



Republika e Kosovës  
Republika Kosova-Republic of Kosovo  
Qeveria-Vlada-Government  
Fondi i Sigurimeve Shëndetësore



Republika e Kosovës  
Republika Kosova - Republic of Kosovo  
Oda e Farmacistëve të Kosovës  
Komora Farmaceuta Kosova  
Chamber of Pharmacists of Kosovo  
Nr.Br.No. 53 Dt 23.09.19

/stamped/



## COOPERATION AGREEMENT

between

HEALTH INSURANCE FUND

and

CHAMBER OF PHARMACISTS OF KOSOVO

**SINCE** the Health Insurance Fund (hereinafter 'the HIF') and the Chamber of Pharmacists of Kosovo (hereinafter 'the OFK') have agreed to this Cooperation Agreement (hereinafter referred to as 'the agreement').

**GIVEN THAT** the HIF and OFK (hereinafter referred to as the "parties") share the same aims in providing healthcare and other related services at a higher and quality level, and in order to support the achievement of sectoral objectives by setting standards in the provision of healthcare in the Republic of Kosovo;

**THEREFORE**, the Parties have agreed to strengthen their cooperation under this Cooperation Agreement and to establish cooperation frameworks for the full implementation of this Agreement.

### 1. PURPOSE

- 1.1. The purpose of the agreement is to establish cooperation between the Parties on matters of common interest and with particular emphasis on the exchange of data between the HIF Information System ("SIF") and the OFK's Information System.
- 1.2. This agreement sets out the conditions under which the parties enable the exchange of data from their respective systems.

### 2. SCOPE

- 2.1 The scope of this agreement is to provide information to pharmacists licensed in OFK.
- 2.2 The reading of the data shall be made available electronically, through the Web Services or by linking systems with access only by authorized users.
- 2.3 The Parties may draft guidelines (procedure) for the exchange of data defining the type of data to be exchanged at the technical level of information.

### 3. RELEVANCE

- 3.1. The exchange of data of licensed pharmacists is of paramount importance to the Fund's Information System, including licensed pharmacies and pharmacists.
- 3.2. Licensed pharmacist data helps to enable and disable automatic e-prescription access based on pharmacist license status.
- 3.3. Providing licensed pharmacist data helps in the process of contracting pharmacies and accurately identifying pharmacists.

#### **4. DATA EXCHANGE METHOD**

- 4.1. The exchange of data between the parties designated by this Agreement shall be in accordance with the Standard Operating Procedure (SOP) which is attached to this Agreement and is an integral part thereof.
- 4.2. The SOP will set out all procedures on how the exchange will take place between the parties, define the type of data to be exchanged, the frequency of the exchange and other technical aspects.

#### **5. COMMITMENTS OF HIF**

- 5.1. The HIF will provide the appropriate technology to be used as a bridge between systems.
- 5.2. The HIF is committed to keeping resources accessible and up to date.
- 5.3. The HIF is committed that the data that will be used by its officials are subject to security mechanisms and as such will only be used for the purposes of this memorandum and will not be disclosed to other unauthorized parties.

## **6. COMMITMENTS OF OFK**

- 6.1. OFK will provide the adequate technology to be used as a bridge between systems.
- 6.2. OFK is committed to keeping resources accessible and up to date.
- 6.3. OFK agrees that the data owned or held by licensed pharmacists shall be made available to the HIF in real time, through access as described in the SOP.
- 6.4. OFK is committed to inform the HIF without delay in the event of any changes to the data required above for licensed pharmacists.

## **7. RETENTION OF COLLECTED INFORMATION AND SURVEILLANCE**

- 7.1. The Parties agree that the data to be exchanged is confidential and as such will be used only for the purposes of this Agreement and only within its framework.
- 7.2. The processing and use of personal data by this memorandum shall be in accordance with the legislation in force on the protection of personal data.
- 7.3. In case of suspicion of breach of information security of any kind, the injured party must immediately notify the other party and both parties reserve the right to temporarily suspend data exchange until the situation is clarified.

## **8. RESPONSIBILITY**

- 8.1. For the purposes of this Agreement, each Party is an independent Contractor. No Party shall have the power to make any declaration, representation or commitment of any kind, or to take any action that will be binding on the other Party, unless expressly provided in this Agreement or authorized by writing by the other Party.
- 8.2. Each Party shall be solely responsible for the manner in which it carries out part of its cooperative activities under this Agreement and/or any other agreement. Thus, neither party shall be liable for any loss, accident, damage caused by that party or by the other party, or by employees, consultants or subcontractors of the other party related to with or as a result of collaboration for realization of activities under this Agreement.

## **9. TIMEFRAME, TERMINATION, AMENDMENT**

- 9.1. This agreement shall remain valid for an indefinite period.
- 9.2. The Agreement may be amended by mutual written consent of the parties. The Parties may, by exchange of letters, amend any of the provisions of this Agreement or enter into additional arrangements further defined by the scope of this Agreement.

## **10. IMPLEMENTATION AND ENTRY INTO FORCE**

- 10.1. The Signatories agree that this Agreement shall enter into force on the date of its signature.
- 10.2. By signing this Agreement, the parties undertake to fully implement it.
- 10.3. This Agreement is signed by authorized persons and has been drafted in two (2) same copies, one (1) copy for each of the signatories.

To: HIF  
Fatmir Plakiqi  
Chairperson  
*/signed/*

Prishtina  
20 September 2019

To: OFK  
Arianit Jakupi  
Chairperson  
*/signed/*