

Memorandum of Understanding (MoU)

BETWEEN

THE NATIONAL ASSOCIATION OF ITALIAN MUNICIPALITIES (ANCI), with registered office in Rome at Via dei Prefetti N. 46, Fiscal Code N. 80118510587, legally represented for the signature of this deed by Matteo Biffoni, Delegate for Immigration and integration policies, Mayor of Prato, rightful delegation by the President Ing. Antonio Decaro (hereinafter referred to as "ANCI");

AND

United Nations High Commissioner for Refugees (UNHCR), with registered office in Rome at Via Leopardi N. 24, Fiscal Code N. 80233930587, legally represented for the signature of this deed by Ms. Chiara Cardoletti, UNHCR Representative for Italy, the Holy See and San Marino (hereinafter referred to as "UNHCR");

Given:

- The "Convention on the Privileges and Immunities of the United Nations" approved by the General Assembly of the United Nations on 13 February 1946, to which the Italian Republic is a Party;
- The Agreement between the Government of the Italian Republic, the United Nations and UNHCR ratified in Rome on 2 April 1952;

Whereas:

- The mandate of UNHCR is to lead and co-ordinate international action to protect and provide material assistance to refugees, asylum seekers, internally displaced and statelessness people and to seek durable solutions to their plight;
- ANCI, as defined in the Association's Statute, constitutes the system of representation of Municipalities, Metropolitan Cities and Municipal-derived entities; it represents Municipalities, Metropolitan Cities and Municipal-derived entities before the bodies of the Public Administration; it promotes their development and growth; directly, or through its own technical structures, it carries out support activities, technical assistance and the provision of services in the interest of and for individual or associated Italian Municipalities and Metropolitan Cities and their member entities, also on behalf of the Public Administration, at its various levels and articulations;

- In October 2000, the UNHCR and the ANCI, together with the Ministry of the Interior, signed a first trilateral Memorandum of Understanding which, starting from the experiences of widespread reception implemented at the local level by civil society organizations in cooperation with municipalities, gave birth to the PNA (National Asylum Programme), the first national reception and protection system for asylum seekers and refugees, later developed into the current SAI reception system;
- UNHCR considers the SAI, established by ANCI together with the member municipalities of the network, a best practice and a model to be strengthened and further extended, particularly in those Italian regions where fewer municipalities are involved;
- With the increasing presence of refugees in Italy in recent years, the issue of their reception and integration is increasingly a priority for UNHCR and the Italian Municipalities;
- UNHCR has identified integration support as one of the priorities for intervention in its strategy for the three-year period 2021-2024, recognizing municipalities as a privileged partner;
- UNHCR launched in February 2022 together with six Italian municipalities (Bari, Palermo, Milan, Naples, Rome and Turin) the Charter for Integration in order to strengthen cooperation between cities on the integration of persons granted international protection, fostering the exchange of practices, experiences, tools, developing new services and strengthening those already available in the territories;
- UNHCR has recently signed memoranda of understanding with the municipalities of Bari (15 February 2023) and Naples (03 March 2023) and is in the process of forming new ones to strengthen cooperation with Italian Municipalities;

ALL THE FOREGOING BEING CONSIDERED AND AGREED THE PARTIES HAVE ENTERED INTO THE FOLLOWING MoU:

**Art. 1
(Preamble)**

1.1 The preamble forms an integral, essential, and substantial part of this Memorandum of Understanding.

**Art. 2
(Object and purpose of the cooperation between the Parties)**

2.1 ANCI and UNHCR, on the basis of the competences and mandate of each of the Parties, intend to initiate a collaboration aimed at promoting the common objective of strengthening the space for the protection of asylum seekers and refugees, including through the expansion of the SAI network, the promotion among Italian municipalities of the Charter for Integration, the consolidation of activities, programs and projects on integration, the protection of unaccompanied minors, services for persons with special needs and the participation of asylum seekers and beneficiaries of international protection, carried out by the two organizations.

Art. 3

(Commitments of the Parties)

3.1 In order to achieve the objectives of this MoU, the Parties undertake to:

- develop a common strategy to promote the SAI among institutional, national and local actors, international organizations, the private sector and civil society organizations, in particular by jointly taking part in institutional meetings and/or public events organized for specific purposes;
- promote joint and agreed initiatives to promote the signature of the Integration Charter by new Municipalities;
- present UNHCR initiatives on integration (Welcome, Community matching, PartecipAzione, Spazio Comune), protection of unaccompanied minors and measures to support persons with special needs to municipalities;
- collaborate in the framework of available calls for proposals in order to promote capacity building activities, also through specific training activities, for municipal officials and SAI operators;
- support municipalities in the preparation of strategies and measures to promote refugee participation in public life.

ee

Art. 4

(Financial burden)

4.1 This MoU does not entail any expenditure commitments for the Parties, since the object is pursued, in general, by each Party within the scope of its own purposes.

4.2 The Parties also acknowledge that this MoU does not entail any financial burden of one Party for the benefit of the other, that it has no commercial purpose and that it does not entail any form of exclusivity, being the Parties fully free to enter into similar agreements with third parties.

MB

Art. 5

(Coordination)

5.1 UNHCR and ANCI undertake to establish a working group within 60 (sixty) days from the signature of this MoU, composed of at least two representatives indicated by each Party, to monitor the development of the activities and the implementation of the objectives set forth in this MoU. The members of the working group shall perform their assignment free of charge.

5.2 The Parties may avail themselves of the support of experts with specific competences for the achievement of the objectives.

5.3. The working group will draw up an action plan indicating the main activities and time schedules for achieving the objectives of this MoU.

Art. 6

(Visibility – Use of Name and Emblem)

6.1 Where possible, in accordance with its internal rules and procedures, each Party shall take appropriate measures to give adequate publicity to joint projects under this MoU.

6.2 The Parties shall remain the exclusive owners of their respective names/trademarks/logos, and it is therefore mutually prohibited to use in any way the name and/or trademark and/or logo of either Party, without the prior written authorization of the owning Party. Upon the expiry of this MoU and/or in any case of its termination, extinction, cessation, for any reason whatsoever, the Parties shall in any case no longer be entitled to use in conjunction with their own, the other Party's trademark, name or logo, or to use them otherwise in any way, even if they had been specifically authorized to do so previously, unless a new written agreement is reached.

ce

6.3 In carrying out the activities identified in article 3 of this MoU, UNHCR may request the use of ANCI's logo. The relevant authorization shall be granted by ANCI in accordance with the "Regulations for the use of the ANCI Logo", available on the institutional website www.anci.it, of which UNHCR, by signing this MoU, hereby declares that it has read and fully accepts the same to the extent applicable to UNHCR.

6.4 This MoU does not grant either Party any rights to copyright and/or trademarks and/or logos of the other Party. If the Parties intend to recognize rights to their intellectual property or to initiate activities that may result in joint development of intellectual property, the Parties agree to enter into separate written agreements that will outline each Party's rights to such intellectual property.

Art. 7 (Liability)

7.1 Each Party shall be responsible for the actions and omissions of its staff, agents or subcontractors and undertakes to retain and indemnify/ defend or hold each other harmless with respect to the other Party against any action, claim or liability arising out of their respective activities in the context of this MoU, including any action or claim by third parties for damages, injuries or death resulting from acts or omissions of their respective personnel, agents or sub-contractors. Each Party shall promptly notify the other of any action, claim or any other issue for which the latter is held liable pursuant to this provision.

WZ

Art. 8 (Observance of laws – Funding)

8.1 Each activity envisaged in this MoU shall be implemented in compliance with the legislation, procedures and guidelines governing the functioning of the Parties.

8.2 The activities provided for in this MoU shall be implemented by each of the Parties within the limits of the available resources, without any additional disbursement of the ordinary budget of the Parties.

Art. 9 (Force majeure and change in circumstances)

9.1. If, in complying with this MoU, there is a change of circumstances that reduces or increases the need for support initially provided by the Parties under this Agreement and subsequent complementary agreements, or if UNHCR finds it impossible to fulfil its

obligations under this MoU, the Parties shall consult each other in order to decide which arrangements shall be made in order to continue to implement or eventually terminate this MoU in advance.

Art. 10
(Dispute Settlement)

10.1 Any difference in the interpretation and/or implementation of this MoU will be settled amicably by means of direct consultations and negotiations between the Parties. ce

Art. 11
(Data Protection)

11.1. UNHCR shall be responsible for the processing of personal data that it collects, receives or otherwise processes in the implementation of the MoU and such data shall be processed in accordance with its data protection legal framework, in particular the General Policy on Personal Data Protection and Privacy (2022)¹, as well as in compliance with the conditions laid down in the case of data transfer for important reasons of public interest pursuant to EU Regulation No. 2016/679 (GDPR) insofar as applicable to UNHCR.

Art. 12
(Privileges and Immunities of UNHCR)

12.1 Nothing in this Memorandum of Understanding will be deemed a waiver, express or implied, of any of the privileges and immunities of UNHCR, pursuant to the Convention on the privileges and immunities of the United Nations (1946), customary international law, other international agreements, bilateral agreements, and relevant national legislation.

Art. 13
(Duration – Amendments – Termination – Renewal)

13.1 This MoU takes effect on the date of signature, and it will be valid for a period of two (2) years. UP3

13.2 This MoU may be renewed, upon agreement between the Parties, by written notice to be sent by pec or registered letter with return receipt within 60 (sixty) days prior to its expiry, specifying the further period of validity. Tacit renewal is excluded.

13.3 Any subsequent amendments to this MoU shall be agreed in writing by the Parties.

13.4 Either Party may withdraw from the MoU by written notice to be sent at least two months in advance, to be transmitted by pec or registered letter with return receipt. Withdrawal shall not affect the obligations of the Parties with respect to activities agreed and/or already completed under this MoU at the time of withdrawal.

¹ [UN High Commissioner for Refugees \(UNHCR\), General Policy on Personal Data Protection and Privacy, 20 December 2022](#)

Art. 14
(Redaction)


14.1 This Memorandum is signed in 2 originals, in Italian and English language, all texts being equally authentic. The English version will prevail in case of disagreements in the interpretation of the present agreement.

Rome, 04 marzo 2024

For ANCI

Delegate for Immigration and integration policies, Mayor of Prato

Matteo Biffoni

_____ 

For UNHCR

UNHCR Representative for Italy, the Holy See and San Marino

Chiara Cardoletti

_____ 