 

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COMMUNITY COURT OF JUSTICE OF THE**

**ECONOMIC COMMUNITY OF**

**WEST AFRICAN STATES (“CCJ – ECOWAS” or “the Court”)**

**AND**

**THE OFFICE OF THE UNITED NATIONS**

**HIGH COMMISSIONER FOR REFUGEES**

**(“UNHCR” or “the Office”)**

(together “the Parties”)

1. Considering that the Mandate of the CCJ **–** ECOWAS is to ensure the observance of law and of the principles of equity in the interpretation and application of the provisions of the Revised Treaty of ECOWAS and all other subsidiary legal instruments adopted by the ECOWAS Community.
2. Considering that the 2005 Supplementary Protocol relating to the CCJ **-** ECOWAS confirmed the competence of the Court to determine violations of human Rights that occur in any ECOWAS Member State, and provided that individuals are entitled to apply to the CCJ **-** ECOWAS for relief without having first to exhaust local remedies.
3. Considering that the Court may, in the adjudication of cases before it, and in accordance with its rules of procedure, request any person or institution to give an expert opinion.
4. Further considering that in the effective fulfillment of its mission, particularly in issues relating to the rights of refugees, stateless persons and Internally Displaced Persons, it is of utmost importance that the Court has the knowledge and access to the most advanced expertise in this domain.
5. Considering that ECOWAS Member States have experienced several events in recent decades that have generated large numbers of refugees and Internally Displaced Persons (IDPs), and that they are still hosting a significant number of such persons.
6. Recalling Article 35 of the 1951 Convention relating to the Status of Refugees, Article II of the 1967 Protocol relating to the Status of Refugees and Article VIII of the OAU Convention of 1969 Governing Specific Aspects of Refugee Problems in Africa, which oblige States Parties to cooperate with UNHCR;
7. Taking note that UNHCR has a statutory mandate to supervise the application of international legal instruments for the protection of refugees, and that this responsibility can be fulfilled, among other means, by the provision of opinions to courts of law concerning the interpretation of the provisions in the 1951 Convention Relating to the Status of Refugees and its 1967 Protocol, the 1969 OAU Convention governing the specific Aspects of refugee problems in Africa, the 1954 Convention relating to the Status of Stateless Persons, the 1961 Convention on the Reduction of Statelessness, the 2009 African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa and other relevant refugee law instruments;
8. Also recalling the African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (the Kampala Convention), adopted on 22 October 2009, which establishes a binding framework to further advance the rights of IDPs in Africa.
9. Considering that, pursuant to its Mandate, UNHCR provides protection and assistance to refugees, including asylum-seekers, to returnees, to IDPs, to stateless persons and to those at risk of statelessness (all together referred to as “Persons of Concern”).
10. Taking into account the Memorandum of Understanding signed on November 2001 between UNHCR and ECOWAS establishing a general framework for cooperation between the two institutions.
11. Noting that in carrying out its various functions, UNHCR cooperates with courts and quasi-judicial institutions at international, regional, and national levels towards the development of relevant normative standards and their interpretation and application.
12. Considering that the rise in insurgence activities and insecurity has resulted in grave Human Rights violations and destruction of socio-economic infrastructure, as well as the COVID-19 pandemic that has exacerbated the already deteriorating humanitarian situation in the region.
13. Convinced that cooperation between the Parties to this Memorandum of Understanding would be mutually beneficial - allowing them to better address the rights of refugees, including asylum-seekers and the rights of returnees, IDPs, stateless persons and those at risk of statelessness; and to work together to ensure the proper interpretation and application of relevant international, regional and national laws;

**THE PARTIES AGREE AS FOLLOWS:**

**Article 1: Objective**

The objective of this Memorandum of Understanding is to reaffirm the cooperation between the two institutions, and to continue reinforcing their judicial engagement.

**Article 2: Areas of cooperation**

The Parties shall cooperate in the following areas:

2.1. ***Training and capacity building***

* UNHCR and the Court shall collaborate to build the capacity of their respective staff on the Mandate and activities of the other Party.
* UNHCR will seek to enhance understanding of the Court on international legal standards relating to persons of concern to the Office and, the Court will aim to sensitize UNHCR on the jurisdiction, competence, procedures and jurisprudence of the Court.
* UNHCR and the Court shall jointly organize trainings for the Judges and Staff of the Court regularly, on international and regional instruments relating to refugees, IDPs and stateless persons, to identify the roles and responsibilities of the Court in protecting the rights of persons of concern and finding durable solutions to their predicament.
* UNHCR and the Court shall jointly organize training for judges and lawyers in Member states, on the Mandates of the Parties, as well as relevant legal instruments and policies.

2.2. ***Sensitization programmes***

The Parties shall regularly organize sensitization and awareness raising programs in Member states, on the Mandate of the Court, the remedies and reliefs available through the Court, and the procedures to access such reliefs, targeting relevant stakeholders, including specific persons of concern to UNHCR and Civil Society Organizations.

2.3. ***Advocacy programmes***

The Parties shall cooperate to advocate for and support the ratification and domestication of relevant international and regional Conventions, to guide Member States in addressing forced displacement and statelessness, as well as their root causes.

2.4. ***Advice and opinions relating to court cases and/or issues of mutual concern*:**

As consistent with its Protocol and rules of procedure, the CCJ - ECOWAS may seek from UNHCR an expert opinion on issues of fact or law before the Court which fall within the latter’s Mandate. The experts’ opinion, responses and results communicated by UNHCR are not binding on the Court in its adjudication of pending or future cases.

2.5. The Court may grant UNHCR, without prejudice to its privileges and immunities, the right to intervene in its proceedings as *amicus curiae*, following UNHCR`s request in specific case involving Persons of Concern to UNHCR.

2.6. ***Information-sharing***: The Parties shall exchange information, studies, reports, and documents on matters of mutual interest, and shall collaborate in the collection, analysis and dissemination thereof, subject to principles of confidentiality as applicable.

**Article 3: Institutional arrangements**

3.1. The President of the Court, on behalf of the CCJ - ECOWAS, and UNHCR’s accredited representative to ECOWAS, on behalf of UNHCR, shall be responsible for the implementation of this Memorandum of Understanding.

3.2. The CCJ **-** ECOWAS undertakes to inform ECOWAS and its Member States of this Memorandum of Understanding.

3.3. UNHCR undertakes to inform its representations to ECOWAS Member States and all relevant organizations and operational partners of the signature and content of this Memorandum of Understanding.

3.4. The Parties may collaborate with any other institutions whose contribution is necessary for the achievement of any of the objectives of this Memorandum of Understanding.

3.5. Each Party shall ensure that the Memorandum of Understanding is in conformity with its Organizational rules and procedures. No party is authorized to invoke these rules and procedures for the non-implementation of this agreement**.**

**Article 4: Operating modalities**

4.1. The Parties shall collaborate under any other operating modalities, including regular meetings, as shall be mutually agreed upon.

4.2. The Parties shall evaluate the implementation of this Memorandum of Understanding on a periodic basis.

**Article 5: Financial provisions**

The Parties shall cooperate in mobilizing the necessary resources for the implementation of programmes, projects and activities pursuant to this Memorandum of Understanding, as agreed in accordance with supplementary arrangements.

**Article 6: Supplementary arrangements or agreements**

The Parties shall enter into such supplementary arrangements or agreements as shall be mutually agreed upon.

**Article 7: Liability**

7.1. The Parties shall be responsible for their own staff and other personnel and shall defend and hold each other free with respect to any claims or liabilities arising in connection with their respective activities in the implementation of the MoU as a result of any act or omission by their respective staff, other personal and sub-contractors.

7.2. All materials for the purpose of this MoU shall remain the property of the Party that produced the material unless the Party decides otherwise. In this case, the transfer of ownership shall be made in accordance with the Party’s rules and procedures governing the transfer of ownership.

7.3. The use of each Party’s logo or name in connection with activities, projects performed, or any materials produced under this MoU requires the prior written consent of the other Party.

**Article 8: Settlement of Disputes**

The Parties shall use their best efforts to settle amicably any dispute or controversy or claim arising out of this MoU or the breach, invalidity, or termination thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place through negotiation or by any other non-judicial means including arbitration, as agreed upon by both Parties hereto.

**Article 9: Amendments**

The Memorandum of Understanding shall be amended by mutual written consent between the Parties.

**Article 9: Privileges and immunities**

Nothing in relation to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges or immunities of either of the Parties.

**Article 10: Entry into Force and Termination**

The Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force for an unlimited period, unless and until terminated by either or both Parties. To terminate this Memorandum of Understanding, a Party must give three months written notice of its intention to terminate this Memorandum of Understanding to the other Party.

Termination shall not prejudice the obligations of either Party in the joint operations undertaken before the intention to terminate the agreement was expressed.

The obligations assumed by the Parties under this MoU shall nevertheless survive its termination to the extent necessary to permit the orderly conclusion of the MoU.

The following annexes are attached to this Agreement:

Annex A = Joint Plan of Action 2022 - 2025

Modifications of the annexes are to be mutually agreed by the Parties.

**SIGNED IN THREE ORIGINALS IN THE ENGLISH, FRENCH, AND PORTUGUESE LANGUAGES, THE THREE TEXTS BEING EQUALLY AUTHORATIVE BY THE DULY AUTHORISED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:** 

**For the Community Court of Justice of the Economic**

**Community of West African States**

Name: **Honourable Justice Edward Asante**

Title: **President, ECOWAS Community Court of Justice**

Date: **15 July 2022**

**For the Office of the United Nations High Commissioner for Refugees**

Name: **Millicent Mutuli (Ms.)**

Title: **Regional Bureau Director for West & Central Africa**

Date: **15 July 2022**