

Logo of City of Thessaloniki

Χαρου
Ναλοπούλα



27/09/18

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE CITY OF THESSALONIKI, OFFICE OF THE MAYOR

AND

THE UNITED NATIONS CHILDREN'S FUND

**TO COLLABORATE ON ENSURING REFUGEE AND MIGRANT CHILDREN AND THEIR FAMILIES IN
THE CITY OF THESSALONIKI HAVE ACCESS TO QUALITY EDUCATION AND CHILD PROTECTION
SERVICES.**

THIS MEMORANDUM OF UNDERSTANDING (this "MoU") formalizes the partnership and commitment between the City of Thessaloniki ("CoTh") and the United Nations Children's Fund ("UNICEF" together with CoTh the "Parties" and each one a "Party"), to collaborate on ensuring refugee and migrant children in the City of Thessaloniki have access to quality Education and Child Protection services, including by strengthening existing capacity to deliver accessible relevant services, strengthening links and referral pathways between civil society and municipal services, developing new services and opportunities of cooperation as needed, provision of technical expertise and support to coordination.

Article I
The Parties

1. The City of Thessaloniki (CoTh), is a local authority which represents the central municipality of the city of Thessaloniki, it is established under the law no 3852/2010 and it operates under the general legal framework of the Greek Government referred to the local municipalities.

2. UNICEF was established through Resolution 57 (I) adopted by the United Nations General Assembly on December 11, 1946 as a subsidiary organ of the General Assembly. It works with Governments world-wide to advance children's rights to survival, protection, and development, and is guided by the principles articulated in the Convention on the Rights of the Child.

Article II
Framework and Programming Guiding Principles

Frameworks:

3. UNICEF and the CoTh will establish a close cooperation and explore opportunities for greater collaboration on provision of quality Education and Child Protection services. This MoU aims to identify potential areas for collaboration and to establish a framework under which these actions may take place.

4. Additional areas of collaboration may be mutually agreed within the framework of this

MoU. The Parties will undertake their cooperation by strengthening existing services, exchange practices and technical expertise, and developing expanded or services as relevant.

5. The present MoU has to be understood under the wider frameworks of i) UNESCO, ECCAR, Framework for Welcoming Cities For Refugees & Migrants, promoting Inclusion, Protection Rights to which the Thessaloniki Municipality is part of; and the ii) UNICEF Strategic Plan 2014 - 2018.

Guiding Principles

6. The following **guiding principles** will lead the programming approach undertaken within the framework of the MoU:

- a. **Access and Quality:** Enable access to quality child protection and quality education services for refugee and migrant children in Thessaloniki including the most vulnerable.
- b. **Sustainability:** Prioritize the full utilization and strengthening of existing services with the aim of promoting sustainability.
- c. **Non-discrimination:** Promote access to child protection and education services without discrimination.

Article III

Areas of Collaboration under this MoU

Child Protection

7. Child protection interventions aim to ensure that all refugee and migrant children in Thessaloniki who are at risk or affected by violence, exploitation, abuse and neglect are identified, referred, and benefit from quality protection services that ensure their protection and care. This includes a combination of support in delivery of child protection services, and efforts to strengthen child protection systems at municipal level, including policies, procedures, protocols, coordination and referral mechanisms and ensuring a continuum of care. *Examples of collaboration in the framework of this MOU include i) mapping municipal level child protection systems with a view to informing a strengthened response; ii) support to strengthen the cooperation, including the strengthening of referral pathways, between civil society and municipal services and/or iii) capacity building of relevant CoTh front line workers including the teachers of the Municipal kindergartens.*

Education

8. The education program prioritizes the support to enrolment in formal education and the provision of non-formal education to refugee and migrant children and adolescents, while the capacity of the national education system will be strengthened and the resilience of the host and refugee communities fostered (in line with the Ministry of Education related Plan). *Indicative areas of ongoing and potential UNICEF support are in i) provision of non-formal education programme for refugee and migrant children in synergy and coordination with the Open School Programme scheme; ii) Capacity building of teachers, iii) support to intercultural education activities for Greek and refugee population.*

Coordination and Information Management

9. If the City of Thessaloniki acquires a coordination role in the future, UNICEF can provide technical assistance and capacity building, mainly regarding functions related to children (e.g Children Protection and Education). This technical assistance may be related to Information Management support, tools with focus on children, generation and dissemination of information products. *Indicative areas of potential UNICEF support are in: i) information management systems (case management, directory of service ii) support the mapping of services related to children in the City of Thessaloniki; iii) Support to Education and Child Protection Coordination groups (if established and requested by the CoTh).*

Communication

10. In order to assist the CoTh in ensuring that people living in the municipality are

informed about the situation of refugee and migrant children; in raising awareness about their need for access to quality Education and Child Protection services; and in fostering peaceful coexistence, UNICEF will provide support to the City's communications interventions. *Indicative areas of potential UNICEF support are in:* i) developing communications material (posters, leaflets etc.); ii) disseminating relevant information through its web platforms; and iii) in including refugee and migrant children at the City's activities for children and their families.

Article IV **Implementation of the Parties' Partnership**

11. UNICEF (represented by the UNICEF Refugee and Migrant Response Team, based in Athens) and the CoTh will establish a mechanism for close collaboration to facilitate and manage this partnership.

12. Each Party will inform the other of its designated focal point for this partnership.

13. The Parties will work together on a joint work plan to implement their partnership and will meet from time to time and no less frequently than once each three (3) months to review their partnership, including results achieved and challenges experienced.

Article V **Financial Arrangements**

14. The present MoU does not imply any legal and/or financial commitments or obligations from either Party to the other.

15. Each Party's engagement in this partnership will be subject to its mobilising sufficient financial and other resources to support its activities. Although this MoU does not have any financial obligations and/or implications for the Parties, the Parties commit to explore ways to mobilize external resources to expand the focus of the cooperation and to allocate own funds for joint activities, whenever possible by its respective budgets, on a case-by-case modality and agreed upon in writing. Based on mutual agreement of the Parties, subsequent arrangements may be developed to carry out the purposes of this MoU.

16. Any financial expenditures used in the implementation of the joint activities shall be voluntary and managed in accordance with the policies and procedures of the relevant Party.

Article VI **Additional Terms of the Agreement**

Intellectual Property

17. Except as is otherwise expressly provided in this MoU, each Party will retain all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials, that the disclosing Party may share with the other Party for the purposes of this collaboration.

Use of UNICEF's and COTH's name, logo and emblem

18. Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party.

Privileges and Immunities

19. Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any

of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this MoU shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

Non-Binding Effect

20. The Parties intend this MoU to be non-binding. This MoU is not intended to create any financial liabilities, legally enforceable rights and obligations in respect of either Party.

Each Party Independent

21. Nothing in or relating to this MoU will cause CoTh staff to be construed as UNICEF staff or officials or experts on mission of the United Nations or UNICEF. UNICEF and CoTh are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them.

Amendments

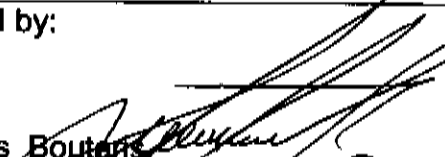
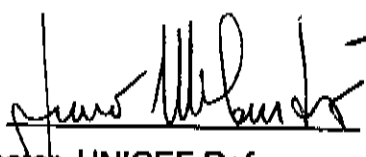
22. The present MoU or its attachments may be modified or amended only in writing signed by both Parties.

Article VII
Term of this MoU

1. This MoU shall take effect upon the day of signing by both Parties and shall remain in force for a period of one (1) year unless terminated by either Party on three (3) months' written notice to the other, it being understood that this MoU may be extended by written agreement between the Parties for further periods of one (1) year on the same terms and conditions as this MoU.

2. Upon termination, both Parties shall take the necessary steps to finalize their respective activities under this MoU in a timely and organized manner for the successful completion of all pending activities of this collaboration.

IN WITNESS WHEREOF, the undersigned, duly authorized for this effect and acting in representation of the Parties, have signed the present Agreement in English with equal legal status on the date indicated below.

<p>Signed by:</p>  <p>Yiannis Boutaris, Mayor, City of Thessaloniki</p> <p>Date <u>27/02/18</u></p>	<p>Signed by:</p>  <p>Lucio Melandri, Country Coordinator, UNICEF Refugees and Migrants Response</p> <p>Date <u>27.02.2018</u></p>
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