



საქართველოს შრომის
დაცავითა და
საზოგადოებრივი
საპროტექციო
სამსახურის
სახელმწიფო
აგენტობა



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აგენტობა
Social Service Agency

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA,

LEPL SOCIAL SERVICE AGENCY

AND

UNICEF

ARTICLE 1. PURPOSE

The Ministry of Labour, Health and Social Affairs of Georgia (MoLHSA), the Legal Entity of Public Law (LEPL) Social Service Agency (SSA) and the United Nations Children Funds (UNICEF), (hereinafter collectively the "Participants") agree to cooperate with the common objective of ensuring that all infants and young children with severe disabilities in Georgia receive appropriate health and social care and services in an environment supportive of their full-scale development.

More specifically, this cooperation shall imply the setting-up of alternative to big institutions-family substitute services for children with disabilities.

The participants acknowledge that in line with recommendations [36, 37] of the report [Concluding Observations: Georgia, 23 June 2008] of the United Nations Committee on the Rights of the Child, large-scale residential facilities for children will be phased out since they do not provide for the right of the child to a family environment. Consequently, the availability of family substitute services need to be scaled up to ensure the full deinstitutionalization of children living in large scale residential facilities, and in particular, phase out of the Tbilisi Infant Home.

ARTICLE 2. UNDERTAKING OF THE PARTICIPANTS

2.1. THE MINISTRY OF LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA (MoLHSA) SHALL:

- 2.1.1. Oversee the elaboration of and approve the child care model and standards for the small-scale alternative child care services for children with severe disabilities.
- 2.1.2. Ensure relevant funding for the provision of small scale alternative services according to the individual needs of the children by integrating it into the existing State Program for Social Rehabilitation and Child Care.
- 2.1.3. In cooperation with signatory parties develop and approve the alternative model of services and job descriptions of the relevant staff, and relevant operational guidelines.

2.1.4. Ensure the implementation of trainings and monitoring mechanisms developed in collaboration with all parties of this MoU and other relevant stakeholders.

2.2. LEPL SOCIAL SERVICE AGENCY SHALL:

2.2.1. Participate in the development of the model of alternative services, relevant standards and job descriptions for the small scale alternative services.

2.2.2. Ensure that children benefiting of this service are included in early childhood, preschool, primary healthcare and other social services as needed and required. Ensure that the children maintain contacts and relations with their biological families.

2.2.3. Improve the professional supervision system of social workers from a disability perspective.

2.3. IN THE FRAMEWORK OF ITS MANDATE AND WITHIN THE FRAMEWORK OF UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID) FUNDED PROJECT - PROTECTION OF CHILDREN WITH DISABILITIES UNICEF SHALL:

2.3.1. Support the development of a conducive environment for infants and young children with severe disabilities. This implies working towards changing public and professional attitude, perception and practice towards children with disabilities, so that children have all opportunities to be raised in a safe protective family environment within their communities.

2.3.2. Support the establishment of small-scale alternative facilities for children with severe disabilities. This implies developing an intensive specialized social, psychological and nursery care model for young children with severe disabilities adapted to the individual need of children to ensure the full realization of their potential starting from early ages. The support also includes capacity building of the staff of the small scale alternative services.

2.3.3. Support the further development of these small scale alternative services by ensuring appropriate linkages to health, education, child care, and social and community services to ensure the full integration of the children at maximum possible level.

ARTICLE 3. STANDARD PROVISIONS

3.1. The Participants are entering into this MoU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation between the Participants as outlined in this MoU is not to be considered or construed as a partnership or other type of legal entity or personality. Nothing in this MoU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between the Participants and/or any third parties. The Participants further specifically acknowledge that this MoU is not an obligation of funds, nor does it constitute a legally binding commitment by any Participant.

- 3.2. Authorized Representatives: The Participants shall be represented by those holding or acting in the offices held by the signatories to this MoU. Each Participant may, by written notice, to the other, identify additional representatives authorized to represent that Participant for all purposes other than executing formal amendments to this MoU. Each Participant shall notify the other, in writing, of changes in its authorized representatives.
- 3.3. Amendment and Modification: This MoU may be amended or modified by mutual written agreement of the Participants.
- 3.4 The MoU is considered terminated when: parties have fulfilled their responsibilities, or all parties have agreed to terminate the MoU, or termination is initiated by one of the party, thus informing other MoU signatory parties 30 calendar days prior to termination.
- 3.5 The MoU is developed, interpreted and regulated according to the Georgian legislation.
- 3.6. Language: This MoU is prepared in both English and Georgian in 3 copies. In the event of ambiguity or conflict between the two versions, the Georgian language version will prevail.
- 3.7. Effective Date: This MOU shall be effective from the date of signing by all Participants and is valid until January 14th 2018

In witness whereof, the Participants, each acting through their duly authorized representatives, have caused this MOU to be signed in their names and delivered as of this 14th day of January, 2016.

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