**Cox’s Bazar WASH Sector Co-Coordination Arrangements between UNICEF and ACF**

**Memorandum of Understanding**

*September 2017*

1. **PURPOSE**
	1. The purpose of this Memorandum of Understanding (MoU) is to clearly define the relationship between the *UNICEF* and *Action Against Hunger (ACF)* for working jointly to lead the WASH Coordination for the Cox’s Bazar response within the Inter-Sector Coordination Group (ISCG)[[1]](#footnote-1) so as to ensure a coherent and effective WASH response to humanitarian needs by mobilizing WASH agencies—INGOs, NNGOs, UNICEF, and government.
2. **TIMEFRAME**
	1. The timeframe of this MoU is 12 months, from October 1st, 2017 until September 30th, 2018. The agreement may be extended with the consent of both co-lead agencies, or revised as necessary to ensure that the structure and responsibilities are adaptive and responsive to the changing external context.
3. **INTER-SECTOR COORDINATION ARCHITECTURE**
	1. The humanitarian response in Cox’s Bazar is coordinated by an Inter-Sector Coordination Group (ISCG), which meets at the national level in Dhaka and at the district level in Cox’s Bazar. The ISCG was established after the previous significant influx of people in October 2016 to try and ensure better operational coordination amongst agencies.
	2. The Sectors liaise with relevant Government counterparts: Ministries, Departments or other authorities, and ensure clear linkages with the national level clusters. Sectors are underpinned by the principles of the cluster approach, allowing for a more effective coordination, the establishment of sector standards, needs assessments and analysis, technical issues, and monitoring needs and gaps in the provision of humanitarian assistance.
	3. The Department of Public Health Engineering (DPHE) and the District Civil Surgeon have established mechanisms in Cox’s Bazar to improve coordination with implementing agencies on WASH and health respectively. The Ministry of Disaster Management and Relief (MoDMR) district level RRRC will also be engaged in coordination with humanitarian actors on the Kutupalong site coordination.
4. **ROLES AND RESPONSIBILITIES**
	1. **Principles of Partnership**
		1. As Co-Lead Agencies of the WASH Sector in Cox’s Bazar, UNICEF and ACF, will work together according to the Principles of Partnership, Statement of Commitment[[2]](#footnote-2) as endorsed by the Global Humanitarian Platform.
		2. Both agencies will work together to meet the accountabilities of country-level lead agencies as set out in relevant IASC guidance such as the IASC’s “Generic Terms of Reference for Sector/Cluster Leads at the Country Level”.
		3. Both Co-lead agencies are accountable, to the Resident/Humanitarian Coordinator for the effective functioning of WASH Sector.
	2. **Co-lead agencies arrangements: UNICEF Country Representative and ACF Country Director Responsibilities**
		1. In Bangladesh, UNICEF assumes its responsibilities as designated lead agency for the WASH Cluster as well as the Co-Coordinator of the WASH Sector in Cox’s Bazar. ACF assumes its responsibilities as co-lead agency for the WASH Sector in Cox’s Bazar. With these functions both UNICEF Country Representative and ACF Country Director commit to fulfil their co-leading functions for the WASH Sector in Cox’s Bazar.
		2. In line with the UNICEF Cluster Coordination Guidance for Country Offices, the UNICEF Representative and the ACF Country Director for Bangladesh commit to be active and proactive members of the Humanitarian Coordination Task Team (HCTT), with responsibilities that include representing the interests of the WASH Sector, proactively engaging in discussion, analysis, ensuring high-level decision-making in all the phases of the humanitarian response, including advocating for the WASH Sector to ensure WASH issues are adequately and effectively integrated within the broader, strategic level of the humanitarian response.
		3. UNICEF Country Representative, together with ACF Country Director are also responsible for alerting the relevant Global WASH Cluster coordinators in case of unmet needs, and begin a process of dialogue at the global level for guidance and support, including resource mobilization. UNICEF Country Representative and ACF Country Director commit to ensure quality and comprehensiveness of the WASH Sector and ensure the sector coordination implements the minimum commitment for partners.
	3. **Co-coordination arrangements: UNICEF and ACF WASH Co-coordinators Responsibilities**
		1. UNICEF coordinates the WASH Sector in Cox’s Bazar through a full-time, dedicated coordinator. ACF co-coordinates the WASH Sector through a full-time, dedicated co-coordinator. Both UNICEF and ACF coordinator and co-coordinator ensure a coherent, consistent, effective and well-coordinated response with shared, joint responsibilities that include providing strategic direction and guidance to the WASH Sector.
		2. UNICEF WASH Sector Coordinator and ACF WASH Sector Co-coordinator have a joint, shared responsibility for the provision of transparent decision-making and strategic oversight of the work of the WASH Sector, representing the sector at the different coordination bodies including at the ISCG and as appropriate and necessary at the HCTT.
		3. Both commit to outreach and solicit feedback from NGO members to understand their needs and constraints and promote their capacity building, including those related to local NGOs and government counter-parts. Both coordinators advocate on behalf of the WASH Sector including resource mobilization.
		4. The UNICEF Coordinator and ACF Co-coordinator are neutral bodies who represent the interests of the WASH Sector over the interests of their individual agencies.
	4. **Staffing and Resourcing**
		1. UNICEF agrees to appoint one staff member as WASH Sector Coordinator for the WASH Sector in Cox’s Bazar. ACF agrees to appoint one staff member as WASH Sector Co-coordinator for the WASH Sector in Cox’s Bazar. Both the WASH Sector Coordinator and Co-Coordinator work in close collaboration with Department of Public Health Engineering (DPHE) the at the Cox’s Bazar level.
		2. The WASH Sector Coordinator is employed by UNICEF on the terms and conditions of UNICEF or its affiliates’ bodies. UNICEF is responsible for meeting the costs related to the staff. UNICEF is responsible for providing all necessary equipment and transport for their employee to effectively and efficiently perform its functions.
		3. ACF employs a WASH Sector Co-coordinator. The selected candidate is a counterpart to the UNICEF Cluster Coordinator. The Co-coordinator is employed on the terms and conditions of ACF and ACF will remain responsible for meeting the costs related to this staff.
		4. UNICEF and/or ACF employs an information management officer dedicated to the WASH Sector in the fulfilment of its information management responsibilities.
	5. **Management and Reporting Lines**
		1. The WASH Sector Coordinator and Co-coordinator will be line-managed by their respective agencies but will retain accountability to both UNICEF and ACF. Head of Agency, or other appropriate designated staff, will hold regular meetings at quarterly intervals to ensure the smooth functioning of the join leadership arrangement and to agree priorities and work plans to guide the work of WASH Sector coordinators.
		2. The WASH Sector Coordinator and Co-coordinator will jointly take part and lead all stages of the Humanitarian Program Cycle (HPC), accountable to the UN Resident/Humanitarian Coordinator for this aspect of strategic planning.
		3. The Cluster Coordinator and Co-coordinator will also provide talking points to the Heads of their respective Agencies for the Humanitarian Coordination Task Team (HCTT) meetings or other relevant stakeholder meetings.
	6. **Working Practices**
		1. To fulfil the joint responsibilities of the WASH Cluster, it is necessary for the Cluster Coordinator and Co-coordinator to work as closely together as required for the effective functioning of the Cluster and according to the Principles of Partnership. To this end, the Cluster Coordinator and Co-coordinator will sit in the UNICEF Office and UNICEF will provide space to facilitate the work of the two coordinators. However, the co-lead agencies will provide the necessary working tools and logistics such as computers, mobile internet device, and transport to facilitate the work of their respective coordinators.
		2. As set out in the “Inter-Agency Standing Committee (IASC) Guidance Note on Using the Cluster Approach to Strengthen Humanitarian Response (24 November 2006)”, it is of utmost importance to the cluster approach that the Cluster coordinator and Co-coordinator both act as, and are perceived as, neutral, impartial and fair representatives of the cluster as a whole, rather than as representatives of their particular agency. Both Co-Lead Agencies agree that in exceptional cases, and where no alternative exists, is it viable for the WASH Sector coordinator and Co-coordinator to also represent their agencies as well as the WASH Sector. In these circumstances it must be made clear that the Coordinator/Co-coordinator is representing an individual agency’s perspective, rather than the views of the WASH Sector.
		3. The WASH Sector Coordinator and Co-coordinator is however, allowed flexibility as may be necessary to maintain close links with his/her agency, including attending agency-specific meetings, as long as this does not interfere with the cluster coordination responsibilities. WASH Sector responsibilities should normally be given priority over agency priorities.
		4. Detailed responsibilities for the respective WASH Sector Coordinators will be reflected in the work-plan.
5. **WASH SECTOR TERMS OF REFERENCE AND WORK PLAN**
	1. The WASH Sector will implement a work plan in Cox’s Bazar for an initial 6-month period and recognizing the likely changes in the external context, will be developed by both co-lead agencies. Both the Terms of Reference and the work plan will be reviewed and updated on a regular basis as humanitarian circumstances in Cox’s Bazar dictate.
	2. The Cluster Coordinator and Co-coordinator are responsible for the implementation of the agreed work-plan, and are required to collaborate on all main tasks in the work plan; however, some activities may be assigned according to their relative strengths and experience.
6. **PROVIDER OF LAST RESORT**
	1. As the WASH Sector lead in Bangladesh (along with Department of Public Health Engineering, DPHE) , UNICEF commits to do the utmost to ensure an adequate and appropriate response to WASH services in emergencies throughout Cox’s Bazar to address critical gaps are met provided there is access and that security allows and adequate funding is available. In the case of lack of access, security or funding, UNICEF through the cluster approach will advocate for the provision of WASH services in the affected areas. ACF as designated co-lead for the WASH Sector will support and facilitate this process as possible.
7. **REVIEW OF THE MoU**
	1. The MoU will be reviewed every 6 months with a view to both performance and impact of the WASH Cluster and the co-leadership arrangement; and may at any time be reviewed by the management of the two Co-Lead Agencies, based on developments in the security situation, humanitarian needs, funding etc.
8. **SECURITY**
	1. The WASH Sector Coordinators will at all times follow the security and safety guidelines and procedures of their respective agencies.
9. **DISPUTE RESOLUTION**
	1. This MoU is based on a mutual commitment to open communications and a desire to see any potential disagreement resolved as quickly as possible.
	2. Issues that cannot be resolved at these meetings will be brought to the attention of the UNICEF Country Representative and ACF Country Director for resolution. In the event that a major disagreement remains after this process, both parties agree to seek reconciliation through the involvement of a mutually acceptable external facilitator.
	3. In the event that a final resolution of issues is not possible, leading to either their agency no longer wishing to remain as co-lead, a written notice period of three months will be given to terminate the MoU in order to allow for due transition processes to take place.

Signed: Signed:

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UNICEF Representative ACF Country Director

Date: Date:

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**Annexes**:

* *Principals of Partnership – Statement of Commitment, Global Humanitarian Platform,* [*https://www.icvanetwork.org/principles-partnership-statement-commitment*](https://www.icvanetwork.org/principles-partnership-statement-commitment)
1. ISCG Website with relevant information <https://cxbcoordination.org/> [↑](#footnote-ref-1)
2. Principles of Partnership, Statement of Commitment <https://www.icvanetwork.org/resources/principles-partnership> [↑](#footnote-ref-2)