

## MEMORANDUM OF UNDERSTANDING

between

**The Organization for Security and  
Co-operation in Europe  
Programme Office in Dushanbe  
Border Management Staff College (BMSC)**

and

**the Bohdan Khmelnytskyi National Academy  
of the State Border Guard Service of Ukraine**

The ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE Programme Office in Dushanbe (hereinafter referred to as the "OSCE"), located at Akhmadi Donish Street 18a, 734012, Dushanbe, Tajikistan,

and

THE BOHDAN KHMELNYTSKYI NATIONAL ACADEMY OF THE STATE BORDER GUARD SERVICE OF UKRAINE (hereinafter referred to as the "Academy"), located at Shevchenko St, 46, Khmelnytskyi, Khmelnytskyi Oblast, Ukraine, 29000

hereinafter jointly referred to as the "Parties", and individually as the "Party",

ACKNOWLEDGING the need for continuous improvement of the educational and training process, the use of the latest pedagogical methods and techniques in the process of training and advanced training of border/law enforcement services,

RECOGNIZING the joint interest of the Parties in developing cooperation,

Now, therefore, the Parties have agreed hereby to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU"), on the following:

### **Article 1 General provisions**

**1.1. Definitions.** As used in this MoU, these terms shall be defined as follows:

- (a) "*Border/law enforcement services*" – means agencies responsible for border control and state border protection (security, border checks and/or other border management activities) and are separate agencies or parts of the relevant ministries;
- (b) "*Educational institutions*" – means academic institutions or training centers of border/law enforcement agencies responsible for basic training, advanced training or in-service training;
- (c) "*Participants*" – means the management and teaching staff, cadets, students and trainees of educational institutions; and
- (d) "*Force majeure*" - means any unforeseeable exceptional situation or event beyond the control of the Parties which prevents either of them from fulfilling any of their obligations under this MoU, is not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all reasonable efforts.

1.2. **Aim of the MoU.** This MoU creates a framework of co-operation between the Parties and defines responsibilities and roles of the Parties, as provided in the Article 2

## **Article 2** **Subject of the MoU**

2.1. The Parties, in accordance with their rules and regulations and within their competence, maintain cooperation, including in the following areas:

- exchange of scientific and technical information, educational and methodological literature;
- organization of joint trainings, conferences, seminars and other educational and research activities, as well as participation in them;
- organization of joint events for the exchange of professional experience between the participants;
- exchange of participants, if necessary.

2.2. The activities implemented under this MoU, where possible, will be carried out in accordance with industry best practices and standards.

## **Article 3** **MoU Implementation Mechanism**

3.1. The Parties shall organize a meeting of representatives of educational institutions and training centers of the Parties to develop and plan joint activities for the subsequent period, as well as to formulate reports on the work done and monitor progress on implementation of this MoU.

3.2. Cooperation plans agreed upon during the meetings shall be attached to the minutes of the meeting of the Parties. The Parties, subject to the availability of resources, make efforts to create favourable conditions for cooperation through joint events and actions.

3.3. The conditions for the participation of each of the Parties in such events/projects will be determined by separate agreements.

3.4. Cooperation of the Parties shall be carried out by holding meetings of representatives of the Parties and/or using technical means of communication (remotely). The meetings are held on the principle of rotation as agreed by the Parties.

3.5. All costs associated with holding meetings of representatives of the Parties are subject to prior agreement. Unless otherwise agreed, all costs, with the exception of international travel costs for obtaining insurance policies and visas, shall be borne by the host Party. The costs associated with the use of communication facilities shall be paid by the Parties on their own.

3.6. As a general principle, cooperation and exchange of information arising from this MoU shall be carried out free of charge, unless the Parties agree otherwise.

3.7. The Parties express their intention to take actions, directed to finding project opportunities and/or funding in order to implement the provisions of this MoU.

## **Article 4** **Responsibility of the Parties**

4.1. The Parties undertake all measures required to ensure the effective implementation of the MoU as provided for in Art 3 of this MoU.

4.2. The Parties shall be exempted from any liabilities in case of inadequate performance under this MoU due to a force majeure.

4.3. The Party affected by a force majeure undertakes to give notice to the other Party as soon as reasonably practicable via the established focal points.

## **Article 5**

### **Liability and Indemnification**

In the event of non-compliance by the Academy with the terms of this MoU, the Academy shall indemnify, hold and save harmless and defend the OSCE at its own expense, its officials, agents and persons performing services for the OSCE, from and against all suits, claims, demands, losses, damages and liability of any nature and kind, arising out of or in connection with the implementation of the Project, or which the OSCE may incur or suffer as a result of an action or inaction of the Academy, its officials, agents and persons performing services for the Academy.

## **Article 6**

### **Communication**

6.1. The OSCE and the Academy shall each appoint a Contact Person. The respective Contact Persons will be the focal points in matters of co-operation between the OSCE and the Academy.

6.2. All communications relating to the implementation of the Project shall be addressed as follows:

#### **For the Academy:**

Assistant Rector of the Academy for International and  
Interacademic Cooperation – Head of Group on International and  
Interacademic Cooperation

Colonel Andrii Yankovets  
Tel. +380672887763  
E-mail: ayankovets@dpsu.gov.ua

#### **For the OSCE:**

Head of Training and Education Department  
Ihar Kuzminich  
Tel. +992 (37)226-50-14/15/16  
E-mail: info@bmsc@osce.org, bmsc@osce.org

## **Article 7**

### **Disclosure**

7.1. The Parties shall ensure the confidentiality of information obtained jointly in the process of cooperation, and also undertake not to use such information to the detriment of the providing Party and not to transfer it to third parties without the written consent of the Party that provided such information.

7.2. The Parties may disclose details of this MoU and information with respect to activities carried out under this MoU to the public in accordance with the Parties' relevant policies.

7.3. Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take appropriate action to protect confidential and/or classified information of the other Party.

## **Article 8**

### **Settlement of disputes**

Any dispute on interpretation and application of this MoU shall be resolved through direct consultation 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.

Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One (1) sole arbitrator, who shall have full powers to make final and binding decisions, shall be appointed. 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.

**Article 9  
Privileges and Immunities**

Nothing in or relating to this MoU shall be construed as a waiver, express or implied, of any of the privileges and immunities enjoyed by the OSCE and its officials.

**Article 10  
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 MoU. Any breach of this provision shall constitute a fundamental breach of this MoU.

**Article 11  
Amendment and Termination**

11.1. This MOU may be amended upon mutual agreement of the Parties. Changes are drawn up in the form of minutes and come into force from the moment they are signed by all Parties.

11.2. Each of the Parties may terminate this MoU by sending prior notification in writing to the other Party, indicating the termination date of the MoU, but no later than 2 (two) months before the next scheduled event.

**Article 12  
Duration**


This MoU shall enter into force upon the date of the last signature of the Parties and shall remain valid until the completion of all activities unless earlier terminated in writing by either Party in accordance with Article 9 of the MoU.

**Article 13  
Survival**

Provisions of Article 5 ("Liability and Indemnification"), Article ("Disclosure"), Article 6 ("Settlement of Disputes") and Article 7 ("Privileges and Immunities") shall survive any termination or expiration of this MoU.

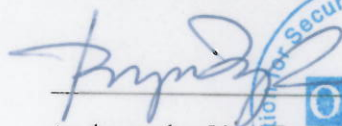
Signed in English, in two copies one copy for each Party, with all copies being authentic.

On behalf of the Academy:

  
Major General Oleksandr Lutskyi

Date: 02.06.2022

On behalf of the OSCE:

  
Ambassador Vuc Zujovic  
Acting Head of Office

Date: 14.06.2022