



## MEMORANDUM OF UNDERSTANDING

# BETWEEN

# AUDIT OFFICE OF THE INSTITUTIONS OF BOSNIA AND HERZEGOVINA

AND

# STATE AUDIT OFFICE OF THE REPUBLIC OF NORTH MACEDONIA

## PREAMBLE

The State Audit Office of the Republic of North Macedonia (hereinafter referred to as "SAO") and

The Audit Office of the Institutions of Bosnia and Herzegovina (hereinafter referred to as "SAI BiH"),

hereinafter collectively referred to as "the Parties",

Confirming the willingness to strengthen and promote the cooperation between the parties in accordance with good practices and basic principles of EUROSAI and INTOSAI; and

Following good principles of equality and partnership between counterpart institutions aiming to strengthen professional capacities and promote accountable and effective government auditing

Have agreed in pursuit of the above, to enter into the present Memorandum of Understanding (hereinafter referred to as "MoU").

## ARTICLE 1

#### Purpose

The purpose of this MoU is:

1. Development of a professional and technical cooperation between the Parties founded on the principles and standards of professionalization underpinning EUROSAI and INTOSAI, where both Parties are members.

2. The collaboration will bring mutual benefit to the Parties in their efforts to enhance their professional competencies and networks.

3. The cooperation between the Parties may include areas of mutual interest including:

1) exchange of experience and organization of activities on the issues of mutual interest including consultations, seminars, round tables, conferences on the main problems of state audit;

2) interaction in the sphere of professional training and improvement of professional standards and skills of employees where one Party, by mutual agreement, invites delegations or representatives of the other Party to participate in conferences, seminars, trainings and other international events organized in Bosnia and Herzegovina and in North Macedonia respectively;

3) exchange of information and reference materials related to the activities of the Parties, including standards and methodology developments in the sphere of state audit;

4) conducting parallel, coordinated or joint audits;

5) other mutually acceptable guidance and forms of cooperation.

## **ARTICLE 2**

#### Objective of the cooperation

The Parties proclaim their intention to develop the cooperation in order to increase professional capacity and develop audit skills through exchange of experiences, with due consideration of INTOSAI international auditing standards (ISSAIs).

## **ARTICLE 3**

#### Form of cooperation

The Parties jointly undertake:

- 1. To implement the MoU and to provide the necessary resources. The results of the cooperation are commonly owned by the Parties.
- The Parties commit to making all necessary preparations for successful implementation of activities i.e. to assign the most relevant persons for active participation in the activities and to set aside time and resources needed.

### **ARTICLE 4**

## Communication between the Parties

Both Parties commit to maintaining open and effective communication on all matters pertaining to the joint activities.

Restrictions for using specific materials under joint ownership may only be put in place in cases where stipulated prior to the start of joint activities.

## **ARTICLE 5**

## Amendments and costs

The Parties cover the expenses related to the activities unless otherwise decided. Amendments and supplements to this MoU are subject to prior approval by the Parties.

#### **ARTICLE 6**

# Parties' contribution

The Parties contribute to preparing, implementing and monitoring progress of activities by their competent staff.

## ARTICLE 7

#### Exemption from responsibility

The contents of this MoU do not create obligations for the Parties. The MoU is not considered as an international treaty or agreement in public international law and cannot be applicable under the law of obligations and contract law in Bosnia and Herzegovina or North Macedonia.

#### **ARTICLE 8**

## Duration and termination of the MoU

This MoU shall enter into force upon its signing and remains into force until the Parties agree so. The MoU shall be terminated if any of the Parties declares its intention for termination. In such case, the Parties shall make the best efforts to conclude joint activities as soon as possible.

Until the conclusion of this MoU, the Parties adhere to the conditions deriving from this MoU, regarding actions performed before the date of termination.

#### ARTICLE 9

#### Changes to the MoU

This MoU may be changed only with prior consent of both Parties in writing.

# ARTICLE 10

#### Entry into force

- 1. This MoU shall enter into force on the date of signature by the Parties.
- 2. This MoU is signed in two original copies each in Bosnian/Serbian/Croatian, Macedonian and English, all texts equally authentic. In case of any dispute regarding the provisions of this MoU, the English version shall be regarded as binding.

Signed in Sarajevo, on 23.03.2023

