



**Memorandum of Understanding  
between  
the City of Košice  
Tr. SNP 48/A, 040 11 Košice, Slovakia  
and  
the Office of the United Nations High Commissioner for Refugees  
Palisády 29A, 811 06 Bratislava, Slovakia**

This MEMORANDUM OF UNDERSTANDING (“MoU”) is hereby signed between the Košice City Hall and the Office of the United Nations High Commissioner for Refugees (“UNHCR”), represented by the Office in Slovakia, hereinafter individually referred to as “the Party” and collectively as “the Parties.”

RECOGNIZING the complementarity of each other’s work and acknowledging the benefits of closer cooperation and strategic partnership within the context of protection and inclusion of asylum-seekers, refugees, including beneficiaries of temporary protection, and stateless persons in Slovakia;

NOTING that both Parties share a number of areas of concern, and will explore collaboration with each other in order to better serve the needs of asylum-seekers, refugees, including those under temporary protection, and stateless persons in the city of Košice.

TAKING NOTE of the specific mandate and role of each Party and the respective role that each Party plays in ensuring that activities for peaceful coexistence and social cohesion are enhanced and coordinated;

WILLING to convene regularly to identify the needs and means of cooperation outlined in this MoU.

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, and the Slovak Constitution and the national legislation; Considering the respective mandates and responsibilities, the Parties have agreed on cooperation that will be guided by the following provisions:

## **1. Purpose and Objectives of the Collaboration**

This MoU aims to strengthen the collaboration between the Parties in protection and inclusion of asylum-seekers, refugees, including those under temporary protection, and stateless persons (hereinafter referred to as “beneficiaries” of this collaboration), and provision of services to them. The MoU also aims to support local communities and communication with them in promoting social cohesion and integration of beneficiaries.

## **2. Areas of the Collaboration**

The activities carried out under this MoU will be built on protection-oriented, age, gender, and diversity-sensitive, community-based and participatory approaches to inclusion and local integration, and will include, but are not limited to, the collaboration in the following areas:



- 2.1. Protection:** Ensure a favourable protection environment for beneficiaries and access to basic rights and quality services. This will include among other things provision of information and services through Blue Dot Safe Spaces and Protection Hubs, protection desks or mobile services, feedback and response systems and counselling services, incorporating participatory assessments to inform such interventions.
- 2.2. Inclusion:** Support activities as per identified needs aiming towards inclusion of beneficiaries in communities of residents of Košice. This will include, among other things, the collaboration on the establishment of one-stop-shop/assistance centre providing integrated services, also known as Integration Centres / Blue Dot Safe Space and Protection Hubs, community support, including empowerment of community-based structures and the establishment of an advisory body encompassing beneficiaries, and cultural activities for beneficiaries as well as the host community.
- 2.3. Data:** Share information and support assessments undertaken to ensure that activities under this MoU are based on evidence obtained through participatory methods. This will include, among other things, information sharing in connection with needs of beneficiaries as well as collaboration to conduct assessment of protection needs and risks, and gaps in the inclusion of the beneficiaries. This does not include sharing of any personal data of beneficiaries. If an interest to share personal data arises, it will be jointly agreed upon through a separate data sharing agreement.
- 2.4. Communication:** Support communication activities. This will include, among other things, information campaigns, cultural events, and visibility materials to increase awareness about the situation of beneficiaries and promote social cohesion and local integration, including through a strategic approach to communication with communities and their participation in protection and inclusion.

### **3. Resources and Partnership**

- 3.1.** 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 of its personnel and contractors.
- 3.2.** Each Party shall bear its own costs and expenses generated as a result of this MoU and any activities initiated hereunder, unless otherwise negotiated separately and agreed on in writing by and between the Parties in accordance with their respective applicable regulations, policies and procedures.
- 3.3.** The Parties will explore opportunities to collaborate with other partners for supporting and implementing their respective activities under this MoU.

### **4. Duties and Responsibilities of the Parties**

- 4.1.** The implementation of this MoU will be in compliance with the respective administrative and financial rules, regulations and procedures of each Party.
- 4.2.** For specific interventions and activities and related roles and responsibilities of each Party, the Parties may conclude annexes to this MoU in line with the present provisions.
- 4.3.** The Parties shall cooperate closely throughout implementation of the activities under this MoU and make decisions by consensus.



4.5. The Parties may conduct joint monitoring of implementation of the activities under this MoU.

## **5. Confidentiality**

5.1. Each Party will not disclose to third parties (including an identified circle of persons) in full or partially information communicated to it as confidential within the framework of the current MoU, without consent of the disclosing Party. The above does not apply when disclosure is required in compliance with internal rules and procedures applicable to the receiving Party, provided that the receiving Party notifies the disclosing Party of such disclosure in advance (where the notification is lawful) so that the disclosing Party has sufficient opportunity to intervene to present its position regarding the privileged status of such information. Unless otherwise specified by UNHCR, all UNHCR information will be deemed to be confidential for the purposes of this MoU and subject to this paragraph 5.

5.2. It is acknowledged that personal data of persons of concern held by UNHCR is subject to special protection provided in the UNHCR's *Policy on the Protection of Personal Data of Persons of Concern to UNHCR*, May 2015 and that the sharing of such personal data shall be subject to a separate written data sharing agreement in line with the Policy.

5.3. This paragraph 5 shall survive expiration or termination of this MoU.

## **6. General Provisions**

6.1. This MoU will come into effect on the day it has been signed by both Parties and shall be valid for a period of one (1) year. Subject to the availability of funds, and needs identified by the Parties, the duration of the MoU may be repeatedly extended by a mutual written agreement by the Parties. Either Party may terminate this MoU by giving a three months' prior written notice to the other Party.

6.2. This MoU may be amended anytime by a mutual written agreement by the Parties.

6.3. The Parties maintain sole authority over their respective names, emblems, and logos. None of the Parties is authorized under this MoU to make use of the other Party's name, emblem, logo, or any other identifying characteristics, without a prior written permission of the other Party.

6.4. Any disputes arising from the interpretation or implementation of this MoU shall be resolved by the Parties amicably through negotiation or another agreed non-judicial mode of settlement.

6.5. Nothing in this MoU shall be deemed as an express or implied waiver of the privileges and immunities, which UNHCR enjoys, as an integral part of the United Nations, under the applicable international and national legal instruments.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have reviewed and signed this Memorandum of Understanding in two originals in the English language.



**For and on behalf of** the City of Košice

**Signature:**

**Jaroslav Polaček**

Mayor of the City of Košice

**Date:**



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

**Signature:**

**Danijela Popovic-Efendic**

Head of National Office, UNHCR Slovakia

**Date:**