

INTERNATIONAL AGREEMENT

BETWEEN

REPUBLIC OF KOSOVO

REPUBLIC OF ALBANIA

AND

INTERNATIONAL COMMITTEE OF THE

MEDITERRANEAN GAMES

INTERNATIONAL AGREEMENT

PREAMBLE

This INTERNATIONAL AGREEMENT (hereinafter referred as this “Agreement”) is between the Government of the Republic of Kosovo, the Council of Ministers of the Republic of Albania and the International Committee of the Mediterranean Games (individually referred as a “Party” and collectively referred as the “Parties”).

Recalling that the Parties signed the Contract on the 8th of September 2023 between the ICMG and the Host City of the XXI Mediterranean Games (hereinafter referred as the “Contract”).

Recalling that the Government of the Republic of Kosovo has accepted the obligations deriving from the Contract and shall carry out certain rights and obligations, with the aim to implement the provisions of the ICMG Charter; and

Recognizing that the Parties wish to specify further the terms for implementing the Contract and achieve the objectives.

The Parties hereby agree as follows:

ARTICLE 1

Scope of the Agreement

Section 1.1. Scope

- a) The purpose of this Agreement is recognition of the ongoing efforts on organizing the XXI Mediterranean Games as defined in the Contract concluded in Heraklion on the 8th of September 2023. Organization of the Mediterranean Games shall be implemented in accordance with the present Agreement, the Contract which forms part of this Agreement as an Annex 1 including the Bidding Book.
- b) The expected results of this Agreement are:
 - i. Implementation of this Agreement by designating competent authorities, rights, and obligations to carry out tasks;
 - ii. Establishment of the Organizing Committee of the Mediterranean Games 2030;
 - iii. Supervision of the preparatory processes for organizing Mediterranean Games is strengthened;
 - iv. Effectively coordinate organization and implementation of the XXI Mediterranean Games 2030.

ARTICLE 2

Competent Authorities and Implementation

Section 2.1. Competent Authorities and Implementation

- a) The Government of Kosovo is committed to implement obligations deriving from this Agreement.
- b) The Council of Ministers of the Republic of Albania hereby officially declares its dedication to fulfilling all obligations pertinent to the hosting of the Mediterranean Games within the city of Durres. They shall be accordingly represented on the OCMG's Board by a designated representative. Additionally, the Council of Ministers of the Republic of Albania pledges to oversee the provision of security and transportation services for both sports venues and non-sports facilities (including the airport) or other points of entry/departure. Furthermore, they commit to organizing medical assistance for all accredited individuals, encompassing anti-doping controls.
- c) The International Committee of the Mediterranean Games, sole and exclusive owner of the Mediterranean Games and of the Mediterranean Beach Games, is the international body concerned to supervise the Mediterranean Games and to ensure their running according to the Olympic ideal, as described in the ICMG Charter, in the provisions of the Contract and in line with this Agreement.

Section 2.2. Organizing Committee of the Mediterranean Games

- a) Parties agree that Organizing Committee of the Mediterranean Games shall be established in accordance with this Agreement, in line with Article 6 of the Contract and in accordance with the respective Law on Freedom of Association in Non-Governmental Organizations.
- b) Parties agree to appoint a representative from their respective to serve as contact persons to facilitate communication.

ARTICLE 3

Responsibilities of the Government of Republic of Kosovo

Section 3.1. Role of the Government of Kosovo

- (a) Government Responsibilities. The Government shall promptly take all necessary or appropriate actions to carry out all its obligations under this Agreement and any other Supplemental Agreement, and to delegate its rights and responsibilities to entities, including the legal entity that is to be established pursuant to national legislation to implement the Agreement and to exercise and perform Government's rights and responsibilities. In addition, the Government shall enact necessary legislation that may be required to ensure implementation of the obligations deriving from the Agreement.
- (b) The Government shall fulfill its obligations under this Agreement in accordance with the applicable legislation in the Republic of Kosovo.

- (c) Municipalities, when exercising autonomous or delegated authority, are internationally and domestically liable for the performance of obligations foreseen herewith.

Section 3.2. Role of the Organizing Committee of the Mediterranean Games

- (a) Upon a successful candidacy, pursuant to the Contract between the parties, the Government in line with provisions of this Agreement has designated the Organizing Committee of the Mediterranean Games, an independent non-profit organization with legal personality to be established pursuant to Law No. 06/L-043 on Freedom of Association in Non-Governmental Organizations amended and supplemented by the Law No. 08/L-224 as the primary agent of the Government to implement the Agreement, and perform Government's rights and responsibility to oversee, manage and implement the Agreement, including without limitation, allocating resources and managing procurements and other processes related to organizational procedures for XXI Mediterranean Games.
- (b) The Parties note that the Government remains ultimately responsible for the performance of the Government's obligations under or in relation to this Agreement.
- (c) The "OCMG" referenced in the Contract shall be deemed to refer to Organizing Committee of the Mediterranean Games and all obligations assigned to OCMG shall be obligations to Organizing Committee of the Mediterranean Games established in line with the Agreement and in line with national legislation for Freedom of Association in Non-Governmental Organizations.
- (d) The Government shall ensure that OCMG remains throughout the Contract Term duly organized, sufficiently staffed, and empowered to exercise the Designated Rights and Responsibilities.

Section 3.2.1. Additional Government Undertakings with Respect to OCMG. The Government hereby affirms to OCMG as follows:

- (a) Power and Authorization. OCMG has the power and authority to:
- i. bind the Government to the full extent of the Designated Rights and Responsibilities;
 - ii. execute its obligations under this and any other Supplemental Agreement; any Implementation Letter.
- (b) Government Responsibilities. OCMG shall:
- i. carry out the Designated Rights and Responsibilities with due care, efficiency and diligence in conformity with technical, financial and management practices, and in conformity with this Agreement and national legislation in place;
 - ii. shall not assign, delegate or otherwise transfer any of the Designated Rights and Responsibilities without the prior written consent of Supervisory Authority of the OCMG;

- iii. shall not undertake any activities, duties or responsibilities other than Designated Rights and Responsibilities without the prior written consent of Supervisory Authority of the OCMG.

(c) Autonomy. The Government shall ensure that:

- i. no decision of OCMG is modified, supplemented, unduly influenced or rescinded by any governmental authority, except by a final and non-appealable judicial decision and
- ii. the authority of OCMG shall not be expanded, restricted or otherwise modified, except in accordance with this Agreement.

d) Governance and structure of OCMG.

- i. OCMG shall adopt the Statute and internal rules and regulations ("**Internal Regulations**") and a human resource manual ("**HR Manual**"), each in form and substance satisfactory to OCMG, that shall provide the framework for OCMG's operations and administration and the general terms and conditions for employment of its staff. OCMG shall conduct its operations and management in accordance with the Governing Documents (including the Internal Regulations) and in accordance with applicable national legislation.
- ii. OCMG shall have a Board of Directors in line with this Agreement and in line with the Law on Freedom of Association in Non-Governmental Organizations. Board of Directors consists of prominent representatives from a range of institutions and organizations, including but not limited to:
 - Prime Minister of Kosovo;
 - Ministry of Finance of Kosovo;
 - Ministry of Sport of Kosovo;
 - Ministry of Spatial Planning and Infrastructure of Kosovo;
 - Ministry of Local Government of Kosovo;
 - Ministry of Foreign Affairs of Kosovo;
 - Ministry of Sport of Albania
 - Municipality of Prishtina;
 - National Olympic Committee of Kosovo;
 - National Olympic Committee of Albania;
 - Athlete's representatives;
 - Other sport contributors.

As a result of ongoing developments, the organizational structure of the OCMG may undergo reshaping in the future. The OCMG's efforts will receive additional support from a team of external experts as well as a coordination group comprising of local representatives. These external experts will bring specialized knowledge and skills to assist the OCMG in addressing complex issues. Meanwhile, the coordination group consisting of local representatives will ensure that the OCMG serves the need of the community it serves, facilitating effective communication and collaboration between the OCMG and local stakeholders.

f) Funding of the OCMG. In line with the Contract, the funding for OCMG will primarily

come from the Government of the Republic of Kosovo, supplemented by contributions from international mechanisms, donors, and various other sources. Funding may be used in compliance with applicable national legislation. OCMG shall implement national legislation including high standards related to budgeting, accounting, cash management, financial transactions, personnel and payroll management, travel and vehicle use, asset and inventory control, audits, and reporting.

- g) Publicity and Transparency. OCMG shall work with transparency and openness to the public and shall give appropriate publicity to XXI Mediterranean Games 2030.
- h) OCMG Indemnity. If OCMG is held liable under any indemnification or other similar provision of any agreement, then the Government shall pay such indemnity in full on behalf of OCMG and shall not use OCMG Funding, the Government Contribution to satisfy such obligation. In addition, the Government shall indemnify and hold harmless each member of OCMG's Board of Directors (including each observer), each member of any Stakeholders and each of OCMG's Key Staff and employees from any claim, loss, action, liability, cost, damage or expenses incurred by such person in the performance of its duties on behalf of OCMG, *provided, however*, that the Government shall have no obligation to indemnify any such person if and to the extent that any such claims, losses, actions, liabilities, costs, damages or expenses are attributable to the fraud, gross negligence or willful misconduct of such person; and *provided, further*, that the Government shall not use OCMG Funding and the Government Contribution to satisfy its obligations under this Agreement.
- i) Logo. OCMG shall create its own logo and use such logo as well as the name "Organizing Committee of the Mediterranean Games 2030" and "OCMG 2030".

Article 4

Responsibilities of the Council of Ministers of the Republic of Albania

Section 4.1. Role of the Council of Ministers of the Republic of Albania

- a) The Council of Ministers of the Republic of Albania shall take all necessary or appropriate actions to carry out its obligations and to delegate its rights and responsibilities to entities.
- b) The Council of Ministers of the Republic of Albania may enact necessary legislation that may be required to ensure implementation of the obligations deriving from the Agreement.
- c) The Council of Ministers of the Republic of Albania through its institutional mechanisms provides organization of security and transportation for the sports venues and non-sports venues (airport) or other points of entry/departure as well as the organization of the medical assistance for all accredited persons including anti-doping controls.
- d) The Council of Ministers of the Republic of Albania shall fulfill its obligations under this Agreement in accordance with the applicable legislation in the Republic of Albania.

- e) Municipality of Durres, when exercising autonomous or delegated authority, is internationally and domestically liable for the performance of obligations foreseen herewith.

Section 4.2. Autonomy.

- a) The Council of Ministers of the Republic of Albania shall ensure that:
 - i. no decision of OCMG is modified, supplemented, unduly influenced or rescinded by any governmental authority, except by a final and non-appealable judicial decision and
 - ii. the authority of OCMG shall not be expanded, restricted or otherwise modified, except in accordance with this Agreement.
- b) The Council of Ministers of the Republic of Albania shall have a representative part of the OCMG's Board to facilitate and effectively coordinate implementation of the obligations deriving from the Agreement.

Article 5

The International Committee of the Mediterranean Games

Section 5.1. Role of the International Committee of the Mediterranean Games

- a) The International Committee of the Mediterranean Games commit jointly and mutually to fulfill obligations with the provisions of the ICMG Charter, decisions, directives, and recommendations of the ICMG Executive Committee.
- b) The International Committee of the Mediterranean Games commit to provide knowledge and support the parties based on the lessons learned from experiences in organizing Mediterranean Games.
- c) The International Committee of the Mediterranean Games may terminate this Agreement and Contract and withdraw the Games if the Host Country fails to comply with obligations deriving from the Contract.

Article 6

Policy and Implementation framework

Section 6.1. Implementation framework

- a) The framework for the implementation of this Agreement shall be further elaborated in a set of documents, in form and substance approved by the OCMG's Board and ICMG, consisting of but not limited to:
 - i. Master Plan;
 - ii. Work Plan;
 - iii. Detailed Financial Plan;
 - iv. Audit Plan;

- v. Procurement Plan;
 - vi. Monitoring and Evaluation Plan.
- b) For implementation of the Section 6.1. of this Agreement, OCMG may issue specific legal acts regulating procedures pertaining to master plan, financial audit, procurement and monitoring and evaluation processes, ensuring compliance with best international practices as outlined by the World Bank. Legal acts of the OCMG shall establish comprehensive procedures and guidelines to ensure transparency, efficiency, integrity, and accountability in all relevant activities, including mandatory documentation, roles and responsibilities, compliance mechanisms, and ethical standards and non-discrimination.

Section 6.2. Policy and planning framework for supplemented documents

- a) Master Plan is the basic policy and planning document that details and breakdown obligations related to 2030 Games. The Mater Plan shall contain objectives, measures, goals, actions, authorities, budget, time frame for implementation of activities and shall contain at least the followings:
- i. Sports Infrastructure;
 - ii. Urban Planning;
 - iii. Organization of 2030 Games;
 - iv. Media Rights;
 - v. Transport;
 - vi. Accommodation;
 - vii. Accreditation; and
 - viii. Other.

From the Master Plan may derive additional action plans to further facilitate implementation of related measures.

- b) Work Plan shall be developed and implemented by OCMG in form and substance satisfactory to OCMG's Board and ICMG, for the overall administration of the Program and such other work plans relating to the activities.
- c) Detailed Financial Plan shall be developed by OCMG on an annual basis for each year of the remaining years OCMG, a detailed financial plan in accordance with the Reporting Guidelines.
- d) Audit Plan shall be developed and implemented by OCMG for the audit of the expenditures of the entities that are subject to audit pursuant to the Audit Guidelines. The Audit Plan shall be in form and substance satisfactory to OCMG's Board and ICMG and shall be developed no later than sixty (60) days before the end of the first period to be audited.
- e) Procurement Plan shall be developed periodically by the OCMG for acquiring the goods, works, and consultant and non-consultant services needed to implement the Contract.

- f) Monitoring and Evaluation Plan shall be developed and implemented by the OCMG to serve as the primary governing document for monitoring and evaluation activities. The Monitoring and Evaluation Plan shall be developed, implemented, and updated on a regular basis by the OCMG.

Article 7 **Final provisions**

7.1 The Contracting Parties shall notify in writing each other about the completion of their respective domestic requirements for the entry into force of this Agreement. This Agreement remain valid until the Parties have duly fulfilled all the obligations hereto, unless terminated as hereunder provided.

7.2 If any of the Parties considers it desirable to amend this Agreement, it may request in written prior to the consultations with the other Parties, as entitled by this Agreement. Any amendments to this Agreement, shall be agreed upon in writing between the Parties and shall form part of this Agreement as an Annex.

7.3 Any disputes arising out of the implementation of this Agreement shall be amicably settled by negotiations between Parties or through diplomatic channels.

7.4 If events resulting from force majeure (natural disaster, etc.) prevent execution of the Agreement, either Party may terminate the Agreement with effect from the moment the execution becomes impossible. The other Parties shall be notified in writing of this decision.

IN WITNESS THEREOF, the undersigned, being duly authorized by the Parties hereto, sign this Agreement in three equally authentic originals in the Albanian and English language. In case of divergence of interpretation of this Agreement, the English version shall prevail.

For: The Government of the Republic of Kosovo

Place and date: _____

For: The Council of Ministers of the Republic of Albania

Place and date: _____

For: The International Committee of the Mediterranean Games

ANNEX 1 - XXI Mediterranean Games

