

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE COMMISSION FOR PREVENTION AND PROTECTION FROM DISCRIMINATION
FOR THE IMPLEMENTATION OF JOINT PROJECT ACTIVITIES IN 2021-2023**

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 Commission for Prevention and Protection from Discrimination (hereinafter referred to as “Commission”), whose address is at Dame Gruev 1, 1000 Skopje,

Hereinafter the Mission and the Commission are individually referred to as a “Party” and collectively - the “Parties”.

WHEREAS the Mission, in accordance with its mandate and in line with the OSCE commitments, is supporting the national institutions focused on advancing fundamental rights primarily in the areas of tolerance, non-discrimination, gender equality,

WHEREAS the Commission, being an autonomous and independent institution working in accordance with its competences established with the Law on Prevention and Protection from Discrimination, is mandated to prevent and protect from discrimination and promote the equality,

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 joint activities further to be described in the Annual Activity Plans that will be set out by the contact persons specified below.

Article 2
Responsibilities of the Mission

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

1. Provide strategic guidance and support to the Commission with a purpose to advance the rule of law and human rights through implementation of applicable international standards and OSCE commitments in the areas of anti-discrimination, equality including gender equality and fundamental rights;
2. Coordinate and co-operate with the Commission 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; and
4. Perform other tasks as set out in the Annual Activity Plans.

Article 3
Responsibilities of the Commission

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

1. Co-operate with the Mission and promote OSCE and international commitments/standards with a purpose to advance the rule of law, equality and human rights;
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 implementation;
3. Liaise with the relevant national authorities and other stakeholders for the successful implementation of the joint activities;
4. Incorporate the joint activities in its strategic thinking and documents and use/maintain the supporting web-site and data base, tools and resources; and
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 the Commission 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 image and status of the OSCE or the Commission.

Article 5
Publicity

Where appropriate, the Commission 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. The Commission 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 Annual Activity Plans.
2. The Commission 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, as well as for the development of the Annual Activity Plans, shall be addressed as follows:

For the Mission:

Zhaneta Poposka, National Rule of Law Officer,
Human Dimension Department
Address: 8-mi Septemvri 16, 1000 Skopje
Telephone: [+389 2] 3234439
E-mail: zhaneta.poposka@osce.org

For the Commission:

Vesna Bendevska, President
Address: Dame Gruev 1, 1000, Skopje
E-mail: vesna_bend@yahoo.com

Any change/replacement of the focal points or their contact information mentioned above shall be effectuated by way of a notification to the other Party without an amendment to this MoU.

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.

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 ongoing 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 and any Annexes shall form an integral part of this MoU. Where there are discrepancies or conflicts the MoU shall prevail.

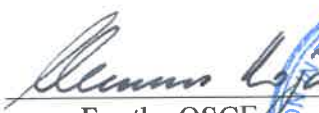
Article 14
Survival


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 2023 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 may be extended on an annual basis if the Parties continue to develop Annual Activity Plans beyond the year 2023.

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


For the OSCE
Ambassador Clemens Kojan
Head of Mission
Date: 24/3/2021



The OSCE logo consists of the letters 'osce' in a blue box. To its right is a circular seal with the text 'EUROPE • ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE' around the perimeter and '1' in the center.


For the Commission
Vesna Bendevska
President
Date: 04.05.2021



The seal is circular with the text 'Комисија за спроведување и заштита од дискриминација • Скопје' around the perimeter.

Enclosure: Annual Activity Plan for 2021

ANNEX 1
2021 Annual Activity Plan

OSCE Mission to Skopje

Project Title: “Strengthening the Rule of Law and Human Rights in North Macedonia”

1. Project Results

Result 4 The implementation of policies and related infrastructure in the areas of anti-discrimination, gender equality and gender-based violence against women is enhanced in line with the OSCE commitments.

Activity 4.4 Support the Commission on the Prevention and Protection from Discrimination (CPPD) in the area of capacity building and inter-institutional co-operation at the national level

In order to build the capacity of the new CPPD so as to increase the number of positive findings of discrimination, particularly on diverse grounds including sex and gender, the Mission will engage a service provider to assist the CPPD in developing set of ICT tools (web site and data base for processing of cases submitted to the CPPD), enabling it to be more visible in the public and thus, more effective. The service provider and the CPPD will work together in developing the ICT tools. The Mission will engage actively and oversee the implementation of the activity in all its phases. All interventions will be initiated in April 2021 with the new composition of the CPPD and will be completed by the end of November 2021. The service provider will transfer the ownership of the newly developed ICT tools to the CPPD which will be responsible for their subsequent maintenance and use. Also, the Mission with its in-house specific knowledge will contribute in developing the Commission’s strategic thinking and documents (strategy papers, working plans, internal rules and procedures etc.).

All communications relating to the implementation of the joint activities under Project “Strengthening the Rule of Law and Human Rights in North Macedonia” shall be addressed to:

For the Mission:

Zhaneta Poposka
National Rule of Law Officer
8-mi Septemvri 16, 1000 Skopje
02/3234439
070/358 005
Zhaneta.Poposka@osce.org

