



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE JUSTICE ACADEMY OF TÜRKİYE

AND

THE ACADEMY OF JUSTICE OF KOSOVO

CONCERNING COOPERATION
IN TRAINING OF JUDGES, PROSECUTORS,
CANDIDATE/ASSISTANT JUDGES AND PROSECUTORS

The Justice Academy of Türkiye and the Academy of Justice of Kosovo of hereinafter referred to as the Institutions;

Considering the common legal and judicial values and principles, and the need to follow-up and strengthen existing cooperation in the legal and judicial fields;

Believing in the decisive role of training of judges, prosecutors, and candidate/assistant judges and prosecutors in enhancement of functioning of judiciary for the purpose of providing support to the rule of law;

Have reached an understanding of the provisions as enumerated below:

Paragraph (1)

Purpose

1.1. The purpose of this Memorandum of Understanding (hereinafter referred to as MoU) is to elaborate the forms of cooperation between the Institutions and to plan, design and carry out training activities to enhance the qualifications of judges, prosecutors, and candidate/assistant judges and prosecutors.

Paragraph (2)

Scope

2.1. With this MoU, the Institutions will establish cooperation in order to improve the training of judges, prosecutors, and candidate/assistant judges and prosecutors and strengthen the amicable relationship between the Institutions, so as to be able to provide mutually beneficial exchange of information and experience.

Paragraph (3)

Forms of Cooperation

3.1. The Institutions will cooperate in implementation of training activities. The cooperation will include the following:

3.1.1. Joint symposiums, colloquiums, conferences, workshops, trainings, research and seminars;

3.1.2. Internships including study visits to the relevant judicial institutions for the purpose of obtaining information on judicial system of the host Institution's country;

- 3.1.3. Exchange and development of legal training programs and research and teaching materials;
- 3.1.4. Providing judges, prosecutors, and candidate/assistant judges and prosecutors of the other Institution with the opportunities for attending international symposiums, colloquiums, conferences, workshops, trainings and seminars;
- 3.1.5. Exchange of specialists and training staff in the context of judicial training;
- 3.1.6. Exchange of experience in organization and implementation of training activities;
- 3.1.7. Joint development of curricula and study programs for relevant disciplines and training courses;
- 3.1.8. Exchange of documents, letters, scientific publications and other means that could improve the knowledge of judges, prosecutors, and candidate/assistant judges and prosecutors from the two countries;
- 3.1.9. Review of educational, methodological and practical manuals;
- 3.1.10. Publishing research outputs and articles carried out under joint programs and activities on the Institutions' websites.

Paragraph (4)

Implementation of Cooperation

- 4.1. The activities and joint programs which fall under the scope of this MoU will be implemented in accordance with the applicable legislation of the Institutions' states and will be subject to the availability of allocated funds.
- 4.2. For the purpose of implementation of the forms of cooperation stated in this MoU, the Institutions will work on preparing cooperation programs and providing information on such programs to the other Institution within a reasonable time.
- 4.3. The Institutions will cooperate in order to obtain full implementation of this MoU.

Paragraph (5)

Language

5.1. The Institutions will use English language in correspondence and refer to English version of the MoU in relation to implementation hereof.

Paragraph (6)

Dispute Resolution

6.1. Any dispute which may arise from implementation or interpretation of this MoU will be settled amicably through consultations and negotiations between the Institutions.

Paragraph (7)

Amendment

7.1. This MoU may be altered at any time by providing mutual written consent of the Institutions.

Paragraph (8)

Contact Information

8.1. Any correspondence related to this MoU will be made via following official addresses:

The Justice Academy of Türkiye
Ahlatlıbel District,
İncek Şehit Savcı Mehmet Selim
Kiraz Boulevard,
Postal Code: 06800
Cankaya/Ankara/TÜRKİYE

The Academy of Justice of
Kosovo
Murat Mehmeti Street nr 1-3.
Postal Code: 10000
Prishtina/KOSOVO

Paragraph (9)

Nature

9.1. This MoU is concluded with a view to enhance and develop cooperation between the Institutions and does not constitute an international agreement binding upon the States of the Institutions under international law. No provision of this MoU will be interpreted and implemented as creating legal rights or commitments for the States of Institutions.

Paragraph (10)

Validity and Termination

10.1. This MoU will come into effect upon signature and remain valid for a period of five (5) years. Unless one of the Institutions notifies the other in writing its intention to terminate this MoU thirty (30) days prior to expiration of its validity, this MoU will automatically be extended for successive periods of two (2) years. Each Institution may terminate this MoU at any time by giving to other Institution 30 days prior written notification to that effect.

10.2. The termination of this MoU will not affect the any ongoing activities unless both Institutions decide otherwise in writing.

Signed in Antalya on 27/02/2023, in two original copies, in Turkish, Albanian and English languages, all texts being equally valid. In case of any divergence of interpretation, English version will prevail.



Muhittin Özdemir

President

The Justice Academy of Türkiye



Enver Fejzullahu

Executive Director

The Academy of Justice of Kosovo