



Republika e Kosovës
Republika Kosovo – Republic of Kosovo
Qeveria – Vlada – Government

COOPERATION AGREEMENT
between
TAX ADMINISTRATION OF KOSOVO
and
HEALTH INSURANCE FUND

This cooperation agreement between the parties is based on Law no. 03/L-222 on Tax Administration and Procedures, Law no. 04/L-249 on Health Insurance and Law no. 03/L-172 on the Protection of Personal Data.

1. PURPOSE

- 1.1. The purpose of the Memorandum is to strengthen cooperation between the Health Insurance Fund (HIF) and the Tax Administration of Kosovo (TAK) on the basis of the establishment of a framework for the full implementation of this Agreement.
- 1.2. The HIF and TAK (hereinafter: the parties) shall provide for the reciprocal exchange of data that the parties own or have in order to identify natural and legal persons who are taxpayers, as well as to unify personal data.

2. SCOPE

- 2.1 The scope of this Agreement is to provide payroll records declared to TAK through the EDI Electronic System, specifically the personal identification number of the citizen registered in the Kosovo Civil Registry, as well as health premium data.
- 2.2 Data exchange will be done electronically.

3. RELEVANCE

- 3.1. Exchange of data is of great importance for the citizen, who is employed and who, through his employer, is paid health insurance premiums..
- 3.2. Employer disclosure information to all of its employees will be very important for the parties to compare with the data from the Central Bank of Kosovo on health premium payments.
- 3.3. The provision of personal numbers of citizens and premium values from employer and employer to parties will be important in order to accurately identify individuals who are potential persons seeking health services in Kosovo.

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 shall set out all procedures on how the exchange will take place between the parties, define the type of data to be exchanged at the technical information level.

5. COMMITMENTS OF HIF

- 5.1. The HIF will ensure the appropriate Information Technology systems for interaction between the parties.
- 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 agreement and will not be disclosed to other unauthorized parties.

6. COMMITMENTS OF TAK

- 6.1. TAK will ensure the appropriate Information Technology systems for interaction between the parties.
- 6.2. TAK is committed to keeping resources accessible and up to date.
- 6.3 TAK agrees that the data owned or held by the Administration related to natural and legal persons as taxpayers in Kosovo shall be made available to the HIF in real time, through access to its database.
- 6.4 TAK is committed to inform the HIF without delay in the event of any changes required of each legal or natural person as taxpayer of the data Republic of Kosovo.

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 after any confidential information or other threats related to the security of the Information Technology System of both institutions.

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. TIMEFRAME, TERMINATION, AMENDMENT

- 9.1. This agreement shall remain valid for an indefinite period of time.
- 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: Health Insurance Fund

Fatmir Plakiqi

Chairperson

/signed/

To: Tax Administration of Kosovo

Irir Murtezaj

Director

/signed & stamped/

Prishtina,
26 June 2019