

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
AND THE
SERBIAN CHAMBER OF ENGINEERS**

This Memorandum of Understanding ("MOU") is entered into between the United Nations Office for Project Services, **Implementing Partner of the "European Progress" Programme** (hereinafter referred to as "UNOPS"), and **The Serbian Chamber of Engineers ("SCOE")**, UNOPS and **The Serbian Chamber of Engineers ("SCOE")**, are hereinafter collectively referred to as the "Parties".

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, the UNOPS Strategic Plan for 2014-2017 highlights UNOPS' commitment to providing its partners with advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS, **The Serbian Chamber of Engineers ("SCOE")**, recognizes that UNOPS, in these mandated areas, possesses comparative advantage and expertise;

WHEREAS the Parties acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the two organizations would be of mutual benefit and increase thereby the effectiveness of each Party in fulfilling its mandate, role and function;

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

**Article I
Purpose**

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

**Article II
Areas of Cooperation**

2.1 The Serbian Chamber of Engineers ("SCOE"), will provide the conditions for the series of lectures and educational courses in FIDIC contracting procedures and models for the Municipalities as specified by the UNOPS. The Serbian Chamber of Engineers ("SCOE") will



- Provide the institutional support and the coherence with the national institutions through embedding the training curricula into their permanent education programme
- Participate in the definition of the training curricula,
- Participate in the selection of lecturers and providing premises for trainings
- Participate in evaluation of trainings in its professional capacity
- Provide logistics and technical organization of educational courses

The UNOPS-European PROGRES will perform all procurement activities, as defined for this action in the Programme Documents.

The Serbian Chamber of Engineers ("SCOE") will not be entitled for any financial support from UNOPS-European PROGRES.

Article III

Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV

Implementation of the MOU

4.1 Each Party shall be solely responsible for the correct implementation of its responsibilities under the MOU. No transfer of funds from one Party to the other Party is envisaged herein and, therefore, each Party shall be responsible for bearing its own costs and/or expenses relating to the activity.

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

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific contribution agreement concluded hereunder, will be the responsibility of both Parties

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 Term, Termination, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, as defined in Article VIII unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods of one year.

5.2 In the event of termination of the MOU, any contribution or project agreements concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the contribution agreements and project agreements are brought to a prompt and orderly conclusion.

5.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VI Notices and Addresses

6.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNOPS:
Graeme Tyndall
Manager
European PROGRES Programme

Šumatovačka 59
11000 Belgrade, Serbia

For The Serbian Chamber of Engineers ("SCOE"),
Dragoslav Šumarac
President of the Assembly
Serbian Chamber of Engineers
Bulevar vojvode Mišića 37/II
11000 Belgrade, Serbia

Article VII Miscellaneous

7.1 This MOU and any related contribution agreements or project agreement 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.

Article VIII Entry into Force

8.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date ("Effective Date") in which it is duly signed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UNOPS:



Bruce McCarron
Regional Director
UNOPS Director of Asia, Europe and
Middle East Office



FOR Serbian Chamber of Engineers ("SCOE"),


Milovan Glavonjić
President of the Serbian Chamber of
Engineers




Dragoslav Šumarac
President of the Assembly of Serbian
Chamber of Engineers



Date: 28 June 2014

Date: