



MEMORANDUM OF UNDERSTANDING
Between
THE HELLENIC STATISTICAL AUTHORITY
AND
THE UNITED NATIONS CHILDREN'S FUND

This Memorandum of Understanding ("MOU") is entered into by

The Hellenic Statistical Authority (ELSTAT), represented by its President, Dr. Athanasios C. THANOPOULOS, acting in accordance with the Greek Statistical Law 3832/2010,

the United Nations Children's Fund ("UNICEF"), a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution No. 57 (I) of 11 December 1946, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, 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,

and are hereinafter separately referred to as a "Party" and jointly as the "Parties".

WHEREAS, UNICEF works with governments, civil society organizations and other partners to advance children's rights to survival, protection, development and participation and is guided by the Convention on the Rights of the Child (CRC);

WHEREAS, UNICEF recognizes the importance of collaborating and cooperating with partners to achieve its mandate and strategic objectives;

WHEREAS, the Partner ELSTAT, as the National Statistical Office of Greece, Coordinator of the Hellenic Statistical System (ELSS) and member of the European Statistical System (ESS), develops, produces and disseminates official statistics in accordance with the statistical principles of "professional independence", "impartiality", "objectivity", "reliability", "statistical confidentiality" and "cost-effectiveness" as these principles are defined in the Regulation (EC) No 223/2009 as amended by Regulation (EU) No 2015/759 and are developed in the European Statistics Code of Practice as in force.

WHEREAS, the Partner supports the mandate of UNICEF as stipulated in the United Nations General Assembly resolution No. 57 (I) of 11 December 1946 and UNICEF's Strategic Plan and promotes and produces quality data on the situation of children in Greece.

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Scope of the MOU**

1. This MOU, together with the Annexes listed below forming an integral part hereof, establishes the terms and conditions of the cooperation between the Parties:
 - a. Annex I: Description of Activities
 - b. Annex II: General Conditions of Cooperation ("General Conditions").
2. This MOU and any subsequent agreement(s) entered into hereunder constitute the entire understanding between the Parties in respect of the subject matter and supersede any prior oral or written communications on the subject.

**Article II
Areas of Cooperation**

The Parties agree to cooperate in good faith in order to achieve their common objectives, which are:

1. Exchange of methodologies and practices on child-related household surveys, with an emphasis on the collection of data for groups most at risk, such as children without parental care, children victims of violence, children with disabilities, refugee and migrant children.
2. Enhance availability of, and access to, statistics and disaggregated data on children with a focus on administrative data systems.
3. Joint advocacy regarding the availability of data for all children ensuring inclusion and equity and in accordance with Sustainable Development Goals (SDGs). Promotion of children's data privacy based on national and EU standards.

In furtherance of the common objectives described above, the Parties agree to carry out the activities set out in the Description of Activities ("the Activities"), which may be modified from time to time by written agreement by the Parties.

**Article III
Implementation of the MOU**

1. The Parties may negotiate in good faith the terms of any subsequent agreement(s) that may be required to implement the Activities. Such agreement(s) will specify the roles and responsibilities of each Party and the costs or expenses relating to the Activities and how they will be borne by the Parties. Such agreement(s) will incorporate by reference the terms of this MOU.
2. The Parties agree to each designate a relationship manager for the long term monitoring and management of this partnership. The Parties may also decide to form working

groups comprising representatives of each Party, which will be responsible for monitoring the development and execution of the Activities.

Article IV Exchange of Information and Documents

The Parties agree to exchange relevant information and documents as needed for the implementation of this MOU, subject to such restrictions and arrangements which may be required by either Party to safeguard the confidential nature of certain information and documents.

Article V Recognition

1. Subject to Paragraph 4 of Annex II of this MOU (Use of name, abbreviation and emblem) of the General Conditions, the Parties may acknowledge and disclose to the public this MOU and information with respect to the Activities, in accordance with the current policies of each Party and with the prior written approval of the other Party.
2. At public events, media conferences or meetings of any kind, representatives of each Party may speak about the collaboration related to this MOU, but strictly on its own behalf. Any unilateral media release by a Party relating to this MOU or the Activities undertaken hereunder will be shared with the appropriate communications lead of the other Party for review and consent at least five (5) business days in advance of release.

Article VI Settlement of Disputes

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.
2. The terms of this MOU will be interpreted and applied without application of any system of national or sub-national law.
3. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article VII Notices and Addresses

Any notice to be given under this MOU shall be in writing and shall be deemed to have been made when it shall have been delivered to the party and address specified below:

For UNICEF: Ioannis Papachristodoulou
ipapachristodoulou@unicef.org

For ELSTAT: Apostolos Kasapis
a.kasapis@statistics.gr

Article VIII Duration, Termination, Modification

1. This MOU will become effective upon signature by both Parties and remain in effect for a period of 2 years thereof, unless terminated earlier by either Party in accordance with paragraph 2 below.
2. Either Party may terminate this MOU at its sole discretion and by means of a three months' prior notice in writing to the other Party. Any subsequent agreement(s) concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the Activities under this and/or any subsequent agreement(s) are brought to a prompt and orderly conclusion.
3. The following provisions shall survive the expiration or termination of this MOU:
 - (a) Article IV (Exchange of Information and Documents), Article VI (Settlement of Disputes);
 - (b) Paragraph 3 (Liability), Paragraph 4 (Use of name, abbreviation and emblem), Paragraph 5 (Privileges and immunities) and Paragraph 9 (Intellectual Property) of Annex II (General Conditions); and
4. This MOU may be amended or extended by mutual agreement of the Parties reflected in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below. The MOU has been drawn up in two (2) copies and each Party received one copy.

FOR UNICEF:

Dr. Ghassan Khalil
unicef | for every child
United Nations Children's Fund
Greece Country Office
81, Agias Lavras St., 157 03 Zografou Athens GR
TAX ID: 996900390 TAX Office: IB Athinon
Tel: +30 211 2340 288 287

Date

FOR ELSTAT:

Dr. Athanasios C. Thanopoulos
President
ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΕΛΛΗΝΙΚΟ ΣΤΑΤΙΣΤΙΚΟ ΚΕΝΤΡΟ
ΕΛΛΗΝΙΚΗ ΣΤΑΤΙΣΤΙΚΗ

Date

Annex I
Description of Activities

The cooperation will include, inter alia, the following activities:

- Exchange of manuals, methodological reports, templates of questionnaires, metadata, and other relevant material regarding the conduct of child-related surveys and the production of the above statistics.
- Jointly participate in national and regional meetings to exchange good practices and analysis about the situation of children in Greece.
- Joint publications on data for children based on the latest Census and other surveys by ELSTAT.
- Promotion of the manual which was conceptualized and developed by the International Data Alliance for Children on the Move (IDAC) Working Group 1, which is led by the Hellenic Statistical Authority (ELSTAT) and focuses on national data capacity-strengthening to ensure that migrant and displaced children are counted and seen in policy and program design.
- Launch nationwide joint advocacy and awareness raising campaigns based on available data for children, including around the issue of SDGs.
- Exchange of data for UNICEF reporting tools including the Digital Situation Analysis and TransMonEE.

The Parties agree that no confidential information and/or statistical data will be exchanged in the framework of the cooperation pursuant to this Memorandum. If upon mutual agreement exchange of information and/or statistical data is required then this will be in accordance with the national statistical legislation in force and the EU General Data Protection Regulation (GDPR), and in respect of the Hellenic Statistical Authority regulations and UNICEF's ethical standards.

Annex II. General Conditions of Cooperation

1. **Financial contribution:** The Activities will be implemented in accordance with each Party's regulations, rules, policies and procedures, subject to the availability of the necessary financial resources. Any transfer of funds between the Parties will be subject to a separate agreement in accordance with Article III.1 of the MOU.
2. **Legal status:**
 - a. Nothing in or related to this MOU will be construed as establishing a legal partnership, joint venture, employment, agency, exclusive arrangement or any other similar relationship between the Parties.
 - b. Neither Party has any right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth in this MOU.
 - c. Unless otherwise agreed between the Parties, the Partner or anyone it employs will not be considered an agent or official of UNICEF and will not be entitled to any compensation or reimbursements.
3. **Liability:** Each Party will be liable for its own acts or omissions.
4. **Use of name, abbreviation and emblem:** Neither Party will use the name, abbreviation or emblem of the other Party, its subsidiaries and/or affiliates, without the express prior written approval of the other Party in each case. In no event will authorization of the UNICEF name, abbreviation or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNICEF of the Partner's products or services.
5. **Privileges and immunities:** The Partner will respect the status of UNICEF as a public international organization of the United Nations system. Nothing in or relating to this MOU will be deemed as a waiver, express or implied, of any of the privileges and immunities of UNICEF.
6. **Observance of the law:** The Partner will respect the laws applicable to it. The Partner will not permit any representative or official of UNICEF to receive a direct or indirect benefit from this MOU or from any subsequent agreement(s) between the Parties.
7. **Assignment:** The Partner will not assign, transfer, pledge or make other disposition of this MOU or any part thereof or of any of its rights, claims or obligations under this MOU except with the prior written approval of UNICEF. Any such unauthorized assignment, transfer, pledge or any other disposition will not be binding on UNICEF.
8. **Non-waiver:** Any waiver by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this MOU. The failure by a Party to enforce any provision of this MOU will not constitute a waiver of that or any other provision of this

MOU. Any waiver must be in writing and signed by the Party against whom enforcement is sought.

9. **Intellectual Property:** This MOU does not grant to a Party the right to use materials belonging to or created by the other Party. Each Party will retain intellectual property rights in all materials developed and produced by it. The Partner recognizes the principle that the United Nations owns intellectual property generated by United Nations' programmatic and project activities for the common good and that the member states of the United Nations have the right to non-commercial use of the results of such programmatic and project activities. The Parties agree that, unless otherwise provided for in UNICEF's regulations, rules, policies and procedures or its agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced as a result of the Activities will be managed in a way that maximizes their public accessibility and allows the broadest possible use.
10. **Ethical Conduct:** The Parties are committed to the highest standards of ethical conduct and each has policies, procedures, and systems to help maintain those standards. If the Partner is a non-UN intergovernmental organization or other non-private sector organization, the Partner confirms that:
 - a. no official of UNICEF or of any National Committee for UNICEF has been offered or has received (and will not in the future receive) any benefit as a result of this collaboration. This includes, for example, gifts, favors or hospitality. The Partner also confirms that for two years from the date of this MOU, the Partner will not employ any UNICEF personnel who were involved in developing or establishing this collaboration without consulting UNICEF first.
 - b. it and its personnel will comply with all applicable laws, including, but not limited to, all applicable laws relating to financial probity, safeguarding of children and adults, preventing discrimination and preventing sexual abuse and exploitation.
 - c. neither it nor any of its affiliates (including parent entities, subsidiaries, and other entities in which it owns a substantial interest), is directly or indirectly engaged in (a) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999) or (b) the manufacture, sale, distribution, or use of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
 - d. it will take all appropriate measures to prevent any of its personnel or any of its affiliates' personnel sexually exploiting or sexually abusing anyone, in particular children.

The Partner will tell UNICEF as soon as it become aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Paragraph 10.