



**Republika e Kosovës**

*Republika Kosovo – Republic of Kosovo*

Qeveria – Vlada – Government

**MEMORANDUM OF COOPERATION**  
**between**  
**HEALTH INSURANCE FUND**  
**and**  
**MINISTRY OF LABOUR AND SOCIAL WELFARE**

## **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) Parties on matters of common interest and with particular emphasis on the exchange of data between the HIF Information System ("SIF") and the MLSW's Information Systems.
- 1.2.1. This Memorandum 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 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 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

## **4. COMMITMENTS OF MLSW**

- 4.1. MLSW will provide the adequate technology to be used as a bridge between systems.
- 4.2. MLSW is committed to keeping resources accessible and up to date.
- 4.3 MLSW agrees that the data owned or held by the Ministry on social schemes and poverty test shall be made available to the HIF at least once (1) a month, through access to its database.
- 4.4 MLSW shall be committed to inform the HIF without delay in the event of any change in any of the data required above to each citizen of the Republic of Kosovo

## **5. PERSONAL DATA PROTECTION**

- 5.1. The data exchanged between the MLSW and the HIF should not exceed the purposes for which they were collected and/or processed.

- 5.2. The processing and use of personal data by this Memorandum shall be done in accordance with the legislation in force for the protection of personal data.

## **6. TIMEFRAME, TERMINATION, AND AMENDMENT**

- 6.1. This Memorandum shall enter into force upon signature by both parties and shall remain valid for an indefinite period of time.
- 6.2. The Memorandum may be amended by mutual written consent of the parties. The Parties may, by exchange of letters, amend any of the provisions of this Memorandum or enter into additional arrangements designed to further define the scope of this Memorandum.

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

- 7.1. For the purposes of this Memorandum each Party shall be an independent Contractor. 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 Memorandum 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 Memorandum 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 or as a result of collaboration for realization of activities under this Memorandum.

## **9. ENTRY INTO FORCE**

- 9.1. The Signatories agree that this Memorandum shall commence implementation on the date of its signature.
- 9.2. Upon signing this Memorandum the parties undertake to fully implement it.

To: Health Insurance Fund

Fatmir Plakiqi

Chairperson

*/signed/*

To: Ministry of Labour and Social Welfare

Izedin Bytyqi

Secretary-General

*/signed/*

Prishtina,

26 June 2019