

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Civil Service Agency of the Federation of Bosnia and
Herzegovina**

AND

KDZ - Centre for Public Administration Research

Whereas, Civil Service Agency of the Federation of Bosnia and Herzegovina (hereinafter referred to as: CSAFBIH) is a civil service institution of the Government of the Federation of Bosnia and Herzegovina in Sarajevo, Bosnia and Herzegovina

Whereas, KDZ-Center for Public Administration Research (hereinafter referred to as: KDZ) is a research center in Vienna, Austria which provides the benefits of educational and research programmes in the area of modernisation of public governance and management, e-government, as well as reform and strengthening of local and regional authorities in countries of Eastern and Southeastern Europe.

Now therefore CSAFBIH and KDZ enter into a Memorandum of Understanding to establish a programme of exchange and cooperation in areas of benefit to both institutions.

I

The purpose of the cooperation between CSAFBIH and KDZ is as follows:

- To promote interest in research activities of the respective institutions,
- To develop seminars and in-house trainings for public administration staff regarding the introduction of total quality management tools /Quality Assurance Framework (CAF) in public administration,
- To develop tools and platforms for implementing CAF model in public authorities.

II

To achieve these goals CSAFBIH and KDZ will, insofar as the means of each allow:

- Promote institutional exchanges to participate in a variety of research activities and professional development;

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- Organize meetings and training activities of implementing CAF model in public authorities in the Federation of Bosnia and Herzegovina;
- Exchange information pertaining to developments in research at each institution.

III

This Memorandum of Understanding will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this Agreement will be effective unless in writing and signed by the Parties.

Further agreements concerning any program will provide details concerning the specific commitments made by each party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement will be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

IV

This Memorandum is not a contract. This Memorandum serves only as a statement of the general intention of the Parties and is not intended to be legally binding nor to be construed as an agreement on any matters mentioned. No oral agreement or conduct of the Parties (including partial performance) in respect of matters stated in this Memorandum shall be deemed to impose any obligation or liability on either Party.

This Memorandum is not intended to constitute, create, give effect to, or otherwise form a joint venture, or other business entity of any kind. Neither Party shall act as an agent for, or partner of, the other Party. There are neither any rights nor obligations of the Parties established under this Memorandum.

V

Although the intention of this Memorandum is to discuss and negotiate issues with respect to a possible definitive agreement between the Parties, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different business relationships with other companies or entities of their choice.

VI

All publications resulting from the collaboration between the two institutions must give recognition to the Memorandum. Likewise, the Memorandum must also

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be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

Should any faculty collaboration result in any potential for intellectual property, the parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the parties.

VII

The Parties agree to comply with all national, entity, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

VIII

The Parties intend to discuss with each other press releases in connection with this Memorandum prior to publication of any press release.

X

The Parties understand that they are proceeding at their own risk and they understand that costs regarding the subject matter under this are to be paid for by the Party who incurs the cost. Nothing contained in this Memorandum is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks or liabilities arising out of the other Parties efforts in connection with this Memorandum.

XI

Upon approval by each institution, this Memorandum will remain in effect for a period of three (3) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least six (6) months advance written notice of its intention to terminate. Termination will be without penalty. If this Memorandum is terminated, neither Party will be liable to the other for any monetary or other losses which may result.

Notwithstanding the above, the period of this cooperation will, if necessary, be extended with consent in writing from the Parties.

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CSAFBIH

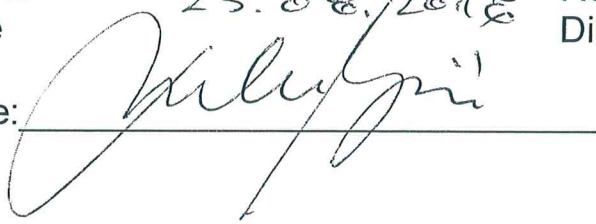
by

Name
Title

23.08.2018

Refik Begić
Director

Date:



(Signature)

KDZ-Centre for Public Administration Research

Name
Title



Thomas Weninger
Chair of the Board

Date:

31.7.2018

(Signature)

Name
Title

Thomas Prorok
Deputy Managing Director

Date:

31.7.2018

(Signature)