MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is agreed among eight national coalitions following in alphabetical order of countries in Sofia, Bulgaria on 11 September 2012:

1. The Association United for Child Care and Protection, Albania (BKTF);
2. The Child Protection Network, Armenia;
3. The NGO Alliance for Children’s Rights, Azerbaijan;
5. Alliance of Active NGOs in the Field of Social Protection of Family and Child, the Republic of Moldova (APSCF);
6. The NGOs Federation for Children, Romania (FONPC);
7. Network of Civil Society Organizations for Children in Serbia (MODS);

The above-mentioned national coalitions are referred to collectively as Parties (‘Parties’) and individually as a Party (‘Party’) in this MoU.

PURPOSE
The parties agree to establish ChildPact, the Child Protection Regional Coalition in the Wider Black Sea Area, according to the Regional Coalition Mandate (enclosed as annex 1 - the Regional Coalition Mandate) agreed by the Parties after the fourth gathering of the Black Sea NGO Forum. In particular, the parties agree on the following:

CHILDLPACT’S PRINCIPLES AND VALUES
ChildPact shall always act in the best interest of the child. ChildPact believes that all children have a right to inclusive education, that children should grow in their families, that they should never be discriminated against for any reason, and that boys and girls should never be favoured over their gender. ChildPact believes that all children currently living in institutions are entitled to alternative, community-based care and that physical punishment of children should be forbidden.

CHILDLPACT’S VISION
Children in the Wider Black Sea area have their rights guaranteed and live in a society that not only protects them, but actively supports their development to the highest levels of their potential, regardless of nationality, ethnicity, gender or social background. The Wider Black Sea area is a prosperous area where children are considered the region’s most important resource and development goals aim at creating a better future for them.

CHILDLPACT’S MISSION
ChildPact represents the interests of the most vulnerable children in the Wider Black Sea area, be they from EU or non-EU Member States, in policy debates at national, regional and international levels.
CHILDPACT'S OBJECTIVES:

1. Strengthen the role and capacity of civil society organisations in defining and monitoring child-related public policies in the Wider Black Sea area, by supporting their contributions to policy cycles and dialogues at domestic and international (in particular EU) levels, based on child participation principles;

2. Promote an enabling environment for civil society coalitions at regional and national levels, by building national-level capacities and advocating for sustainable funding mechanisms for such entities.

3. Raise public awareness on child rights and protection issues in the national and regional contexts and advocate for regional cooperation in identifying solutions to common threats to children's well-being.

4. Strengthen connections between national coalitions and promote regional cooperation initiatives to advocate for vulnerable children.

THE RESPONSIBILITIES OF THE PARTIES

1. To fund-raise together and implement ChildPact joint projects

1.1. The Parties shall work together to create an environment conducive to increasing levels of private and institutional support for ChildPact's mission and priorities.

1.2. The Parties shall plan and execute comprehensive fund-raising and donor-acquisition programs in support of ChildPact's mission in partnership. These programs may include individual giving, corporate and foundation philanthropic support, institutional donor funding (EU, government, multilateral organisations), special projects, and campaigns as appropriate.

1.3. The Parties shall be transparent in approaching funding agencies on behalf of ChildPact, and approach them together whenever possible. Transparency shall be maintained through dialogue, consultations, and sharing of reports and budgets. The Steering Committee shall decide on a case-by-case basis which donors should be approached, based on ChildPact's evolving priorities. Projects implemented by a Party or a group of Parties on behalf of ChildPact are transparent and open to scrutiny by any other Party signing this MoU.

1.4. The Parties shall make available human and other resources needed for writing funding proposals and implement the awarded grants.

1.5. The Parties shall build their collective capacity for joint fund-raising and project implementation for ChildPact.
2. To exchange information conducive to strengthen ChildPact and for improved lobby and advocacy
   2.1. The exchange of information between Parties shall be made with a view to enhance the operational effectiveness of ChildPact.
   2.2. It is understood that honest and frank exchange of information between Parties provides a cornerstone for successful management of ChildPact and trust between its members.
   2.3. Information shall also be exchanged for peer-to-peer learning purposes among individual Parties.

3. To represent ChildPact with honour and in good faith
   3.1. The Parties undertake to speak highly and promote ChildPact, its members and activities whenever possible.
   3.2. When a Party is asked to represent ChildPact officially all other Parties shall be informed in due time so that the Parties have an opportunity to contribute to formulate the message to be delivered.

TERMS OF UNDERSTANDING
The term of this MoU is for a period of 2 years from the effective date of this agreement and may be extended upon written mutual agreement among parties. It shall be reviewed on an annual basis to ensure that it is fulfilling its purpose and to make any necessary revisions. All annexes are part of this MoU.

MODIFICATION/TERMINATION
This MOU constitutes an agreement between the Parties hereto. This MoU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of written amendment, signed and dated by all the parties.

Either Party in this MoU may terminate their participation in this MoU by providing reasonable written notice of intent to terminate. In such case, termination by one or more of the Parties in this MoU does not alter the terms or obligations of the other Parties in this MoU.

AUTHORIZATION
The signing of this MoU is not a formal undertaking. It implies that the signatories shall strive to reach, to the best of their ability, the objectives stated in the MoU. On behalf of the organization I represent, I wish to sign this MoU and contribute to its further development.
The undersigning parties:

1. The Association United for Child Care and Protection, Albania (BKTF)
   Zini Kore, President
   Date 11/09/2012
   Signature

2. The Child Protection Network, Armenia
   Mira Antonyan, President
   Date 11/09/2012
   Signature

3. The NGO Alliance for Children's Rights, Azerbaijan
   Nazir Guliyev, Chairman
   Date 11/09/2012
   Signature

4. National Network for Children, Bulgaria
   George Bogdanov, Executive Director
   Date 11/09/2012
   Signature

5. The Georgian National Coalition for Child and Youth Welfare
   Ia Dadunashvili, Coordinator
   Date 11/09/2012
   Signature

6. Alliance of Active NGOs in the Field of Social Protection of Family and
   Child, the Republic of Moldova (APSCF)
   Mariana Ianachevici, President
   Date 11/09/2012
   Signature

7. The NGOs Federation for Children, Romania (FONPC)
   Bogdan Simion, President
   Date 11/09/2012
   Signature

8. Network of Civil Society Organizations for Children, Serbia (MODS)
   Sasa Stefanovic, President
   Date
   Signature