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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE SOUTHEAST EUROPE POLICE CHIEF ASSOCIATION (SEPCA)**

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 Southeast Europe Police Chief Association (hereinafter “SEPCA”), headquartered in Sofia, Bulgaria. UNDP and SEPCA are hereinafter jointly referred to 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 sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

WHEREAS, UNDP represented by the Regional Bureau for Europe and the CIS (RBEC) is interested in enhancing its development activities in promoting a secure environment for sustainable development through preventing and reducing the potential for, and incidence of armed violence;

WHEREAS, SEPCA is an organization duly organized under the laws of the Republic of Bulgaria and committed to building public security in the South Eastern Europe (SEE), through its co-operative police services, together with the citizens and its partner organizations;

WHEREAS SEPCA favours partnerships to reduce duplications and increase synergies between public security institutions and with other international organizations;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

WHEREAS, it is the shared intention of the Parties to co-ordinate their efforts within the framework of the tasks assigned to them and within available resources in order to make a significant impact on the quality of policing services in SEE in accordance with democratic principles, hence contributing towards improving Human Security;

WHEREAS, the South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC) was launched in May 2002 in Belgrade under

the auspices of UNDP and provides project development support, technical support, knowledge generation and management to various regional projects, including SEPCA's project on the establishment of the Women Police Officers' Network (WPON); **NOW, THEREFORE**, the Parties agree to cooperate as follows:

Article I Purpose

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.

The Parties envisage that their collaboration will promote and facilitate activities in the following areas, in line with the Parties' respective regulations, rules, policies and procedures:

- the continued development and integration of democratic policing principles in the SEE region;
- collaboration and cooperation in the development and implementation of policing strategies, systems and procedures in the SEE region;
- the professional development of police in the SEE region;
- measures to prevent and combat crime including sexual and gender-based violence and to develop partnerships between police and the community; and
- the implementation of community policing concepts, practices and strategies.

Article II Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

- i) Developing integrated and comprehensive initiatives, linked to the areas referenced under Article I, with the aim to prevent armed violence and improve local community security in order to reduce the demand for weapons by addressing the root causes of armed violence;
- ii) Sharing of information relevant to the areas of envisaged collaboration referenced under Article I.

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 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

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

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of SEPCA.

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 Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any 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 Partner services.

5.2 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.

5.3 Nothing in this MOU grants to Partner the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

5.4 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI Term, Termination, Amendment

6.1 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 XII, 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 two years.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents 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 cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

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

Article VII Notices and Addresses

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:

Mr. Haoliang Xu
Deputy Director for the UNDP Regional Bureau for Europe
and the CIS
One United Nations Plaza, DC1- 1600
New York
NY 10017, USA

For The Southeast Europe Police Chiefs Association (SEPCA):

Mr. Veselin Veljović
President
Southeast Europe Police Chiefs Association
SEPCA Executive Secretariat
1 "Alexander Malinov" Blvd.
1715 Sofia, Bulgaria

Article VIII Representations

SEPCA represents that it is an organization in good standing duly organized under the laws of the Republic of Bulgaria. SEPCA shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

Article IX Settlement of Disputes

8.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

8.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the 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.

**Article XI
Miscellaneous**

This MOU and any related co-financing agreements and project document 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 XII
Entry into Force**

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.

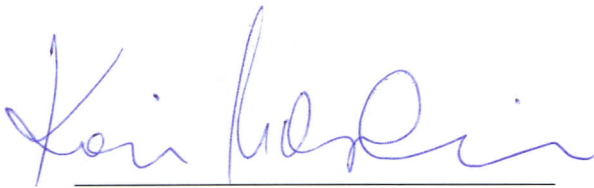
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

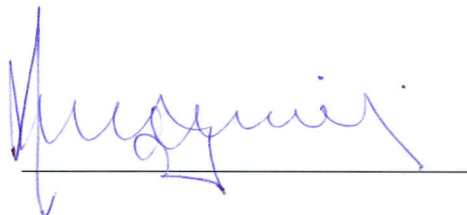
FOR UNDP:

Ms. Kori Udovički
Assistant Administrator and Regional
Director
Regional Bureau for Europe and the CIS

FOR SEPCA:

Mr. Veselin Veljović
President
Southeast Europe Police Chiefs
Association





29.November 2011