

MEMORANDUM OF UNDERSTANDING

between

**The United Nations Children's Fund
(UNICEF)**

and

City of Košice

PREAMBLE

This Memorandum of Understanding is made between

United Nations Children's Fund (hereinafter: “UNICEF”), an international and intergovernmental organisation founded by the United Nations General Assembly, with an Office in Bratislava, Slovakia, represented by Mrs. Michaela Bauer, Country Coordinator of UNICEF Slovakia Ukraine Refugee Response.

and

City of Košice, Tr. SNP 48/A, 040 11 Košice represented by Mr. Jaroslav Poláček, Mayor of Košice.

Article 1.

This Memorandum of Understanding reflects the agreement reached between the two parties concerning the responding to the urgent needs of refugee children and families in the Slovak Republic (hereinafter: the Programme).

Article 2.

In accordance with the UNICEF’s Core Commitments for Children in Humanitarian Action that outlines UNICEF policy and framework for upholding the rights of children affected by humanitarian crises, UNICEF will support national and sub-national authorities in their primary responsibility for responding to a crisis, provide assistance to affected children and families, facilitate the work of humanitarian actors and ensure mobilization of domestic and international resources through its technical expertise, coordination and advocacy. In doing so, UNICEF is committed to the following humanitarian principles in its operations: humanity, impartiality, neutrality and independence.

Article 3.

The City of Košice and UNICEF will work jointly in partnership to ensure that refugee children and children of host communities have access to integrated, multidisciplinary, and adequately resourced community and family-based protection services, health care, early childhood education and care, access to education, nutrition, safe accommodation, social protection and social transfers, critical supplies, access to adequate WASH facilities.

Article 4.

The City of Košice will work closely with UNICEF to enable the availability and accessibility of programmes and services for children in the City of Košice.

Article 5.

UNICEF may select additional implementing partners, and/or subcontractors and/or consultants for the implementation of agreed activities in accordance with UNICEF rules. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNICEF, according to the General Terms and Conditions of the contract and/or Project Cooperation Agreement signed by UNICEF with implementing partners.

Article 6.

All events, communication materials and other relevant externally-facing activities will be coordinated and agreed upon by the responsible focal points at City of Košice and UNICEF. This is to demonstrate accountability and responsibility, as well as to inform key audiences about the progress and results achieved, as well as lessons learned.

Article 7.

To build trust in the available services among the affected population, partnership contribution will always be visible and communicated.. The use of the UNICEF and donor logos should be in line with branding guidelines and subject to approval by UNICEF's communications focal point.

Article 8.

The cooperation defined by this Memorandum of Understanding shall take effect on the date of signing the Memorandum and shall terminate upon closure of all activities related to the Programme. Both parties hereto agree to continue examining possibilities for further cooperation, even after the completion of the Programme, in order to improve, develop and ensure quality and accessible services and programmes for children and their families, with special emphasis on vulnerable groups of children and families.

Article 9.

The monitoring of the realisation of the activities will be carried out through regular work of the implementing partners and UNICEF staff based on the agreed monitoring and evaluation

framework. City of Košice will support UNICEF in collecting the relevant data to ensure accurate reporting on the results achieved.

Article 10.

Nothing in or relating to this Memorandum of Understanding will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organisations, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations or otherwise, and no provision of this memorandum shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

Article 11.

In the event of a dispute arising from the implementation of this Memorandum of Understanding, the Parties shall consult each other with the aim of reaching an agreement, and if this is not possible, the provisions of the United Nations Convention on the Privileges and Immunities of the United Nations, 1946, article VIII. shall be applied whereas the United Nations Commission on International Trade Law (UNCITRAL) is the competent institution.

Article 12.

This Memorandum of Understanding may be amended only subject to written permission by UNICEF and City of Košice. No party can decide on behalf of the other party or interfere with its obligations.

Article 13.

In the case of contingencies (force majeure) which would obstruct or prevent the realization of the Memorandum of Understanding between UNICEF and City of Košice, they could be exempt from the obligations set forth herein.

Article 14.

This Memorandum of Understanding is made in four (4) copies, two (2) in English language and two (2) in Slovak language, where each party hereto shall retain one in each language. In case of a dispute, the parties agree that the version written in English language will be relevant for the interpretation of this Memorandum.

For UNICEF:

For City of Košice:

Michaela Bauer

Country Coordinator of

UNICEF Slovakia Ukraine Refugee Response

Jaroslav Polaček

Mayor

In Košice, 2023