



РЕПУБЛИКА МАКЕДОНИЈА

Академија за судии и јавни обвинители



РЕПУБЛИКА МАКЕДОНИЈА
АКАДЕМИЈА ЗА СУДИИ И ЈАВНИ
ОБВИНИТЕЛИ ПАВЕЛ ШАТЕВ

Бр. 03-129/1
07.03 2016 год.
СКОПЈЕ



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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OSCE MISSION TO SKOPJE AND
THE ACADEMY OF JUDGES AND PUBLIC PROSECUTORS
FOR THE IMPLEMENTATION OF THE 2016 PROJECTS
WITHIN THE MISSION'S RULE OF LAW MANDATE**

The OSCE Mission to Skopje, herein after referred to as the "OSCE", 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 the "Parties" have agreed as follows:

Article 1: Purpose and Scope

1. The OSCE and the Academy shall cooperate for the purposes of implementation of the Projects within the Rule of Law mandate of the Mission, as described in the attached Annexes 1, 2, 3 and 4 which form an integral part of this Memorandum of Understanding (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.

Article 2: Responsibilities of the OSCE

OSCE responsibilities are set out in the Projects that are attached to this MoU as Annexes 1, 2, 3 and 4.

1. 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 Projects;
 - b. Designate a contact person who will liaise with the Academy and share information regarding the Projects;
 - c. Implement the activities and support the interventions for the Academy as defined in the Projects;
 - d. Perform other tasks as set out in Annexes 1, 2, 3 and 4.

Article 3: Responsibilities of the Academy

1. The Academy shall fully support the implementation of the Projects set out in Annexes 1, 2, 3 and 4.
2. Its responsibilities are set out in the Projects that are attached to this MoU as Annexes 1, 2, 3 and 4. 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 Projects 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 Projects;
 - d. Provide required authorizations in sufficient time for OSCE to accomplish its activities;
 - e. Invite, recommend and ensure the target groups' participation in the Projects' activities;
 - f. Propose trainers and participants accordingly, following a transparent selection procedure;
 - g. Disseminate the training materials to the target groups in due time;
 - h. Liaise between OSCE and national trainers and participants and facilitate the smooth communication and coordination between them;
 - i. Form a group of users/practitioners to test the e-learning platform developed in 2015 and provide feedback to the OSCE;
 - j. Coordinate and cooperate with other stakeholders involved in the Projects' implementation;
 - k. Take active participation in the Projects' post-evaluation processes; and
 - l. Perform other tasks as set out in the enclosed Annexes.

Article 4: Communication

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

For the OSCE:

- Project/activity manager (Project Annex 1):
Zaneta Poposka, National Rule of Law Officer
- Address: 8-mi Septemvri 16, 1000 Skopje
- Telephone: 02/3234 439
- Mobile: 070/358005
- E-mail: zaneta.poposka@osce.org
- Project/activity manager (Project Annex 2):
Tome Sekerdziew, National Rule of Law Officer
- Address: 8-mi Septemvri 16, 1000 Skopje
- Telephone: 02/3234 376

For Academy:

- Project/activity manager (Project Annex 1, 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
- Project/activity manager (Project Annex 4):
Judge Aneta Arnaudovska, Director of the Academy

- Mobile: 070/255584
- E-mail: tome.sekerdziev@osce.org
- Address: Jane Sandanski 12, 1000 Skopje
- Telephone: 02/2401 563
- Telefax: 02/2401 570
- Project/activity manager (Project Annex 3):
Eva-Maria Strachan, Rule of Law Officer
- Address: 8-mi Septemvri 16, 1000 Skopje
- Telephone: 02/3234 314
- Mobile: 070/233984
- E-mail: Eva-Maria.Strachan@osce.org
- Project/activity manager (Project Annex 4):
Elena Hadji Antonovski, Senior Legal Assisstant
- Address: 8-mi Septemvri 16, 1000 Skopje
- Telephone: 02/ 3234481
- Mobile: 070/325 943
- E-mail: elena.hadji-antonovski@osce.org

Article 5: Liability

The 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. Any use of these materials outside the purpose of this MoU shall require prior approval of the OSCE.
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 Projects. 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 Annexes 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.

Signed in Skopje, in three originals in the English language.

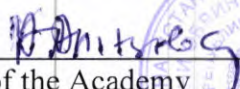
Signatories

For the OSCE


Head of Mission to Skopje
Ambassador Nina Suomalainen

Date:

For the Academy


Director of the Academy
Judge, Aneta Arnaudovska

Date:

Enc.:

Annex 1 – Project “Support to equality infrastructure”

Annex 2 – Project “Enabling effective response against hate crime and hate speech”

Annex 3 – Project “Supporting the Legal Infrastructure for the Protection of Human Rights”

Annex 4 – Project “Strengthening the capacities of the legal practitioners in implementation of the LCP”