



ДРЖАВЕН ЗАВОД ЗА РЕВИЗИЈА
ENTI SHTETËRORE I REVIZIONIT
STATE AUDIT OFFICE



CEF

Connect. Learn. Act.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE STATE AUDIT OFFICE
OF THE REPUBLIC OF NORTH MACEDONIA**

AND

THE CENTER OF EXCELLENCE IN FINANCE

Preamble

WHEREAS, the Center of Excellence in Finance (**CEF**) supports capacity development of public officials in South East Europe through learning and knowledge sharing. We are a leader in applying people-centered learning approaches and holding the know-how of becoming and being a learning organization. As a knowledge hub, the CEF serves as a platform for knowledge exchange and training in the technical areas of public financial management, and central banking, and horizontal area of leadership and managing reforms, and learning and knowledge ecosystems.

WHEREAS, the State Audit Office of the Republic of North Macedonia (**SAO**) is an independent supreme audit institution in the Republic of North Macedonia, which transparently, timely and objectively informs the public about the findings from conducted audits, with more than 20 years of experience. The mission of the institution is to communicate audit findings timely and objectively to the Parliament, the Government, other public institutions, and to provide effective recommendations to support the state institutions to improve the management of public funds, and thereby to improve the lives of the citizens of the Republic of North Macedonia;

WHEREAS, the CEF and SAO have compatible objectives and desire to promote, develop, and strengthen their cooperation in furtherance of capacity development of North Macedonian and Southeast European public institutions and officials including, but not limited to the area of public financial management;

WHEREAS, the CEF's primary focus is on public officials of ministries of finance, central banks and tax administrations in the CEF constituency, and, together with them, the CEF includes also other public sector institutions, especially line ministries and gradually also sub-national levels of governments; and SAO's primary focus are state audits (financial, compliance and performance audits) on the Assembly of the Republic of North Macedonia, the President of the Republic of North Macedonia, the Budget of the Republic of North Macedonia and the budgets of the municipalities, the Budget users, the Budget spending units, the public enterprises, trade companies where the state is dominant shareholder, agencies and other institutions established by law, other institutions financed by public funds, the National Bank of the Republic of North Macedonia, political parties financed by Budget funds, beneficiaries of EU funds (excluding the system for implementation, management and control of the instrument for pre-accession assistance in the Republic of North Macedonia) and beneficiaries of funds from other international institutions, as well as if need on entities which are in connection with the auditees, have economic, financial or other interest and use funds that are public expenditure;

WHEREAS this Memorandum of Understanding ("Memorandum") describes the manner in which the CEF and SAO (each hereinafter referred to as "Party" and together, "Parties") intend to cooperate closely with a goal to support developments in the Southeast Europe region through capacity building (the "Partnership").

ARTICLE 1: PURPOSE AND SCOPE OF THE PARTNERSHIP

1. The purpose of this MoU is to create a formal basis for the continued cooperation on joint activities between the Parties for the advancement of high quality public financial management including, but not limited to:
 - (a) Advocacy, promoting each other's services and work, share best practice and facilitate introductions to other stakeholders or partners.
 - (b) Collaborating on courses, training, and qualifications to improve skills and capacity. With a view of trying to establish a community of practitioners.
 - (c) Collaborating on joint activities in the region including but not limited to press releases, thought leadership pieces, events and webinars.
2. The Parties will consult periodically with the aim of information sharing and exploring shared objectives and joint benefits for capacity development in order to determine and develop further the potential scale and scope of cooperation.

ARTICLE 2: GENERAL PRINCIPLES OF THE PARTNERSHIP

1. The Parties will seek the most suitable ways to strengthen cooperation in the best possible manner. The partnership amongst the parties will reflect complementarity of their mandates, activities and programs.
2. If it is considered convenient, the Parties will take part or inform each other of activities that might be beneficial for the other party.

ARTICLE 3 TERM AND REVIEW OF THE PARTNERSHIP

1. The Parties agree that their cooperation pursuant to this Memorandum shall be for an initial period of three (3) years with possibility of its extension.
2. The Parties agree to review the implementation of the Partnership after a period of 2 years in order to consider any proposals for revisions to this Memorandum.

ARTICLE 4: CONTACTS AND LIAISING

Each Party will appoint an official contact point who will coordinate the activities of each Party in carrying out this Memorandum.

CEF Contact Point: Kaja Jurtela, Program Specialist
kaja.jurtela@cef-see.org

SAO Contact Point: Tanja Janevska, Assistant Auditor General
tanja.janevska@dzr.gov.mk

ARTICLE 5: VISIBILITY

The Parties will support visibility following a reciprocal approach. Visibility will be given to the Parties according to their role within joint activities and pursuant applicable rules.

GENERAL PROVISIONS

1. This Memorandum reflects the views and intentions of the Parties, expressed in good faith but without the creation of any legal obligations or entitlements towards each other or towards any third party.
2. This Memorandum does not constitute an agreement or commitment by either Party to enter into, carry out or provide support for any specific activity or project.
3. This Memorandum may be amended by mutual written agreement of the Parties.
4. Any dispute over the interpretation or application of any provision herein contained shall be settled amicably through consultations or by such other means, as the Parties shall mutually agree.
5. In keeping with the administrative nature of the arrangements contemplated, no provision of this Memorandum will be construed to interfere in any way with the independent decision-making autonomy of each Party with regard to their respective affairs and operations. All collaboration, projects and activities pursued under this Memorandum shall be subject to the applicable policies, procedures and approval requirements of each Party and cooperation arrangements mutually agreed for specific project and activities.
6. Each Party may disclose this Memorandum, and information with respect to the collaborative activities contemplated herein in accordance with its respective policies and procedures relating to the disclosure of information that are in effect at the time of such disclosure. For the avoidance of doubt, any information shared by either Party in connection with this Memorandum that is identified as confidential at the time of disclosure will be treated by the Parties as confidential, and no Party shall reveal such confidential information to third parties without the prior written consent of the disclosing Party. The Parties plan to consult with each other concerning the manner and form of any public acknowledgement of the other Party's support regarding the activities.
7. Nothing in this Memorandum shall constitute a waiver of the immunities and privileges of the CEF or SAO.

ARTICLE 6: ENTRY INTO FORCE

1. This Memorandum shall enter into force upon its signature by both Parties.
2. Either Party may terminate this Memorandum by giving not less than three months' notice in writing to the other Party. The ongoing activities will be completed, irrespective of the termination date, if not otherwise agreed mutually by both parties.

IN WITNESS WHEREOF, the CEF and SAO, each acting through their representatives duly authorized hereunder, have signed this Memorandum of Understanding on the date written above in two original counterparts, each in English and Macedonian language, all

texts being equally authentic. In case of any dispute, regarding the provisions of this MoU, the English version shall be binding


State Audit Office (SAO)



Name: Maksim Acevski
Title: Auditor General
Date: 29.06.2022

Center of Excellence in Finance (CEF)

Name: Jana Repanšek
Title: Director
Date: 29.06.2022


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