

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SERBIA
AND
THE OTHER MEMBERS OF THE EDUCATION REFORM INITIATIVE OF
SOUTH EASTERN EUROPE
ON THE SEAT OF THE SECRETARIAT OF THE EDUCATION REFORM
INITIATIVE OF SOUTH EASTERN EUROPE

The members of the Education Reform Initiative of South Eastern Europe, (hereinafter “ERI SEE”) as Parties to the present Agreement (hereinafter referred to as “the Parties”);

Building upon the commitments of the Memorandum of Understanding on the Role and Organization of the Education Reform Initiative of South East Europe (ERI SEE), signed at Brdo, Slovenia, on 5 June 2010, by the Ministers responsible for Education and Higher Education of the Republic of Albania, the Republic of Croatia, the Republic of Macedonia, Montenegro and the Republic of Serbia, with the participation of special invitees: a representative of the Secretary General of the Regional Cooperation Council (RCC) and the Chair of the RCC Task Force Fostering and Building Human Capital (TFBHC), and Republic of Moldova and Bosnia and Herzegovina that acceded to the Memorandum of Understanding by the Protocols signed by relevant Ministers of Education and ERI SEE Chair on 27 December 2010 and 11 March 2011, respectively (hereinafter “the Memorandum of Understanding”);

Noting also that the Memorandum of Understanding provides for the establishment of the ERI SEE Secretariat with the seat located in one of the ERI SEE Members;

Recalling the unanimous decision of the Governing Board to accept the proposal of Republic of Serbia to designate Belgrade as a location of ERI SEE Secretariat new seat;

Wishing to regulate the privileges and immunities necessary for the functioning and successful accomplishment of the mission of the Secretariat.

Have agreed as follows:

Article 1
DEFINITIONS

For the purposes of this Agreement:

- a) **“Host Country”** shall mean the Republic of Serbia;
- b) **“Government of the Host Country”** shall mean the Government of the Republic of Serbia.
- c) **“Secretariat”** shall mean the Secretariat of the Education Reform Initiative of South Eastern Europe;
- d) **“Director of the Secretariat”** shall mean a person appointed as Director of the Secretariat of the Education Reform Initiative of South Eastern Europe;
- e) **“Staff Member”** shall mean a staff member of the Secretariat discharging duties in the Secretariat on a full-time basis, excluding those referred to in subparagraph (j) and (k) of this Article;
- f) **“International Staff”** shall mean a staff member who is not citizen of the Republic of Serbia, nor a foreign citizen with permanent residence in the Republic of Serbia;
- g) **“Locally Recruited Staff”** shall mean a staff member, a citizen of the Republic of Serbia, or a foreign citizen with permanent residence in the Republic of Serbia.
- h) **“Family Member”** shall mean a spouse and dependent children up to the age of 26, provided that they live in the Republic of Serbia in the same household with the staff member of the Secretariat and that they are not citizens of the Republic of Serbia nor foreign citizens with permanent residence in the Republic of Serbia;
- i) **“Premises of the Secretariat”** shall mean the building including the land ancillary thereto, occupied by the Secretariat and used exclusively for the purposes of the Secretariat, irrespective of the ownership as specified in Annex 1;
- j) **“Expert”** shall mean a person performing a temporary mission for the Secretariat, other than the activities referred to in subparagraphs, (e) and (k) of this Article;
- k) **“Representative”** shall mean an authorized representative of a member of the Education Reform Initiative of South Eastern Europe;
- l) **“Statute”** shall mean the Statute of the Education Reform Initiative of South Eastern Europe;
- m) **“Governing Board”** shall mean the Governing Board of the Education Reform Initiative of South Eastern Europe.

Article 2

SEAT

1. The Secretariat is hereby established. The Seat of the Secretariat shall be in Belgrade, the Republic of Serbia.
2. The Government of the Host Country shall provide to the Secretariat, free of charge, the premises, communications and logistic assistance, as specified in Annex 1 of this Agreement necessary for effective performance of its functions in accordance with the provisions of this Agreement.

Article 3

LEGAL STATUS

1. The Secretariat shall have the legal personality and legal capacity necessary to carry out its functions in order to conclude contracts, acquire and dispose of movable and immovable property and institute legal proceedings in accordance with the legislation of the Host Country.
2. The Host Country shall facilitate the provision of relevant documents for the purposes of regulating the legal status of the Secretariat.

Article 4

FINANCIAL CONTRIBUTIONS

1. The Parties undertake to provide their annual financial contributions to the annual budget of the Secretariat in accordance with the Memorandum of Understanding in particular Annex 3 of the Memorandum, attached as Annex 2 for ease of reference.
2. Upon expiry of the period provided for in Annex 3 of the Memorandum of Understanding, or in the event of accessions, the Parties shall provide their financial contributions in accordance with the decisions of the Governing Board as provided for in the Statute.
3. In addition to the annual financial contribution, in accordance with the Memorandum of Understanding, Annex 3, the Host Country shall provide an additional financial contribution on an annual basis for the Secretariat operational costs, as specified in Annex 1 of this Agreement.

Article 5

INTERNAL REGULATIONS

1. The Secretariat may adopt necessary internal regulations regarding the implementation and organization of its functions, in accordance with the Statute.
2. The Secretariat shall inform the competent authorities of the Host Country on relevant internal regulations.

Article 6

LOGO AND DESIGNATIONS

1. The Secretariat may display its flag, logo and other symbols on its premises and on motor vehicles of the Secretariat.
2. Motor vehicles of the Secretariat shall be entitled to diplomatic registration and a relevant status.

Article 7

IMMUNITY FROM JUDICIAL PROCESS AND ENFORCEMENT

1. The Secretariat shall enjoy immunity from judicial process and judicial and any other enforcement in the Host Country, except in case of a counter-claim related directly to the claim brought by the Secretariat or to the extent that the Governing Board expressly waived such immunity. It is, however, understood that no such waiver of immunity shall extend to any measure of enforcement. Any waiver of immunity as to measures of the enforcement has to be given explicitly.

2. Without prejudice to paragraph 1 of this Article, the Secretariat shall endeavor to resolve, through negotiation, or if such negotiations fail by means of alternative dispute resolution, all disputes arising from:

(a) Any agreement on purchase of goods and services, any loan or other transaction to provide financing, as well as any guarantee relationship or indemnification related to any such transaction or any other financial obligation;

(b) Labor disputes.

If disputes regarding the issues indicated in the paragraph 2, subparagraphs (a) and (b), can not be solved through negotiations, the relevant court of the host country will be in charge for its resolution. The disputes shall be resolved in accordance with the laws of the Host Country.

3. The Secretariat's movable and immovable property, wherever located and by whomsoever held in the Host Country, shall enjoy immunity from any measure of enforcement, including confiscation, deprivation, freezing or any other form of

enforcement or seizure or other form of dispossession provided for by the laws of the Host Country.

Article 8

INVIOABILITY OF THE SECRETARIAT

1. The Premises of the Secretariat shall be inviolable.
2. The Host Country shall guarantee that the Seat of the Secretariat is inviolable. The competent authorities of the Host Country shall be entitled to enter the premises of the Secretariat in order to perform their duties only with the consent of the Director of the Secretariat or a duly authorized Official of the Secretariat, under terms and conditions agreed to by the same. However, in the event of fire or similar emergency, such consent shall be deemed to have been granted if immediate protective measures are required.
3. Documents and archival materials of the Secretariat, including all computer applications and photographs belonging to it or in its possession, shall be inviolable.
4. The Government of the Host Country shall undertake all measures to protect the Premises of the Secretariat against any intrusion or damage, disturbance or violation of dignity of the Secretariat.

Article 9

PUBLICATIONS

Import and export of publications, as well as of other information material imported or exported by the Secretariat for its official use, shall not be subject to limitations of any sort.

Article 10

DISPOSAL OF FUNDS

The Secretariat shall, for the purpose of carrying out its functions, have the right to receive, keep, exchange, transfer all funds, currencies, cash and dispose of freely therewith, in accordance with the regulations of the Host Country. This right shall include but shall not be limited to the right to maintain a non-residential account at a business bank in the Host Country.

Article 11

UTILITY SERVICES

1. The competent authorities of the Host Country shall, at the request of the Secretariat and under fair terms and conditions, provide utility services to the Secretariat for the purpose of performing its functions.
2. Prices for utility services referred to above, not subject to Annex 1, shall not exceed the lowest comparable prices approved to diplomatic missions.
3. At the request of the competent authorities of the Host Country, the Director of the Secretariat shall seek to ensure access to the authorized representatives of the utility service companies, to check, repair, maintain or relocate installations in the Secretariat's premises, as may be necessary, provided this does not interfere with the functioning of the Secretariat.

Article 12

EXEMPTION FROM DUTIES AND TAXES

1. The Secretariat, its assets, income and other property shall be exempt from national and local taxes. This exemption shall not apply to taxes and appropriations which are deemed to be charges for utility services offered according to the established rates, according to the quantity of services delivered, which can be identified, described and divided.
2. With regard to the value added tax included in prices or charged separately, exemption shall apply only to the reasonable quantities of articles purchased and services delivered for the official use by the Secretariat, in which case the goods purchased for its use, in respect to which exemptions apply in accordance with this provision, may not be sold, given away or disposed of in any other way, except under conditions agreed with the Government of the Host Country.

Article 13

EXEMPTION FROM IMPORT DUTY

1. The Secretariat shall be entitled to import duty and customs free, reasonable quantities of goods for its official use, including motor vehicles.
- .

Article 14

SOCIAL SECURITY

1. The Director and Staff Members of the Secretariat, provided that they are International Staff, shall be exempted from paying obligatory contributions in connection to any type of social security in the Host Country.
2. The Director and Staff Members of the Secretariat provided that they are Locally Recruited Staff shall be subject to all obligatory contributions in accordance with the legislation of the Republic of Serbia.

Article 15

DIRECTOR OF THE SECRETARIAT

1. Throughout his term of office in the Host Country, the Director of the Secretariat shall be accorded privileges granted to heads of similar offices of international organizations in the Host Country.
2. The Director, who is a member of International Staff, shall enjoy the immunities and privileges provided for in Article 16 below.
3. Without prejudice to paragraph 1 of this Article, the Director, a Locally Recruited Staff shall not, by virtue of this agreement, enjoy any immunity or privilege, including immunity from jurisdiction for acts performed in the discharge of their duties, including words spoken or written.

Article 16

PRIVILEGES AND IMMUNITIES GRANTED TO INTERNATIONAL STAFF

1. All International Staff shall enjoy the following privileges and immunities in the Host Country:
 - (a) Immunity from jurisdiction for acts carried out by them in the discharge of their functions, including their words spoken or written even after they are no longer working for the Secretariat;
 - (b) Immunity from search and seizure of their personal luggage;
 - (c) Exemption from taxes and contributions on salaries, emoluments and compensations, paid to them by the Secretariat for their services;
 - (d) Exemption from VAT on the reasonable quantities of goods and services intended for personal use of staff members in accordance with the legislation of the Host Country.
 - (e) Exemption from immigration restrictions and the obligation to register themselves and their Family Members forming part of their respective households in accordance with visa regime of the Host Country;

- (f) The same protection and repatriation facilities, for themselves and their family members forming part of their respective households, as are accorded to the officials of comparable ranks in diplomatic missions;
- (g) Right to import for their personal use, free of import duty and other taxes or charges, provided that these are not fees charged for delivery of utility services, as well as exemption from import restrictions and the import and export limitations:
 - (i) their furniture and personal effects at the time of first taking up their post, in one or more individual shipments, and
 - (ii) one motor vehicle.

Article 17

LOCALLY RECRUITED STAFF

1. The Locally Recruited Staff shall be employed in accordance with the applicable legislation of the Host Country.
2. The Locally Recruited Staff shall not, by virtue of this Agreement, enjoy any immunity or privilege, including immunity from jurisdiction for acts carried out in the discharge of their duties, including words spoken or written.

Article 18

EXPERTS

Experts, unless they are citizens of the Host Country, or foreign citizens with permanent residence in the Host Country, shall enjoy the following privileges and immunities:

- (a) Immunity from jurisdiction for acts carried out by them in the discharge of their functions, including words spoken or written, in their official capacity;
- (b) Inviolability of all official papers, media data and documents in accordance with standard procedures;
- (c) Exemption from immigration restrictions in accordance with regulations of the Host Country.

Article 19

REPRESENTATIVES

Representatives, unless they are citizens of the Host Country, or foreign citizens with permanent residence in the Host Country, during the period of performance of their duties in the Host Country, as well as during their trips throughout the territory of the Host Country, shall enjoy the following privileges:

- (a) Immunity from jurisdiction for acts carried out by them in the discharge of their functions, including their words spoken or written, in their official capacity;
- (b) Exemption from checks and seizure of personal luggage;
- (c) Inviolability of official documentation, data and other materials;
- (d) Exemption from immigration restrictions in accordance with regulations of the Host Country.

Article 20

EXEMPTION FROM IMMUNITY

Staff Members, Experts and Representatives shall not enjoy immunity in respect of any acts relating to the violation of traffic regulations.

Article 21

WAIVER OF IMMUNITY

1. Privileges and immunities shall not be granted for the personal benefit of individuals, but to facilitate efficient functioning of the Secretariat in accordance with its goals.
2. The Governing Board shall have the right and obligation to waive immunity of any member of the Secretariat staff in any case where in its opinion the immunity would impede the course of justice and can be waived without prejudice to the interest of the ERI SEE or the Secretariat. The waiver of immunity from jurisdiction must always be expressed in writing.
3. The waiver of immunity from jurisdiction in respect of administrative proceedings shall not be held to imply the waiver of immunity in respect of the enforcement of judgment, for which a separate waiver shall be necessary.

Article 22

NOTIFICATION

1. The Secretariat shall provide to the Diplomatic Protocol of the Ministry of Foreign Affairs of the Host Country:
 - (a) The list of International Staff, and of their family members forming part of their respective households, immediately or within three days of the date of their arrival at the latest;
 - (b) The Secretariat shall also provide notification on the expiration of the term of office of any International Staff notified in accordance with (a), and, as may be necessary, that a person ceased to be family member of their respective households.
2. The International Staff notified in accordance with the preceding paragraph and their family members forming part of their respective households shall be issued appropriate identity documents by the Diplomatic Protocol of the Ministry of Foreign Affairs of the Republic of Serbia.

Article 23

LIABILITY OF THE HOST COUNTRY

The Host Country shall not be held responsible for any actions or omissions committed by the Secretariat and its Staff within its territory.

Article 24

SECURITY ISSUES

1. Nothing in this Agreement shall exclude the right of the Government of the Host Country to take all relevant measures of protection in the interest of public safety or to prevent the implementation of the laws of the Host Country, which are necessary for the maintenance of public health and order.
2. If the Government of the Host Country considers that the application of the provisions referred to in paragraph 1 above is necessary, as soon as the circumstances permit, it shall contact the Secretariat so as to make a joint decision on measures that may be necessary to protect the interests of the Secretariat.
3. The Secretariat shall be obliged to cooperate with the authorities of the Host Country so as to avoid any harm to public security resulting from any activity of the Secretariat.

Article 25

DISPUTE RESOLUTION

All disputes regarding implementation and interpretation of this Agreement shall be resolved through negotiations between the Parties.

Article 26

AMENDMENTS

This Agreement may be amended by mutual consent of the Parties. The amendments shall enter into force in accordance with Article 27 of this Agreement.

Article 27

ENTRY INTO FORCE, ORIGINAL COPIES AND DEPOSITARY

1. This Agreement shall enter into force on the date of the receipt of the fourth notification of the Parties, including the Host Country, by the Ministry of Foreign Affairs of the Host Country after its relevant domestic procedure for its entry into force has been completed.
2. For any Party which, after the deposit of the fourth notification in accordance with paragraph 1, notifies the Ministry of Foreign Affairs of the Host Country of the completion of their domestic procedures for entry into force of this Agreement, it shall enter into force on the date of the notification to the Ministry of Foreign Affairs of the Host Country.
3. After signing of the Agreement, the original will be deposited with the Government of the Host Country that shall serve as the Depositary. The Depositary shall provide the Parties to the Agreement and the Secretariat with duly certified copies thereof.
4. This Agreement shall apply provisionally as of the date of its signing. Any Party may declare at the moment of signing that the Agreement shall be implemented as of the date of completion of its relevant domestic procedure for its entry into force.

Article 28

VALIDITY, SUSPENSION, ACCESSION, CANCELLATION AND TERMINATION

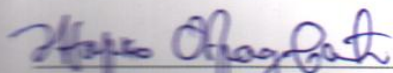
1. This Agreement shall remain in force for an indefinite period of time.
2. Any acceding party to the Memorandum of Understanding shall also accede to this Agreement, in accordance with provisions of Article 27 of this agreement.

The Government of the Host Country shall be entitled to cancel this Agreement, by notifying the Parties in writing of its intention to do so. In that case, this Agreement shall be terminated six (6) months after the receipt of such notification.

3. Each Party may cancel this Agreement by notifying the Depositary and other Parties in writing. In that case, this Agreement shall cease to be in force for that Party six (6) months after the receipt of the notification by the Depositary.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement, in a single authentic copy in the English language.

On behalf of the Government of the Republic of Serbia



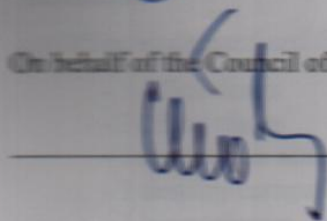
Signed in: _____ On this: _____
Minister of Education, Science and Technological Development

On behalf of the Government of the Republic of Albania



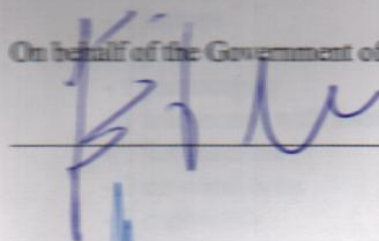
Signed in: _____ On this: _____

On behalf of the Council of Ministers of Bosnia and Herzegovina



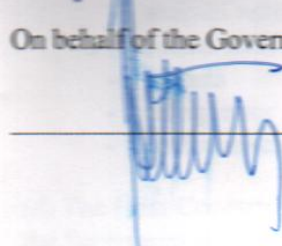
Signed in: _____ On this: _____

On behalf of the Government of the Republic of Croatia



Signed in: _____ On this: _____

On behalf of the Government of the Republic of Macedonia



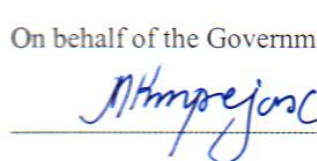
Signed in: _____ On this: _____

On behalf of the Government of the Republic of Moldova



Signed in: _____ On this: _____

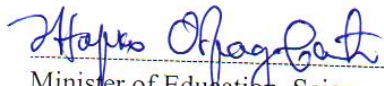
On behalf of the Government of Montenegro



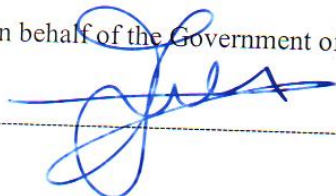
Signed in: _____ On this: _____

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement, in a single authentic copy in the English language.

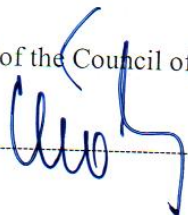
On behalf of the Government of the Republic of Serbia

 Signed in: _____ On this: _____
Minister of Education, Science and Technological Development

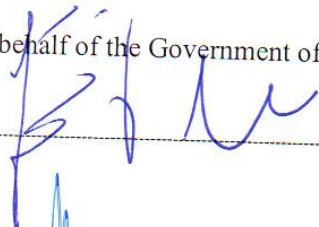
On behalf of the Government of the Republic of Albania

 Signed in: _____ On this: _____


On behalf of the Council of Ministers of Bosnia and Herzegovina

 Signed in: _____ On this: _____


On behalf of the Government of the Republic of Croatia

 Signed in: _____ On this: _____


On behalf of the Government of the Republic of Macedonia

 Signed in: _____ On this: _____

On behalf of the Government of the Republic of Moldova

 Signed in: _____ On this: _____

On behalf of the Government of Montenegro

 Signed in: _____ On this: _____