

**Memorandum of Understanding for 2012
Between
The Separated Children in Europe Programme
And
[Insert Name of Partner agency]
A Member of the Programme's NGO Network**

1. Aim

- 1.1 This Memorandum of Understanding has been developed to;
- Formalise and clarify the inter-relationships between each of the non governmental partners¹ that form the Separated Children in Europe Programme's NGO network (the network)
 - Formalise and clarify the relationship between the NGO partners and the secretariat of the Separated Children in Europe Programme.
- 1.2 The Memorandum of Understanding outlines the expectations that are placed upon each of the parties in their relationship of engagement as part of the Separated Children in Europe Programme. Whilst this Memorandum of Understanding is between the programme and those network partners who are **members** of the network the system will be flexible, recognising that membership or associate membership 'status' can change depending on a change in the circumstances of a partner agency. Partners will self select, and self review, rather than be assigned a category of membership. The review process will be ongoing though as a minimum all partners will self review their 'status' on an annual basis.

2. Principles

- 2.1 All the programme's network partners, staff, interns, consultants and the steering committee will work together to:
- Raise awareness of relevant issues and their impact upon separated children
 - Inform and influence relevant policy makers, at both national and European level, about the impact of their policies and practices upon separated children
 - Enhance the skills and knowledge base of relevant practitioners and inform the development and delivery of direct services in regard to both the protection and well being needs of separated children
 - Listen to, empower, and involve separated children in the development of the programme's work
- 2.2 It is recognised that at the heart of the relationship between all parties of the programme is the desire to maintain and further develop cooperation through;
- The sharing of reliable, current, relevant and accurate information
 - The mutual development of clear, evidence based policy positions
 - Offering a range of support to enable partners to deliver direct services, for example through the provision of joint training or capacity building

¹ Throughout this document the term 'partner' is used to refer to both members and associate members.

- The commissioning, support and development of appropriate and timely research and the dissemination of relevant findings
 - The engagement of timely, effective campaigning and targeted advocacy
 - The sharing of good practice within our network of NGO partners
 - Promoting the principle that separated children can participate in the development of a wide range of appropriate services, and where possible offering support and practical assistance to participatory initiatives involving separated children
- 2.3 All partners must uphold a child rights based approach in their work. Partner organisations must,
- Demonstrate commitment to promoting children’s rights
 - Show a commitment to the full implementation of the UN Convention on the Rights of the Child
 - Adopt, and promote the programme’s Statement of Good Practice
 - Hold a relevant mission or vision statement
- 2.4 All partners must demonstrate that their area of work is relevant to the work of SCEP. Therefore partner organisations should engage in at least one of the following areas,
- The provision of direct services to marginalised groups, such as asylum seeking, migrant or trafficked children
 - The undertaking of research and analysis on relevant topics connected to separated children
 - Engagement in lobbying and/or campaigning for relevant reforms regarding separated children at national and/or EU levels
- 2.5 In order to advance the programme’s vision members must be robust and have enough capacity to deliver on their objectives.

3. Requirements of membership of the network

All members will commit to;

- Exchange information with other network partners
- Contribute to the biannual newsletter
- Disseminate programme materials and publicity
- Report activity to the steering committee and contribute to a national annual report
- Where there are common themes work closely with Save the Children’s Brussels Office(SCBO)
- Comment on and input into draft papers and position papers produced by the programme and SCBO
- Endeavour to identify case studies for use by the programme and SCBO.
- Join at least one of the programme’s thematic groups and actively contribute to the group’s work plan
- Attend the biannual network meetings
- Implement relevant programme activities and coordinate with other national stakeholders

4. **The commitment from the programme to members of the network**

The programme will ensure that all members will;

- Receive the biannual programme Newsletter
- Be invited to participate in the biannual network meetings, and where they cannot self finance attendance receive priority regarding the allocation of any available financial support to attend these meetings
- Receive programme materials, for example position papers, revisions of the Statement of Good Practice
- Be invited to contribute to the future direction of the programme.
- Benefit from association and support from other network partners
- Be offered opportunities to input into, and to shape, position and policy papers and to engage in the programme's thematic groups
- Be eligible to represent the network on the programme's steering committee
- Be invited to attend training and capacity building exercises delivered by network partners
- Have access to programme staff for advice and consultation as appropriate
- Receive information regarding conferences, seminars, grant and funding opportunities
- Receive support for national advocacy work
- Have their name and logo represented in the credits of all SCEP materials

5. **Fees, Finance and Fundraising**

- 5.1 The fees for **membership** of the network will be €500 per year. The programme's steering committee will review these amounts annually.
- 5.2 Fees will be payable from the 1st of January and should be received no later than the 1st of March of each year.
- 5.3 Where partners feel that they are unable to pay the membership fee requested from them they can request to be exempt from the fee or to have it levied at a reduced rate. In such instances the agreed procedure² must be followed.
- 5.4 The Save the Children Organisations will provide core funding for the programme.
- 5.5 Network partners will be expected to pay their own travel, accommodation and other costs incurred in attending network meetings. Members will be prioritised for receiving financial support where they cannot self finance attendance.
- 5.6 Network partners are encouraged to actively seek and identify potential donors based in their countries who could make financial contributions to the work of SCEP.

² Procedure for network partners to request fee exemption/reduction, 2008.

6. Communication

- 6.1 Network partners will designate a named focal point who will lead on coordinating all SCEP based activity within their organisation.
- 6.2 The programme will endeavour to arrange two network meetings per year which will be the main forum for discussion on the scope and direction of strategic plan and governance of the programme.
- 6.3 A space will be provided on the programmes website³ for partners to communicate to each other.
- 6.4 When preparing joint statements, position papers etc. SCBO will contact network partners directly (i.e. without going through the programme coordinator). Network members will be expected to support SCBO with requests for information, case studies and comments on draft documents etc.
- 6.5 The programme will provide a template to aid partners in preparing a brief annual report. The report will be for internal uses only, though it is likely that the report will be drawn on to demonstrate the breadth of the programme's work and to support funding applications, and will consider;
- The SCEP related work partners have undertaken in the previous year and the support they have received from SCEP to assist with this.
 - The SCEP related work partners are proposing to do in the forthcoming year.
 - A realistic identification of capacity and resources available to develop their work if suitable opportunities arose.

7. Procedures for signing off joint position, lobbying and advocacy papers

The development of position papers may be led either by the programme through the thematic groups in consultation with the EU reference group or by SCBO. Whether the final paper is solely a SCEP position or a joint SCEP/SCBO paper sign off will be undertaken in the same way. The final drafts, once agreed within the relevant reference or thematic group, will be circulated to all members, and with at least one week (save in exceptional circumstances) allocated for comment and response. For a paper to be deemed to be approved, it will require an express endorsement by two thirds of the members

Joint responses, position papers etc will bear the Save the Children logo, the SCEP logo and the logos of each network member.

If a joint paper is not approved within SCEP, SCBO may still adopt the paper itself. SCEP Members who wish to be associated with the Paper may indicate this to SCBO and be expressly acknowledged as having endorsed the paper

8. Duration

This Memorandum of Understanding enters into force at the date of the signature of both Parties and shall remain in force until 31 December 2012, unless terminated earlier by either of the parties, giving one month notice to the other. The Memorandum of Understanding may be amended by agreement in writing between the Parties.

³ <http://www.separated-children-europe-programme.org>

9. The Agreement

9.1 In signing this Memorandum of Understanding the signatories below confirm that **[Name of Agency]** shall be a member of the Separated Children in Europe Programme's network of NGO partners. Both Parties agree to strive to deliver on the mutual commitments outlined at points 3 and 4 above and to uphold the principles as set out at point 2 above. Both Parties agree to resolve disputes through a process of consultation and engagement. However if a resolution is not forthcoming final decisions will be made by the steering committee.

Date

Date

Signature

Signature

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