



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
PROSECUTION COUNCIL**

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 Prosecution Council (hereinafter the “Partner”), headquartered in Prishtine/ Pristina. UNDP and the Partner are hereinafter referred to individually 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 UNDP Kosovo is interested in supporting the improvement of access to justice and language rights at the Basic Prosecution Offices through the Partner.

**WHEREAS**, the Partner is a prosecutorial entity duly organized under the laws of central institution and committed to the justice system’s laws, rules and regulations;

**WHEREAS**, the Parties wish to cooperate in areas of mutual concern related to UNDP’s development efforts;

**WHEREAS**, the Partner will work jointly with UNDP to:

- Increase the efficiency and effectiveness of the prosecution offices through engagement of legal prosecution officers in all seven Basic Prosecution Offices.
- Improve the digital and technical infrastructure and equipment of the Partner and the Basic Prosecution Offices.
- Support language rights in prosecution proceedings.

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

**Article I  
Purpose and Scope**

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of cooperation identified in Article II below.

**Article II  
Areas of Cooperation**

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies and procedures:

- i. Improving people's access to justice.
- ii. Improving the efficiency, effectiveness, and accountability of the prosecutorial system.
- iii. Improving language rights in prosecutorial proceedings.
- iv. E-justice and technological solutions for prosecutorial institutions.
- v. Efficient application of environmental laws.
- vi. Capacity development of legal practitioners.

**Article III  
Consultation and Exchange of Information**

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which may lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will 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 will, 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 will be subject to the procedures applicable to such meetings or conferences.

**Article IV**  
**Use of Name and Emblem and Publicity**

- 4.1 Neither Party will 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 Partner or the Partner's products and/or services.
- 4.2 The costs of public relations activities relating to the partnership will be the responsibility of the Partner.
- 4.3 The Partner 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.
- 4.4 Nothing in this MOU grants the Partner the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.
- 4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article V**  
**Term, Termination, Renewal, Amendment**

- 5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of two (2) years from the Effective Date, as defined in Article XI ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of three (3) years under the same terms and conditions.
- 5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.
- 5.3 Notwithstanding any other provision to the contrary in this MOU, UNDP shall have the right to terminate this MOU with immediate effect if it becomes aware of any event or circumstances that, in the sole opinion of UNDP, may cause reputational risk or injury to UNDP or may be contrary to UNDP's status, neutrality, ideals or objectives.

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5.4. This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

### **Article VI Representations and Undertakings**

6.1 The Partner represents that it is an organization in good standing duly organized under the laws of central institutions and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

6.2. The Partner represents that it is not involved in any activity that may be in contravention of or have a negative or adverse impact on UNDP's status, neutrality, ideals and objectives or its image and reputation. Without prejudice to the provisions in Article V above, the Partner shall promptly notify UNDP of any event or circumstances that may affect the Partner that may cause reputational risk or injury to UNDP, including investigations or legal proceedings.

### **Article VII Notices**

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 UNDP: Nuno Queirós,  
UNDP Resident Representative  
UNDP Kosovo,  
Zagrebi St. No. 58,  
10000 Pristina

For the KPC: Ardian Hajdaraj,  
Chairperson of KPC  
Str. Luan Haradinaj 100  
10000 Pristina



**Article VIII**  
**Legal Provisions Relating to Implementation**

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor and subcontractors, in connection with this MOU and its implementation.

8.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

8.3 The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

8.4 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

**Article IX**  
**Settlement of Disputes**

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably by the Parties 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**  
**Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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**Article XI  
Effectiveness**

This MOU will become effective on the date on which it is duly signed by both Parties ("Effective Date").

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

**FOR UNDP:**



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Name: Nuno Queirós

Title: Resident Representative

13-11-2024  
Date

**FOR PROSECUTION COUNCIL:**



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Name: Ardian Hajdaraj

Title: Chairperson of the Prosecution Council

13-11-2024  
Date