



# Memorandum of Understanding (MoU)

Between

**[NAME of organization A]**

Represented by

**[NAME and TITLE of Representative]**

Address

And

**[NAME of organization b]**

Represented by

**[NAME and TITLE of Representative]**

Address

This memorandum of understanding (“MOU”), dated as of **[DATE]**, is by and between **[NAME]**, a **[n]** **[STATE/COUNTRY]** **[corporation/limited liability company]** having an address at **[ADDRESS]** (“**[NAME]**”), and **[NAME]**, a **[n]** **[STATE/COUNTRY]** **[corporation/limited liability company]** having an address at **[ADDRESS]** (“**[NAME]**”), (collectively herein, the “Parties”). **[NAME]** and **[NAME]** wish to formalize their intent to collaborate with one another in connection with transnational (cross border) referrals of Third Country National (TCN) Victims of Trafficking (VoT) clients to

service providers in other European member states as developed by the TIATAS project and specified in the TIATAS Standard Operating Procedures (SOPs). The specific terms of the MOU are outlined below:

1. Term. This MOU will become effective on [DATE] and shall terminate on [DATE] unless otherwise agreed in writing by the Parties.
2. Collaboration. The purpose of this MOU is to formalize the collaboration between NGOs, counseling centers or other specialized Anti-Trafficking civil society organizations in transborder referrals of TCN VoTs within EU Member states (MS). It serves the purpose to avoid re-victimization by creating transnational linkages between Anti-Trafficking (AT) organizations and to guarantee the victim's access to rights. This agreement specifies the services, roles and responsibilities of partners providing referrals, and partners receiving them.

This MOU is specifically designed for the following three scenarios but not exclusive to them:

- (1) A person arriving in a European MS from a Third Country has not yet experienced the phenomenon of trafficking in human beings (THB) but is at high risk of trafficking. The person wants to move to another country where a trafficking situation is highly likely to happen.
- (2) The VoT has been exploited in one or several countries: the VoT has filed for asylum and falls under Dublin regulations. The VoT is required to leave the current country of residence due to Dublin regulations.
- (3) VoT has been identified and will be integrated in another Member State.

This MOU builds on the TIATAS SOPs which define all responsibilities and roles of sending and receiving organizations in the respective scenarios as mentioned above. It is the duty of each signing partner to familiarize themselves with the content of the SOPs and address any adjustments to the stated responsibilities upon signing the MoU.

The Parties are entering into this MoU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Nothing in this MoU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between the Parties, either prior to or subsequent to the signing of the MoU.

3. Conditions to be met:

- (1) Communication between the Parties will be primarily via e-mail and Zoom and any documents will have to be digitalized for immediate transmission.

- (2) All Parties should base their actions on the following principles: Human rights approaches, trauma and gender sensitivity, non-judgmental consideration all forms of exploitation, non-punishment for criminal acts of the victim within the trafficking situation, focus on VoT's needs, transparency and confidentiality. The specific definitions thereof are to be found in the TIATAS SOPs.
- (3) Confidentiality and data security: All information, including personal information of returnees, should be treated as strictly confidential and must be protected against inspection of third parties. Any evaluations or monitoring results of VoTs must always be made anonymous, in particular in case of publications. This obligation shall survive the expiration or termination of this Agreement. This agreement is subject to and in accordance with the EU General Data Protection Regulation (GDPR). Documents containing sensitive data should be encrypted for the exchange of information.
4. No Joint Venture. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this MoU is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and no Party shall have the power to obligate or bind the other in any manner whatsoever.
5. Non-Binding. It is expressly understood and agreed that this MoU memorializes the intent of the Parties, is not an obligation of funds, is non-binding, and that no enforceable liability or obligation of any nature whatsoever is intended to be created between the Parties hereto. In the event the Parties desire to be legally bound and create enforceable obligations and liabilities, they agree to proceed in good faith toward negotiation and execution of a definitive agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this MOU.

**[NAME Partner A]**

**[NAME Partner B]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_