



## MEMORANDUM OF COOPERATION

### Among:

- 1. The General Secretariat for Vulnerable Persons and Institutional Protection of the Ministry of Migration and Asylum (hereinafter referred to as "General Secretariat");**
- 2. The Office of the United Nations High Commissioner for Refugees (hereinafter referred to as UNHCR);**
- 3. The University of West Attica, School of Administrative, Economic and Social Studies (hereinafter referred to as UniWA);**

### Considering:

(a) The authority and competencies conferred to the General Secretariat by the applicable legal framework and more specifically, Presidential Decree 77/2023 and Articles 64 and 65 of L. 4939/2022, as in force and articles 39 to 43 of P.D. 106/2020;

b) That the General Secretariat has as its mission to plan, implement, and supervise the National Strategy for the protection of unaccompanied children in Greece. The General Secretariat also initiates and implements all necessary policies and required actions to ensure the protection and well-being of third-country nationals and stateless individuals who are unaccompanied children, children separated from their families and children at risk, including accommodation, guardianship, social integration, quality service provision.

(c) That the vision of the University of West Attica is the recognition nationally and globally as a high rank dynamic, modern and progressive university with public character and competitive internationally.

The mission of UNIWA is to provide education of excellent quality in the fields of study, scientific breakthroughs with globally reputation -communicated to the society- and promote culture, art and civilization.

(d) That UNHCR as a subsidiary organ of the United Nations established by the UN General Assembly Resolution 319 (IV) of 3 December 1949, constitutes an integral part of the United Nations and its status, privileges and immunities are governed by the Convention on the Status, Privileges and Immunities of the United Nations, adopted on 13 February 1946 (ratified by the Hellenic Republic by Law 412/1947, Official Gazette 205 A' of 02/10/1947).

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(e) That, as part of its Mandate, UNHCR is committed to support the competent authorities in advancing rules and procedures for the proper treatment of refugees and asylum-seekers, in accordance with the 1951 Convention Relating to the Status of Refugees;

**Now therefore, THE PARTIES , agree as follows:**

### **Article 1 – Purpose**

This MoC serves as a framework for cooperation and coordination between the Parties and shall guide the overall effort to document, strengthen and further disseminate the experience and expertise of the Parties, gained in the field of child protection in the context of migration and asylum.

### **Article 2 – Areas of Cooperation**

For the purpose set out in article 1, the Parties will foster cooperation in the following areas:

- a. Protection of children at risk including unaccompanied children.
- b. Reception and needs evaluation system for children at risk including unaccompanied children.
- c. Institutional framework for child protection.
- d. Protection Policies for Children at risk including unaccompanied children.
- e. Integration activities for children at risk including unaccompanied children.
- f. Identification of funding sources and Cooperation between stakeholders including State Authorities, Member States, INGOs and Civil Society Organisations.
- g. Educational activities.

### **Article 3 - Implementation Activities**

The Parties will engage jointly in the implementation of the following activities:

- a. Research analysis and documentation of the good and cutting-edge practices implemented by the General Secretariat, such as the National Emergency Response Mechanism, the Youth Network, and the Mentorship project, in order to increase the sustainability of these projects.
- b. Creation of practice protocols and toolkits in order to gradually build them into a methodology for frontline practitioners, working in the areas of Article 2.
- c. Evaluation of the impact of interventions in order to highlight the importance of relevant policies.
- d. Creation of a Knowledge and Practice Hub that will act as a repository of good practices, as a dynamic research and evaluation facility and as a space for developing and disseminating relevant toolkits and practice protocols.

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- e. Provision of professional supervision in support of practitioners who are employed in General Secretariat projects.
- f. Provision of Continuous Professional Development (CPD) courses and/or seminars for child protection professionals in order to maintain and advance their knowledge and skills.
- h. Identification of funding opportunities and allocation of appropriate resources to support the creation of a postgraduate programme(leading to a master's degree) in the University of West Attica, in the areas of migration studies and/or child protection and/or the safeguarding of children at risk including unaccompanied children, that will encapsulate current knowledge and expertise acquired through the experience of the General Secretariat for Vulnerable Persons and Institutional Protection, relevant NGOs operating in Greece and UNHCR as well as academic research.
- i. Advocacy and expertise for the creation of academic Corridors as specialized pathways designed to facilitate and enhance the access to tertiary educational opportunities for young asylum seekers and refugees. These corridors will promote and utilize the lived experiences of the individuals to create a unique methodology for expanding educational opportunities, even for those who may not meet all traditional entry requirements.
- i. Peer review of the training material and contribution to the certification process of trainers, as well as child protection professionals working in the field, in the context of Best Interests Procedures, according to the applicable legal framework (...).

#### **Article 4 - General Modalities of Implementation**

1. The Parties shall use their best endeavours to carry out the activities required for the development of the areas of cooperation and activities set out in article 2 and 3, subject to their availability of personnel and financial resources, and subject to compliance with the regulations applicable to each, including the UNHCR procurement rules and procedures.
2. The Parties may develop specific projects in respect of any of the cooperation provided for in Articles 2 and 3 and, where appropriate, shall enter into the necessary agreements for their implementation.
3. The Parties agree that they may collaborate on activities described in this MoC with a third party or parties, as long as such collaboration does not conflict or otherwise unduly interfere with the implementation of this MoC.
4. Without prejudice to their respective competencies and mandates, the Parties undertake to seek maximum coordination and cooperation on matters of common interest and to consider favourably requests for cooperation from the other Parties.

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5. The main contact person and responsible for overseeing the implementation of the MoC , on behalf of UNIWA, will be Professor Vasilios Ioakimidis, Head of the Social Work Department

#### **Article 5 - Resources and Liability**

1. The collaboration between the Parties under this MoC does not involve any transfer of financial resources. Each Party will bear its own costs and in connection with this MoC, unless otherwise specifically agreed by the Parties in writing.
2. The personnel designated by each of the Parties to carry out the activities arising from this MoC shall depend on and remain under the direction of the Party that hired them, and therefore no employment relationship shall be created with any of the other Parties, which shall in no case be considered as a substitute employer(s).
3. Each Party will retain liability for its actions, including responsibility for the acts and omissions of its respective personnel, consultants and contractors or agents.

#### **Article 6 – Intellectual Property**

The Parties recognize the importance of protecting and respecting intellectual property rights. This MoC does not grant any Party the right to use the materials or other intellectual property rights belonging to or created by any other Party. Any arrangements for use and protection of intellectual property may be agreed between the Parties in writing.

#### **Article 7 – Confidentiality – Data Protection**

1. The Parties undertake to maintain the confidentiality of all documents, records, datasets, photos, drafts, proposals, assessments and any type of element, fact, information and data, including, without limitation, personal data, received and/or provided by the other Party in connection with this MoC and to use such information solely and exclusively for the purpose or purposes for which it was provided to them.
2. No confidential information may be disclosed to any third party, natural person or legal entity, public authority or other body, without the prior written consent of the providing Party, except to its members working on any of the activities as set forth in this MoC, and who have a need to know such confidential information for purposes of implementing an activity or project as defined in this MoC. Each Party shall ensure that its personnel respect the confidentiality of all the Confidential Information pertaining to this MoC.
3. Notwithstanding any other provision of this MoC, neither Party shall be liable for the disclosure of any confidential information of the other Party if the same: (i) is now in or hereafter comes into the public domain without breach of this MoC and through

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no fault of the disclosing Party; (ii) was properly and lawfully known to the disclosing Party prior to the date of this MoC; (iii) subsequent to disclosure hereunder, is lawfully received by the disclosing Party from another party whose rights therein are without any restriction to disseminate the confidential information; or (iv) is required to be disclosed by a Party by any law, rule, regulation, subpoena, order, decree, or decision or other process of law and, in the case of UNHCR, as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, provided that the Party so required to disclose the information shall notify the Party concerned of any such required disclosure as soon as is practicable.

4. Where the implementation of this Memorandum involves the collection and processing of personal data, the Parties agree to comply with the fundamental principles for the protection of personal data as recognized by the 2018 UN Personal Data Protection and Privacy Principles and their respective data protection legal frameworks, namely, the national and EU law and the General Data Protection Regulation (Regulation (EU) 2016/679) for the General Secretariat and the UniWA and the UNHCR Data Protection framework. The Parties agree to enter into a separate data sharing agreement, if necessary.
5. The confidentiality obligations under this Article 7 shall not lapse upon the expiration or termination of this MoC.

#### **Article 8- Visibility, Use of name, emblem or official seal**

1. Where possible, the Parties shall take appropriate measures in accordance with their internal rules and regulations to accord the appropriate visibility to their activities and to identify and acknowledge the contribution of each Party to the objective of this MoC in their reports, statements, announcements, and other materials related to it.
2. Use of a Party's name, emblem, official seal, logo, insignia or other identifying mark in public announcements shall not be permitted without prior written permission of the Party concerned.

#### **Article 9 - Duration, Amendment, Termination**

1. This MoC shall take effect upon the day of signing by the last of the Parties and shall remain in force for three (3) years.
2. This MoC may be modified or extended by written agreement of the Parties.
3. Any Party to this MoC can withdraw provided that it notifies in writing the other Parties of its intention to withdraw. The written notice of withdrawal shall become effective two (2) months after its notification to all other Parties. In such cases, the withdrawing Party shall take the necessary steps to ensure that the activities carried out under this MoC are brought to a prompt and orderly conclusion.

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4. In the event of termination of the MoC, the Parties shall take the necessary steps to finalize their respective ongoing activities under this MoC in a timely and organized manner.

#### **Article 10 - General Provisions**

1. The Parties shall use their best efforts to promptly and amicably settle any dispute, controversy or claim arising out of or in connection with this MoC. Any such dispute, controversy or claim which is not settled within thirty (30) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.
2. Nothing in or relating to this MoC shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations (including its subsidiary organs) or of UNHCR (as a subsidiary organ of the United Nations).

**IN WITNESS WHEREOF**, the undersigned, duly authorized for this effect and acting in representation of the Parties, have signed the present Memorandum of Cooperation in three (3) originals copies, in English and Greek, on the date and at the place indicated below, and each Party received one. In the event of any dispute or controversy in the interpretation of the MoC, the English version shall prevail.

Athens, .../.../ 2024

For the General Secretariat for  
Vulnerable Persons and Institutional  
Protection

The General Secretary

Heracles Moskoff

For the United Nations High  
Commissioner for Refugees

The Representative

Maria Clara Martin

For the University of West Attica

The Rector



Panagiotis E. Kaldis  
Professor