

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOUNDATION FOR RESEARCH AND TECHNOLOGY – HELLAS (FORTH)
AND
THE UNITED NATIONS CHILDREN’S FUND
TO SUPPORT ACTIONS TO PROTECT CHILDREN FROM ONLINE VIOLENCE

This Memorandum of Understanding (this "MoU") formalizes the partnership and commitment between the THE FOUNDATION FOR RESEARCH AND TECHNOLOGY – HELLAS (FORTH) and the United Nations Children’s Fund ("UNICEF") (the "Parties" and each one a "Party"), to collaborate on awareness raising initiatives in the area of child abuse mainly online.

Article I

The Parties

1. The Greek Safer Internet Center started its operation in July 2016 under the auspices of the Foundation for Research and Technology and more specifically the Institute of Computer Science . It is the official representative in Greece of the Pan-European Organizations INSAFE/INHOPE that draw up the European strategy for a safe and quality internet as well as the recognized representative of Greece in the Expert Group on Safer Internet for Children of the European Commission. The Greek Safer Internet Center provides information, help and support to young and adult internet users by developing three distinct actions: a) the SaferInternet4Kids.gr website, b) the Help-line, and c) the SafeLine (Hotline that accepts reports for illegal internet content). The Greek Safer Internet Center is based in Heraklion, Crete, N. Plastira 100 str, Vasilika Vouton, GR70013 and is legally represented by Prof. Nektarios Tavernarakis, Chairman of the Board of Directors of FORTH.
2. The United Nations Children's Fund ("UNICEF"), which was established by the United Nations General Assembly in its resolution 57 (1) of 11 December 1946, in accordance with Article 55 of the Charter of the United Nations, is an integral part of the United Nations, having its headquarters at UNICEF House, 3 United Nations Plaza, New York, New York 10017, U.S.A. and having its Greece Country Office based at Agias Lavras 81, Zografou, Athens 15773, Greece [Tax ID 996900390 (IB Athinon)], legally represented by Dr. Ghassan Khalil, Representative. The Convention on the Privileges and Immunities of the United Nations, approved by the General Assembly of the United Nations on 13 February 1946 and entering into force in respect of Greece on 29 December 1947, is applicable to UNICEF.

Article II

Framework and Guiding Principles

Frameworks:

1. This MoU outlines potential areas for collaboration and establishes a framework under which these actions may take place. UNICEF and the FOUNDATION FOR RESEARCH AND TECHNOLOGY – HELLAS (“the Parties”) will undertake their cooperation and explore opportunities for greater collaboration in the areas of the prevention of violence against children in general and especially of child online protection.

2. Additional areas of collaboration may be mutually agreed upon within the framework of this MoU.

The present MoU is interpreted in the framework of UNICEF’s Country Program Document (2022-2027), the main focus of which is child protection, with the aim of ensuring all children’s rights, especially after the establishment of the UNICEF Office in Greece in 2020.

Guiding Principles

3. The awareness raising and advocacy initiatives should always be guided by the Convention of the Rights of the Child (CRC) and by the four overarching child rights principles:
 - **Non-discrimination.** The rights of all children are respected, without discrimination of any kind, irrespective of the child’s or the parents’ or legal guardian’s race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.
 - **Best interests of the child.** The present partnership ensures that the best interests of the child are a primary consideration in all actions concerning children.
 - **The inherent right to life, survival, and development.** Children have the right to life, with the government committed to ensuring to the maximum extent possible their right to survival and healthy development.
 - **Respect for the views of the child.** Children have the right to voice their opinions and have their opinions considered in decisions that affect them.

Article III

Common Strategies

1. Parties commit to develop a joint strategy promoting child rights, development and participation, based on the Convention of the Rights of the Child and Agenda 2030.

Protection of children and prevention of online violence: Parties commit to join forces in preventing online violence taking into consideration UNICEF's mandate in protecting children from all forms of violence and relevant activities undertaken by FORTH

Awareness raising and information provision: Parties commit to join forces and expertise in awareness raising and appropriate information provision to children, parents and professionals who have direct contact with children on issues related to online violence.

Article IV

Areas of Collaboration under this MoU

The purpose and objectives of this collaboration between UNICEF and FORTH is to raise public awareness as far as child online protection is concerned and streamline a series of child rights issues related to online protection. The Parties agree that their cooperation shall be extended in particular in the area of protection of children from violence, in particular online violence. The cooperation of the parties will focus on the joint initiatives and actions aimed at raising awareness and information provision as well as training and capacity building of professionals working with children aiming to ensure protection from all forms of violence, especially online.

Article V

Implementation of the MoU

1. UNICEF (represented by the UNICEF Country Office in Greece) and FORTH will establish a core working group for close collaboration to facilitate and manage this partnership.
2. Each Party will inform, in writing, the other of its designated focal point for this partnership.
3. The Parties will work together on a joint Action Plan to implement their partnership and will meet regularly and at least on a quarterly basis to review their partnership, including results achieved and challenges experienced.

Article VI

Financial Arrangements

1. The present MoU does not imply any legal and/or financial commitments or obligations from any Party to another.

2. Each Party's engagement in this cooperation will be subject to its mobilisation of sufficient financial and other resources to support its implementation. Although this MoU does not impose any financial obligations and/or implications for the Parties, the Parties intend to explore ways to mobilize external resources to expand the focus of the cooperation and to allocate own funds for joint activities, whenever possible through its respective budgets, based on the legislation in force and on a case-by-case modality and agreed upon in writing. Based on mutual agreement of the Parties, subsequent arrangements may be developed to carry out the purposes of this MoU.
3. Any financial expenditure used in the implementation of the joint activities shall be voluntary and managed in accordance with the internal policies and procedures of the relevant Party.

Article VII **Additional Terms of the Agreement**

Intellectual Property

1. Except as is otherwise expressly stipulated in this MoU, each Party will retain all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials, that the disclosing Party may share with the other Party for the purposes of this collaboration.
2. The Parties agree that no confidential information and/or personal data will be exchanged in the framework of the cooperation pursuant to this Memorandum. If upon mutual agreement the exchange of aggregated information and/or statistical data is required, this will be in accordance with National legislation (Act. 4624/2019) and the EU General Data Protection Regulation (GDPR) and UNICEF's ethical standards.

Use of UNICEF's and the Hellenic Safe Internet Center name, logo and emblem

3. Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this MoU upon written permission of the other Party.

Privileges and Immunities

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

Non-Binding Effect

5. The Parties intend this MoU to be non-binding. This MoU is not intended to create any financial liabilities, legally enforceable rights and obligations in respect of either Party.

Independence of Each Party

6. Nothing in or relating to this MoU will cause the staff of the Greek Safer Internet Center to be construed as UNICEF staff or officials or experts on mission of the United Nations or UNICEF. UNICEF, and the FORTH are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them.

Amendments

7. The present MoU and its attachments may be modified or amended only in writing, following signature by both Parties.

Responsibilities




8. Both Parties will contribute to the implementation of the present Memorandum of Understanding by undertaking the responsibilities stipulated hereto, including by: displaying the highest standard of conduct in ensuring that the core values of the United Nations, the Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination Against Women and the Convention on the Rights of Persons with Disabilities are respected. All aforementioned treaties have been adopted by laws 2101/1992, 1342/1983 and 4074/2012 respectively.

Article VIII

Term of this MoU

1. This MoU shall take effect upon the day of signing by both Parties and shall remain in force for a period of two (2) years unless terminated by either Party by two (2) months' written notice to the other, it being understood that this MoU may be extended by written agreement between the Parties for a further period of up to two (2) years on the same terms and conditions as this MoU.
2. Upon termination, both Parties shall take the necessary steps to finalize their respective activities under this MoU in a timely and organized manner for the successful completion of all pending activities of this collaboration.
3. The Parties undertake to make every effort to resolve any disputes that may arise in the performance of this memorandum. Any disputes, claims or objections arising out of or in connection with this memorandum or its breach, termination or invalidity shall be settled amicably by negotiation between the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized for this effect and acting in representation of the Parties, have signed the present MoU in English on the date indicated below.

<p>Signed by:</p>  Prof. Nektarios Tavernarakis Chairman of the Board of Directors of FORTH Date <u>18-7-2023</u> 	<p>Signed by:</p>  Dr. Ghassan Khalil Representative UNICEF Country Office in Greece Date <u>06-07-2023</u>
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