Memorandum of Understanding (MoU)

Between

World Federation for the Deaf

And

DeafKidz International
This Memorandum of Understanding (MOU) outlines procedures and guidelines for a mutually agreed collaborative relationship between the World Federation of the Deaf (WFD) located in Helsinki, Finland and DeafKidz International (DKI) located in Warwickshire, United Kingdom (both to be called as “Parties” hereafter).

The persons who will be the beneficiary of collaboration under this MOU shall be deaf, hard of hearing, deafened and DeafBlind (hereinafter called “deaf”) children, young people and adults who are at risk of abuse and exploitation.

The MOU is presented as an agreement and is not intended to be legally binding.

2. Background

World Federation of the Deaf
Established in Rome, Italy, in 1951, the WFD is an international non-profit and non-governmental organisation of deaf associations with a current membership of 135 countries worldwide. Associate members, international members and individual members also make up the WFD’s membership base. The WFD has eight Regional Secretariats and one Co-operating Member. The WFD Youth Section (WFDYS) is also part of the WFD. The WFD is based in Helsinki, Finland, where the WFD Secretariat operates. The vision of the WFD is to promote human rights of deaf people including recognition of sign language(s) in all aspects of life. To fulfil its mission, the WFD partners with the United Nations and its agencies, national organisations of deaf people, and other relevant stakeholders.

DeafKidz International
A registered UK charity (1151219), DeafKidz International (DKI) was established in 2013 by D/deaf professionals to counter the endemic abuse and exploitation experienced by deaf children and young people in low resource and complex humanitarian settings.

Today, as the global leader working to ensure the safeguarding and protection of deaf children from physical, sexual, emotional abuse and neglect, DKI seeks to ensure that every deaf child lives in a safe, caring and supportive environment, free from abuse, violence and exploitation.

Uniquely and as a deaf led organisation, DKI works in hard-to-reach places and on the issues people don’t want to face or talk about. DKI partners with in-country and international agencies to share expertise, develop innovative new approaches and build local capacities to ensure that the rights of deaf children and young people to protection, health and well-being are realised.

3. Purpose and General Provisions

3.1 The Parties recognise that they share common values in promoting human rights of deaf youth and children through sign language(s).

3.2 The Parties agree to reasonably cooperate and collaborate in opportunities that contribute to the shared values, including providing advice to deaf communities in the fields of child protection, safeguarding and the need to address physical, sexual, emotional and mental abuse and exploitation of deaf children and youth.

3.3 The Parties agree to observe the responsibilities derived from the MOU pursuant to clause 4.

4. Responsibilities

4.1 Parties commit to reasonably promote any collaboration and cooperation on their respective communication platforms (i.e. official website, social media, newsletters or regular mail outs).

4.2 Parties agree to actively exchange information on mutually benefiting grant opportunities for safeguarding and protecting deaf children and youth from abuse or exploitation that align with the MOU and their respective philosophies.

4.3 Parties commit to reasonably exchange information and best practises on each other’s respective approach in safeguarding and protecting deaf children and youth.

4.4 Parties will ensure that both organisations’ logos are present on public relations, marketing, and other material that is disseminated about collaborative effort(s) by the parties.

5. Planning and management of activities
Each distinct collaboration program or activity will be described in a separate protocol document drawn up jointly by the parties, and signed by the heads of these parties. Such documents will specify the names of those individuals in each organisation responsible for the implementation of the program.

6. Funding of activities
Any subsequent, additional operating and licensing agreements shall make financial costs and obligations explicit. Furthermore, any costs/fees resulting from a project/collaboration are to be borne entirely by the party incurring the cost, with no expectation of reimbursement or cost sharing by the other party unless agreed to in writing. Parties are encouraged to work together to identify and secure any outside funding which may be needed. Collaborative projects requiring funding must be approved by both organisations in writing.

7. Duration
This MOU shall be effective beginning November 1, 2018 and shall expire December 31, 2019. The Parties may renew this MOU subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after expiration of the current term.

8. Revision
Any variation to the agreement shall be made in writing and signed by both Parties.

9. Termination
Both Parties shall have the right to terminate the agreement by giving at least thirty (30) days’ notice in writing.

10. Dispute resolution
The Parties shall attempt in good faith to resolve any dispute derived from the MOU by means of consultations and negotiations between the Parties.

11. Confidentiality
11.1 The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity of the Parties are confidential and neither party will disclose them without the prior written consent of the other party.
11.2 Each party agrees that it shall not at any time disclose to any person any confidential information concerning the activities, business, or affairs of the other party except as permitted below:
   • To its employees, officers, or advisers who need to know such information for the purposes of carrying out this MOU. Each Party shall ensure that its employees, officers, or advisers to whom it closes the other party’s confidential information comply with this clause; and
   • As may be required by law, court order, or by any governmental or regulatory authority.
11.3 No party shall use or disclose any other party’s confidential information for any purpose other than to perform its obligations under this MOU.

12. Entry into force
By signing below, the Parties agree to the above responsibilities outlined in the MOU. There are no expressed or implied conditions, warranties, promises, representations or obligations, written or oral, or signed in relation to the MOU other than those explicitly stated in it or necessarily implied by international law.

WORLD FEDERATION OF THE DEAF

Mr Colin Allen AM, President
Signed on 15 November, 2018

Dr Joseph Murray, Vice-President

DEAFKIDZ INTERNATIONAL

Ms Lucky Lowe, Chair of the Board
Signed on 15 November, 2018

Mr. Steve Crump, Executive Director