

IOM office-specific Ref. No.	
IOM Project Code	

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF KOŠICE

TR. SNP 48/A, 040 11 KOŠICE, SLOVAKIA

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

GRÖSSLINGOVÁ 35, 811 09 BRATISLAVA, SLOVAKIA

The City of Košice and the International Organization for Migration (“**IOM**”), an organization part of the United Nations system, (also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”),

NOTING that both parties have a number of common areas of interest and will explore mutual cooperation in order to better serve the needs of asylum seekers, refugees, including persons with temporary refuge and stateless persons in the city of Košice,

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants,

TAKING NOTE that the Government of Slovak Republic and IOM has signed The Cooperation Agreement on 17 May 1996,

CONSCIOUS of the need for closer cooperation between City of Košice and IOM in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

ARTICLE I

GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, City of Košice and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. City of Košice and IOM agree that the activities related to overall assistance for persons fleeing from Ukraine in Košice of IOM shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.

3. Each Party will endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.
4. This Memorandum of Understanding (MoU) reflects the agreement of the Parties to cooperate on a non-exclusive basis, such agreement being expressed in good faith, but without the creation of any legal obligation or the incurrence of any liability on the part of any of them. Nor shall any third party obtain any legal benefit from this MoU.

ARTICLE II

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. City of Košice and IOM agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes implemented by either Party may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

ARTICLE III

AREAS OF COOPERATION

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

- a) Implementation, as appropriate, by IOM of multiple donors funded activities in areas that relate to IOM competence, such as labour migration, counter-trafficking activities, technical assistance, post-conflict demobilization and rehabilitation, poverty reduction, promotion of economic growth and support for human development;
- b) Providing of direct assistance, financial, material and immaterial support to people fleeing from Ukraine;

- c) Consultation between City of Košice and IOM on City of Košice strategies and assistance plans where relevant to areas of IOM competence;
- d) Research studies on matters of mutual interest.

ARTICLE IV

IMPLEMENTATION OF THE MoU

The Parties shall enter into written, legally binding agreements, in the event that they wish to implement any of the areas of cooperation included in this MoU.

ARTICLE V

CONFIDENTIALITY

All information including personal information which comes into the Parties' possession or knowledge in connection with this MoU is to be treated as strictly confidential. The Parties shall comply with their respective organizational and legislative obligations in the event that they collect, receive, use, transfer or store any personal data in the performance of this MoU. No personal information shall be communicated to any third party without the prior written approval of the person concerned.

ARTICLE VI

INTELLECTUAL PROPERTY

This MoU is not intended to create any new intellectual property rights. The Parties shall maintain any pre-existing intellectual property rights in regard to any documents, materials and other works used in or resulting from the activities under this MoU.

ARTICLE VII
STATUS OF IOM

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

ARTICLE VIII
MISCELLANEOUS

1. This MoU reflects the intentions of the Parties as of the date of its signature by the duly authorized representatives of the Parties.
2. This MoU may be amended at any time by mutual written agreement of the Parties.
3. This Memorandum is drawn up in two languages, i. e. Slovak and English language. In the event of conflict, the Slovak version of Memorandum prevails. Each Party shall receive two counterparts in Slovak and two counterparts of the Memorandum in English language.
4. Either Party may terminate this MoU by giving 30 (thirty) days' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the City of Košice and of the International Organization for Migration have signed the present MoU.

Signed in duplicate in English on the dates and at the places indicated below.

For and on behalf of
The City of Košice

Signature

For and on behalf of
The International Organization
for Migration

Signature

Name: Jaroslav POLAČEK

Position: Mayor

Date:

Place:

Name: Valon HALIMI

Position: Head of Office

Date:

Place:

