



MEMORANDUM OF UNDERSTANDING

between

Flinders University

and

The Smile of the Child

This Memorandum of Understanding (**MOU**) is made on the day of 2026.

between Flinders University ABN 65 542 596 200 of Sturt Road, Bedford Park, South Australia
 (**Flinders**)

and The Smile of the Child, of 1 Sp. Loui and Mitropoleos Streets, 151 24 Maroussi,
 Athens, Greece (**Smile**)

together Flinders and Smile (**the Parties**).

1. BACKGROUND

1.1. Flinders University, established in 1966, has over 25,000 students and over 3,000 academic and professional staff. Flinders has a strong international reputation as a high-quality teaching and research institution. Flinders has a long history of collaborating with institutions, governments and industry on research and training.

Flinders' education researchers have a long history of collaborating with institutions, governments and industry on research and training related to specialized education where researchers partner with schools and community organisations to support diverse learners such as the Multi-Tiered System of Support (MTSS) to ensure that every child can thrive in a mainstream environment.

Flinders is highly recognised for its work in:

1.1.1. sport and physical education related education research. This area often involves industry partnerships with professional training and evidence-based strategies for coaches and educators; and

1.1.2. social wellbeing where researchers work with government and NGOs to tackle complex social issues such as young people's mental health, education, and developing research-driven practices for both education for young people and for protecting vulnerable children and young people.

1.2. The Smile of the Child is a registered, non-profit, non-governmental organization established in 1996. It is the largest national NGO in Greece working to protect and support children in danger or in need. It was founded by 10-year old Andreas Yannopoulos in 1995, who was diagnosed with a brain tumor, and who before passing away wrote in his diary his vision of an organization working to ensure that all children, irrespective of race, ethnicity, religion or any other criterion, may smile. The Organization works to support 4 main groups of children, namely, children victims of violence, children that go missing, children with

health problems, and children living in poverty. It does so through a variety of actions and services provided 24/7, 365 days a year, for free, across the country, through 10 Specialized Action Centers: National Center for Abuse and Exploitation; Center for Violence & Bullying; Center for Vulnerable Families, Children & Youth; Helplines & Hotlines; Center for Health Services; Care Homes; National Center for Missing Children & Adults; Center for Internet Safety; Academy for Education and Training; and Center for Crisis Management. In 30 years of action, it has supported more than 2 million children and their families in Greece.

2. OBJECTIVES AND PURPOSE

2.1. The Parties plan to cooperate and/or share information with each other to make the most of each other's specialist skills or knowledge for their mutual benefit. They want to establish a framework for collaboration to enable them to work together to achieve their shared objective or goal of supporting children, young people and their families. In this regard consideration will be given to joint funding support initiatives, publications and conferences.

("the Purpose")

2.2. This MOU sets out the initial level of cooperation and collaboration between the Parties and how they intend to develop a closer understanding and relationship between one another in the development and delivery of collaborative research, education and workforce development programs relating to the Purpose.

3. COOPERATION

3.1. The Parties agree to:

- a. actively identify topics for collaborative research;
- b. identify opportunities for further education cooperation;
- c. encourage the sharing and exchange of ideas and knowledge between staff (subject to restrictions of confidentiality);
- d. promote the co-operative relationships with respective industry and Government agencies;
- e. jointly host events/seminars/workshops;
- f. identify and explore opportunities to form collaborations with other partners in Australia and Greece;

- g. identify opportunities for collaboration within the submission and implementation of funded projects on relevant fields of expertise and interest, and
- h. identify and discuss other areas of mutual cooperation, relevant to the Purpose.

4. GOVERNANCE

- 4.1. The Parties agree to meet as a minimum twice a year, with a view to fostering and assessing the progress of their collaboration and initiatives/activities already underway, identifying opportunities for further collaboration or specific future projects, and discussing other business consistent with the Purpose.
- 4.2. The nature and form of the meetings in clause 4.1 and the rules and procedures to apply in respect of those meetings shall be as agreed by the Parties.
- 4.3. The parties each agree to nominate the representative named below as their first and central point of contact for this MOU:

For Flinders

(Name) Flinders University
(Address) Sturt Road
Bedford Park, South Australia, 5034, Australia
(Attn) Professor Phillip Slee
College of Education, Psychology and Social Work
(Email) Phillip.slee@flinders.edu.au

For Smile

Name: The Smile of the Child
80 Garyttou str., 15343 Aghia Paraskevi, Athens, Greece
Ms. Piji Protopsaltis
Coordinator of International Cooperation
pjiiprotopsaltis@hamogelo.gr

- 4.4 The representatives will work collaboratively to, amongst other things, arrange meetings, keep their respective parties fully informed, communicate on matters that may be of mutual interest and oversee any arrangements put in place.

5. STATUS OF THIS MOU

- 5.1. This MOU describes an understanding and collaboration arrangement between the Parties.
- 5.2. Save in relation to clauses 8 to 14 inclusive (which are intended to be binding), this MOU does not create any legally binding obligations between the Parties.

6. FURTHER AGREEMENTS

- 6.1. The Parties' intent is that their collaboration in pursuit of the Purpose may result in future project specific educational, research or other arrangements or engagements between them which will be the subject of new and separate legally binding agreements (**Project Agreements**).
- 6.2. Entry into a Project Agreement will be at the absolute discretion of the Parties, and this MOU makes no promise and creates no expectation that such Project Agreements will be entered into. The Parties will not be obliged to proceed with a Project Agreement unless and until each Party has obtained all requisite internal and external approvals.

7. TERM

This MOU will come into effect at the time of signing and will remain in force for a period of five years unless terminated, earlier.

8. COMPLIANCE WITH LAWS

Each Party acknowledges that the other Party is subject to the laws and regulations of the jurisdictions in which it operates, and that such laws and regulations may affect or restrict the extent to which a Party is able or willing to cooperate, collaborate or undertake other activities contemplated by this MOU. Each Party will conduct itself under this MOU in compliance with all applicable laws.

9. FOREIGN RELATIONS ACT

If this Memorandum of Understanding ("MOU") or any arrangement contemplated by this MOU, is a "foreign arrangement" or "subsidiary arrangement" under *Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth)* (**Foreign Relations Act**), then notwithstanding any other provision of this MOU:

- (a) Flinders is entitled, acting in good faith, to take all actions reasonably necessary to ensure its compliance with the Foreign Relations Act, if applicable, and any declarations made under it (including any requirement that Flinders discloses, terminates or ceases to perform all or part of this Agreement),
- (b) Flinders will not be in breach of this Agreement, and will not incur any liability to Smile, or any third party claiming through it, in relation to any such actions or otherwise arising from the operation of the Foreign Relations Act, if applicable, and
- (c) Smile agrees to cooperate in good faith with Flinders to do all things reasonably necessary to give effect to any declarations made under the Foreign Relations Act, if applicable and any such actions taken by Flinders.

10. INTELLECTUAL PROPERTY

- 10.1. Any Intellectual Property owned by a Party prior to commencement of this MOU, or developed independently of this MOU by a Party, shall remain the sole property of that Party. Any Intellectual Property developed solely by one Party in furtherance of this MOU shall remain the property of that sole Party.
- 10.2. The Project Agreements shall specify the rights and obligations of the Parties with respect to any Intellectual Property developed by Parties in connection with any specific projects. In the absence of such provisions, any Intellectual Property developed jointly by the Parties shall be owned equally by the Parties as tenants in common.
- 10.3. In this MOU, **Intellectual Property** means all rights in the nature of intellectual or industrial property rights, whether or not such rights are registered or are capable of registration, including rights in relation to patents, inventions, utility models, copyright, circuit layouts, plant varieties, designs, trade and service marks (including goodwill in those marks), trade names and domain names, indications of source or origin, know-how, any right to have information kept confidential, and any application or right to apply for registration of any such rights

11. CONFIDENTIALITY

- 11.1. A Party in receipt of Confidential Information from the other Party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than:
- a. for the purposes of carrying out this MOU, provided any disclosure is only to such of the receiving Party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MOU; or
 - b. as required by law
- 11.2. For the purposes of this MOU, **Confidential Information** means:
- a. subject and terms of this MOU; and
 - b. all information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which:
 - (i) is or becomes public knowledge other than through a breach of this MOU;
 - (ii) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure; or
 - (iii) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third Party not obliged to keep that information confidential.

12. ANNOUNCEMENTS AND BRANDING

Neither Party may make any public announcement in relation to this MOU or its subject matter without first obtaining the approval of the other Party (which approval shall not be unreasonably withheld or delayed). Neither Party will have the right to use the name, logo, or marks of the other Party without that other Party's prior written consent.

13. TERMINATION

Either Party may terminate this MOU with immediate effect by giving three months' notice in writing to the other Party. Termination or expiry of the MOU shall be without prejudice to any rights or obligations of the Parties under any then current Project Agreements and the Parties' rights under clause 11 and 12 of this MOU shall also survive in accordance with their terms.

14. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding between the Parties regarding its subject matter but may be supplemented or superseded by Project Agreements. Any prior arrangements, agreements, warranties, representations or undertakings with respect to the purpose of this MOU are hereby superseded.

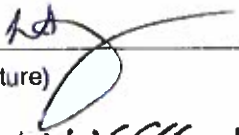
15. GENERAL

- 15.1. This MOU does not create or evidence any relationship between the Parties in the nature of a partnership, joint venture, employer and employee or agency.
- 15.2. Each Party shall bear its own costs of and incidental to the preparation and negotiation of this MOU.
- 15.3. This MOU may be executed in two or more counterparts, which together constitute the one instrument.

EXECUTION

Signed for and on behalf of
Flinders University

Signed for and on behalf of
The Smile of the Child


(Signature)
Name: **LYNETTE HENLY**
Title: **Chief Research Development Officer (in transition)**
26/03/2026
(Date)


(Signature) 
Name: Costas Yannopoulos
Title: President, Board of Directors
30/03/2026
(Date)