

27 September 2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
CEPS – The Business Studies Center in Kiseljak**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Business Studies Center (hereinafter “CEPS”), headquartered in Kiseljak. UNDP and the Business Studies Center are hereinafter referred to as a “Party” and jointly as the “Parties”.

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP, represented by Country Office in Bosnia and Herzegovina is interested in enhancing its development activities in improving the rule of law in BiH;

WHEREAS, the Business Studies Center is an organization duly organized under the laws of Bosnia and Herzegovina and committed to improvement of education quality in BiH through continuous professional development and research in area of Criminology, Traffic, Business Economy, Energetics, Protection on Work and Fire protection.

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

The objective of the collaboration is improvement of rule of law activities in BiH. The cooperation will include the exchange of information for the purpose of research, exchange of technical literature, organization of round tables, conferences, seminars, involvement of practitioners and visiting professors.

procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/ programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V

Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Party products or services.

5.2 The Party acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

5.3 Nothing in this MOU grants to the Party the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

5.4 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VIII Representations

Business Studies Center represents that it is an organization in good standing duly organized under the laws of Bosnia and Herzegovina. Business Studies Center shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

Article IX Settlement of Disputes

9.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

9.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article X Miscellaneous

11.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

11.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment.

Article XI Privileges and Immunities