

Agreement

between the

**Organization for Security and Co-operation in Europe
and**

**Ministry of Justice of Serbia
for**

Drafting of the Law on Witness Protection

The Organisation for Security and Co-operation in Europe is hereinafter referred to as “the OSCE” and the Ministry of Justice of Serbia is hereinafter referred to as “MoJ”

Considering that the OSCE is financially supporting and assisting the implementation of the Project on the Drafting of Law on Witness Protection.

Considering that the MoJ shall implement the Project

The OSCE and the MoJ have agreed the following:

Article 1: Project

Description of the Project is attached to the agreement.

Article 2: Implementation of the Project

1. In implementing the Project the MoJ will take responsibility for organising the following activities:
 - Organise the work of the Working Group for drafting of the Law on Witness Protection;
 - Provide, in co-operation with the OSCE adequate fees for the members of the Working Group;Provide, in co-operation with the OSCE, adequate office premises, equipment, and all necessary materials for the work of the Working Group
2. The implementation of the Project shall start on May 01 2004 and end on June 30 2004.
3. Should circumstances arise which call the feasibility or validity of the Project into question or, if either of the parties want to make major adjustments to the objectives of the project then both parties must agree in writing to the proposed changes s before continuing with the implementation of the Project or before implementing such changes.

Article 3: Staff Required for the Implementation of the Project

1. To implement the Project as mentioned in Article 2 above, MoJ shall engage and supervise the six Members of the Working Group
2. MoJ shall enter into contracts directly with the staff listed in Article 3(1). The staff shall work under the supervision and responsibility of MoJ. The OSCE will not be responsible for the staff engaged by the MoJ.

Article 4: Budget and Payments

1. A budget proposal provided by MoJ and agreed to by the OSCE, containing the estimated costs and attached in Annex, shall form an integral part of this agreement. MoJ shall assume financial responsibility for the execution of this budget.

Contribution paid in several instalments

2. The OSCE shall provide funds for the Project activities in an amount not exceeding EURO 9,000, which shall be paid in two instalments. MoJ shall acknowledge receipt of the contribution within seven days of receipt of each instalment.
 - (a) A first instalment of EURO 2,700 equivalent to 30% of the funds required shall be paid within five days after signature of this agreement;
 - (b) A second instalment of EURO 6,300 equivalent to 70% of the funds required shall be paid within five days of the receipt of the final financial and narrative report as provided for in Article 5 of this agreement;
2. The payments in YUM shall be transferred to the following bank account number 840-732121843-70 for the Ministry of Justice of the Republic of Serbia.

Article 5: Reporting

1. MoJ shall provide the OSCE Project manager with a financial and narrative report, no later than thirty days following the completion of the Project.
2. The narrative report shall provide:
 - (a) A brief reiteration of the Project objectives;
 - (b) A summary of the activities undertaken;
 - (c) Information on the achievement of the objectives;
 - (d) An evaluation of the Project, including any problems or successes encountered;
 - (e) The impact expected.
3. The final financial statement shall provide information on the financial status of the Project, including income, expenditures and unspent balance.

4. The reports shall be submitted in English or Serbian.

Article 6: Obligation to Repay

1. The portion of the contribution paid under this agreement which has not been utilized at the completion of the Project shall be repaid to the OSCE within thirty days following the completion of the Project.
2. The OSCE may reclaim the disbursed amount, wholly or in part, from MoJ if substantial changes occur from the agreed plans and budget without OSCE consent.

Article 7: Liability

1. MoJ shall ensure that the OSCE shall not suffer harm from claims, losses and damages, which the OSCE may sustain in consequence of or arising out of its funding of the Project activities.
2. Both parties, and the staff placed under the supervision of the MoJ for the implementation of the Project, shall avoid any action, which may adversely reflect on the image and status of either party.

Article 8: Advertising

The OSCE funding of Project activities shall be acknowledged in any printed material prepared in connection with the Project. Where appropriate, MoJ shall acknowledge the OSCE in publications, speeches, and press releases or in any similar mediums.

Article 9: Communication

1. All communications relating to the implementation of the Project shall be addressed as follows:
 - (a) For the OSCE:
 - Project Manager (Branko Nikolic):
 - Address (Cakorska 1, Belgrade)
 - Telephone (011 3606 183)
 - E-mail (Branko.Nikolic@osce.org)
 - (b) For MoJ:
 - Project Manager (Aleksandra Popovic)
 - Address (Nemanjina 22, Belgrade)
 - Telephone (011 3631 775)
 - E-mail (apopovic@mpravde.sr.gov.yu)

Article 10: Arbitration

Disputes between the parties that cannot be settled amicably shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One sole arbitrator shall be appointed who shall have full powers to make final and binding decisions. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

Article 11: Entry into Force, Termination and Amendment

1. This agreement shall enter into force when signed by both parties and remain valid until the execution of the obligations deriving from this agreement, unless it is terminated by the provision of not less than fourteen days written notice by the OSCE or MoJ.
2. In case of termination and without prejudice to Article 6 above, MoJ shall be entitled to payment of the contribution only for the part of the Project carried out.
3. Any modification of this agreement shall be subject to the written approval of both parties.

Completed in Belgrade in two originals, both in the English and the Serbian language.

For MoJ

Zoran Stojkovic

Minister of Justice of Serbia

Date and Signature

For the OSCE

Maurizio Maasari

Head of OSCE Mission to Serbia and Montenegro

Date and Signature

Annex:

Budget with estimated costs

ANNEX

Budget Breakdown for Drafting Law on Witness Protection

	<i>Description</i>	<i>Price/unit €</i>	<i>Qty</i>	<i>Period of time</i>	<i>Total price €</i>
Expert Fees	<i>Compensation</i>	100 €	6	12 days	7,200 €
Stationary and Materials	/	/	/	/	500 €
Translation Costs	/	/	/	/	1000 €
Unexpected Costs	/	/	/	/	300 €
TOTAL					9,000 €

The payment will be done in yu dinars.