

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

UNVERSITY 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 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:

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 both 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 partnership and provide support and assistance for the implementation of the Project.

1. The Faculty of Science shall:

- (a) Develop a plan of activities in order to guide 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;
- (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 final report on the ecological state of the River Drina; and
- (g) Present Project findings within suitable fora, including OSCE-organized events.

2. The OSCE shall:

- (a) Monitor the implementation of the Project;
- (b) Support adequate participation in Project activities (sampling exercises) by facilitating local contacts and following up with potential stakeholders/participants;
- (c) Provide organizational and logistical support to the implementation of Project activities, including through the provision of lunches/refreshments and transportation for project participants;
- (d) Engage and remunerate subject matter experts responsible for the preparation of fieldwork, conducting field and laboratory analysis, and report writing; and
- (e) 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.

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

VI Liability

- 1. The OSCE shall not assume any responsibility or liability towards third parties for any claims, debts, demands, damage or losses as a result of acts or wilful omissions directly attributable to the other Party 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

Where appropriate, the Faculty of Science shall acknowledge OSCE's role in publications, speeches and press releases or in any similar mediums.

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 Science may 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 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 Party 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 Party as soon as possible. Failing consensus on a solution, either Party may terminate the Memorandum by serving thirty (30) calendar days' written notice, without being required to pay any compensation.

XIII Amendments/Final Provisions

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

XIV Survival

Provisions of 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 SCIENCE

FOR AND ON BEHALF OF THE OSCE

Prof. dr. Nusret Dreskovič The Dean of the Faculty

The Dean of the Faculty

06/01-1313 ((Date))22

(Signature)
Tamas Magda

Wooldolgon'C'

Chief of Fund Administration

12/05/2022

(Date)

Bosnia and Herzegovilli

Signed in two (2) authentic copies in English language, of which each Party shall retain a copy.