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София

INSTITUTE OF PUBLIC ADMINISTRATION

Bosna i Hercegovina
Federacija Bosne i Hercegovine
AGENCIJA ZA DRŽAVNU SLUŽBU

MEMORANDUM OF COOPERATION

BETWEEN

CIVIL SERVICE AGENCY OF THE FEDERATION OF BOSNIA AND HERZEGOVINA (CSAFBIH), with headquarters in 6, Kolodvorska street, Sarajevo, Bosnia and Herzegovina, phone: +387 33552040; email: info@adsfbih.gov.ba, **legally represented by Mr. Refik BEGIĆ, as Director,**

AND

INSTITUTE OF PUBLIC ADMINISTRATION (IPA), with headquarters in 6-8, Serdika street, Sofia 1000, Bulgaria, phone: +359 940 25 56; www.ipa.government.bg, **legally represented by Mr. Pavel IVANOV, as Executive Director,**

hereinafter referred the "Parties", intending to develop bilateral cooperation based on principles of equality, mutual unity and mutual assistance, have agreed to conclude this Agreement (hereinafter referred to as the "Agreement"), subject to the following clauses:

I. PURPOSE OF THE AGREEMENT

The purpose of this Memorandum of Cooperation (hereinafter: the Memorandum) is the improvement of relations between the Parties and setting up of a framework for sustainable and dynamic cooperation in the fields of training for public administration staff, research and innovation, in accordance with the national legislation of the Parties.

II. OBJECTIVE OF THE AGREEMENT

Article 1.

1. The objective of this Agreement is to carry out initiatives, programs, projects and exchanges of information and experience between the two Parties.

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II. OBJECTIVE OF THE AGREEMENT

Article 1.

1. The objective of this Agreement is to carry out initiatives, programs, projects and exchanges of information and experience between the two Parties.

2. This Agreement seeks to:
a) Define the Agenda for joint actions in the areas referred to in Chapter I;
b) Develop and strengthen the institutional capacity of NSPA and IPA in the field of training, research and innovation by all appropriate means;
c) Implement collaborative research activities and exchange data of interest to both Parties (studies, conferences, round tables, etc.);
d) Exchange scientific, educational and methodical literature/publications, as well as statistical information, in compliance with the provisions on copyright and related rights;
e) Exchange materials and mutual assistance to improve training programs;
f) Participate in the joint elaboration and implementation of projects in the reference areas to be submitted under the various funding programs;
g) Develop analysis and studies in the public administration field;
h) Facilitate the study of good practice, exchanging experience with staff and NSPA/IPA trainees, and/or staff from other public authorities of both countries;

III. THE COMMITMENTS OF THE PARTIES

Article 2
The Parties:

1. Undertake the commitments under this Agreement, in compliance with the following principles:
a) The principle of mutual respect;
b) The principle of carrying out activities in accordance with the law;
c) The principle of consultation for activities and mutual information;
d) The principle of confidentiality;
e) The principle of consultation/transparency
2. Facilitate their access to the public institutions with which they collaborate to carry out activities specific to this Agreement.
3. Make available to each other, for consultation, studies and other information/documentation available to them insofar as the principle of confidentiality is not breached.
4. Appoint a person to coordinate and monitor the implementation of this Agreement.
5. Organize exchanges of experience on topics of common interest.
6. Have bilateral consultations, whenever necessary, for the implementation of this Agreement.

Article 3

1. The Parties will develop and approve an annual action plan, which will include the activities, means, expected results, duration and other data needed to implement it. The designated responsible of each Party shall consult regularly to conduct monitoring and/or analysis of the results of the cooperation developed under the Agreement.
2. This Memorandum does not create/generate or imply any financial commitments for the Parties. In case that a need for financing arises during its implementation, additional negotiations will be held and an Annex to the Agreement will be signed.
3. This Memorandum shall not affect the rights and obligations of the Partners arising from other international agreements or arrangements in which the Partners participate.

IV. DURATION OF THE AGREEMENT

Article 4

The Agreement shall enter into force on the day of its signing and shall be effective for an indefinite period unless it is terminated by agreement of the Parties, or at the initiative of one of the Parties by a written notice at least sixty (60) days in advance.
Termination of the agreement shall not affect the legality or duration of the measures agreed within the framework of this agreement.

V. GENERAL PROVISIONS

Article 5

Any amendment to the clauses of this Agreement is made by an addendum signed by both Parties.

Article 6

The Parties shall endeavor to settle amicably through direct negotiations any dispute or dispute that may arise between them in or in connection with the implementation of this Agreement.

Article 7

The Parties will act in good faith to fulfill the purpose and achieve the object of this Agreement.

Article 8

The Parties shall inform each other of all actions undertaken in common approaches, as long as they are subject to the commitments assumed.

Article 9

The Parties agree to keep confidential the information received and agree to prevent any unauthorized use of disclosure of such information. The Parties understand to use confidential information only for the purpose of fulfilling its commitments under this Agreement.

Article 10

All reports and publications produced by the Parties under this Agreement will be held by the Party that has made them. In the case of authorized use of these documents by the other Party, it must mention the source of the publication.

Article 11

Nothing in this Memorandum shall be understood or construed as a binding right or obligation of the Partners or as obligating the undersigning Partners hereto to finally conclude any agreement. In particular, this Memorandum in no way restricts either Partner from pursuing similar activities on its own or from participating in similar activities with other public or private agencies, organizations, and individuals and shall not provide exclusivity between the Partners in the scope of any cooperation, does not endorse a specific entity, does not create any rights in any person, and does not create any obligations for any third party.

VI. FINAL PROVISIONS

Article 12

1. Force majeure is found by a competent authority.
2. Force majeure, as defined by law, exonerates the signatory Parties from the fulfillment of the obligations assumed by this Agreement throughout the period in which it acts.
3. The fulfillment of the Agreement will be suspended during the period of force majeure, but without prejudice to the rights of the Parties until its occurrence.
4. The Party invoking force majeure should notify the other Party immediately and fully of its occurrence and to take any measures available to it to mitigate the consequences

Article 13

The Agreement constitutes a framework document of collaboration between the Parties, agreed to the purpose and subject matter of the Agreement.

Article 14

Any communication between the Parties in connection with this Agreement shall be in writing, by e-mail, subject to written confirmation of receipt of the communication.

Article 15

This Agreement was drafted in two (2) original copies, in English, one for each party.

Civil Service Agency of the FBIH

Bosnia and Herzegoavina

Refik BEGIĆ

DIRECTOR

Institute of Public Administration (IPA)

Bulgaria

Pavel IVANOV

EXECUTIVE DIRECTOR