



РЕПУБЛИКА СЕВЕРНА МАКЕДОНИЈА - РЕПУБЛИКА Е МАКЕДОНИСЕ СЕ ВЕРИУТ
КОМИСИЈА ЗА СПРЕЧУВАЊЕ И ЗАШТИТА ОД ДИСКРИМИНАЦИЈА
КОМИСИОН И ПАРАНДАЛИМИТ ДНЕ И МВРОЈТЈЕС НГА ДИСКРИМИНИ

Бр.-Нр. 14-71/1

Memorandum of Understanding

15-01-2024 20 ____ год.-viti
СКОПЈЕ - ШКУР

between

the Ludwig Boltzmann Gesellschaft – Institute of Fundamental and Human Rights (LBI-GMR)

and

the Commission for the Prevention and Protection from Discrimination (CPPD)

for the implementation of the **project “EU Support for Rule of Law” in North Macedonia (2023-2026)**

The Memorandum of Understanding (hereinafter referred to as “MoU”) is concluded between the Ludwig Boltzmann Gesellschaft - Institute of Fundamental and Human Rights (LBI-GMR) (hereinafter, “LBI-GMR”), whose address is Freyung 6 (Schottenhof), 1. Hof, Stiege II, 1010 Vienna, Austria,

and

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

hereinafter the LBI-GMR and the CPPD are individually referred to as a “party” and collectively – the “parties”

to

implement the project activities of the project “EU Support for Rule of Law” in North Macedonia (IPA/2023/443-718) (hereinafter, referred to as “the project”).

WHEREAS the LBI-GMR, in accordance with its contract IPA/2023/443-718 with the Delegation of the European Union to North Macedonia, is supporting the CPPD in strengthening its capacities to effectively implement its mandate and for human rights oversight as well as in raising awareness for the CPPD’s importance and role to protect human rights,

WHEREAS the CPPD, 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 equality,

the parties agree as follows:



**Funded by
the European Union**





Article 1

Purpose and Scope of the MoU

This MoU (i) reaffirms the interest and commitment of both parties for cooperation on the implementation of the activities of the project “EU Support for Rule of Law” in North Macedonia (project reference no IPA/2020/PC 25 131) during the period 08.05.2023 – 07.05.2026 (pending extension until 07.11.2026), as set out herein, (ii) reflects the activities to be implemented as agreed upon by the two parties in the process of preparation and approval of the Inception Report for this project, to which both parties participated; and (iii) sets out the framework and process for the planning of possible additional activities.

Article 2

General responsibilities of the two parties

Subject to the provisions of this MoU, the LBI-GMR shall:

- 1) Plan and undertake project activities in a manner that will support the strengthening of the position, role, capacities and overall potential of the CPPD to effectively exercise its mandate and to implement its strategic documents;
- 2) Coordinate and cooperate with the CPPD as well as with other stakeholders for the successful implementation of the project activities;
- 3) Fund the implementation of project activities in line with its contract IPA/2023/443-718 with the Delegation of the European Union to North Macedonia and within the limits of the project budget and retain the sole responsibility for the use and disposal of its allocated funds, in line with its internal rules and regulations as well as the rules and regulations specified by the European Union;
- 4) Perform other tasks relevant for the implementation of the project together with the CPPD.

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

- 1) Cooperate with the LBI-GMR on project activities with the purpose of enhancing the protection of fundamental rights and strengthening the uptake of alternative means to detention;
- 2) Undertake all measures required to ensure the effective implementation of the project activities, including provision of timely and accurate information to the LBI-GMR about possible difficulties which might be encountered during the implementation of the project;
- 3) Identify ways to use the most of the project activities in a strategic manner, ensuring sustainability of the project outputs and results;
- 4) Participate in semi-annual Steering Committee Meetings and other project meetings where the attendance of final beneficiaries is obligatory;
- 5) Perform other tasks relevant for the implementation of the project together with LBI-GMR.

Article 3

Specific cooperation activities





The LBI-GMR and the CPPD have agreed to cooperate for implementation of the following project activities:

1. Resources development:
 - a. Develop and put to function an E-resource centre on equality and non-discrimination;
 - b. Develop internal regulation on the use of artificial intelligence and automated decision-making in CPPD's work;
 - c. Data collection and processing – increase the accessibility of the CPPD annual reports;
2. Events:
 - a. Flagship annual event “Equality Talks”;
 - b. Scientific conference “Equality and Non-discrimination Law Fit for the XXI Century”, marking the 5th anniversary from the adoption of the Law on Prevention and Protection against Discrimination.
3. Research and analysis:
 - a. Support the activities arising as an obligation for the CPPD from the NAP on Roma Women and Girls 2022-2024:
 - i. Prepare thematic report on discrimination practices in employment, with an intersectional perspective by the end of 2023.
 - ii. Prepare thematic report on discrimination practices in health, with an intersectional perspective by the end of 2024.
 - iii. Draft and adopt a general recommendation based on the thematic report on employment by the end of 2023.
 - iv. Draft and adopt a general recommendation based on the thematic report on health by the end of 2024.
 - v. Prepare a joint report (Ombudsman Office and CPPD) on multiple discrimination against Roma women and girls with recommendations by mid-2024.
4. Capacity building:
 - a. Continuous development of the knowledge and expertise regarding equality and non-discrimination case law via bi-annual case law update sessions;
 - b. Thematic trainings on selected themes:
 - i. Incitement, instruction and encouragement of discrimination;
 - ii. Algorithmic discrimination;
 - iii. Equal enjoyment of human rights regardless of sexual orientation and gender identity;
 - iv. Open theme – to be decided based on CPPD need.
 - c. ToT on equality and non-discrimination and follow up trainings;
 - d. Joint study visit on equality and non-discrimination;
 - e. Project applications training;
 - f. Supporting the recommendations compliance - breakfasts with journalists;
 - g. Strategic litigation planning support.





In addition to these activities, the LBI-GMR and the CPPD will regularly communicate on any pertinent need arising for the CPPD for which appropriate and effective project support can be ensured and discuss possible ways in which the project can provide such support.

Article 4 **Liability and Indemnification**

1. The LBI-GMR shall not accept any responsibility or liability for any claims, debts, demands damage or losses as a result of acts or wilful omissions directly attributable to the CPDD or a third party during the implementation of the project.
2. The parties shall ensure that their representatives, experts and persons performing services for the parties, and any other persons placed under the parties' supervision for the purpose of implementing the project activities shall avoid any action which may adversely reflect on the image and status of the LBI-GMR, the CPPD and the EU.

Article 5 **Visibility**

The CPPD shall acknowledge the European Union's role in funding and supporting the project in publications, speeches and similar public appearances according to the EU visibility rules. The project's Visibility Officer is the first point of contact and will provide support in making sure that all visibility actions are in line with the EU provisions. As a standard rule, documents must be approved by the DEU visibility manager before publication.

Article 6 **Officials not to benefit**

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

Article 7 **Communication**

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

For the LBI-GMR:

Barbara Liegl

Component Leader Human Rights and Alternative Sanctions

Cell: +389 72 268 864

E-Mail: barbara.liegl@rolaw.mk

For the CPPD:

Igor Jadrovski, President

Address: Dame Gruev 1, 1000 Skopje

E-Mail: i.jadrovski@kszd.mk

Biljana Kotevska

Local Mid-Term Expert in the field of gender-



Funded by
the European Union





based discrimination and gender-based violence

E-Mail: biljana.kotevska@rolaw.mk

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

Article 8 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. In the absence of an amicable agreement, the Courts of Vienna, Austria, shall have sole jurisdiction to decide on any dispute between the contracting parties concerning this MoU. The law applicable to this MoU is the law of Austria.

Article 9 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 10 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.
2. Failing consensus in a solution either party may terminate the MoU by serving thirty (30) calendar days' written notice, clearly stating the reasons for termination and the undertaken attempts for resolution without termination. Such termination notice shall be adjusted to allow the orderly winding up of the operations related to the implementation of the project activities.
3. The LBI-GMR may terminate this MoU with immediate effect for good cause, especially in the event of premature project suspension or termination.

Article 11 Survival

Provisions of Article 4 (Liability and Indemnification) and Article 8 ("Settlement of disputes") shall survive the termination or expiration of this MoU.

Article 12 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 30 November 2026 (pending official extension of the project) unless earlier terminated in writing by either party in accordance with Article 10 of this MoU. The





validity of this MoU and the completion dates of the project activities may be adjusted, if need be, upon mutual agreement of the parties.

Article 13 Electronic signatures

The present MoU is made in an electronic version (using DocuSign) which shall be electronically signed by each party, either via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (via DocuSign). These signatures shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility.

For the Ludwig Boltzmann Gesellschaft – Institute of Fundamental and Human Rights (LBI-GMR):

Elvira Welzig, Managing Director

DocuSigned by:
Dr. Elvira Welzig, MSc
08E0E52EEA0742F

Date: 13. Januar 2024 | 18:31 MEZ

Marisa Radatz, Managing Director

DocuSigned by:
Marisa Radatz
06DEE5CDA834428

Date: 12. Januar 2024 | 14:35 MEZ

For the Commission for the Prevention and Protection from Discrimination (CPPD):

Igor Jadrovski, President

DocuSigned by:
Igor Jadrovski
D6401DE30D36408

Date: 15 January 2024 | 10:01 CET



Enclosure:

- Inception Report