



Ministry of Justice  
NATIONAL ADMINISTRATION OF PENITENTIARIES

No. 51425 dated 06.12 2024



THE UNITED NATIONS CHILDREN'S FUND  
Romania

No. 1308 dated 06.12 2024

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS CHILDREN'S FUND  
AND  
NATIONAL ADMINISTRATION OF PENITENTIARIES**

This Memorandum of Understanding ("MOU") is entered into by 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, and having an office in Bucharest, Romania and the National Administration of Penitentiaries ("the Partner") with headquarters in, 47 Maria Ghiculeasa Street, Sector 2, Bucharest. UNICEF and National Administration of Penitentiaries 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 National Administration of Penitentiaries, under the Ministry of Justice, organizes, coordinates, evaluates, and guides activities conducted in subordinate penitentiary units with minors sentenced to custodial educational measures, with the objective of their rehabilitation and social reintegration,

**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 is actively involved in the organization, coordination and evaluation of educational, psychological and social assistance activities for children under custodial measures, through the implementation

of programs focused on the rehabilitation and reintegration of children in custody, and the development of the normative framework of competence;

**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**

1. The Parties agree to cooperate in good faith to achieve their common objectives, which are:
  - (1) Establish the general framework for collaboration between the Parties in order to monitor the situation, share knowledge, mobilize resources and partners, and carry out joint activities aimed at promoting and protecting the rights of children under custodial educational measures, in alignment with the Convention on the Rights of the Child.
  - (2) This cooperation directly contributes to the Core Commitments for Children (CCCs), 2.3.5 Child protection, Strategic Result: Children and adolescents are protected from violence, exploitation, abuse, neglect and harmful practices; Regional Flagship Results, Protecting: for every child and adolescent, safety from harm; and the 2030 Agenda for Sustainable Development, particularly Goal 16 (Peace, Justice, and Strong Institutions), by promoting the reintegration of children under custodial educational measures into society and ensuring their access to inclusive protection and justice.
2. 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 (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: UNICEF Romania  
Address: 48A, Blvd. Primaverii, 1st District, Bucharest

For Partner: National Administration of Penitentiaries  
39, Calea Floreasca, 1st District, Bucharest

### Article VIII Duration, Termination, Modification

1. This MOU will become effective upon signature by both Parties and remain in effect for a period of 3 years thereof, unless terminated earlier by either Party in accordance with paragraph 2 below. The Parties may agree to extend this MOU for subsequent periods of 3 years.
2. Either Party may terminate this MOU at its sole discretion and shall endeavor to provide 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 the General Conditions; and
4. This MOU may be amended by mutual agreement of the Parties reflected in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**FOR UNICEF:**



Name: Anna RIATTI  
Title: Representative  
Date:   .11.2024



**FOR National Administration of Penitentiaries:**



Name: Commissioner of Penitentiary Police  
Dr. Dan HALCHIN  
Title: General Director  
Date:   .11.2024

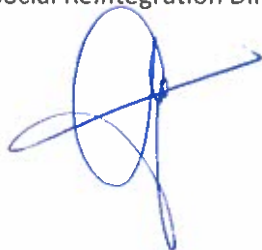




Prison Police Quaestor  
Ph.D Ioana Mihaela MORAR  
Deputy Director General

Prison Police Chief Commissioner  
Mihai MOCANU  
Director Judicial Directorate  
Notification for Lawfulness

Prison police Chief Commissioner  
Cristina Manuela CERNAT  
Director  
Social Reintegration Directorate



**Annex I**  
**Description of Activities**

UNICEF and the National Administration of Penitentiaries will collaborate on the following activities to achieve the objectives outlined in this Memorandum of Understanding. The activities will be implemented in line with the available human and financial resources, subject to prior negotiation and agreement between the parties to ensure efficient and coordinated implementation.

1. Develop and implement joint initiatives aimed at protecting and promoting children's rights under custodial educational measures (*hereinafter mentioned as children under custody*), enhancing the quality of services provided to children and ensuring their access to inclusive education and support services that promote long-term reintegration into society.

2. Conduct joint monitoring visits to the facilities, services and activities involving children under custodial educational measures or in detention. Develop reports of monitoring visits and provide recommendations for improving the situation of children.

3. Facilitate mutual access to relevant data, reports, and research findings to assess the situation of children, improve decision-making and support the design of evidence-based interventions for children. Improve availability and accuracy of data. Both parties will ensure compliance with confidentiality and legal frameworks regarding data protection.

4. Organize and participate in joint capacity-building initiatives, including training sessions, workshops, and conferences, to improve institutional expertise on child rights, inclusive education, and the social reintegration of children.

5. Collaborate with relevant institutions and stakeholders to advocate for improved policies and systems that protect the rights of children and promote alternatives to custodial measures, aligning efforts with national and international child protection frameworks.

6. Organize communication initiatives, events, and media engagement to promote children's right to quality services and support their social reintegration.

7. Leverage human and financial resources to improve the services, data and policies. Both parties will work together to identify and engage potential partners who can contribute to the sustainability and scaling of joint initiatives.

8. Engage in and contribute to national and international forums, working groups, and task forces focused on child protection, justice for children, and social reintegration, ensuring that best practices and lessons learned are shared and implemented in the best interest of children.

9. Participate in policy dialogue with relevant government bodies to strengthen the legal and policy framework concerning children under custody. Provide technical assistance for the development of policies that promote alternatives to detention and the protection of children's rights in conflict with the law.

## 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, favours 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 Organisation'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 utilised 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 Article 10.