



**SLOVAK NATIONAL
CENTRE FOR
HUMAN RIGHTS**



UNHCR
The UN Refugee Agency

Memorandum of Understanding

concluded between

The Slovak National Centre for Human Rights
(hereinafter "the SNCHR")

and

The Office of the United Nations High Commissioner for Refugees
(hereinafter "UNHCR")

PREAMBLE

The Slovak National Centre for Human Rights and the Office of the United Nations High Commissioner for Refugees (hereinafter referred to individually as the "Party" and collectively as the "Parties"),

Recognising the right of all persons to seek and enjoy asylum, a fundamental right enshrined, *inter alia*, in the Universal Declaration of Human Rights and the Constitution of the Slovak Republic;

Bearing in mind that the Constitution of the Slovak Republic acknowledges the general rules of international law, international treaties by which it is bound, and its other international obligations;

Noting the following constitutional provisions:

(a) All human beings are free and equal in dignity and rights. Their fundamental rights and freedoms are inviolable, inalienable, imprescriptible, and irreversible.¹

(b) Fundamental rights and freedoms on the territory of the Slovak Republic shall be guaranteed to everyone regardless of sex, race, colour of skin, language, belief and religion, political affiliation, or other conviction, national or social origin, nationality or ethnic origin, property, descent or any other status. No one may be aggrieved, discriminated against, or favoured on any of these grounds.²

(c) Everyone has the right to legal assistance in court proceedings, or proceedings before other state or public administration agencies (subject to certain legal conditions).³

Noting provisions of the 1951 Convention Relating to the Status of Refugees, the 1967 Protocol Relating to the Status of Refugees, the 1954 Convention relating to the Status of Stateless Persons, the 1961 Convention on the Reduction of Statelessness, the Charter of Fundamental Rights of the European Union; Considering the respective mandates and responsibilities, the Parties have agreed on cooperation that will be guided by the following provisions:

¹ Article 12(1)

² Article 12(2)



Article 1

GENERAL PROVISIONS

- 1.1 The Slovak National Centre for Human Rights (hereinafter referred to as SNCHR) is an independent organisation with two mandates: a national human rights institution and a national equality body according to Law 308/1993 Coll. on establishing the SNCHR. The SNCHR's primary mission is monitoring the observance of anti-discrimination legislation, providing legal aid and representation to victims of discrimination, and ensuring the Slovak law's compliance with international human rights obligations.
- 1.2 UNHCR is a subsidiary organ of the United Nations mandated to provide international protection and seek durable solutions for refugees, asylum-seekers, internally-displaced persons (IDPs), refugee and/or IDP returnees, and stateless persons (hereinafter referred to as "persons under UNHCR's mandate"), through operational engagement as well as through its supervisory responsibilities.
- 1.3 The Parties acknowledge that certain persons under UNHCR's mandate are often economically and socially disadvantaged, making them vulnerable to discrimination, including sexual exploitation, abuse or harassment. They are often unable to efficiently and effectively access legal services and counselling to seek protection of their rights.
- 1.4 The Parties undertake to carry out activities provided in this Memorandum of Understanding (hereinafter referred to as "MoU") within the limits of their mandates and competencies, and subject to the availability of funds.
- 1.5 Each Party shall bear its own costs of this collaboration, unless otherwise expressly agreed by the Parties in writing. The Parties will carry out the implementation of activities under this MoU in accordance with their respective rules and procedures. This includes being responsible for the actions and omissions of its personnel and contractors.
- 1.6 The Parties shall conduct all activities with the highest ethical and professional standards, due diligence, in a humane, dignified, safe and sensitive manner, in line with the 'do no harm' principle both within their respective organizations and externally. Both Parties have a policy of zero tolerance to sexual exploitation and abuse (SEA) and agree to collaborate in prevention, protection from, and response to SEA.

Article 2

SCOPE AND PURPOSES

- 2.1 The scope of this MoU is to outline and establish a framework for cooperation and collaboration between the SNCHR and UNHCR regarding promoting and monitoring human rights protection, including equal treatment and non-discrimination of persons under UNHCR's mandate in the Slovak Republic, and their access to free legal assistance, counselling and representation.
- 2.2 The Parties will cooperate in good faith to provide support for the protection and respect of individual rights in the Slovak Republic in accordance with the applicable law as referred to in Preamble.



Article 3

ROLES AND RESPONSIBILITIES

3.1 The Parties agree to collaborate on areas outlined below, aiming at improving the protection and inclusion of persons under UNHCR's mandate in the Slovak Republic. In line with their respective mandates and competencies, and subject to the availability of funds:

a) Roles and responsibilities of UNHCR:

UNHCR shall promote understanding of and respect for the human rights of persons under UNHCR's mandate, in host communities and among relevant Government entities and civil society.

b) Roles and responsibilities of SNCHR:

SNCHR shall ensure that persons under UNHCR's mandate have access to its counselling and litigation services on an equal basis with the citizens of the Slovak Republic in cases of violation of the principle of equal treatment, including SEA or sexual harassment or other form of discrimination and intolerance falling under the Anti-discrimination Act (365/2004) in the areas of employment or similar relations, health care, social security, education and provision of goods and services (including housing).

This includes support to individual cases referred by UNHCR to SNCHR.

c) Joint responsibilities:

The Parties shall

- exchange relevant information, expertise and viewpoints and consult on matters of common interest, particularly on equal treatment and discrimination in the areas of employment, social security, health care, education and provision of goods and services (including housing) and needs of persons under UNHCR's mandate;
- cooperate regarding building and strengthening the capacity of national actors involved in human rights protection in the Slovak Republic, including developing and implementing learning programmes and activities, on topics and with modalities to be jointly agreed by the Parties;
- jointly develop and implement activities aiming at prevention, protection from, and response to SEA committed by humanitarian workers and public officials as per their respective mandates, particularly in respect of guiding and facilitating SEA risk mitigation and response in the Slovak Republic;
- keep each other informed of all relevant activities pertaining to this MoU and hold consultations at any time any of the Parties considers it appropriate;
- subject to Articles 4 and 5.1 of this MoU, promote joint activities as well as activities of the other Party;
- consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities within the framework of this MoU.



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Article 4

CONFIDENTIALITY AND DATA PROTECTION

- 4.1 The Parties shall respect the confidentiality of all information pertaining to the MoU and activities thereunder. Should one Party wish to disclose information produced in the exercise of this MoU to a third party, it must seek the other Party's prior consent to such disclosure.
- 4.2 Where the collaboration between the Parties requires the processing of personal data of persons of concern, both Parties will do so in accordance with data protection principles and requirements laid down in the frameworks respectively applicable to each party. Both Parties will conclude arrangements for that purpose as appropriate.
- 4.3 The provisions of Article 4 shall survive the termination or expiration of this MoU.

Article 5

FINAL PROVISIONS

- 5.1 Neither Party shall use the name, logo, or emblem of the other Party, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party.
- 5.2 This MoU shall take effect on the date of signature by both Parties and shall remain in effect for a period of five (5) years from the date it is signed by both Parties. It may be renewed and amended upon a written agreement of both Parties.
- 5.3 A Joint Work Plan setting out agreed areas of cooperation, objectives, target indicators, and a provisional timeframe shall be agreed upon on a yearly basis.
- 5.4 This MoU may be terminated by either Party by giving a three (3) months' written notice to the other Party. In the event of early termination, the Parties shall ensure an orderly completion of activities in progress.
- 5.5 Any dispute arising from the interpretation or implementation of this MoU shall be resolved by the Parties in the most amicable way in the spirit of coordination and cooperation by negotiation or another agreed non-judicial mode of settlement (including arbitration).
- 5.6 Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).



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IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have signed this MoU in Bratislava, the Slovak Republic, in two original copies in the English language.

**For and on behalf of the Slovak National Centre
for Human Rights**

Signature: _____

Name: Ms. Silvia Porubanova

Title: Director of the Slovak National Centre for
Human Rights

Date: 3/3/2023

**For and on behalf of the Office of the United
Nations High Commissioner for Refugees**

Signature: _____

Name: Ms. Danijela Popovic-Efendic

Title: Head of National Office, UNHCR Slovakia

Date: 3/3/2023