



Tool No. 16: Sample Memorandum of Understanding between a National Committee and a government ministry¹¹

Memorandum of Understanding dated [XXXXX]
 between:
 [National] Committee for UNICEF [NGO registration number or equivalent and address]
 and
 Minister for [insert as applicable] [Reference to legislation
 or official document relating to the mandate and address] (Minister)

BACKGROUND

- A. [Name of national CFCI programme] is an initiative based on the UNICEF Child Friendly Cities Initiative.
- B. This memorandum of understanding has been established to formalize the partnership in place between the Minister and [National Committee] to establish a strategic framework and the supporting materials required to further the development of a [local/state-wide/national] network of accredited child friendly cities/communities for the [name of national CFCI programme] initiative.
- C. The first phase of the initiative will focus on [National Committee] and [relevant partner(s)] co-constructing a toolkit, outcomes and indicators framework and accreditation model in partnership with the [name of national level CFCI steering group].
- D. The toolkit, outcomes and indicators framework and accreditation model will be trialled by 'pilot' communities (in order to test and evaluate the effectiveness of the approach) and subject to broad consultation with key stakeholders.

1. INTENT OF MEMORANDUM OF UNDERSTANDING

The parties agree that clauses 5, 6 and 7 only are contractually binding and that no other clause imposes any legal liability or obligation on the parties. Nevertheless, the parties intend to fully cooperate in the pursuit of the objectives set out in this Memorandum of Understanding (MOU).

2. INTERPRETATION

In this MOU unless the context requires otherwise:

- 2.1 headings are convenience only and do not affect interpretation;
- 2.2 a reference to a party includes that party's executors, administrators, successors and substitutes;
- 2.3 a reference to this MOU includes this MOU as amended, supplemented, varied or replaced from time to time;
- 2.4 words denoting the singular include the plural (and vice versa) and words denoting individuals include corporations;
- 2.5 reference to a statute includes its designated legislation and includes consolidations, amendments, re-enactments and replacements.

3. DURATION OF MOU

- 3.1 This MOU commences when it is signed by both parties and if each party signs it on a different date, the later of those dates.
- 3.2 Upon commencement, this MOU will continue in force for 24 months unless it is terminated earlier by either party in accordance with this MOU.
- 3.3 This MOU may be reviewed by the parties at six-monthly intervals following commencement.
- 3.4 If either party wishes to extend this MOU beyond the initial term it must give the other party at least one month's written notice of its intention to do so prior to the termination of the initial terms. The extended MOU may be on such terms and conditions as the parties agree.

4. ACKNOWLEDGEMENTS

- 4.1 The Minister acknowledges to [National Committee] that it intends to:
 - 4.1.1 uphold the principles of the Convention on the Rights of the Child throughout the CFCI pilot and programme;
 - 4.1.2 provide 10 business days for [National Committee] to assess and approve guidelines and materials used for the accreditation model by which CFCI status will be determined;
 - 4.1.3 work with [National Committee] to develop appropriate and agreed criteria for CFCI accreditation prior to the commencement of the pilot. These criteria will comply with the CFCI principles developed by UNICEF. These criteria will be altered as appropriate following the review process at six and 12 month intervals until completion;
 - 4.1.4 include a [National Committee] representative on the committee and panel to evaluate local government's recognition as a child friendly city/community;

⁴ Adapted from UNICEF Australia Memorandum of Understanding with the Minister for Education and Child Development, 2013.





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4.1.5 consult children and include them in the decision-making process for CFCI policy and process wherever possible in line with best child participation practices;

4.1.6 promote to participating councils best practice child participation throughout the development and implementation of the CFCI pilot and programme;

4.1.7 design a recognition model of child friendly cities/communities that facilitates improvements in participation for local governments so that children can:

- (a) influence decisions about their city/community;
- (b) express their opinion on the city/community they want;
- (c) participate in family, community and social life;
- (d) receive basic services such as health care, education and shelter;
- (e) drink safe water and have access to proper sanitation;
- (f) be protected from exploitation, violence and abuse;
- (g) walk safely in the streets on their own;
- (h) meet friends and play;
- (i) have green spaces for plants and animals;
- (j) live in an unpolluted environment;
- (k) participate in cultural and social events;
- (l) be an equal citizen of their city/community with access to every service, regardless of ethnic origin, religion, income, gender or disability;

4.1.8 ensure that participating local governments undertake to have adequate data, reporting and budget for children to ensure that the impact on children can be evaluated and measured;

4.1.9 give particular emphasis and promote engagement with the most vulnerable groups including children living with a disability, children on or who have experienced out-of-home care, refugee children, children seeking asylum and indigenous children;

4.1.10 promote the Baby Friendly Hospital Initiative in hospitals with participating local governments seeking recognition;

4.1.11 promote local school engagement in [National Committee] child rights school initiatives to participating local councils seeking recognition;

4.1.12 provide a written update on progress of the pilot programme to [National Committee] every six months;

4.1.13 conduct a review with [National Committee] 12 months from the commencement of the pilot.

4.2 The Minister further acknowledges that a council or city recognized as 'child-friendly' does not abrogate any responsibility or accountability for the care of individual children, particularly in areas of child protection and safety. Being deemed a 'child-friendly' locale does not exempt that locale from individual or collective incidents which this endeavour plan seeks to mitigate.

4.3 [National Committee] acknowledges to the Minister that it intends to:

4.3.1 be a recognized project partner with [government jurisdiction] on the [name of national CFCI programme] and associated awards;

4.3.2 provide feedback and approval on project findings, toolkit materials, reporting processes and project communications and provide the logo/brand for approved items;

4.3.3 share useful research, evidence or tools relating to CFCI that may benefit the initiative or participants. It will support relationships through local and international networks where possible;

4.3.4 provide a [National Committee] representative to assist with the development of accreditation criteria and sit on a panel that recognizes local governments as child-friendly;

4.3.5 promote the partnership and participation on [National Committee's] website and support media coverage of the partnership when appropriate.

5. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

5.1 The parties acknowledge that:

5.1.1 they may be privy to confidential information about the business and/or operations of the other party and agree to keep such information strictly confidential;

5.1.2 they will not divulge such information to any third party without the express written consent of the other party, except to the extent that they may be required to do so by the law to do otherwise and in that case will immediately advise the other party that they had done so;

5.2 If there is uncertainty about whether information is confidential or not, it will be presumed to be confidential and subject to this clause unless the party to which the information relates advises otherwise in writing;

5.3 [National Committee] acknowledges that the Minister is not in breach of this clause if it discloses confidential information as a consequence of a constitutional or parliamentary convention.





Read full: UNICEF Child Friendly Cities and Communities Initiative Toolkit for National Committees



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6. USE OF NAMES AND LOGOS

- 6.1 [National Committee] licenses the Minister to use [National Committee]’s and UNICEF’s logo, trademark, corporate name and other material as may be required by the Minister to fulfil its commitments under this MOU.
- 6.2 The Minister will make all reasonable effort to ensure that the dignity of the [National Committee] and UNICEF names are preserved by gaining pre-approval from [National Committee] for all creative and copy featuring the UNICEF name so that all conditions of the use of the UNICEF name are met. This includes training materials, collateral, presentations, and media coverage.
- 6.3 The Minister must allow a minimum of five business days to receive feedback and approval for use of the UNICEF name as required by [National Committee]’s approval process.
- 6.4 The Minister will adhere to [National Committee] brand and logo guidelines in the production of all collateral.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The parties acknowledge and agree that intellectual property rights in any materials provided to the Minister by [National Committee] will remain the absolute property of [National Committee]. Consequently, the Minister may not copy [National Committee]’s materials without the prior consent of [National Committee] and on such terms and conditions as may be agreed between the parties from time to time.
- 7.2 For clarification, the ownership of intellectual property which exists prior to the commencement of this MOU will remain the property of that party. Intellectual property assigned merely by virtue of its use by a party other than the owner of the intellectual property.

8. MODIFICATION

Any modification to this MOU must be in writing and be signed by both parties.

9. COSTS

Each party to this MOU will bear the costs of an incidental to its negotiations, preparation and execution.

10. DISPUTE RESOLUTION

In the event of any dispute arising between the parties in relation to any matter that is the subject of, or associated with this MOU, both parties will use their best bona fide endeavours to resolve that dispute amicably with the overriding purpose being to allow continuation of the expressed purpose of this MOU.

11. PROPER LAW

This MOU is governed by and construed in accordance with the law in force in [jurisdiction] and the parties submit to the exclusive jurisdiction of the courts of [jurisdiction].

12. TERMINATION

- 12.1 This MOU may be terminated by either party giving at least 30 days written notice to the other party. If an intention to terminate arises out of a dispute, such notice may only be given after the dispute resolution procedures have been followed.
- 12.2 If this MOU is terminated due to one party breaching a condition of this MOU, the breaching party will be held liable for any costs involved in rectifying the breach. If the breach is deemed sufficiently severe to warrant a removal of all products bearing the UNICEF brand or logo, this will also be done at the breaching party’s cost.

SIGNED on behalf of [National Committee] by:

Name

Signature

Date

SIGNED by the Minister [insert]:

Name

Signature

