

MEMORANDUM OF UNDERSTANDING
BETWEEN
ORGANIZATION FOR SECURITY CO-OPERATION IN EUROPE
AS REPRESENTED BY THE MISSION TO BOSNIA AND HERZEGOVINA

AND
UNIVERSITY OF EAST SARAJEVO, FACULTY OF TECHNOLOGY ZVORNIK
AND

UNIVERSITY OF SARAJEVO, FACULTY OF SCIENCE

FOR THE IMPLEMENTATION OF THE “CITIZEN SCIENTIST” PROJECT

This Memorandum of Understanding (hereinafter referred to as the “Memorandum”) is concluded between the University of East Sarajevo, Faculty of Technology Zvornik (hereinafter referred to as the “Faculty of Technology Zvornik”), University of Sarajevo, Faculty of Science (hereinafter referred to as the “Faculty of Science”) and the Organization for Security and Co-operation in Europe, through its Mission to Bosnia and Herzegovina (hereinafter referred to as the “OSCE”), individually referred to as the “Party” and jointly as the “Parties”.

NOW, THEREFORE, the Parties have agreed as follows:

I
Purpose and Scope of the Memorandum

This Memorandum formalizes the agreement on implementation of the Project “**Citizen Scientist**” (hereinafter referred to as the “Project”). The agreed areas of co-operation between the Parties are described under Article IV of this Memorandum.

II
Duration of the Project

This Memorandum shall enter into force upon signature by all Parties and shall remain in force until the Parties fulfil the obligations deriving from the Memorandum.

III Principles of Co-operation

1. The co-operation between the Parties shall be based on the principles of mutual respect and understanding, consultation and need for joint effort in implementing the Project.
2. The Parties shall provide and exchange information with respect to implementing the Project.
3. The Parties shall be transparent and act in good faith in all areas of co-operation.
4. The Parties shall ensure mutual visibility in relation to the public reporting about the Project.

IV Responsibilities of the Parties

Valuing the significance of the Project, the Parties shall commit to this collaboration and provide support and assistance for the implementation of the Project.

1. The Faculty of Science shall:

- (a) Provide expertise and assistance in planning and developing Project activities and guiding Project implementation;
- (b) Conduct initial sampling/physical-chemical and microbiological analysis within a selected area of the River Drina in order to gauge current water quality as well as mapping pollution sources in a geographic information system (GIS);
- (c) Obtain all necessary permits and permissions for the scientific collection of water and fish samples and inform relevant inspection bodies;
- (d) Contact potential stakeholders (education institutions, non-governmental organizations, sport-fishing associations and others) and invite them to participate in Project activities (water and fish sampling exercises);
- (e) Conduct sampling exercises with the abovementioned groups;
- (f) Conduct laboratory analysis of samples collected for the purpose of producing a draft report for review by the OSCE on the ecological state of the River Drina; and
- (g) Present Project findings within suitable fora, including OSCE-organized events.

2. The Faculty of Technology Zvornik shall:

- (a) Provide expertise and assistance in planning and developing Project activities and guiding Project implementation;
- (b) Conduct initial sampling/determination of physical-chemical parameters, heavy metal levels and biological parameters, as well as mapping pollution sources in a geographic information system (GIS);
- (c) Obtain all necessary permits and permissions for the scientific collection of water and fish samples and inform relevant inspection bodies;
- (d) Contact potential stakeholders (education institutions, non-governmental organizations, sport-fishing associations and others) and invite them to participate in Project activities (water and fish sampling exercises);
- (e) Conduct sampling exercises with the abovementioned groups;
- (f) Conduct laboratory analysis of samples collected for the purpose of producing a draft report for review by the OSCE on the ecological state of the River Drina; and
- (g) Present Project findings within suitable fora, including OSCE-organized events.

The OSCE shall, subject to its Regulations and Rules:

- (a) not exceed the applicable allotted Environmental Project budget for year 2023;

- (b) Monitor the implementation of the Project;
- (c) Support adequate participation in Project activities (sampling exercises) by facilitating local contacts and following up with potential stakeholders/participants;
- (d) Provide organizational and logistical support to the implementation of Project activities, including through the provision of lunches/refreshments and transportation for Project participants as determined in the OSCE's sole discretion;
- (e) Engage and remunerate subject matter experts responsible for the preparation of fieldwork, conducting field and laboratory analysis, and report writing, as determined in the OSCE's sole discretion;
- (f) Promote visibility of the Project by enabling its presentation at OSCE-organized and other relevant events and by discussing the Project and its findings with local decision-makers; and
- (f) Cover the costs of consumables and chemicals needed for sampling/determination of physical-chemical parameters and levels of heavy metal pollution, as determined in the OSCE's sole discretion and;
- (g) Provide timely feedback and review of the draft report(s) presented to it by the other Parties.

V Communication

All communication relating to the implementation of the Memorandum shall be addressed as follows:

For the OSCE: Edmund Wright, Executive Officer to the Deputy Head of Mission Fra Andela Zvizdovića 1, UNITIC Tower A 71000 Sarajevo Bosnia and Herzegovina +387 33 952 113 (ext: 2113) edmund.wright@osce.org	For the Faculty of Science: Samir Đug, Full professor Zmaja od Bosne 35 71000 Sarajevo Bosnia and Herzegovina sdug@email.com	For the Faculty of Technology Zvornik: Ljubica Vasiljević, Full professor Karakaj 34A 75400 Zvornik Bosnia and Herzegovina ljubicav09@gmail.com
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VI Liability

1. The OSCE shall not assume any responsibility or liability towards third parties for any claims, debts, demands, damages or losses as a result of acts or wilful omissions directly attributable to the other Parties during the implementation of this Memorandum.
2. The Parties shall ensure that their officials and/or agents and any other persons placed under their supervision for the purpose of implementing the Project shall avoid any action which may adversely reflect on the image and status of the Parties to the Memorandum.

VII Publicity

The Faculty of Technology Zvornik and Faculty of Science shall each obtain the OSCE's prior written permission before acknowledging the OSCE's role in publications, speeches and press releases or in any similar medium.

VIII

Intellectual Property Rights

1. All rights, title and interest, including without limitation all copyrights and patents, in and to any materials produced, invented or developed in the execution of this Memorandum shall be vested exclusively in the OSCE. The Faculty of Technology Zvornik and Faculty of Science are each granted a non-exclusive, cost-free license to use the materials produced, invented or developed in the course of the Project in a manner compatible with and as foreseen by the Project.

2. The Faculty of Technology Zvornik and Faculty of Science may use the name and logo of the OSCE only in direct connection with the Project and subject to OSCE's prior written consent.

IX

Officials not to Benefit

The Parties shall not grant to any official of the other Parties any direct or indirect benefit or preferential treatment on the basis of this Memorandum. Any breach of this provision shall constitute a fundamental breach of this Memorandum.

X

Settlement of Disputes

Any dispute, controversy or claim arising out of or in relation to this Memorandum and its interpretation shall be settled amicably through negotiations between the Parties. If the Parties fail to settle the dispute amicably within sixty (60) calendar days of commencement of the negotiations, the dispute shall be settled through arbitration. The arbitration shall be performed in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. One (1) sole arbitrator shall be appointed who shall have full powers to make final and binding decisions. The appointing authority shall be the Permanent Court of Arbitration in The Hague. The place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

XI

Privileges and Immunities

Nothing in or relating to this Memorandum shall be deemed a waiver of any of the privileges and immunities enjoyed by the OSCE and/or its officials.

XII

Termination

If a Party believes that the Memorandum can no longer be executed appropriately, it shall consult the other Parties as soon as possible. Failing consensus on a solution, any Party may terminate the

Memorandum by serving thirty (30) calendar days' written notice to the other Parties, without being required to pay any compensation.

XIII Amendments/Final Provisions}

Any modification of this Memorandum and/or its future Annexes shall be subject to the written approval of all Parties.

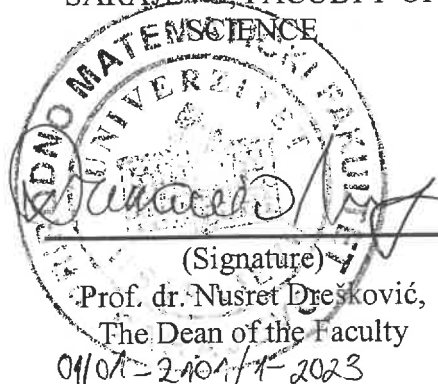
XIV Survival

The provisions Article VI ("Liability"), Article X ("Settlement of Disputes") and Article XI ("Privileges and Immunities") shall survive any termination or expiration of this Memorandum.

XV Signature

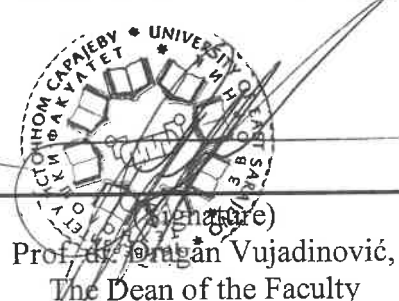
The signatories of this Agreement hereby declare that they have the authority to take such roles and make such commitments as set forth in this Memorandum on behalf of the organizations they respectively represent.

FOR AND ON BEHALF OF
THE UNIVERSITY OF
SARAJEVO, FACULTY OF


(Signature)
Prof. dr. Nusret Drešković,
The Dean of the Faculty
01/01-2101/1-2023

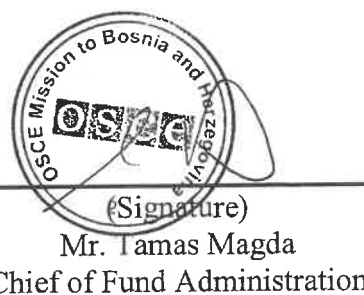
26.09.2023.
(Date)

FOR AND ON BEHALF OF
THE UNIVERSITY OF EAST
SARAJEVO, FACULTY OF
TECHNOLOGY ZVORNIK


(Signature)
Prof. dr. Organić Vujadinović,
The Dean of the Faculty

21.06.2023.
(Date)

FOR AND ON BEHALF OF
THE OSCE


(Signature)
Mr. Tamas Magda
Chief of Fund Administration

07.06.2023
(Date)

Signed in three (3) authentic copies in the English language, of which each Party shall retain a copy.