

REPUBLIKA E KOSOVËS / REPUBLIKA KOSOVA / REPUBLIC OF KOSOVO  
 Ministria e Shëndetësisë / Министерство Здравља / Ministry of Health  
 Agjencia Kombëtare për Farmacitë / Федерална Агенција за Медицинска Промисла / Agency for Medicines Agency

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 PERSISTENÇA



REPUBLIKA E KOSOVËS / REPUBLIKA KOSOVA / REPUBLIC OF KOSOVO  
 FONDI I SIGURIMIT SHËNDETËSËR / FOND ZA ZDRAVSTVENO OSIGURANJE / HEALTH INSURANCE FUND

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 PRISTINE - PRIŠTINA - PRISTINA

Republika e Kosovës

Republika Kosovo – Republic of Kosovo

Qeveria – Vlada – Government

**COOPERATION AGREEMENT**  
**between**  
**HEALTH INSURANCE FUND**  
**and**  
**KOSOVO MEDICINES AGENCY**

**SINCE** the Health Insurance Fund (hereinafter 'the HIF') and the Kosovo Medicines Agency (hereinafter 'the KMA') have agreed to this Cooperation Agreement (hereinafter referred to as 'the agreement').

**GIVEN THAT** the HIF and KMA (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 KMA's Information System ("Barnatari").
- 1.2.1. This agreement sets out the conditions under which the parties enable the exchange of data from their respective systems.

## **2. USE OF DATA**

- 2.1 Use of the data will be made possible through their reading (download), through the Web Services (or Web APIs) and will only be accessible to authorized users.
- 2.2 The Parties may draft guidelines (procedure) for the exchange of data, which is an integral part of this Cooperation Agreement, which will enable defining the type of data to be exchanged at the technical level of information.

## **3. COMMITMENTS OF HIF**

- 3.2. The HIF will provide the appropriate technology to be used as a bridge between systems.
- 3.3. The HIF is committed to keeping resources accessible and up to date.
- 3.4. The HIF is committed that the data that will be used for the purposes of this agreement and will not be disclosed to other unauthorized parties

## **4. COMMITMENTS OF KMA**

- 4.1. KMA will provide the adequate technology to be used as a bridge between systems.
- 4.2. KMA is committed to keeping resources accessible and up to date.
- 4.3 KMA agrees that the data owned or held by the Agency shall be made available to the HIF in real time, through access to its database. These data include, but are not limited to:

4.3.1. data of each license issued (name of pharmacy, address, owner, business number and responsible pharmacist), and

4.3.2. data for each medicine that has marketing authorization in Kosovo, including the unique code for each different specification of that medicine

## **5. PERSONAL DATA PROTECTION**

- 5.1. The data exchanged between the HIF and the MoH should not exceed the purposes for which they were collected and/or processed
- 5.2. The processing and use of personal data by this Agreement shall be done in accordance with the legislation in force for the protection of personal data.

## **6. TIMEFRAME AND AMENDMENT**

- 6.1. This Agreement shall enter into force upon signature by both parties and shall be valid for an indefinite period, unless terminated in accordance with point 6.3.
- 6.2. The Agreement may be amended by mutual written consent of the parties. The Parties may amend any of the provisions of this Agreement or enter into additional arrangements to further define the scope of this Agreement.

## **7. RELATIONS OF THE PARTIES**

- 7.1. For the purposes of this Agreement neither party shall have the authority to make any statement, representation or commitment of any kind, or to take any action which will be binding on the other party, unless expressly provided in this Agreement or authorized in writing by the other party.

## **8. RESPONSIBILITY**

- 8.1. 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. IMPLEMENTATION AND ENTRY INTO FORCE**

- 9.1. The Signatories agree that this Agreement shall enter into force on the date of its signature.
- 9.2. This Agreement is signed in two (2) original copies and upon signing it the parties undertake to fully implement it.

To: Health Insurance Fund  
Fatmir Plaqiqi, Chairperson  
*/signed & stamped/*

To: Kosovo Medicines  
Agency  
Arian Ahmeti, Acting CEO  
*/signed & stamped/*

Prishtina,  
4 July 2019