



Providing Secretariat services to the

**themis**  
NETWORK



European Union Network for the Implementation  
and Enforcement of Environmental Law

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN IMPEL & THE REC**

ON CORE ELEMENTS OF FUTURE CO-OPERATION BETWEEN THE REC, in its capacity as THEMIS  
NETWORK Secretariat, AND IMPEL

2. Nothing in this Memorandum shall prejudice the manner in which the Statutes of IMPEL are applied and interpreted. IMPEL will work closely with the REC, in its capacity as THEMIS NETWORK Secretariat, while retaining full powers and responsibilities for its management and decisions and actions directed towards third parties.
3. The provisions of this Memorandum shall be without prejudice to the privileges and immunities of the REC.
4. Nothing in this Memorandum or activity relating thereto shall be considered as a waiver of the privileges and immunities of the REC, nor as conferring any privileges or immunities of the REC to IMPEL or its personnel, and vice versa.
5. Nothing in this Memorandum shall prejudice the manner in which determines its course of action on issues concerning the implementation and enforcement of European legislation on the environment or any other related to its work plans and governance
6. This Memorandum is by its nature not a contract and does not have any legally binding effect.

#### *Article 2 – Advisory support and exchange of information*

1. The REC, in its capacity as THEMIS NETWORK Secretariat, will give advisory support to IMPEL with reference to the aim of gaining membership status in IMPEL for the relevant regulatory / enforcement bodies in Serbia, Bosnia & Herzegovina and Montenegro.
2. The REC, in its capacity as THEMIS NETWORK Secretariat, will provide IMPEL with assistance in identifying potential IMPEL member organisations for its Nature Protection and Land & Water Expert Teams
3. IMPEL and the REC, in its capacity as THEMIS NETWORK Secretariat, will exchange each other's newsletters and publish these on each other's websites.
4. IMPEL will, where relevant, share with the REC, in its capacity as THEMIS NETWORK Secretariat, IMPEL project abstracts.
5. IMPEL and the REC, in its capacity as THEMIS NETWORK Secretariat, will share project outcomes or outputs of its activities and projects on each other's websites.

#### *Article 3 – Participation in meetings, projects and other events*

1. The REC, in its capacity as THEMIS NETWORK Secretariat, will be invited to attend and take part as 'Observers' in accordance with IMPEL's internal rules at General Assembly meeting. IMPEL will be invited to attend as observers at THEMIS Executive Committee meetings and other events organized by the REC, in its capacity as THEMIS NETWORK Secretariat, for which IMPEL's presence and contribution is considered relevant.
2. IMPEL will inform and share with the REC, in its capacity as THEMIS NETWORK Secretariat, its Annual Work Programme, including relevant projects, and its Multi Annual Work Programme. THEMIS will inform and share with IMPEL its Annual Work Programme, and its Multi Annual Work Programme.
3. Members of IMPEL may take part in THEMIS activities, upon the THEMIS project manager's consent. Participation is at the level of observer only.
4. The beneficiaries of the THEMIS NETWORK may take part in IMPEL projects, upon the project managers consent. Participation is at the level of observer only.
5. The REC, in its capacity as THEMIS NETWORK Secretariat, and IMPEL may cooperate on the IMPEL Review Initiative (IRI) / Peer review process e.g. exchange of knowledge, experts, participation.



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#### *Article 4 – Points of contact*

1. The Secretariats of IMPEL and THEMIS will exchange information on a regular basis and supplement this with yearly dialogue meetings.
2. IMPEL and the REC shall nominate a contact person responsible for coordinating the implementation of the provisions of this Memorandum. Any change of the contact person shall be communicated forthwith to the other Party.

#### *Article 5 – Amendments and Termination*

1. This Memorandum can be amended any time by written mutual consent of IMPEL and the REC. The party proposing an amendment shall communicate such proposal to the other party. If the other party agrees with a proposed amendment in writing, such amendment shall then be included in the Memorandum.
2. Either IMPEL or the REC, in its capacity as THEMIS NETWORK Secretariat, may decide unilaterally to terminate this Memorandum as and when they see fit.
3. The Memorandum will be deemed to be terminated either on a date to be mutually agreed between IMPEL and the REC, in its capacity as THEMIS NETWORK Secretariat, or, in the absence thereof, on the first day of the month following that during which either party has informed the other that it has decided to terminate the Memorandum.

#### *Article 6 – Resolution of disputes*

1. Disputes emerging from the implementation or application of this Memorandum shall be resolved between IMPEL and the REC by mutual agreement or in such other manner as agreed between the parties.

#### *Article 7 – Entry into force*

1. This Memorandum will come into effect on the date of its signature by authorised representatives of IMPEL and the REC, in its capacity as THEMIS NETWORK Secretariat, and will continue in full force and effect until it is terminated.

Done in two identical copies on 01 December 2015 in Luxembourg,

  
For the REC in its capacity as THEMIS  
Network Secretariat

The Executive Director  
Marta SZIGETI BONIFERT

  
For IMPEL a.i.s.b.l.

The Vice Chair of the Board  
Chris DIJKENS