



USAID
NGA POPULLI AMERIKAN
OD AMERIČKOG NARODA



ODA EKONOMIKE KOSOVA CHAMBER
E KOSOVES OF COMMERCE

Developing Arbitration at the Kosovo Chamber of Commerce

Memorandum of Understanding

Between

USAID Kosovo Systems for Enforcing Agreements and Decisions (SEAD) Program

And

Kosovo Chamber of Commerce

July 7 2010

I) Introduction

With this memorandum of understanding (MOU) the USAID Systems for Enforcing Agreements and Decisions Program in Kosovo (SEAD) and the Kosovo Chamber of Commerce (KCC) agree to work jointly to develop alternative dispute resolution services at KCC, as set forth below (hereinafter the "Project").

II) Objective

The Project objective is to build the capacity of KCC to sponsor alternative dispute resolution services for commercial/business disputes (commercial ADR) in accordance with the Kosovo Law on Arbitration and Kosovo Law on Mediation and the recommendations set forth in the SEAD ADR Assessment dated April 30, 2010.

III) Mutual Responsibilities of KCC and SEAD under this MOU

Not later than one month after the date of this MOU, KCC and SEAD will jointly review the SEAD ADR Assessment and develop a work plan for the Project, which will become a part of this MOU. In the event that the work plan includes development of both arbitration and mediation, all references to arbitrators and arbitration in this MOU shall be deemed to include mediators and mediation as appropriate.

IV) Responsibilities of KCC under this MOU

1. KCC will designate a representative to be the primary liaison to SEAD for the Project. The liaison will meet with SEAD on a regular (weekly) basis to review activities undertaken pursuant to this MOU.
2. KCC will provide such other staff support as needed to implement the Project.
3. KCC will include SEAD's Senior Legal ADR Advisor as an observer in the arbitrator appointment process.
4. KCC will enforce the Code of Ethics developed in consultation with SEAD.

5. KCC will cooperate with SEAD in connection with all publicity related to the Project.

V) Responsibilities of SEAD under this MOU

1. Technical Assistance. In addition to the SEAD ADR Legal Advisors, SEAD will provide one or more short-term consultants to assist in the development of the work plan referred to in Article III and implementation of the activities thereunder, including:

- a) Determining necessary qualifications for arbitrators and a transparent procedure for their appointment.
- b) Training of arbitrators and KCC staff to be involved in case administration.
- c) Drafting a Code of Ethics for arbitrators.
- d) Developing procedural rules, standard arbitration clauses and fee schedules for arbitration.
- e) Developing a system for case administration and management.
- f) Determining KCC members' knowledge of and demand for commercial ADR through surveys, roundtable meetings and other means.
- g) Developing an educational/outreach program for KCC members, including organizing roundtables, publishing brochures and other information.

2. Financial Assistance. SEAD will contribute to the reasonable cost of the following:

- a) Training for arbitrators and KCC staff.
- b) Educational and outreach activities for KCC members, including conferences, roundtable meetings, brochures and other materials.
- c) Equipment (computer/copier/printer) for case administration and management.

3. SEAD will inform USAID and the appropriate Kosovar governmental entities, including the Ministry of Justice and Kosovo Judicial Council, of the activities under this MOU, and conduct other activities such as training judges on the interpretation of arbitration agreements and recognition and enforcement of arbitral awards in accordance with the Law on Arbitration.

VI) Project Changes

1. Any change of the Project, its goals, activities or schedule will be mutually approved in writing by both Project parties, provided that the schedule may not be extended beyond the termination date established in accordance with Article VIII of this MOU.

2. The parties will endeavor to resolve all disagreements arising from this MOU on the basis of mutual understanding and partnership.

VII) Project Equipment

Any equipment purchased by SEAD and provided to KCC in connection with the implementation of the Project is the property of USAID and must be labeled in accordance with the USAID branding and marking policies. Such equipment may only be used in connection with the Project and its final disposition will be determined by USAID.

VIII) Duration

- 1. This MOU shall be valid upon signature by both parties and until December 31, 2011, provided that if the activities to be conducted pursuant to this MOU have not been completed, the parties may agree to extend the term of this MOU until no later than June 30, 2012.
- 2. SEAD shall have the right to terminate this MOU at any time upon 30 days written notice to KCC.

IX) Notices

Any notices or communications pursuant to this MOU should be made as follows:

- 1. To SEAD: to Marilyn Zelin, Senior Legal ADR Advisor with a copy to David Greer, Chief of Party.
- 2. To KCC: to Safet Gerxhaliu, Acting President.

X) Entire Agreement

This MOU sets forth the entire agreement of the parties with respect to the Project. This MOU is not intended to create a legal and binding obligation to expend funds or resources by either party, but is a statement of bona fide intent of the parties.

**David Greer, Chief of Party
USAID/SEAD Program in Kosovo**

**Safet Gerxhaliu, Acting President
Kosovo Chamber of Commerce**

Date: _____

Date: _____

Place: Pristina

Place: Pristina

Witnessed by Patricia Rader, Mission Director, USAID Kosovo

Date: _____

Place: Pristina