies on data protection.
- 11.3. Each Party shall bear its own costs and expenses (including with respect to the respective staff's salaries, fees, entitlements, insurance, travel, accommodation and security coverage) in connection with activities carried out under this LoU, unless otherwise expressly provided under any subsequent agreement.
- 11.4. UNHCR accepts no liability for claims arising out of the Partner's acts or omissions performed in relation to this LoU, including claims for death, disability, damage to property or other hazards which may be suffered by employees, personnel, agents, or representatives of the Operational Partner or by third parties.
- 11.5. Nothing in or relating to this LoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

This Letter of Understanding is entered into by and between:

**For Organization of People with Disabilities of the Republic of Moldova:**

Digitally signed by Marginean Mihail  
 Date: 2022.06.28 18:33:43 EEST  
 Reason: MoldSign Signature  
 Location: Moldova



**For UNHCR:**



Name: Mihail Marginean  
Title: Chairman  
Date: 28.06.2022

*Francesca Bonelli*  
Name: Francesca Bonelli  
Title: Representative,  
UNHCR Moldova  
Date: 30/6/22



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