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| LEG Approval Code:            | ALB/LCOO/MB0069/2019 |

COOPERATION AGREEMENT

BETWEEN

THE STATE MINISTER FOR DIASPORA OF THE GOVERNMENT OF ALBANIA,

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

“CONSULTANCY OF CASES WITH MUTUAL INTEREST”

The State Minister for Diaspora (“**SMD**”) of the Government of the republic of Albania and the International Organization for Migration (“**IOM**”) Mission in Albania, an organization part of the United Nations system (also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”),

TAKING NOTE that the mission of the SMD with the National Agency of Diaspora, Albanian Diaspora Development Fund, Diaspora Publishing Centre and Centre of Studies and Publications for Arberesh is to promote and strengthen the overall cooperation between the Albanian communities living outside of the Republic of Albania and the host countries, in every aspect, as well as taking into account the authorization that the Albanian legislation in force gives to the SMD for the conclusion of bilateral or multilateral international agreements, in accordance with the highest international standards,

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants,

CONSCIOUS of the need for closer cooperation between the Parties in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

#### **ARTICLE I**

##### **GENERAL PRINCIPLES OF COOPERATION**

1. Within their respective mandates and subject to available resources, the Parties shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. The Parties agree that the activities related to the implementation of the Programme “Engage the Albanian Diaspora in The Social and Economic development of Albania” shall be coordinated, to the extent possible, in an effort to achieve cooperation and that when common interests so dictate, either Party may request the cooperation of the other.
3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

#### **ARTICLE II**

##### **EXCHANGE OF INFORMATION AND DOCUMENTATION**

1. The Parties agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the two Parties.

#### **ARTICLE III**

##### **JOINT ACTION**

1. The Parties may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest, and with the National Agency of Diaspora, Albanian Diaspora Development Fund, Diaspora Publishing Centre and Centre of Studies and Publications for Arberesh. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.
2. The Parties may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

#### **ARTICLE IV** AREAS OF COOPERATION

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the areas of cooperation related to the Project “*Engage the Albanian Diaspora to the Social and Economic Development of Albania*”, implemented by IOM from 17 October 2017 to 31 August 2021. In particular, subject to the foregoing, the Parties agree to consider the following areas of mutual cooperation:

- 1 - Diaspora engagement for development in line with the overall policy framework*
- 2 - Diaspora engagement for institutional strengthening and territorial development through skills and know-how transfer*
- 3 - Diaspora engagement into country development through investments.*

#### **ARTICLE V** COOPERATION BETWEEN THE TWO PARTIES

The State Minister for Diaspora and the Head of Office (HoO) of IOM in Albania shall take appropriate measures to ensure effective cooperation and liaison between the Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.

#### **ARTICLE VI** IMPLEMENTATION OF THE AGREEMENT

The SMD and the HoO of IOM Albania shall consult each other on matters relating to this Agreement.

#### **ARTICLE VII** SUPPLEMENTARY ARRANGEMENTS

The SMD and HoO of IOM Albania may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

#### **ARTICLE VIII** CONFIDENTIALITY

1. All information including personal information which comes into the Parties’ possession or knowledge in connection with this Agreement is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned.
  2. The Parties shall comply with the IOM Data Protection Principles in the event that they collect, receive,
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use, transfer or store any personal data in the performance of this Agreement. A Party shall not publish any Programme related document without prior written agreement of the other Party.

3. The Party shall not use the logos of the other Party and/or Donor of the Programme without prior written agreement with the concerned Party and/or Donor.
4. The obligations under this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE IX** **INTELLECTUAL PROPERTY**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

#### **ARTICLE X** **STATUS OF IOM**

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

#### **ARTICLE XI** **DISPUTE RESOLUTION**

1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

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**ARTICLE XII**  
**ENTRY INTO FORCE, AMENDMENTS AND DURATION**

1. This Agreement shall enter into force retroactively from 8 January 2018 upon signature by the duly authorized representatives of the Parties. Upon its entry into force, the Parties will publicize it among their field and headquarters personnel.
2. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Party.
3. Either of the parties may terminate this Agreement by giving 6 (six) months' written notice to the other Party.
4. This agreement is made in two copies in English and two copies in Albanian. The State Minister for Diaspora receives one copy in English and one in Albanian, IOM receives one in English and one in Albanian. All of copies are identical. In case of divergences, the English text shall be used to resolve the difference.

IN WITNESS WHEREOF, the undersigned representatives of the State Minister for Diaspora and of the International Organization for Migration have signed the present Agreement.

Signed on 12/01/2021 in Tirana

Signed on 12/01/2021 in Tirana

*For and on behalf of  
The State Minister for Diaspora*

*For and on behalf of  
The International Organization for Migration*

*Signature*

*Signature*

*Pandeli MAJKO  
State Minister for Diaspora*

*Alma JANI  
Head of Office*

In the presence of:

Director of the National Diaspora Agency Sonila Hysa  
Director of the Albanian Diaspora Development Fund Majlinda Vogli  
Director of the Diaspora Publishing Center Mimoza Hysi  
Director of the Center for Studies and Publications for the Arbëresh Diana Kastrati.