



MEMORANDUM OF UNDERSTANDING (MOU)

Between

*MALAYSIAN CHILDREN TV PROGRAMME
FOUNDATION*

And



In Respect of

Childline Malaysia

DATED THIS

DAY OF

2009

Memorandum of Understanding

This **Memorandum of Understanding (MOU)** dated the ____ day of _____ 2009 made Between **Malaysian Children TV Programme Foundation (hereinafter referred to as “MCTF”)**, registered under the Companies Act 1965, vide Registration Number 644861-T and having its office at No 2, Jalan Pemberita U1/49, Temasya Industrial Park, Glenmarie 40150 Shah Alam, Selangor, Malaysia And _____

(Name of the Organisation)

registered under the _____ *(Societies Act 1966 (Rev 1987) /Companies Act 1965 /Trustees Act 1949 (Rev 1978) or Other Licensing Organisations)*

vide Registration Number _____ dated _____ and having its office at _____

(Address of Organisation)

(hereinafter referred to as “ the Organisation “) hereby states that the said Organisation has agreed to be a member of the **Childline Malaysia Partner Link Network** in support of **Childline Malaysia**, a non-profit Project of **MCTF**, having its Secretariat Office at No 2, Jalan PemberitaU1/49, Temasya Industrial Park, Glenmarie 40150 Shah Alam, Selangor, Malaysia.

WHEREAS

1. The parties herein share a vision to support the setting up and operation of **Childline Malaysia (hereinafter referred to as “CLM”)** as a national 24 hour free telephone helpline for all children in Malaysia.
2. **Childline Malaysia** is a non profit Project to set up a national 24-hour free phone child helpline for all children under 18 years in Malaysia initiated by a group of NGOs, private sector organizations, concerned individuals in partnership with the Ministry of Women, Family and Community Development and other government agencies under the auspices of MCTF.

3. **Childline Malaysia** is desirous of engaging the partnership and support of concerned private sector organizations, non-governmental organizations (NGOs), government agencies and individuals as committed members of its Partner Link Network to provide specialist and general support services for emergency interventions, protection, rehabilitation, therapy, training, counseling, education and care for children in need of any kind of aid or assistance.

THE PARTIES HERETO AGREE TO THE FOLLOWING TERMS:-

1. GENERAL TERMS

- 1.1 To create a partnership of Government and Voluntary Sector Organisations working with and for children across Malaysia within the framework of Vision 2020, the National Child Policy, the National Child Protection Policy and other relevant legislation to provide a nationwide support system to facilitate the aims and operational strategies of **Childline Malaysia**.
- 1.2 To foster collaborations and integration between national, state and district level organizations providing services to children to ensure that the rights of the child to survival, protection, development and participation in line with the **Convention on the Rights of the Child** is upheld.
- 1.3 To share and strive to fulfill the objectives of CLM as outlined below:-
- 1.3.1 Child Centred Tele Counseling : Reaching Out to All Children**
To ensure that every child who is vulnerable, neglected, marginalized and/or abused or in need of any kind of assistance, has access to the emergency and referral free phone helpline of CLM, through a nationally recognised telephone number known as **999 Childline**.
- 1.3.2 Partner Link Network : Network, Integrate and Collaborate Services**
To provide a platform of networking amongst organisations and to provide linkages to systems which facilitate the protection, rehabilitation and care of children in difficult circumstances.
- 1.3.3 Allied Systems : Network, Integrate, and Quality Monitoring Services**
To work towards an active partnership with allied systems (such as welfare services, police, health, transport, education, immigration and such others) to protect the rights of children.
- 1.3.4 Advocacy & Awareness : Standing up for Child Rights**
To build up a referral network of experts from the legal, medical, media, education and other relevant professions in national, state and district level communities to take up issues related to children in need of protection and care.
- 1.3.5 Education & Outreach**
To learn from the experiences of Partner Link Network organizations (national and international) and share data generated in order to jointly determine strategies to reach out more effectively to children in need through public safety awareness and education programmes.

2. ROLES & RESPONSIBILITIES OF PARTNER LINK NETWORK MEMBERS

Commitment towards the Best Interests of Children

- 2.1 To support the setting up and operation of CLM as a national 24 hour toll free telephone help line service for all children in Malaysia.
- 2.2 To respond promptly to and to follow up on calls from children or concerned adults which are referred from CLM by assigning specific key trained staff members to handle such calls.
- 2.3 To ensure excellence in quality service to children in need by complying with the standards of child protection and care as well as management and operation of the Organisation as required by the relevant licensing authorities and international best practices.
- 2.4 To provide child friendly services that will ensure the best interests of the children are served always in terms of their rights to survival, protection, development and participation in line with the Convention on the Rights of the Child 1989 and in compliance with relevant local policies and legislation such as the National Child Policy, the National Child Protection Policy and the Child Act 2001 as well as Principles, Standards and Practices of Child Helpline International.

Awareness, Education and Outreach Collaborations

- 2.5 To work with CLM at the grass-roots level on creating awareness and engaging the respective target communities served by the Organisation through public education, advocacy campaigns, Needs Assessment Surveys, training programs and outreach services to children in marginalized communities who are at risk.
- 2.6 To foster collaborations between other organisations providing services to children in need and to provide linkages to other support systems which facilitate the protection, rehabilitation and care of children in difficult circumstances through CLM's Partner Link Network and Resource Directory.
- 2.7 To work with allied systems (such as the police, health, transport, education, and such others) to protect the rights of children in compliance with the Convention on the Rights of the Child and relevant local legislation.
- 2.8 To contribute links to enhance CLM's Resource Directory of organizations and experts from the legal, medical, media, education and other relevant professions providing advocacy, protection and care support services related to the child in need of care and protection.

Professional Development & Operational Excellence

- 2.9 To jointly follow-up cases, especially of abuse, child labor, missing/abandoned children and other such categories and to provide necessary inputs for this purpose.
- 2.10 To regularly update information on key activities and changes in the Organisation that may affect the Organisation's work to support CLM's services.
- 2.11 To participate in training or capacity building workshops, forums, and meetings organised by CLM for Partner Link Organisations.

- 2.12 To identify problems and gaps in CLM and the Organisation's services and attempt local solutions and bring the same to the attention of CLM for mutual resolution.
- 2.13 To share expertise and experiences generated from data and programs and to jointly determine strategies to reach out more effectively to children in need.
- 2.14 To work with and support CLM's efforts to raise funding and resources (human, Infrastructure, resources and financial) to meet the objectives of CLM.
- 2.15 To commit to at least a minimum of two (2) years as a member of the Partner Link Network, such commitment to be renewable by mutual agreement thereafter.

Monitoring & Assessment

- 2.16 To assist CLM with monitoring, assessment and collection of data for CLM through relevant monitoring and assessment tools.
- 2.17 To permit the relevant licensing authorities and CLM staff or representatives to monitor the quality of services provided by the Organization at least once every six months.

3. ROLE AND RESPONSIBILITIES OF CHILDLINE MALAYSIA

CLM shall perform such functions and carry out such objectives as are covered by Memorandum of Association of MCTF as well as the agreed aims and objectives of CLM including the following:

3.1 Role of Childline Malaysia

- 3.1.1 Determine the national vision of CLM, taking into consideration the recommendations and suggestions of the CLM Partner Link Organisations.
- 3.1.2 Contribute to the policies and programs in partnership with Government , State Governments or NGOs, on matters relating to CLM and child protection.
- 3.1.3 Ensure that the quality of CLM service is maintained in partnership with Government, Partner Link Organisations and other professional organizations.
- 3.1.4 Enter into appropriate Service Level Agreements or MOUs with relevant organizations to support CLM's services as and when required.

3.2 Awareness, Education and Outreach

- 3.2.1 Create platforms for awareness and education programs and facilitate the sharing of awareness initiatives and resources.
- 3.2.2 Ensure uniform brand image of CLM to the public in particular to children in marginalized communities.

3.3 Documentation

- 3.3.1 Ensure that the centralised Child Helpline International computer software for CLM for the collection of data is functional and relevant data is shared with Partner Link Organisations and other stakeholders.
- 3.3.2 Undertake research and share documentation of CLM on children's issues based on the CLM database for advocacy and policy initiatives.
- 3.3.3 Produce and publish materials and resources on CLM for dissemination to the public and Partner Link Organisations.

3.4 Monitoring

- 3.4.1 Undertake regular monitoring activities in partnership with relevant legislative or enforcement authorities and to set benchmarks for the performance standards for the operation of CLM and Partner Link Organisations.
- 3.4.2 Organise regular partnership meets of CLM's Partner Link Organisations to strengthen networking and support services.
- 3.4.3 Appoint external evaluator(s), as per requirement, to review the national telephone helpline service periodically.

3.5 Capacity Building

- 3.5.1 Develop training modules and materials as well as facilitate training for CLM team members and Partner Link Organisations, facilitate Needs Assessment Surveys, identify resource persons and help conduct relevant child rights and protection workshops for government agencies and voluntary organizations.
- 3.5.2 Strive towards consistency and excellence in matters relevant to promotion of the helpline as part of child rights and child protection across Malaysia.

3.6 Finance:

- 3.6.1 Liaise and recommend to the Government or other sources for funding for activities and programs related to CLM and Partner Link Organisations.
- 3.6.2 Facilitate training workshops for local resource mobilisation to help sustain Partner Link services for CLM.
- 3.6.3 Devise mechanisms to support, coordinate and monitor resource mobilization efforts by Partner Link Organizations towards the successful operation of CLM.

TERMINATION OF MEMORANDUM OF UNDERSTANDING :

1. In the event that the quality of the services provided by the Organisation is not being met, CLM will suggest a programme of action to be undertaken to bring the operations to the desired performance levels, and both parties will work together to achieve this. In the event that performance continues to be below what is required, CLM shall, after a period of three (3) months from the identification of the problem, be able to terminate this Memorandum of Understanding with the Organisation with one (1) month's notice in writing.
2. If any of the activities of the Organisation causes disrepute to CLM, or goes against the mandate of child rights protection, CLM shall have the authority to terminate this Memorandum of Understanding with such Organization with one (1) month's notice in writing.
3. In the event that the Organisation wishes to withdraw from the CLM Partner Link Network, a minimum of one (1) month's notice in writing shall be given to CLM.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and the day and year first above written.

Signed for and on behalf of

Name : _____)

)

Designation : _____)

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(Signature & Rubber Stamp of Organisation)

Witnessed by : _____)

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Name : _____)

Signed for and on behalf of Childline Malaysia, MCTF :

Name : Sabri Ab. Rahman)

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Designation : Chairman,)

Childline Malaysia, MCTF)

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(Signature & Rubber Stamp of MCTF)

Witnessed By : _____)

Name : _____)