



Organization for Security and
Co-operation in Europe
Mission to Skopje



РЕПУБЛИКА МАКЕДОНИЈА
АКАДЕМИЈА ЗА СУДИИ И ЈАВНИ
ОБВИНИТЕЛИ ПАВЕЛ ШАТЕИ

Бр. 12-180/1
11. 04. 2017 год.
СКОПЈЕ

РЕПУБЛИКА МАКЕДОНИЈА
Академија за судии и јавни обвинители

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OSCE MISSION TO SKOPJE AND THE ACADEMY OF JUDGES AND
PUBLIC PROSECUTORS FOR THE IMPLEMENTATION OF JOINT PROJECT ACTIVITIES
IN 2017**

The Organization for Security and Co-operation in Europe (hereinafter “the OSCE”) through its Mission to Skopje (hereinafter referred to as “the Mission”), represented by the Head of Mission, H.E Ambassador Nina Suomalainen and the Academy for Judges and Public Prosecutors (hereinafter referred to as “the Academy”), represented by the Director, Judge Aneta Arnaudovska, jointly referred to as “Parties”, and individually – “the Party”,

Hereby enter in this Memorandum of Understanding (hereinafter referred to as “MoU”).

Article 1: Purpose and Scope

1. The Mission and the Academy shall cooperate for the purposes of implementation of joint project activities in 2017 in the Project “Prevention of Discrimination and Tackling Hate Crime and Hate Speech” and in the Project “Judicial Reform activities towards an independent and impartial judiciary as well as an effective and competent criminal justice system that ensures equal access for all” hereinafter referred to as “Projects”, as described in the attached Annex 1 and Annex 2.

2. The Mission and the Academy commit themselves to working together, consulting one another, jointly programming and coordinating the implementation of the Projects described in the Annex 1 and Annex 2.

Article 2: Responsibilities of the Mission

1. The Mission shall undertake the responsibilities described in the Annex 1 and Annex 2.

2. The Mission shall:

- a) Provide strategic guidance, partnership and support to the Academy in its efforts in the field of rule of law, anti-discrimination and tackling hate crimes;
- b) Cooperate with the Academy for the successful implementation of the Projects;

- c) Retain the sole responsibility for its funds' disposal and purchase of goods and services, based on a competitive process as appropriate and in line with its internal rules, for the implementation of the Projects and
- d) Perform other tasks as set out in Annex 1 and Annex 2.

Article 3: Responsibilities of the Academy

1. The Academy shall fully support the implementation of the Projects described in the Annex 1 and Annex 2.

2. The Academy shall:

- a) Cooperate with the Mission and promote OSCE commitments/standards in the field of rule of law, anti-discrimination and tackling hate crimes;
- b) Provide timely and accurate information in relation to the Projects including information about the possible difficulties which might be encountered during the Projects implementation;
- c) Meet regularly with the Mission to coordinate all aspects and share relevant information for the successful implementation of the Projects;
- d) Cooperate with other stakeholders for the successful implementation of the Projects;
- e) Issue or obtain necessary authorizations, licenses and permissions needed for the successful implementation of the Projects;
- f) Provide logistical and organizational support for the successful and timely implementation of the Projects;
- g) Perform other tasks as set out in Annex 1 and Annex 2.

Article 4: Communication

The communications relating to the implementation of the Projects shall be addressed as follows:

For the Mission:

Project Manager: Eva-Maria Strachan, Senior Rule of Law Officer (Annex 1), and Ioannis Psimopoulos, Senior Rule of Law Officer (Annex 2)
Address: 8-mi Septemvri 16, 1000 Skopje
Telephone: 02/3234 314
02/3234 610
Mobile: 070/233984
070/ 358031
E-mail: Eva-Maria.Strachan@osce.org
Ioannis.Psimopoulos@osce.org

For the Academy:

Project Manager: Aneta Aranudovska, Director
Address: Jane Sandanski 12,
1000 Skopje
Telephone: 02/2401 563
Telefax: 02/2401 570
E-mail: Aneta.Arnaudovska@jpacademy.gov.mk

Article 5: Liability

The OSCE shall not accept any responsibility or liability towards third parties for any claims, debts, demands, damages or losses as a result of the execution of this MoU.

Article 6: Publications and Media Releases

1. All rights, title and interest, including without limitation, all copyrights and patents, in and to any material produced and invention developed in the course of the Projects shall be vested exclusively in the OSCE.

2. The Academy may use the materials developed in the course of the Projects in a manner compatible with and as foreseen by the Projects.

3. The Academy may use the name and logo of the OSCE and of the Mission only in direct connection with the Projects, and subject to the Mission's prior written consent.

4. The Mission's involvement shall be acknowledged in any printed material prepared in connection with the implementation of the Projects. Where appropriate, the Academy shall acknowledge the Mission in publications, speeches, and press releases or in any similar mediums.

5. The OSCE may edit the printed materials, electronic or other resources developed during the implementation of the Projects and align them to the OSCE's internal style, reproduction, visual identity and linguistic standards, policies and requirements, including the Permanent Council Decision 81/1995 on the Host Country's provisional reference.

Article 7: Privileges and Immunities

Nothing contained in this MoU shall be deemed a waiver of any of the privileges and immunities enjoyed by the OSCE and its personnel.

Article 8: Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this MoU shall be resolved through negotiations between the Parties. If the Parties fail to settle the dispute amicably within sixty (60) days of commencement of the negotiations, the dispute shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One (1) sole arbitrator shall be appointed who shall have full powers to make final and binding decisions. The appointing authority shall be the Permanent Court of Arbitration in The Hague. The

place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

Article 9: Amendments

1. Any modification of this MoU shall be subject to the written approval of the Parties.
2. This MoU shall supersede any and all prior written or oral statements, agreements and representations of the Parties concerning the Projects.

Article 10: Annexes

The Annex 1 and Annex 2 specified in Article 1 herein shall form an integral part of this MoU. Where there are discrepancies or conflicts between or among this MoU and its Annexes, the MoU shall prevail.

Article 11: Entry into Force and Termination

1. This MoU shall enter into force upon signature by the Parties and remain valid until 31 December 2017, unless earlier terminated in writing by any Party in accordance with paragraph 2 of this Article. The validity of this MoU and the Projects' completion dates may be prolonged and adjusted if need be, upon mutual agreement of the Parties.
2. If a Party believes that this MoU can no longer be executed effectively or appropriately, it may be terminated earlier by either Party, by giving not less than fifteen (15) calendar days' written notice or immediately by the Mission in case of budgetary constraints, change of mandate or upon default in whole or in part by the Academy of its obligations under this MoU. In both cases neither of the Parties shall be required to pay any compensation.

Done in Skopje, in two (2) originals in English language, one (1) for each Party.

For the Mission



H.E. Ambassador Nina Suomalainen
Head of Mission
Date: 5/4/17

For the Academy



Judge Aneta Arnaudovska
Director
Date: _____



Annex 1 – Project “Prevention of Discrimination and Tackling Hate Crime and Hate Speech”

Annex 2 – Project “Judicial Reform activities towards an independent and impartial judiciary as well as an effective and competent criminal justice system that ensures equal access for all”