

**MEMORANDUM O RAZUMIJEVANJU  
IZMEĐU  
AUŠVIC INSTITUTA ZA PREVENCIJU GENOCIDA I MASOVNIH ZLOČINA (AIPG)  
i  
GRADA SARAJEVA**

Ovaj Memorandumom o razumijevanju (u daljnjem tekstu: MOR) sklapa se između Aušvic Institut za prevenciju genocida i masovnih zločina (u daljnjem tekstu: „AIPG,“) sa sjedištem 2 West 45th St, Ste. 1602, New York, NY 10036, Sjedinjene Američke Države, (AIPG ured u New Yorku) i 34 Londra Str., corp B, 2nd floor, room 1, 1 distrikt, Bukurešt, Rumunija („AIPG“ ured Programa za mediteransku regiju)

i

Grada Sarajeva, ulica Hamdije Kreševljakovića 3, 71000 Sarajevo, BIH (u daljnjem tekstu: Grad Sarajevo). AIPG i Grad Sarajevo će se dalje u tekstu spominjati kao zajednički „ugovorne strane“, odnosno svaki od njih pojedinačno kao „ugovorna strana“.

**PREAMBULA**

UZIMAJUĆI U OBZIR zajednički interes i ciljeve ugovornih strana u promociji i zaštiti ljudskih prava, zaštiti ranjivih grupa i sprječavanju genocida i drugih masovnih zločina.

BUDUĆI DA je Aušvic Institut za prevenciju genocida i masovnih zločina nevladina organizacija koja radi na izgradnji svijeta koji sprječava genocid i druge masovne zločine. Kroz obrazovanje, obuku i tehničku pomoć, AIPG podržava države i organizacije da razviju i ojačaju nacionalne i regionalne mehanizme za prevenciju genocida i drugih masovnih zločina, uključujući podršku razvoju nastavnih planova i programa i infrastrukturnih elemenata za istraživanje i formuliranje i sprovođenje politika usmjerenih na prevenciju radi ispunjavanje samoidentifikovanih potreba u pravcu jačanja mira, jačanja ljudskih prava i dobrog upravljanja, kao neophodnih uslova za prevenciju nasilnih sukoba uključujući genocid i masovna zvjerstva. AIPG ima urede u New Yorku (SAD), Buenos Airesu (Argentina), Kampali (Uganda), Oswiećim-lokalitet bivšeg nacističkog koncentracionog logora u Aušvicu (Poljska) i u Bukureštu (Rumunija).

BUDUĆI DA je Grad Sarajevo jedinica lokalne samouprave u čijem sastavu se nalazi Informativni centar o MKSJ Sarajevo. Najznačajniji korak ka uspostavi prvog Informativnog centra MKSJ u zemljama bivše Jugoslavije je potpisivanje Memoranduma o razumijevanju između krivičnog suda za bivšu Jugoslaviju i Grada Sarajeva za razvoj Informativnog centra u Sarajevu od 29.11.2016. godine. Prema potpisanom Memorandumu sa MKSJ, mandat Centra se sastoji od pružanja javnosti ažurnog, direktnog i bezbjednog elektronskog pristupa svim javno dostupnim spisima Tribunala i arhivskom materijalu sadržanom u online bazama podataka MKSJ, kao i obavljanje poslova informiranja i edukacije javnosti o pitanjima ratnih zločina, doprinoseći time procesu tranzicione pravde i jačanju vladavine prava u BiH i regionu, uz jačanje komponenti: suočavanja sa prošlošću, podrške pravnim profesionalcima i civilnom društvu koji se bave ratnim zločinima pred domaćim sudovima u Bosni i Hercegovini i izložbene komponente-prikaza rada i djelovanja Tribunala na donošenju presuda.

OVIM SE, STOGA, imajući u vidu zajedničke ciljeve i zajedničke interese, ugovorne strane sporazumijevaju kako slijedi:

**ČLAN 1.**  
**(Cilj memoranduma razumijevanja)**

1.1. Cilj ovog MOR-a je osigurati efikasnu saradnju između Aušvic Instituta za prevenciju genocida i masovnih zločina i Grada Sarajeva u oblasti edukativnih programa i inicijativa o prevenciji genocida i masovnih zločina, u okviru promocije i zaštite ljudskih prava, na čemu se zasniva rad obje institucije.

**ČLAN 2.**  
**(Područja saradnje)**

2.1. Uzimajući u obzir višegodišnje iskustvo i međunarodno priznatu stručnost AIPG-a u organizaciji i realizaciji trening seminara, istraživačkih projekata, obrazovnih inicijativa, te pružanja tehničke pomoći u oblastima prevencije masovnih zločina i promocije ljudskih prava, ovaj MOR pruža okvir za efikasan razvoj programa i povezanih aktivnosti u Bosni i Hercegovini, o temama koje ugovorne strane smatraju relevantnim.

2.2. Ugovorne strane su također saglasne da će saradivati u drugim oblastima od zajedničkog interesa koje su relevantne i neophodne za postizanje ciljeva ovog MOR-a, za koje mogu sklopiti komplementarne sporazume.

**ČLAN 3.**  
**(Modaliteti saradnje)**

3.1. Kako bi se osigurala primjena ovog MOR, ugovorne strane su saglasne o saradnji:

- a) Organiziranja i provođenja programa obuke i edukativnih inicijativa o prevenciji genocida i masovnih zločina i/ili njihovo uključivanje u postojeće programe u ovoj oblasti.
- b) Poticanje istraživanja u cilju identifikovanja i razvoja novih inicijativa i strategija u oblasti prevencije genocida i masovnih zločina.
- c) Pružanje međusobne tehničke pomoći u identifikovanim i usaglašenim oblastima.
- d) Promoviranje razmjene informacija o ciljevima, programima i razvojnim strategijama koje provode strane u cilju olakšavanja koordinacije u izvršavanju zajedničkih aktivnosti.

3.2. Aktivnosti će se razvijati u obimu i proporcionalno resursima dostupnim svakoj od ugovornih strana.

**ČLAN 4.**  
**(Trajanje i prestanak trajanja)**

4.1. Trajanje ovog MOR-a je tri (3) godine, počevši od dana njegovog potpisivanja, a može se produžiti uz obostranu saglasnost ugovornih strana, u skladu sa potrebama i na osnovu rezultata dobivenih evaluacijama realizovanih projekata i aktivnosti. Slično, ugovorne strane se mogu povući iz ovog MOR, u bilo koje vrijeme, i shodno tome prekinuti njegovo djelovanje pismenim obavještenjem upućenim drugoj strani.

**ČLAN 5.**  
**(Resursi)**

5.1. Ovaj MOR sam po sebi ne stvara nikakvu obavezu finansijskih izdataka za ugovorne strane. Implementacija bilo koje odredbe ovog MOR-a zavisi od postojanja sredstava i zavisit će od raspoloživosti sredstava u skladu sa zakonima i procedurama koje se primjenjuju na svaku od ugovornih strana.

**ČLAN 6.**  
**(Rješavanje sporova)**

6.1. Svi sporovi koji proisteknu iz tumačenja ili implementacije ovog MOR-a će se rješavati mirnim putem pregovorima, dobrim uslugama, posredovanjem ili bilo kojim drugim diplomatskim putem.

**ČLAN 7.**  
**(Povjerljivost)**

7.1. Ugovorne strane su saglasne da će se sa svim vlasničkim ili povjerljivim informacijama koje pripadaju drugoj strani postupati diskreciono.

7.2. Ugovorne strane će čuvati u tajnosti sve vlasničke ili povjerljive informacije koje je primila od druge strane i neće širiti ili propagirati takve informacije bez prethodnog pribavljanja pismene saglasnosti druge strane.

**ČLAN 8.**  
**(Obavijesti i adresiranje)**

8.1. Svaka obavijest data ili sačinjena na osnovu ovog MOR-a bit će u pisanom obliku. Takve obavijesti će se smatrati propisno datim ili učinjenim kada su dostavljena ugovornim stranama na dolje navedene adrese:

Za i u ime Grada Sarajeva:

Doc. Dr. Benjamina Karić  
Gradonačelnica Grada Sarajeva  
[benjamina.karic@sarajevo.ba](mailto:benjamina.karic@sarajevo.ba)  
Tel.: +387 33 292 896

Za i u ime Aušvic institut za prevenciju genocida i masovnih zločina („AIPG”):

Dr. Gabriela Ghindea  
Direktorica Programa za mediteransku regiju  
[gabriela.ghindea@auschwitzinstitute.org](mailto:gabriela.ghindea@auschwitzinstitute.org)  
Tel: +40 722 722 567

8.2. Svaka ugovorna strana može, pismenim obavještenjem drugoj strani, imenovati dodatne predstavnike ili zamijeniti druge predstavnike u svrhu komunikacije.

**ČLAN 9.**  
**(Opće odredbe)**

9.1. Nijedna izmjena ili promjena ovog MOR, odricanje od bilo koje njegove odredbe ili dodatnih ugovornih odredbi neće biti valjane ili provodive osim ako ih ugovorne strane ili njihovi propisno ovlašteni predstavnici prethodno ne odobre u pisanoj formi u obliku amandmana na ovaj MOR koje su ugovorne strane potpisale.

9.2. Ovaj MOR je zaključen u dva primjerka, po jedan za svaku ugovornu stranu, u dvojezičnom obliku (engleski i jednom od službenih jezika Bosne i Hercegovine). U slučaju bilo kakvog neslaganja između bosanske i engleske verzije, engleska verzija će se smatrati vjerodostojnom.

9.3. Ovaj MOR stupa na snagu datumom potpisivanja.

9.4. Ovlašteni potpisi u nastavku ukazuju da ugovorne strane prihvaćaju ove dogovore i obaveze.

**AUŠVIC INSTITUT ZA PREVENCIJU  
GENOCIDA I MASOVNIH ZLOČINA**  
U ime izvršnog direktora, dr. Tibi Galis

**Dr. Gabriela Ghindea**  
Direktorica of Programa mediteranske  
regije

Broj:  
Datum:

**GRAD SARAJEVO**

**GRADONAČELNICA**

**Doc. dr. Benjamina Karić**

Broj:  
Datum:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE AUSCHWITZ INSTITUTE FOR THE PREVENTION OF  
GENOCIDE AND MASS ATROCITIES (AIPG)  
AND  
THE CITY OF SARAJEVO**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the Auschwitz Institute for the Prevention of Genocide and Mass Atrocities (hereinafter "AIPG"), located at 2 West 45th Street, Suite 1602, New York, NY 10036, United States of America ("AIPG New York Office") and at 34 Londra Str., corp B, 2nd floor, room 1, 1 district, Bucharest, Romania (AIPG Mediterranean Basin Programs Office)

and

the City of Sarajevo, Hamdije Kreševljakovića 3, 71000 Sarajevo, BIH ("City of Sarajevo"). The AIPG and the City of Sarajevo are collectively referred to herein as "the Parties" and each individually as "the Party".

**PREAMBLE**

CONSIDERING the common interest and objectives of the Parties in the promotion and protection of human rights, the protection of vulnerable groups, and the prevention of genocide and other mass atrocities.

WHEREAS, the Auschwitz Institute for the Prevention of Genocide and Mass Atrocities is an international non-governmental organization that works to build a world that prevents genocide and other mass atrocities. Through education, training, and technical assistance, AIPG supports States and organizations to develop and strengthen national and regional mechanisms for the prevention of genocide and other mass atrocities, including supporting the development of curricula and infrastructural elements for prevention-focused research and policy formulation and implementation to meet self-identified needs towards enhancing peace, strengthening human rights, and good governance, as necessary conditions for the prevention of violent conflict including genocide and mass atrocities. AIPG has offices in New York (USA), Buenos Aires (Argentina), Kampala (Uganda), Oswieçim – the site of the former Nazi concentration camps at Auschwitz (Poland), and in Bucharest (Romania).

WHEREAS the City of Sarajevo is the local self-government unit inside which operates the Sarajevo Information Centre on ICTY. The most significant step in establishing the first Sarajevo Information Centre on ICTY in the countries of the former Yugoslavia is the signing of the Memorandum of Understanding by and between the International Criminal Tribunal for the former Yugoslavia and the City of Sarajevo for the development of the Information Centre in Sarajevo, on 29 November 2016. According to the signed Memorandum with the ICTY, the mandate of the Centre is to provide the public with up-to-date direct and secure electronic access to all publicly available ICTY records and archival material contained in ICTY's online database, as well as to perform the tasks with the aim to inform and educate the public on war crimes issues, contributing to the process of transitional justice and strengthening the rule of law in Bosnia and Herzegovina and the region by establishing strong outreach components: dealing with the past, providing the support to legal professionals and civil society groups handling war crimes cases before domestic courts in Bosnia and Herzegovina and the

exhibition component – showcasing the work and activities of the ICTY in delivering judgements.

NOW, THEREFORE, and in consideration of their common goals and mutual interests, the Parties agree to the following:

## **ARTICLE 1**

### **(PURPOSE OF THE MEMORANDUM OF UNDERSTANDING)**

1.1. The purpose of this MOU is to ensure effective cooperation between the Auschwitz Institute for the Prevention of Genocide and Mass Atrocities and City of Sarajevo in educational programs and initiatives on the prevention of genocide and mass atrocities, within the framework of the responsibility to promote and protect human rights that informs the work of both institutions.

## **ARTICLE 2**

### **(AREAS OF COOPERATION)**

2.1. Considering the years-long experience and internationally recognized expertise of AIPG in the organization and implementation of training seminars, research projects, educational initiatives, and the provision of technical assistance in areas related to the prevention of mass atrocities and the promotion of human rights, this MOU provides the framework for the effective development of programs and associated activities in Bosnia and Herzegovina, on topics that the Parties deem as pertinent.

2.2. The Parties also agree to cooperate in other areas of mutual interest that are relevant and necessary for the achievement of the objectives of this MOU, for which they may enter into complementary agreements.

## **ARTICLE 3**

### **(MODALITIES OF COOPERATION)**

3.1. To ensure the implementation of this MOU, the Parties agree on mutual cooperation aimed at:

- a) Organizing and implementing training programs and educational initiatives on the prevention of genocide and mass atrocities and/or incorporating them into pre-existing programs in this area.
- b) Encouraging research with the goal of identifying and developing new initiatives and strategies in the field of prevention of genocide and mass atrocities.
- c) Providing mutual technical assistance in areas identified and agreed upon.
- d) Promoting the exchange of information on the objectives, programs, and development strategies implemented by the Parties in order to facilitate coordination in the execution of joint activities.

3.2. The activities will be developed to the extent of and in proportion to the resources available to each Party.

#### **ARTICLE 4**

##### **(DURATION AND TERMINATION)**

4.1. The duration of this MOU is three (3) years, starting from the date of its signature, and may be prolonged by mutual agreement of the Parties, according to the needs and based on the results obtained from the evaluations of the implemented projects and activities. Similarly, the Parties may withdraw from this MOU, at any time, and consequently terminate its effects by written notification addressed to the counterparty.

#### **ARTICLE 5**

##### **(RESOURCES)**

5.1. This MOU does not in and of itself create any obligation of pecuniary expenditure for the Parties. The implementation of any of the provisions of this MOU depends on the existence of funds and shall be subject to the availability of funds in accordance with the laws and procedures applicable to each of the Parties.

#### **ARTICLE 6**

##### **(SETTLEMENT OF DISPUTES)**

6.1. Any disputes arising from the interpretation or implementation of this MOU shall be settled amicably through negotiation, good offices, mediation, or through any other diplomatic channels.

#### **ARTICLE 7**

##### **(CONFIDENTIALITY)**

7.1. The Parties agree that any proprietary or confidential information belonging to one another shall be treated with discretion.

7.2. A Party shall keep secret any proprietary or confidential information received by it from the other Party and shall not disseminate or propagate such information without first obtaining the written consent of the other Party.

#### **ARTICLE 8**

##### **(NOTICES AND ADDRESSES)**

8.1. Any notice given or pursuant to this MOU shall be in writing. Such notices shall be deemed to have been duly given or made when delivered to the Parties at the addresses specified below:

For and behalf of the City of Sarajevo:

Dr. Benjamina Karić

Mayor of the City of Sarajevo

[Benjamina.karic@sarajevo.ba](mailto:Benjamina.karic@sarajevo.ba)

Tel.: +387 33 292 896

For and behalf of the Auschwitz Institute for the Prevention of Genocide and Mass Atrocities (AIPG):

Dr. Gabriela Ghindea  
Director of Mediterranean Basin Programs  
[gabriela.ghindea@auschwitzinstitute.org](mailto:gabriela.ghindea@auschwitzinstitute.org)  
Tel: +40 722 722 567

8.2. Each Party may, by written notice to the other Party, appoint additional representatives or replace other representatives for the purposes of communication.

**ARTICLE 9**  
**(GENERAL PROVISIONS)**

9.1. No modification of or change in this MOU, waiver of any of its provisions, or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the Parties or their duly authorized representatives in the form of an amendment to this MOU signed by the Parties hereto.

9.2. This MOU is concluded in two counterparts, one for each Party, in bilingual form (English and one of the official languages of Bosnia and Herzegovina).

9.3. This MOU will enter into force on the date of its signature.

9.4. The authorized signatures below indicate the Parties' acceptance of these understandings and commitments.

**The Auschwitz Institute for the  
Prevention of Genocide and Mass Atrocities**

**The City of Sarajevo**

**On behalf of the Executive Director,  
Dr. Tibi Galis**

**The Mayor of Sarajevo**

**Dr. Gabriela Ghindea  
Director of Mediterranean Basin Programs**

**Dr. Benjamina Karić**

Number:  
Date:

Number:  
Date: