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DĐ. 30.03.26



ILD
INSPEKTORI I LARTË
I DREJTËSISË

MEMORANDUM OF UNDERSTANDING

Between the Office of the High Inspector of Justice of the Republic of Albania and the High Judicial Council of the Portuguese Republic

The **Office of the High Inspector of Justice of the Republic of Albania (ILD)**, represented by the High Inspector of Justice, Mr. Artur Metani, and The **High Judicial Council of the Portuguese Republic (CSM)**, represented by the Vice-president, Mr. Luís Azevedo Mendes, hereinafter individually referred to as a “Party” and collectively as the “Parties”,

desiring to further strengthen the ties of friendship, mutual understanding and institutional cooperation between their respective bodies,

recognizing the importance of promoting the proper administration of justice, institutional integrity, accountability, professionalism and the continuous improvement of judicial systems,

acknowledging the relevance of the exchange of experience, expertise and best practices in areas relating to inspections, disciplinary inquiries, disciplinary investigations and other matters of common interest,

mindful of the need to ensure that such cooperation is pursued in full respect for judicial independence, the constitutional and legal powers of each institution, and the applicable rules governing confidentiality, data protection and professional secrecy,

have reached the following understanding:

ARTICLE 1

Purpose and objectives

1. The purpose of this Memorandum of Understanding (hereinafter “Memorandum”) is to establish a framework for cooperation between the Parties in the fields of judicial inspections, disciplinary inquiries, and other matters of mutual interest concerning the organization and functioning of the judiciary.

2. The cooperation under this Memorandum shall, in particular, seek to:

- a) promote the exchange and development of best practices, methodologies, standards and tools relating to judicial inspections, supervision, monitoring and evaluation.
- b) facilitate the sharing of experience and approaches concerning the initiation, conduct and follow-up of disciplinary inquiries and proceedings involving judges.
- c) foster high standards of professional conduct, ethics and integrity within the judiciary.

- d) support training, professional development and capacity-building in areas covered by this Memorandum.
- e) address any other matters that the Parties may jointly consider relevant.

ARTICLE 2

Principles of Cooperation

Cooperation under this Memorandum shall be guided by the following principles:

- a) respect for the independence of the judiciary and the institutional autonomy of each Party.
- b) respect for the constitutional, legal and regulatory framework governing each Party.
- c) reciprocity, mutual trust and mutual benefit.
- d) good faith, discretion and confidentiality.
- e) full observance of the applicable domestic law of each State and of relevant international obligations.

ARTICLE 3

Fields of Cooperation

Cooperation under this Memorandum may, inter alia, cover the following areas:

1. Inspections and supervision:
 - a. institutional models and legal frameworks for inspections and oversight of courts and judges.
 - b. planning, conducting and reporting on regular and ad hoc inspections.
 - c. evaluation criteria and performance indicators for courts and judges, in accordance with the applicable legal framework of each Party.
 - d. use of digital tools, information systems and data for inspection, supervision and monitoring purposes.
2. Disciplinary inquiries and proceedings:
 - a. legal frameworks, standards and procedures governing disciplinary liability of judges.
 - b. techniques for fact-finding, evidence assessment, and the drafting of reports, recommendations and decisions in disciplinary matters.
 - c. safeguards for judicial independence, due process and fair trial rights in disciplinary proceedings.
 - d. case management systems and statistical monitoring of disciplinary matters.
3. Professional ethics and integrity:
 - a. judicial codes of conduct and ethical guidelines.
 - b. prevention and management of conflicts of interest.
 - c. integrity risk assessment and mitigation measures.

4. Institutional development and governance:
 - a. organisational structures and internal procedures of the Parties.
 - b. human resources management, training policies and performance assessment of staff involved in inspections, inquiries and disciplinary work.
 - c. strategic planning, communication strategies and relations with other judicial and public authorities.
5. Other areas of common interest:

Any other topic related to the mandate of the Parties that may be identified by mutual consent as an area of common interest.

ARTICLE 4

Forms of Cooperation

1. In order to achieve the objectives of this Memorandum, the Parties may, subject to their respective mandates, legal frameworks and available resources, cooperate through, inter alia:
 - a) exchange of information, documentation, analyses and non-confidential case studies, including legislation, internal regulations, guidelines, manuals, reports and statistics.
 - b) study visits, job shadowing and short-term staff exchanges.
 - c) joint workshops, seminars, conferences and training activities for inspectors, judges and other relevant staff.
 - d) thematic expert meetings and working groups, including on digitalisation, data analysis and emerging issues in inspection and disciplinary practice.
 - e) development of joint or coordinated projects and initiatives, where appropriate, including, where considered suitable, in cooperation with other national or international partners.
 - f) any other form of cooperation agreed between the Parties.
2. The specific activities, including their scope, timelines, venues, and expected outputs, may be detailed in separate implementation arrangements, work plans, or activity programs agreed upon by the Parties.

ARTICLE 5

Contact Points

1. The Parties designate the following as their respective points of contact:

(i) High Inspector of Justice:

Eljona Bylykbashi
Director of Directorate for Legal Services
Adress: Bulevardi "Dëshmorët e Kombit",
Godina 13, Tiranë, Shqipëri
eljona.bylykbashi@ild.al

(ii) High Judicial Council:

Margarida Sousa
Coordinating Inspector
Rua Duque de Palmela, 23 1250-097
Lisboa, Portugal
margarida.p.sousa@csm.org.pt

2. The designated contact points shall liaise with one another regarding the planning, coordination and follow-up of activities undertaken within the framework of this Memorandum.

3. Any change in the designation of a contact point shall be communicated in writing to the other Party without undue delay.

ARTICLE 6

Confidentiality

1. The Parties shall treat as confidential any information exchanged under this Memorandum which, by its nature, content or express indication, is to be regarded as confidential.

2. Such information shall not be disclosed to any third party, nor used for purposes other than those contemplated under this Memorandum, without the prior written consent of the Party that provided it, unless disclosure is required by applicable law.

3. Nothing in this Memorandum shall be construed as requiring either Party to disclose information the communication of which would be contrary to its domestic law, institutional rules, legal duties of confidentiality or the proper discharge of its functions.

ARTICLE 7

Data Protection and Professional Secrecy

1. Any exchange or processing of personal data within the framework of this Memorandum shall be carried out in accordance with the domestic law applicable to each Party and with the relevant principles of data protection in force in their respective legal systems.

2. This Memorandum shall be implemented without prejudice to obligations relating to professional secrecy, confidentiality, judicial secrecy, the protection of ongoing investigations or proceedings, or any other legal duty of non-disclosure binding upon either Party and its office holders, judges, inspectors, staff members or collaborators.

ARTICLE 8

Costs and Resources

1. Unless otherwise decided in writing, each Party shall bear the costs and expenses it incurs in the implementation of this Memorandum.

2. This Memorandum does not constitute a financial commitment or a legal obligation for either Party to provide funding for any activity.

3. The Parties may, on a case-by-case basis and subject to their respective internal procedures and budgetary availability, explore options for mutual technical or logistical support for specific activities.

4. Neither Party shall seek reimbursement from the other for expenses arising from the execution of this Memorandum, except where a specific written agreement has been reached in advance.

ARTICLE 9
Legal Status

1. This Memorandum reflects the common intention of the Parties to cooperate in the matters set forth herein.

2. It does not create legally binding obligations under international law, nor shall it be interpreted as limiting, modifying or affecting the statutory powers, prerogatives or responsibilities of either Party.

3. Any specific project or activity which the Parties may wish to carry out under this Memorandum may, where necessary, be governed by separate written arrangements.

ARTICLE 10
Implementation, Review and Work Plan

1. The Parties may meet, whenever deemed appropriate, in order to review the implementation of this Memorandum, assess the progress of cooperation and consider possible new forms or areas of collaboration.

2. For the purpose of facilitating follow-up to activities undertaken under this Memorandum and identifying new opportunities for cooperation, the Parties may jointly establish an annual work plan.

3. Any such work plan shall be of an indicative and operational nature and shall not, in itself, create legally binding obligations for either Party unless expressly provided otherwise in writing.

ARTICLE 11
Amendments

This Memorandum may be amended at any time by mutual written consent of the Parties. Any such amendment shall take effect on the date agreed upon by the Parties.

ARTICLE 12
Settlement of Differences

Any difference arising from the interpretation or implementation of this Memorandum shall be settled amicably through consultations and direct negotiations between the Parties.

ARTICLE 13
Entry into Effect, Duration and Termination

1. This Memorandum shall come into effect on the date of its signature by both Parties.

2. This Memorandum shall remain in effect for an indefinite period, unless either Party notifies the other Party in writing of its intention to terminate it.

3. Either Party may terminate this Memorandum by giving written notice to the other Party at least 90 days in advance.

4. The termination of this Memorandum shall not affect the completion of any ongoing activity or initiative already commenced by mutual consent, unless the Parties decide otherwise.

ARTICLE 14
Languages

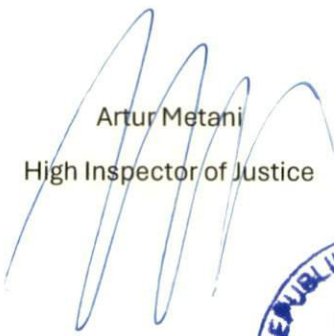
1. This Memorandum is drawn up in the Albanian, English and Portuguese languages, all three texts being equally authentic.

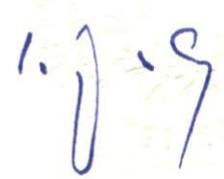
2. In the event of any divergence in interpretation between the English, Albanian, and Portuguese versions of this Memorandum, the English text shall prevail.

Signed at Lisbon, on 26 March 2026, in three original counterparts, in the Albanian, English, and Portuguese languages, each Party retaining one original set.

The High Inspector of Justice of the
Republic of Albania

The High Judicial Council of the
Portuguese Republic


Artur Metani
High Inspector of Justice


Luís Azevedo Mendes
Vice-President

