

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CENTRAL ELECTION COMMISSION OF BOSNIA AND HERZEGOVINA
AND
THE MISSION TO BOSNIA AND HERZEGOVINA
OF THE ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE**

The **Organization for Security and Co-operation in Europe** (hereinafter, “the OSCE”), represented by its **Mission to Bosnia and Herzegovina** (hereinafter, “the Mission”), having its legal address at Fra Anđela Zvizdovića 1, 71 000 Sarajevo,

and

The **Central Election Commission of Bosnia and Herzegovina** (hereinafter, “CEC BiH”), having its legal address at Danijela Ozme 7, 71 000 Sarajevo,

jointly referred to as “Parties”, and individually – “the Party”,

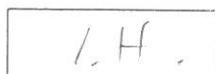
Recalling the role played by the Mission in advising and supporting the CEC BiH,

Confident that the CEC BiH is currently fully capable to oversee and guarantee the conduct of fair and democratic elections in accordance with the Constitution of BiH, Election Law of BiH and international standards,

Guided by the need to ensure that the CEC BiH remains efficient, organized and well-informed to uphold the electoral process,

Recognizing that this need may require assistance in the future to further develop the capacities of the CEC BiH to improve the accountability of elected officials and to enhance the overall implementation of the Law on Political Party Financing and other legislation within the jurisdiction of the CEC BiH,


Hereby enter into this Memorandum of Understanding (hereinafter, “MoU”).


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The Parties,

1. **Agree** that the CEC BiH shall allow the Mission to designate one or more representatives independently and on an ad-hoc basis:
 - to attend the sessions of the CEC BiH as observers with the right to address members of the CEC BiH;
 - to remain informed at all times and in the best manner possible about the activities and decisions of the CEC BiH; and
 - to make all materials necessary for sessions of the CEC BiH available to the Mission in a timely manner;
2. **Reaffirm** that the Mission will remain ready to assist the CEC BiH, upon its request, concerning the implementation of the Election Law, Law on Political Party Financing, Law on Council of Ministers and of any other relevant legislation with a focus on capacity building and awareness raising in order to maintain and enhance the norms, standards, commitments and principles accepted and signed by BiH;
3. **Further reaffirm** that this assistance can take the form of implementing projects to improve the election process and other responsibilities of the CEC BiH;
4. **Agree** that the Mission will provide support to the CEC BiH, upon its request, in acquiring expert opinions and views of relevant international organizations (including but not limited to the Venice Commission of the Council of Europe and the OSCE Office for Democratic Institutions and Human Rights) on any issue falling within the jurisdiction of the CEC BiH;
5. **Take note** that the CEC BiH and the Mission may cancel their commitments and the party status obtained through this MoU by notifying the other party in writing thirty days in advance;
6. **Agree** that nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities enjoyed by the Mission and its personnel.
7. **Decide** that this MoU shall become effective on the date of signing and shall remain effective for a period of one year;


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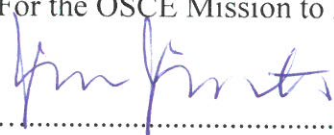
8. **Agree** that supplementary agreements may be entered into with the agreement of both Parties.
9. **Decide** that the CEC BiH and the Mission will review their relationship as described in this MoU on a date not later than one month before the expiry of the MoU.

For the Central Election Commission of BiH

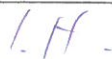

.....
Irena Hadziabdić
President

Date: *Sarajevo, 31.08.2018.*
04-14-822/1/18

For the OSCE Mission to BiH


.....
Ambassador Bruce G. Berton
Head of Mission

Date:



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ADDENDUM

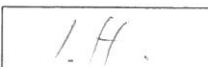
This document constitutes an Addendum to the Memorandum of Understanding (hereinafter referred to as the “MoU”) between the BiH Central Election Commission (hereinafter referred to as the “CEC BiH”) and the OSCE Mission to BiH (hereinafter referred to as the “Mission”), jointly referred to as the “Parties”, signed on 31 August 2018.

I - Objective

1. The objective of this Addendum is to describe the role and responsibilities of each Party relative to the Mission’s assistance to CEC BiH, pursuant to requests made by the CEC BiH in accordance with paragraph 2 and 3 of the MoU, as follows:
 - a) Provision of information technology assistance for the communication and tabulation of election results by Municipal Election Commissions (MEC) to the CEC BiH and training of MEC’s election results verification officers, as requested by the CEC BiH on 27 September 2017.
 - b) Procurement and donation of translucent ballot boxes and security seals as requested by the CEC BiH on 26 April 2018.
 - c) Development of uniform and improved training methodology, as requested by the CEC BiH on 08 June 2018.
 - d) Training of MEC members and supervision of training of polling station committee (PSC) members, as requested by the CEC BiH on 08 June 2018.
 - e) Production of a training video on vote counting procedures and verification of results by filling in the required forms at polling stations, as requested by CEC BiH on 08 June 2018.
 - f) Procurement and donation of live-streaming equipment for the broadcast of CEC BiH sessions, as requested by CEC BiH on 22 August 2018.
2. These activities aim to strengthen the electoral process, including through implementation of outstanding recommendations of the OSCE Office of Democratic Institutions and Human Rights (OSCE ODIHR) following its Election Observation Missions in 2014 and 2010.

II - Principles of Co-operation

3. Co-operation amongst the Parties shall be based on the principles of mutual consultation, understanding and the need for joint work in implementing the activities foreseen.
4. The Parties shall provide each other with all information relevant for the implementation of collaborative activities
5. The Parties shall ensure mutual knowledge transfer and support for the implementation of agreed collaborative activities
6. The Parties shall be transparent in all areas of co-operation, consultation and the exchange of information.


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III - Responsibilities of the Parties

In line with the provisions of this MoU, the Parties assume the following responsibilities in relation to the activities enumerated in Article 1 a) – f).

7. In relation to the activity in Article 1.a), the Mission:

- a) in May 2018 concluded a project to upgrade the CEC's BiH 'Unique Electoral Information System' (UEIS) for its updated and improved use during the 2018 General Elections;
- b) shall draft Terms of Reference (ToR), recruit and select experts responsible for the development of training materials and the delivery of one-day trainings in five locations in BiH; and
- c) shall fund organization of five one-day trainings in five regional locations (Sarajevo, Banja Luka, Tuzla, Doboje, Mostar) for 40 Election Results Verification Officers each, including the organization of 2 separate one-day practical simulation exercises taking place from MEC locations, organized from the CEC BiH in Sarajevo; and

the CEC BiH shall:

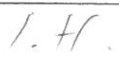
- d) guarantee that upgraded and adjusted UEIS will be used by the CEC BiH and 143 Municipal/City Election Commissions in BiH during the 2018 General Elections; and
- e) review and approve the training materials developed by the selected experts.

8. In relation to the activity in Article 1.b), the Mission shall:

- a) conduct a tender for 10.000 (ten thousand) translucent ballot boxes and the accompanying 60.000 (sixty thousand) security seals, based on the criteria provided by the CEC BiH and the selection procedure within which CEC BiH members participated, including the inspection of samples on 12th July 2018;
- b) enter into a contractual arrangement with the successful bidder "Copenhagen elections" planning for the ballot boxes and security seals to arrive in BiH not later than 15 September 2018;
- c) hand over the custody over the ballot boxes to the CEC BiH and authorize access for CEC BiH designated personnel for subsequent repackaging of the ballot boxes and their further distribution to MEC locations in accordance with the distribution plan prepared and submitted to the Mission by the CEC BiH. The Mission reserves the right to act as an observer during this process;
- d) hand over security seals to nominated CEC BiH representatives responsible for accepting seals at a time agreed by the parties;
- e) contract a company for transportation of the ballot boxes to the MECs, in accordance with the distribution plan prepared and submitted by the CEC BiH; and
- f) prepare handover documents for signature of responsible parties for all items to be handed over.

the CEC BiH shall:

- g) guarantee that these ballot boxes will be used by 143 Municipal/City Election Commissions in BiH during the 2018 General Elections, as well as during any


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elections to be held thereafter taking into account the reasonable life cycle of the ballot boxes;

- h) be solely responsible for the safe and secure storage, handling and packaging for further distribution of ballot boxes and security seals from the moment of handover, including by providing MECs with appropriate instruction about the storage, handling and maintenance of the ballot boxes and security seals;
- i) appoint a representative for all handover procedures in relation to the ballot boxes and security seals as well as managing the packaging and each dispatch of ballot boxes to MECs;
- j) allow the Mission to act as an observer during the process in paragraph 8.c);
- k) co-verify the invoice for the transportation of the ballot boxes to the MEC locations;
- l) sign a donation agreement regarding the ballot boxes;
- m) through its designated representative, sign all handover documents; and
- n) host a media event to announce the introduction of translucent ballot boxes involving the Mission and its donors that contributed to the provision of the translucent ballot boxes and security seals.

9. In relation to the activity in Article 1.c), the Mission:

- a) has drafted ToR, recruited, selected and shall remunerate experts responsible for the development of uniform and improved training methodology and program; and
- b) has drafted ToR, recruited, engaged and shall remunerate two proof-readers for proof-reading of uniform and improved training methodology and program in all BiH official languages.

the CEC BiH:

- c) has reviewed and approved the uniform training methodology and programme; and
- d) shall guarantee use of uniformed and improved training methodology, as the only official training methodology and program for training of MECs and PSCs.

10. In relation to the activity in Article 1.d), the Mission:

- a) support the delivery of training of the MEC members from all 143 municipalities (561 individuals) and trainers from 43 municipalities;
- b) recruit, select and remunerate four (4) trainers for delivery of eight (8) trainings for MECs' members and trainers;
- c) ensure funds for logistical arrangements for trainings in 8 locations in BiH, including for printing of training materials and lunch and refreshments for training participants; and
- d) support assessment of the application of the newly acquired skills by the MEC members and the certified trainers – during the trainings of the PSC members - in a chosen sample of 14 municipalities.

the CEC BiH has:

- e) selected candidates for the role of certified trainers from 43 municipalities through a CEC public call and selection of 561 MEC members from 143 municipalities for participation in trainings;
- f) shall certify trainers following completion of the training; and

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- g) shall oversee and assess the trainings for the PSC members in 14 selected municipalities, delivered by the MECs and certified trainers.

11. In relation to the activity in Article 1.e), the Mission:

- a) has drafted the ToR, applied applicable procurement procedures and selected the video production company responsible for the production of a training video on vote counting procedures and verification of results by filling in the required forms at polling stations;
- b) shall fund the production of a training video on vote counting procedures and verification of results by filling in the required forms at polling stations; and
- c) shall hand-over the training video to the CEC BiH.

the CEC BiH shall:

- d) review and approve the training video;
- e) guarantee distribution and use of training video on vote counting procedures and verification of results by filling in the required forms at polling stations, as the official training material for training of the PSCs.

12. In relation to the activity in Article 1.f), the Mission shall:

- a) draft ToR, conduct applicable procurement procedures and select a winning company responsible for installation of the equipment for live streaming of the CEC BiH sessions; and
- b) fund the purchase and instalment of the equipment for live streaming of the CEC BiH sessions and training for relevant CEC staff therein.

the CEC BiH shall

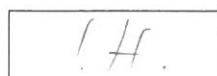
- c) provide a comprehensive specification of requirements to inform the ToR for the provider of the equipment.

IV - Intellectual Property Rights

- 13. All rights, title and interest, including without limitation all copyrights and patents, in and to any material produced and invention developed in the performance of this MoU and its Addendum shall be vested exclusively in the OSCE. Only after prior consultation with the Mission, CEC BiH can be authorized to reproduce, publish or otherwise use and/or to authorize others to use any books, publications or other materials developed in the course of implementation of the activities contained herewith.
- 14. The CEC BiH may use the name and logo of the OSCE only in direct connection with the MoU and subject to OSCE's prior written consent.

V - Final Provisions

- 15. The activities listed herewith shall be funded from contributions secured through the efforts of the Mission.


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16. All actions performed by the Mission shall be in compliance with the OSCE Common Regulatory Management System.
17. All terms and provisions from the original MoU also apply to this Addendum.
18. Without prejudice to the Exchange of Letters between Bosnia and Herzegovina and the OSCE Mission dated 19 April 1996 regarding privileges and immunities, the CEC BiH, at its sole cost and expense, agrees to defend, indemnify, and hold harmless the Mission and its staff from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the activities performed or to be performed under this Addendum.
19. The CEC BiH agrees that the long-term responsibilities for the CEC BiH in relation to the storage, handling and maintenance of any goods handed over by the Mission, specifically paragraphs 7.a), 8.a), 11.c), and 12.b). shall apply beyond the duration of the MoU and that any assets handed over by the Mission to the CEC BiH shall not be alienated or otherwise disposed without prior written authorization of the Mission.
20. This Addendum is signed in two originals in the English and three official languages of Bosnia and Herzegovina. In case of disagreement in the interpretation of the provisions of this Addendum, the English version shall prevail.



For the Central Election Commission of BiH

Irena Hadžiabdić
 Irena Hadžiabdić
 President

Date: *Sarajevo, 31.08.2018.*
04-14-822-1/18

For the OSCE Mission to BiH

Bruce G. Berton
 Ambassador Bruce G. Berton
 Head of Mission

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