

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OSCE MISSION TO SKOPJE AND
THE ACADEMY OF JUDGES AND PUBLIC PROSECUTORS
FOR THE IMPLEMENTATION OF THE PROJECTS
“ADVANCED TRAINING ON THE NEW LAW ON CRIMINAL PROCEDURE
AHEAD OF ITS IMPLEMENTATION”, “SUPPORT THE FUTURE
DEVELOPMENT OF AN EFFECTIVE EQUALITY INFRASTRUCTURE”,
AND “SUPPORTING NATIONAL STAKEHOLDERS IN TACKLING HATE
CRIMES AND HATE SPEECH”**

The OSCE Mission to Skopje, herein after referred to as “OSCE”, represented by the Head of Mission, H.E Ambassador Ralf Breth and Academy for Judges and Public Prosecutors hereinafter referred to as the “Academy”, represented by the Director, Judge Aneta Arnaudovska, jointly referred to as the “Parties” on *date* _____, 2013 have agreed as follows:

Article 1: Purpose and Scope

1. The OSCE and the Academy shall cooperate for the purposes of the implementation of the Project activities contained in the Project “Advanced training on the new Law on Criminal Procedure ahead of its implementation”, Project “Support the further development of an effective equality infrastructure” (component two of the Project), and Project “Supporting national stakeholders in tackling hate crimes and hate speech”, as described in the attached Annex 1, 2 and 3 which forms an integral part of this MoU.

2. The OSCE and the Academy commit themselves to work together, consult, jointly programme and coordinate the activities for the implementation of the Projects.

3. The OSCE and the Academy shall cooperate for the purposes of implementation of other activities subject to further discussion and joint agreement on topics of joint interest, such as the unification of national sentencing policy and other.

Article 2: Responsibilities of OSCE

OSCE responsibilities are set out in the Projects that are attached to this MoU as Annex 1, 2 and 3. In particular, the OSCE shall:

- a. Retain the sole responsibility for the purchase of goods and services, based on a competitive process as appropriate, for the implementation of the Project activities;
- b. Designate a contact person who will liaise with the Academy and share information regarding each Project;
- c. For the Project in Annex 1 “Advanced training on the new Law on Criminal Procedure ahead of its implementation” OSCE shall:

- Cover a portion of the logistics for organizing the first four Advanced Training Modules (Module 1, Module 2, Module 3 and Module 4) including:
 - Travel cost for an estimate number of twelve (12) participants residing outside of Skopje per training event under the assumption that most of the trainings will take place in Skopje. This number is not fixed and is expected to vary between ten (10) and fifteen (15) each time, depending on the final list of participants received at least ten (10) days before each training;
 - Travel cost for one of the five teams of trainers (Team 1 who will provide training in Module 1-Pre-Investigation) whose members reside outside of Skopje (mainly in Bitola), under the assumption that most of the trainings they cover will take place in Skopje;
 - By exception, if the tech equipment needed for the Advanced Training (including four to five lap tops) cannot be ensured by the Academy, will be provided by OSCE in-house and/or rented from an outsource;
- Cover full logistics for organizing the fifth Advanced Training Module (Module 5) including:
 - Travel cost for fifteen to thirty-five participants in total that reside outside of Skopje under the assumption that the training will take place in Skopje;
 - Conference room in a Hotel in Skopje for thirty-eight participants (30 trainees, five to six trainers and two supporting staff);
 - Sound system and three wireless microphones;
 - Refreshments (coffee and water) for thirty-eight participants;
 - Lunch for thirty-eight participants;
 - Simultaneous translation for at least one training event in Advanced Module 5 where the international representatives of the OSCE and US Embassy will be present;
 - By exception, if sufficient tech equipment needed for the Advanced Training (including four to five lap tops for the group-work and exercises) cannot be ensured by the Academy, will be provided by OSCE in-house and/or rented from outsource;
- Cover full logistics for outsourced video footage and video editing for a total twelve days of Advanced Training (Module 1, a three-day training, Module 2, a three-day training, Module 3, a three-day training, Module 4, a two-day training and Module 5, a one-day training);
- Cover full honoraria for five trainers' teams consisted of five to six members each. Every team will be engaged under each of the five Advanced Training Modules;
- Cover printing of the advanced training material for the trainers and the trainees for all five Advanced Training Module;
- Cover printing of the Book of Templates for uniform application of the new Law;
- Co-sharing donor to this Project, the US Embassy, shall cover for the remaining portion of the logistics for organizing the first four Advanced Training Modules, please see item (i) of this paragraph above, including: overnights, conference room, lunches and refreshments and voice equipment;
- Support 'Training of trainers' (ToT), focusing primarily on those who will conduct the advanced training under Module 3 (Main Hearing);

- Provide logistics required to organize two one-day discussion forums amongst trainers, wider legal practitioners, Ministry of Justice representatives and other relevant Ministries' representatives, in an effort to achieve a uniform interpretation of the law and identify vague provisions [of the new LCP] which need clarification as well as prepare concrete drafts to approximate other relevant legislation to the LCP.

d. For the Project in Annex 2 and 3 "Support the further development of an effective equality infrastructure" and "Supporting national stakeholders in tackling hate crimes and hate speech", OSCE shall:

- retain the sole responsibility for funds disposal and will directly enter into contracts with local service providers;
- Print and disseminate the Publication of relevant case law in the anti-discrimination from the European Court of Human Rights and the Court of Justice of the EU;
- Implement one training of trainers and two cascade trainings on 'Anti-discrimination concept and procedures' for legal practitioners;
- Print the three Guidelines on i) relationship between the Commission for protection from discrimination and the courts, ii) shifting the burden of proof in discrimination cases and implications on the new law on civil procedures, and iii) the judicial ethics and non-discrimination;
- Develop a training module on processing and adjudicating hate crimes;
- Implement one training of trainers and two cascade trainings on 'Processing and adjudicating hate crimes' for legal practitioners;
- Support the participation in the conference "Freedom of expression and tolerance in the online space";
- Support the development of indicators of the impact assessment of the general aggravating sentencing of hate crimes in the Criminal Code (article 39 paragraph 5);
- Perform other tasks as set out in the enclosed Annexes.

Article 3: Responsibilities of the Academy

1. The Academy shall fully support the implementation of the Projects set out in Annex 1, 2 and 3.

2. Its responsibilities are set out in the Project that is attached to this MoU as Annex 1. In particular, the Academy shall:

- a. Designate a contact person who will work closely and coordinate the activities of the Academy with OSCE;
- b. Meet regularly with the OSCE contact person to coordinate all aspects of the Project and share information;
- c. Provide timely and accurate information in relation to the Project activities, including information about the possible difficulties which might be encountered during the implementation of the Project;
- d. Provide required authorizations in sufficient time for OSCE to accomplish its activities;

- e. Invite, recommend and ensure the target group's participation in all Project activities;
- f. Propose trainers, drafters and national experts accordingly, following a transparent selection procedure;
- g. Disseminate the training materials and the Templates' manual to the target groups in due time;
- h. Liaise between OSCE and national trainers and participants and ensure smooth communication and coordination between.

3. Its responsibilities are set out in the Project that is attached to this MoU as Annex 2 and 3. In particular, the Academy shall:

- a. Designate a contact person who will work closely and coordinate the activities of the implementation of the project activities "Support the further development of an effective equality infrastructure" (component two of the Project), and "Supporting national stakeholders in tackling hate crimes and hate speech";
- b. Meet regularly with the OSCE contact person to coordinate all aspects of the Projects and share information;
- c. Provide timely and accurate information in relation to the projects activities, including information about the possible difficulties which might be encountered during the implementation of the Projects;
- d. Provide required authorizations in sufficient time for OSCE to accomplish its activities;
- e. Review and provide comments on all Project documents as defined in the Projects set out in enclosed Annexes;
- f. Invite and ensure the target group's participation in all projects activities as stated in the Projects set out in enclosed Annexes;
- g. Provide any information necessary to the international and national experts conducting the training of trainers and the two cascade trainings on "Anti-discrimination concept and procedures" and "Processing and adjudicating hate crimes" for the legal practitioners, respectively;
- h. Provide input opinion on the training module on "Processing and adjudicating hate crimes";
- i. Include the training module on "Processing and adjudicating hate crimes", and the Guidelines on i) relationship between the Commission for protection from discrimination and the courts, ii) shifting the burden of proof in discrimination cases and implications on the new law on civil procedures, and iii) the judicial ethics and non-discrimination, within its curriculum for basic and continuous training;
- j. Coordinate with the OSCE in the process of dissemination of the Guidelines on i) relationship between the Commission for protection from discrimination and the courts, ii) shifting the burden of proof in discrimination cases and implications on the new law on civil procedures, and iii) the judicial ethics and non-discrimination, to all relevant judges and prosecutors in the country that apply this principle in practice;
- k. Review the Indicators of the impact assessment of the general aggravating sentencing of hate crimes in the Criminal Code (article 39 paragraph 5);
- l. Take active participation in the Projects' post-evaluation processes;
- m. Perform other tasks as set out in the enclosed Annexes.

Article 4: Communication

All communications relating to the implementation of this MoU shall be addressed as follows:

For the OSCE:

- Project/activity manager (Project Annex 1):
Ljubica Mishevaska, National Rule of Law Officer
- Address: Bul. Oktomvriska Revolucija bb, 1000 Skopje
- Telephone: 02/3234 385
- Telefax 02/3234 319
- E-mail: Ljubica.mishevaska@osce.org,
- Project/activity managers (Project Annex 2 and 3):
Zaneta Poposka, National Rule of Law Officer
and
Tome Sekerdziev, National Rule of Law Officer
- Address: Bul.Oktomvriska revolucija bb, 1000 Skopje
- Telephone: 02/3234 439
- Mobile: 070/358005 and 070/255584
- E-mail: zaneta.stojkova@osce.org
- tome.sekerdziev@osce.org

For Academy:

- Project/activity manager (Project Annex 1):
Judge Aneta Arnaudovska, Director of the Academy
- Address: boulevard Jane Sandanski No.12, lamella 2, 1000 Skopje
- Telephone: 02/2401 560
- Telefax: 02/2401 570
- E-mail: info@jpacademy.gov.mk
- Project/activity manager (Project Annex 2 and 3):
Atanas Georgievski, External Consultant for International Cooperation
- Address: Jane Sandanski 12, 1000 Skopje
- Telephone: 02/2401 563
- Telefax: 02/2401 570
- Mobile: 070/205507
- E-mail: atanas.georgievski@gmail.com

Article 5: Liability

OSCE does not assume liability for any third party claim for damages arising out 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 performance of this MoU shall be vested exclusively in the OSCE.
The Academy is free to reproduce, publish or otherwise use and to authorize others to use any books, publications or other materials developed in the course of the Project.

2. The Academy may use the name and logo of the OSCE only in direct connection with the Project activities, and subject to prior consent of the OSCE.
3. The OSCE involvement in the Project activities shall be acknowledged in any printed material prepared in connection with the Project. Where appropriate, the Academy shall acknowledge the OSCE in publications, speeches, and press releases or in any similar mediums.

Article 7: Privileges and Immunities

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

Article 8: Dispute Resolution

Any differences which may arise in the application of the provisions of this MoU and its Annex shall be resolved through friendly 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: Entry into Force, Amendments, Termination

- a. This MoU shall enter into force upon signature by both parties and remain valid until the execution of the obligations deriving from this MoU, unless either party decides to terminate it earlier by giving not less than 15 calendar days' written notice or immediately by the OSCE upon default in whole or in part by the Academy of its obligations under this MoU.
- b. This MoU shall supersede any and all prior written or oral statements, agreements and representations of the parties and shall constitute the sole MoU between the parties.
- c. Any modification of this MoU shall be subject to the written approval of both parties.

Done in Skopje on *date* _____ in three originals in the English language

Signatories

For the OSCE

Head of Mission
Ambassador Ralf Breth

Enc.: Annex 1, 2 and 3 - Projects

For the Academy

Director of the Academy
Judge, Aneta Arnaudovska