



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CENTER FOR EMERGENCY SITUATIONS AND DISASTER RISK REDUCTION
AND
THE UNITED NATIONS CHILDREN’S FUND
TO COLLABORATE ON PROMOTING
CHILD-CENTERED DISASTER RISK REDUCTION STRATEGIES AND CHILD-CENTERED
HUMANITARIAN ACTION STRATEGIES
IN THE CENTRAL ASIA AND SOUTH CAUCASUS SUB- REGION

THIS MEMORANDUM OF UNDERSTANDING (this “MoU”) formalizes the partnership and commitment between the Center for Emergency Situations and Disaster Risk Reduction (“CESDRR”) and the United Nations Children’s Fund (“UNICEF”, together with CESDDR the “Parties” and each one a “Party”), to collaborate on promoting child-centered disaster risk reduction strategies and child-centered humanitarian action strategies in the Central Asia and South Caucasus Sub-Region. This will be undertaken by building on the existing practice, technical expertise, capacity building innovative approaches and inter-governmental platforms for cooperation.

Article I
The Parties

1. CESDRR, the Center for Emergency Situations and Disaster Risk Reduction, was established in Almaty, Kazakhstan, in 2015, by the Governments of Kazakhstan and the Kyrgyz Republic. CESDRR was established to provide effective mechanisms to mitigate the risk of emergency situations and reduce their consequences, and to facilitate coordination among governments and international partners in the area of humanitarian action and Disaster Risk Reduction (“DRR”).

2. UNICEF was established through Resolution 57 (I) adopted by the United Nations General Assembly on December 11, 1946 as a subsidiary organ of the General Assembly. It works with Governments world-wide to advance children’s rights to survival, protection, and development, and is guided by the principles articulated in the Convention on the Rights of the Child.

Article II
Areas of Collaboration under this MoU

1. UNICEF and the CESDRR will establish a close cooperation and explore opportunities for greater collaboration and development on DRR with and for children and humanitarian action in the Central Asia and South Caucasus sub-region. This MoU aims to identify potential areas for collaboration and to establish a framework under which these actions may take place. Additional areas of collaboration may be mutually agreed within the framework of this MoU. The Parties will undertake their cooperation by building on the

existing practice, technical expertise, capacity building innovative approaches and inter-governmental platforms for cooperation.

Core Commitments for Children in Humanitarian Action

2. UNICEF will provide capacity development opportunities for the CESDRR staff and its partners on the UNICEF Core Commitments for Children in Humanitarian Action (CCCs), considering the specific needs of children and women in emergencies. Experience and good practice exchange on CCCs in Humanitarian Action among the Central Asian countries and beyond will be facilitated through the CESDRR in Almaty. UNICEF will make specific efforts to provide support in knowledge management and capacity development on CCCs through close collaboration with the CESDRR.

Child-Centered Disaster Risk Reduction: for and with children

3. UNICEF will support the CESDRR with knowledge and expertise generation in the field of the child-centered DRR. Capacity development events will be organized jointly with the CESDRR for its staff and partners to advance child-centered DRR approaches and tools for replication in the region. This will include good practice on ensuring children's participation in the planning process and implementation of risk reduction and climate change adaptation measures. As part of a regional knowledge management approach, UNICEF and CESDRR will jointly work on developing a knowledge management platform, linking to a repository of DRR materials and publications that will be maintained by the Center staff.

4. These will serve the objective of developing the capacity of the Center to become a regional platform for capacity building and knowledge management on child-centered DRR. UNICEF will share tools on child-centered risk analysis and school safety assessment for better emergency preparedness and risk reduction, in collaboration with other interested partners.

Innovation

5. For years, UNICEF has supported innovative projects that improve children's lives around the world, as well as in the CEE/CIS region. Mobile application on DRR/safety for children, web-based courses and computer games were developed by country offices in Central Asia and South Caucasus to support interactive learning on DRR/safe behavior of children. To foster child and youth engagement in DRR and emergency preparedness work, various activities such as videos by children, participation in disaster risk mapping and analysis can be implemented and replicated in the region.

6. Specific interventions may be in the area of risk assessment and analysis using new technologies and approaches that will be tested together with the CESDRR, as well as replicating available interactive learning tools for children and their engagement in the region.

Advocacy and Outreach

7. UNICEF and the CESDRR share a common understanding of the drivers of vulnerability of children and their families to disasters and are committed to further

advocating for child-centered DRR in the countries of the region and national financing thereof, as part of the Sendai Framework for DRR, the Action Plan endorsed at the Asian Ministerial Conference on DRR and National Strategies and Plans. This includes, but is not limited to, advances and evidence obtained in DRR in Education work, risk informed child-sensitive local development planning and implementation and enabling of meaningful child and youth participation in DRR and climate change adaptation decision making and implementation.

Article III **Implementation of the Parties' Partnership**

1. UNICEF (represented by the UNICEF Regional Office for Central and Eastern Europe and the Commonwealth of Independent States, based in Geneva Switzerland, jointly with the UNICEF Country Office in Kazakhstan, based in Astana) and the CESDRR will establish a mechanism for close collaboration to facilitate and manage this partnership.
2. Each Party will inform the other of its designated focal point for this partnership.
3. The Parties will work together on a joint work plan to implement their partnership and will meet from time to time and no less frequently than once each eighteen (18) months to review their partnership, including results achieved and challenges experienced.

Article IV **Financial Arrangements**

1. The present MoU does not imply any legal and/or financial commitments or obligations from either Party to the other.
2. Each Party's engagement in this partnership will be subject to its mobilising sufficient financial and other resources to support its activities. Although this MoU does not have any financial obligations and/or implications for the Parties, the Parties commit to explore ways to mobilize external resources to expand the focus of the cooperation and to allocate own funds for joint activities, whenever possible by its respective budgets, 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 expenditures used in the implementation of the joint activities shall be voluntary and managed in accordance with the policies and procedures of the relevant Party.

Article V **Additional Terms of the Agreement**

Intellectual Property

1. Except as is otherwise expressly provided 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.

Use of UNICEF's and CESDRR's name, logo and emblem

2. Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party.

Privileges and Immunities

3. 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

4. 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.

Each Party Independent

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

Amendments

6. The present MoU or its attachments may be modified or amended only in writing signed by both Parties.

Article VI **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 three (3) years unless terminated by either Party on three (3) months' written notice to the other, it being understood that this MoU may be extended by written agreement between the Parties for further periods of three (3) 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.

IN WITNESS WHEREOF, the undersigned, duly authorized for this effect and acting in representation of the Parties, have signed the present Agreement in English and Russian with equal legal status on the date indicated below.

Signed by:

Valeriy Petrov,
Director,
Center for Emergency Situations and
Disaster Risk Reduction in Almaty



Date March 2, 2017

Signed by:

Afshan Khan,
Regional Director,
UNICEF Regional Office for CEE/CIS



Date March 2, 2017