## MEMORANDUM OF UNDERSTANDING

between the United Nations, the International Atomic Energy Agency and the United Nations Industrial Development Organization concerning
Common Services at the Vienna International Centre relating to the Establishment and Operation of a Child Care centre

WHEREAS, on 31 March 1977 the United Nations, the
International Atomic Energy Agency and the United Nations Industrial Development Organization (hereinafter referred to respectively as "the UN", "the IAEA", "the UNIDO" and jointly as "the Parties") concluded a Memorandum of Understanding concerming allocation of common services and related matters at the Vienna International Centre (hereinafter referred to as "the VIC");

WHEREAS, the Parties are desinous of facilitating access to child care services for the children of the staff of the International Organizations and of the staff of the Missions accredited to the International Organizations;

WHEREAS, the Parties have agreed to establish a Common Service for the purpose of making available at the VIC suitable premises and facilities for a Child care Centre to be operated by the Mumicipality of Vienna (hereinafter referred to as "the Municipality");

NOW THEREFORE, the Parties have agreed as follows:

## I. TERMS OF REFERENCE OF THE COMMON SERVICE

1. a) In accordance with the Agreement between the Federal Goverrment of the Republic of Austria, the International Atomic Energy Agency and the United Nations regarding the Common Headquarters Area of 28 September 1979, the land, buildings and facilities within the common headquarters area of the VIC are available for joint use by the international onganizations concerned. The Parties agree, therefore, that the building constructed by UNIDO within the VIC in agreement with, and with the financial support of, the UN and IAEA between the towers of buildings $F$ and $G$ and the commissary building shall acoommodate the Child Care Centre.
b) The Government of Austria, which has undertaken to make available child care facilities at the VIC for the children of the staff of Intemational Organizations located in Vienna, in December 1985 gave its approval for the construction of such a building on VIC premises for an initial period of five years.
2. a) The VIC Child Care Centre will provide child care services to children of staff of the international organizations located at the VIC and of staff of the missions accredited to the international organizations. The child Care centre shall provide approximately 30 places for children up to the age of three, which shall be shared between the Parties in accordance with the number of staff in each organization at a given date; the places shall be filled in accordance with eligibility and priority criteria agreed among the Parties (see Annex A). In the event of vacancies which cannot be filled by the international organizations, children of the staff of the missions accredited to the international organizations may become eligible. Only in the event of vacancies which could not be filled within a reasonable period of time (e.g. 3 months) by children of the entities mentioned above, may persons suggested by
the Municipality be admitted to the VIC for the sole purpose of using child care services. The Parties reserve the right to veto such aooess.
b) The responsibility for providing, as a common Service to all organizations located at the VIC, services in connection with the child care centre is assigned to UNIDO. UNIDO is the contracting agent for the Parties regarding the procurement of supplies, furniture, equipment and services, inter alia in connection with the construction of a special building and the provision of the necessary installations for the operation of the child care centre, including the responsibility for establishing the required contractual relations with the Municipality. UNIDO will also provide utilities, arrange for maintenance and repair of the building, of the installations, furniture and equipment and will be responsible for cleaning and gardening. It also will replace furniture and equipment.
c) The Municipality will be requested to carry out the day-to-day management and operation of the Child care centre, providing child care services of the same standard and at the same cost as in its other child care centres in Vienna. The agreement with the Municipality shall be reviewed by the other Parties to this Memorandum of Understanding before its conclusion.
d) The United Nations will provide security services.

## II. ADVISORY COMMITTEE

A VIC Child Care Centre Conmittee shall be established (consisting of two parents' representatives in addition to one representative of the Administration, as well as of a representative of the staff of each Party), to advise UNIDO on all matters
regarding the operation of the centre. The scope of work of the committee shall be specified in the terms of reference of the committee, to be agreed upon by the Parties.

## III. FINANCIAL ARRANGEMENTS

1. Building, installations, furniture and equipment

The one time capital costs for the initial investment shall be met as follows:

UNIDO and the United Nations Office at Vienna:

- 53.33\% of the total cost from the Staff Welfare Fund less US $\$ 24,000$ paid by the United Nations from the Regular Budget;

IAEA: $46.67 \%$ of the total cost from the 1986 Surplus of the Regular Budget.

A break-down of the costs for building, installations, furniture and equipment, including a one-time supply of materials and consumables, is contained in Annex $C$ to this Agreement. Annex B contains an inventory of the furniture and equipment.

## 2. Operational cost

According to the agreement to be concluded with the Municipality, the costs for the day-to-day operation of the Child care Centre, including inter alia the costs of the staff, food for the children and of expendable items, shall be borne solely by the Municipality. The Municipality will also collect from parents the fees for tuition.

## 3. Expenses for utilities, security services, cleaning, maintenance and repair, replacement of equipment etc.

The Parties agree to share the cost of utilities, cleaning, gardening, of general maintenance and repair of the premises, installations, furniture and equipment for the Child care Centre and of security services. Should it become necessary to replace a piece of furniture or equipment entirely, the Parties will consult on ways and means to finance such replacement. The cost sharing shall be made in accordance with the established formulae which, at the time of signature of this Memorandum of Understanding are: IAEA 45.5\%, UNIDO 31.6\% and UNOV 22.9\%.

## IV. ADMINISTRATIVE ARRANGEMENIS

1. UNIDO shall keep accounts of all expenditures for the child Care Centre in accondance with its financial regulations and rules. UNIDO shall invoice the other Parties for expenses incurred in respect of Section III, paragraphs 1 and 3 in accondance with existing practice.
2. UNIDO shall provide a yearly report on the child care centre to the parties. This report shall be drawn up by the Chief of the Social Security Unit, Personnel Services Division, UNIDO, after consultation with the Child Care Centre Committee, the General Services Division of UNIDO and representatives from IAEA and UNOV. The report shall be due by 1 August of each year and comprise statistics on the usage of places by each Party, a report on the performance of the Municipality and camments of the Child Care Centre Committee.

## V. LIABILITY

1. UNIDO and the other Parties shall not be held liable for shortoomings in the service provided, which are due to circumstanoes beyond their control, nor for any cost or financial conmitments other than those specified in Section III, paragraphs 1 and 3 above, nor for any injuries, losses and damages caused in and by the child Care Centre or during or through its operations.
2. Such limitation of liability for the Parties to this Memorandum of Understanding shall be agreed to in a declaration to be signed by a parent at the time his or her child is admitted to the Centre (Annex D).

## VI. AMENDMENTS AND ENIRY INIO FORCE

1. Any amendment to the provisions contained herein shall be made in writing and be signed by the duly authorized representatives of the Parties.
2. This Memorandum of Understanding shall enter into force upon signature by all Parties and shall be deemed to have retroactive effect as of 1 September 1986. It may be terminated by any one of the Parties by giving at least twelve months notice in writing to the other Parties. The provisions of this Memorandum of Understanding shall be subject to review after three years from its entry into force. Except insofar as they may be inconsistent with any of the provisions of the present Memorandum of Understanding, the arrangements contained in the Memorandum of Understanding of 31 March 1977 are applicable to the subject matter of the present Memorandum of Understanding.

For the United Nations


Margaret J. Anstee
Director-General, UNOV

For the International Atomic
Energy Agency


Hans Blip
Director-General

For the United Nations Industrial Development Organization
 Director-General

# VIC CHILD CARE CENIRE <br> ELIGIBILITY AND PRIORITY CRIIERIA 

## Eligibility

1. Children of staff of International Onganizations at the VIC holding appointments of 6 months and above. Each child to be charged against the quota allocated to the organization recognizing the child as a dependant. *)
2. In the event of vacancies which cannot be filled by the International Organizations, children of persons employed and aocredited to the International Organizations' Permanent Missions may becone eligible.
3. In the event of vacancies which cannot be filled according to 1. and 2. above within a reasonable time (e.g. three months), other children applying through the Municipality of Vienna may, subject to UN Security and Safety Service clearance, become eligible.
4. Full-time attendance only.
5. Earliest entry date at three months. Latest entry date at twentyfour months. Attendance may contimue throughout the kindergarten year (which begins each year on 1 September) in which the child reaches thirty-six months.
6. A staff member on maternity leave may enrol her child for a place effective re-entry on duty (provided the child is 3 months old or more). If a subsequent maternity leave occurs, the first child may continue at the VIC child care Centre throughout the subsequent maternity leave.
7. A staff member on special leave without pay following maternity leave may enrol her child for a place effective re-entry on duty; however, eligibility ceases on absence from work for six months or longer, or on separation.
*) As of 1 September 1986, IAEA had 14 places, UNIDO 11 places and UNOV 5 places (including 1 for UNRWA).

## Priority (within an Organization's quota)

1. Lower family income over higher family income, due regard being paid to contractual status and length of service of staff member.
2. Enrolment from start of kindergarten year over start during the
kindergarten year.
3. Younger children over older children (within the three to twenty-
four months age group).
4. Siblings of a child holding a place.
5. Hardship cases will be reviewed on an individual basis.
6. These criteria to be reviewed by the Joint Advisory Conmittees of the participating organizations at an appropriate time.




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## UNIT


CHILD CARE CENTER
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Note: Items marked with an asterisk (*) will not be replaced when worn out or declared unserviceable.

Break-down of costs for building, installations, furniture and equipment, including a one-time supply of materials and consumables

## AS

Sanitary items
21,755.00
Fire alarm system
111,500.50
Buildings
1st payment $915,605.00$
2nd payment 750,000.00
3nd payment
250.000 .00

Fee for sewerage
Supply electricity, water, safety glass, curtain rails

25,019.00

Asphalt for terrace

## Curtains

Electrical installation - various items
$80,700.00$
34,200.00
7,163.20
Installation of Telephone
Sanitary installation - various items
80,238. 65 cover for sandpit

35,185. 19
10,685.00

## Freight for above

Gemeinde Wien for furniture and equipment and one-time supply of materials and consumables

218,334.49
$2, \overline{542.590 .83}$

Total cost - Child Care Centre
AS 2,542,590.83
46.67\% IAEA
$36.66 \%$ UNIDO
16.67\% UNOV
$1,186,627.14$
932,113.80
423,849.89

## DECLARATION

I hereby declare that I have carefully read, unreservedly agree to and have been given the text of paragraph 1 of section $V$ of the Memorandum of Understanding concluded by the United Nations, the International Atomic Energy Agency and the United Nations Industrial Development Organization concerning Common Services at the Vienna International Centre relating to the Establishment and Operation of a Child Care Centre.

Vienna,

Signature:

