

**Memorandum of Understanding (“Agreement”)
Between the United Nations Alliance of Civilizations (“UNAOC”) and the
International Organization for Migration (“IOM”) here to referred to as
“PLURAL+ Organizers”**

**And
MEDIA EDUCATION CENTRE (“Partner Organization”)**

I. Introduction

This Agreement establishes the parameters and scope of collaboration between the PLURAL+ Organizers and the Partner Organization regarding PLURAL+ 2016, a youth-produced video festival on migration, diversity and social inclusion (“PLURAL+”).

PLURAL+ is a festival of youth-produced videos on the theme of migration, with a focus on diversity and social inclusion. Recognizing youth as powerful agents of social change in a world often characterized by intolerance as well as cultural and religious divisions, PLURAL+ aims to involve youth in addressing the key issues in their community related to migrant integration, inclusiveness, identity, diversity, human rights and social unity. PLURAL+ invites youth to submit short videos on their thoughts, experiences, opinions, questions and suggestions on these issues and how to promote harmonious yet diverse societies. Submissions are accepted until 1 June 2016. A prestigious international jury will announce the winners during an awards ceremony held in New York in fall 2016 at the Paley Center for Media.

The PLURAL+ Organizers will develop and implement PLURAL + in accordance to the Rules and Regulations available on the PLURAL+ website (www.unaoc.org/pluralplus).

The Partner Organization will contribute to the success of PLURAL+ by offering support regarding specific elements of the project in a manner and scope agreed upon through this Agreement.

II. Parties

The Parties to this Agreement are as follows:

A. PLURAL + Organizers

| | |
|----------|---|
| Name: | International Organization for Migration (IOM) |
| Address: | Office of the Permanent Observer to the United Nations, Chanin Building, 122 E. 42nd Street, 48th Floor, New York, NY 10168 |

Name and Title of Ashraf El Nour, Permanent Observer
Representative:

Name: **United Nations Alliance of Civilizations (UNAOC)**
Address: 730 3rd Avenue, 20th Floor, New York, NY 10017
Name and Title of Representative: **Matthew Hodes, Director**

B. Partner Organization

Name: **MEDIA EDUCATION CENTRE**
Address: **OBILICEV VENAC 21, 11000 BELGRADE, SERBIA**
Name and Title of Representative: **MIOMIR RAJCEVIC**
FOUNDER AND PRESIDENT OF THE BOARD

III. Joint Responsibilities

By signing this Agreement, the PLURAL+ Organizers and the Partner Organization agree that:

- 1- The Partner Organization will provide its logo and website link to the PLURAL+ Organizers, which will in turn be included on the website of PLURAL+.
- 2- The PLURAL+ Organizers will provide the logo and website link of PLURAL+ to the Partner Organization, which will in turn be visibly included on the Partner Organization's website and in any other relevant promotional material.
- 3- The PLURAL+ Organizers will include the name and, when possible, the logo of the Partner Organization in PLURAL+ promotional materials (such as press release, printed materials, etc.).
- 4- The Partner Organization **will actively promote PLURAL+** to all its relevant contacts and networks, as well as by providing information about PLURAL+ to listserv applications, blogs, and other similar means in which the Partner Organization takes part in. The Partner Organization will share information **announcing and encouraging the participation** in PLURAL+ to its relevant mailing lists (including individuals and organizations associated with the Partner Organization in a professional context).

IV. Selection Process

- 1- The PLURAL+ Organizers, in consultation with the PLURAL+ Pre-Selection Committee, will preview all the videos submitted and pre-select no more than sixty (60) videos ("Accepted Videos"). The PLURAL+ Organizers will ensure that the Accepted Videos are uploaded to a secured website for the exclusive viewing of the PLURAL+ Organizers, the international jury members and Partner Organization.

- 2- From the Accepted Videos, the international jury members will select one awardee of the “**PLURAL+ 2016 Jury Award**” for each of the three (3) age categories (i.e., age brackets 9 to 12, 13 to 17, and 18 to 25).
- 3- One of the PLURAL+ Organizers, UNAOC, will award each of the three (3) awardees of “PLURAL+ 2016 Jury Award” a cash prize of USD 1,000 (One Thousand US Dollars Only).
- 4- One of the PLURAL+ Organizers, IOM, and its associated organizations will cover travel expenses to New York of the three (3) awardees in Article IV (2) to attend the fall 2016 ceremony. They will cover the airfare and accommodations of the awardee and his/her accompanying adult, if necessary. IOM will only cover these expenses of youth winners and not adult representatives of youth organizations. The PLURAL+ Organizers reserve its right to give out additional awards.
- 5- From the Accepted Videos, the Partner Organization will choose **three (3)** videos in line with the theme of PLURAL+ and award each of them with **Participation of ONE author from each of three films** on the Danube Peace Boat E.U.R.O.P.E. 2017. Award will not include traveling and participation fee for chaperon persons or other authors of the film. These awards will be named the “**PLURAL+DANUBE 2016**”, “**PLURAL+BALKAN 2016**” and “**PLURAL+GLOBAL Kids for Kids Award 2016**”.
- 6- PLURAL+ Organizers will coordinate and make best efforts that awards (from the Jury, UNAOC, IOM, and Partner Organizations) do not greatly overlap by repeatedly rewarding the same videos. The PLURAL+ Organizers’ overall aim is to create, from the Accepted Videos, a group of about twenty (20) to twenty five (25) awarded videos which will constitute the “PLURAL+ 2016 Youth Video Festival Selection (“Program”)”.
- 7- PLURAL+ Organizers will initiate first contact between Partner Organization and their selected winning video maker(s). Partner Organization is responsible for all communication, awards allocation and logistics with the winning video maker(s) regarding the Partner Organization award following the first contact. The PLURAL+ Organizers are not responsible for Partner Organization awards nor responsible for winning video maker(s) while in New York.

V. Other Entitlements of The Partner Organization

- 1- Partner Organization will select from the Program at least one (1) video and broadcast it as part of their program, activity, online channel or even website. The PLURAL+ Organizers are responsible for securing the broadcast rights (free of charge) of all the videos included in the Program.
- 2- Partner Organization will screen the **PLURAL+ 2016 Program** as part of their official festival program organized on **all our main yearly events: Danube Peace Boat E.U.R.O.P.E. Traveling Festival, International Youth Media Space, World Summit on Media for Youth...**

- 3- For broadcasting the selected video by the Partner Organization and/or for subtitling purposes, the PLURAL+ Organizers will provide the Partner Organization with the best video quality available of the Program accessible to the PLURAL+ Organizers. The PLURAL+ Organizers will directly contact and negotiate with the producers of the videos included in the Program toward that end.
- 4- After November 2016 and for no less than six (6) months, the Partner Organization will include on its website a clearly visible link to videos of the PLURAL+ 2016 Program PLURAL+ Organizers will provide the Partner Organization with the website link and logo.
- 5- The Partner Organization will not receive remuneration from the PLURAL+ Organizers.
- 6- To further support the general purpose and outreach of PLURAL+, the Partner Organization will promote in all our events, activities, newsletters, social networks, communication with partners and all other possible opportunities.

VI. Warranties

Each Party warrants that:

- 1- It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period of PLURAL+ in accordance with this Agreement;
- 2- It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- 3- In all circumstances it shall act in the best interests of its respective organization;
- 4- No official of either Party to the Agreement, or any third party, has received or will be offered by any Party any direct or indirect benefit arising from the Agreement or award thereof;
- 5- It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- 7- Neither Party shall accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. Each Party shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

All Parties further warrant that:

7- It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favors or activities.

8- It shall strongly discourage sexual relationships between its employees and PLURAL+ Organizers' beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and PLURAL+ Organizers' beneficiaries.

9- It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

10- It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or PLURAL+ Organizers' personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to PLURAL+ Organizers and/or the Partner Organization any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or PLURAL+ Organizers' personnel.

11- It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

12- Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to PLURAL+ Organizers', to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

13- In the event of subcontracting approved by PLURAL+ Organizers' in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

VII. Dispute Resolution

- 1- Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 2- In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 3- In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 4- The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

VIII. Final Provisions

- 1- In case of withdrawal from this Agreement, the Partner Organization and/or the PLURAL+ Organizers will inform in writing the other party with at least six (6) weeks of notice.
- 2- If, for any reason, either Party does not carry out or is not able to carry out its obligations under this Agreement, it must give notice and full particulars in writing to the other Party as soon as possible.
- 3- Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.
- 4- Unless otherwise agreed under this Agreement, all information including personal information of the beneficiaries which comes into either Party's possession or knowledge in connection with this Agreement or PLURAL+ is to be treated as

strictly confidential. Neither Party shall communicate such information to any third party without the prior written approval of the other Party. Both Parties shall comply with IOM's Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

- 5- Any intellectual property and other proprietary rights derived directly from this Agreement, including but not limited to patents, copyrights, trademarks, and ownership of data, shall belong to the Party that has produced such intellectual property or proprietary right, or where the Parties have commonly produced such intellectual property or proprietary right, it shall be shared jointly between the Parties. For any intellectual property or proprietary rights belonging to one of the Parties, Article VIII of the *Cooperation Agreement between the United Nations Alliance of Civilizations (UNAOC) and The International Organization for Migration (IOM)* dated 6 April 2009 shall apply.
- 6- The Parties shall each be responsible for their own staff, its officers, employees, agents, and/or subcontractors and shall defend and hold each other harmless from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. Each Party shall promptly notify the other Party of any written claim, loss, or demand for which the other Party is responsible under this clause, including those claims brought forward by third parties. This indemnity shall survive the expiration or termination of this Agreement
- 7- Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization. Nothing in this Agreement affects the privileges and immunities enjoyed by UNAOC.
- 8- Neither Party shall assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by the other Party. Any subcontract entered into by either Party without approval in writing by the other Party may be cause for termination of the Agreement.
- 9- In certain exceptional circumstances by prior written approval of the other Party, specific jobs and portions of the activities may be assigned to a subcontractor. Notwithstanding the said written approval, neither Party shall be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and the other Party. Both Parties remain bound and liable under this Agreement and shall be directly responsible to each other for any faulty performance under the subcontract. The subcontractor shall have no cause of action against the other Party for any breach of the subcontract.
- 10- Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

11- If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

12- This Agreement can only be modified by means of a written amendment signed by both the PLURAL+ Organizers and the Partner Organization. The PLURAL+ Organizers and the Partner Organization agree to resolve any conflict which may occur when implementing this Agreement in a friendly manner. If a conflict arises, mediation will be carried out by a commission made up of 2 members, nominated respectively by each of the parties.

13- This Agreement will be valid from the day of its signature until 31 May 2017.

By signing this Agreement, both parties acknowledge being fully aware of its content and scope as well as of each and all clause.

For and on behalf of The International Organization for Migration

Signature:



Name:

Title:

Date:

For and on behalf of The United Nations Alliance of Civilizations

Signature:



Name:

Title:

Date:

For and on behalf of MEDIA EDUCATION CENTRE

Signature:

Name: Miomir Rajević

Title: Founder and President of the Board

Date: Belgrade, June 21st 2016

