



MISSION ARCHIVE	
OSCE Mission to Skopje	
Date:	21 MARCH 2020
4.3.2.	AD
Reg. No.	051/2020



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE
MISSION TO SKOPJE

AND

THE STATE COMMISSION FOR PREVENTION OF CORRUPTION

FOR THE IMPLEMENTATION OF JOINT ACTIVITIES IN THE PERIOD 2020-2022

This Memorandum of Understanding (hereinafter referred to as the "MoU") is concluded between **the Organization for Security and Co-operation in Europe** (hereinafter, the "OSCE"), through its Mission to Skopje (hereinafter referred to as the "Mission"), whose address is at Hyperium Building, bul. 8-mi Septemvri no. 16, MK-1000 Skopje,

and

The State Commission for Prevention of Corruption (hereinafter referred to as SCPC), whose address is at str.Dame Gruev No. 1, 1000 Skopje

Hereinafter the Mission and the SCPC are individually referred to as a "Party" and collectively - the "Parties".

WHEREAS the Mission has been mandated to assist the host country's efforts to further the public administration reform processes and democratization of the society through promotion of democratic governance principles and fight against corruption in line with the OSCE commitments, international standards and best practices; and

WHEREAS the SCPC is committed to implement laws, encourage normative and institutional strengthening, create anti-corruption policies and measures, promote inter-institutional and international cooperation and develop a legal culture towards establishment of an effective system for the prevention and repression of corruption and conflicts of interest.

NOW, THEREFORE, the Parties agree as follows:

Article 1
Purpose and Scope of the MoU

This MoU creates a framework for co-operation between the Parties with regard to the implementation of the joint activities aimed at advancing corruption prevention practices and strengthening the system of integrity. The joint activities will primarily be in the line with the principles set in the Law on Prevention of Corruption and Conflicts of Interest, National Strategy for the Prevention of Corruption and Conflicts of Interest 2020-2024 adopted by the SCPC, other national strategic documents, as well as other related activities to be agreed by the Parties. The joint activities, including deadlines and other details for their realisation will be determined additionally in jointly developed Annual Activity Plans agreed by the Parties through the focal persons specified below.

Article 2
Responsibilities of the Mission

Subject to the provisions of this MoU, the Mission shall:

1. Provide expert support to SCPC in its efforts to implement activities in the field of corruption prevention and straightening personal and institutional integrity in line with national, OSCE commitments and other international standards;
2. Coordinate and co-operate with SCPC as well as with other stakeholders for the successful implementation of the joint activities;
3. Fund the implementation of the joint activities and retain sole responsibility for the use and disposal of its allocated funds, in line with its internal rules and regulations;
4. Perform other tasks as set out in the Annual Activity Plans.

Article 3
Responsibilities of the SCPC

Subject to the provisions of this MoU, SCPC shall:

1. Co-operate with the Mission and promote implementation of the national legislation, international and OSCE commitments and standards in the field of combating and preventing corruption;
2. Undertake all measures required to ensure the effective implementation of the joint activities, including provision of timely and accurate information to the Mission about possible difficulties which might be encountered during the joint activities implementation;
3. Liaise with the relevant national authorities and other stakeholders for the successful implementation of the joint activities;
4. Comply with the applicable legislation and timely issue or obtain required authorizations/permissions required for the successful implementation of the joint activities;

5. Perform other tasks as set out in the Annual Activity Plans.

Article 4
Liability and Indemnification

1. The OSCE shall not accept any responsibility or liability for any claims, debts, demands, damage or losses as a result of acts or willful omissions directly attributable to SCPC or a third party during the implementation of the joint activities.
2. The Parties shall ensure that their officials, agents and persons performing services for the Parties, and any other persons placed under the Parties' supervision for the purpose of implementing the joint activities shall avoid any action which may adversely reflect on the Parties image and status.

Article 5
Publicity

Where appropriate, SCPC shall acknowledge OSCE's role in publications, speeches and press releases or in any similar mediums.

Article 6
Intellectual Property Rights

1. All rights, title and interest, including without limitation all copyrights and patents, in and to any materials produced, invented or developed in the execution of this MoU shall be vested exclusively in the OSCE. SCPC may use the materials produced, invented or developed in the course of the joint activities in a manner compatible with and as foreseen by the joint activities.
2. The SCPC may use the name and logo of the OSCE or the Mission only in direct connection with the joint activities and subject to the Mission's prior written consent.
3. The OSCE may edit the materials, electronic or other resources developed during the implementation of the joint activities and align them to the OSCE's internal style, reproduction, visual identity and linguistic standards, policies and requirements.

Article 7
Officials not to Benefit

The Parties shall not grant to any official of the other Party any direct or indirect benefit or preferential treatment on the basis of this MoU. Any breach of this provision shall constitute a fundamental breach of this MoU.

Article 8 **Communication**

All communications relating to the implementation of the joint activities shall be addressed as follows:

For the Mission:

Portfolio Manager: Maja Lazarova
Address: Hyperium Building,
bul. 8-mi Septemvri no. 16, MK-1000 Skopje
Telephone: +389 70 383374
Telefax: +389 2 3234 564
E-mail: Maja.Lazarova@osce.org

For the SCPC:

Project Manager: Maja Konevska
Address: ul. Dame Gruev no.1
Telephone: +38970342774
Telefax: +389 2 3215 380
E-mail: mkonevska@dksk.org.mk
contact@dksk.org.mk

Article 9 **Settlement of Disputes**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or its interpretation. Any dispute, controversy or claim arising out of or in relation to this MoU shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within sixty (60) calendar 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, who shall have full powers to make final and binding decisions, shall be appointed. 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 10 **Privileges and Immunities**

Nothing in or relating to this MoU shall be construed as a waiver, express or implied, of any of the privileges and immunities enjoyed by the OSCE.

Article 11 **Amendments**

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

Article 12
Termination

1. If a Party believes that the MoU can no longer be executed effectively or appropriately, it shall consult the other Party as soon as possible. Failing consensus on a solution, either Party may terminate the MoU by serving thirty (30) calendar days' written notice. Such termination date shall be adjusted to allow the orderly winding up of the operations related to the implementation of the joint activities.
2. The Mission may terminate this MoU with immediate effect in case of budgetary constraints or changes of the Mission's mandate.

Article 13
Entire Agreement

The Annual Activity Plans foreseen in Article 1 or other annexes 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 14
Survival

Provisions of Article 4 ("Liability and Indemnification"), Article 6 ("Intellectual Property Rights"), Article 9 ("Settlement of Disputes") and Article 10 ("Privileges and Immunities") shall survive any termination or expiration of this MoU.

Article 15
Entry into Force and Duration

This MoU shall enter into force upon the date of the last signature of the Parties and shall remain valid until 31 December 2022, unless earlier terminated in writing by either Party in accordance with Article 12 of the MoU. The validity of this MoU and the joint activities completion dates may be prolonged and adjusted if need be, upon mutual agreement of the Parties.

The validity of this MoU will be considered as prolonged on annual basis if the Parties continue to develop annual activity plans beyond the year 2022.

This MoU is concluded in two (2) originals in the English language and two (2) originals in the Macedonian language, one copy from each language for each Party.

The translation of this MoU in Macedonian and Albanian languages shall serve solely for informative purposes and in case of disagreement in the interpretation of the provisions, the English version shall prevail.


For the OSCE
Ambassador Clemens Koja,
Head of Mission


For the SCPC:
Biljana Ivanovska,
President of SCPC

Date: 30/3/2020

Date: 03.04.2020

