



Municipality of
Hani i Elezit/Elez Han

Memorandum of Understanding

between

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

Str. Anton Cetta No. 1, 10000 Pristina

and

Municipality of Hani i Elezit/Elez Han

Str. "Nuri Bushi" No 2, Hani i Elezit/Elez Han

on

05 May 2020

1. Introduction

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, through its project "Spatial Planning and Land Management (hereinafter referred to as "GIZ"), and Municipality of Hani i Elezit/Elez Han (hereinafter stated as "municipality") hereby express their interest in a closer collaboration that may include joint activities for the advancement of the municipal spatial planning system in Hani i Elezit/Elez Han.

2. Purpose

GIZ and Municipality of Hani i Elezit/Elez Han are signing this agreement with the purpose to enhance the municipality's capacities to perform spatial planning and zoning of urban and rural areas of the entire municipality according to the new standards laid down in the Law on Spatial Planning (2013). This cooperation is based on a request for support by the Kosovo Government subsequently the Kosovo Ministry of Environment and Spatial Planning for receiving German technical assistance based on a bilateral government negotiations held November 2018.

3. Fields of Cooperation

Fields of cooperation are:

- a. Spatial planning of urban and rural areas, comprising:
 - Digitization, validation and systematic storage, management and use of spatial and non-spatial planning data using Geographical Information System (GIS) and database software;
 - Drafting of Municipal Zoning Maps (MZM) according to the Kosovo Law on Spatial Planning (2013);
 - Ensuring participation of all relevant stakeholders throughout the spatial planning process (including, but not limited to ethnic minorities, gender and youth);
 - Development management – municipal decision-making process based on priorities arising from spatial planning policies (MZM)
- b. Institutional and administration capacity development, comprising:
 - GIS trainings;
 - Spatial planning trainings;
 - Development management trainings;
 - Community interaction and participatory planning trainings.

Changes and amendments to above stated fields of cooperation will be mutually agreed in writing between the parties.

4. Operation

During the project duration,

The **municipality** will be responsible for:

- a. steering the spatial planning process of drafting MZM according to the law on spatial planning (2013);
- b. co-financing of the project activities; The modality of cost sharing will be defined between parties in a separate agreement;
- c. providing staff and facilities to implement activities in all fields of the cooperation;
- d. organizing and mobilizing the community throughout the spatial planning process;

- e. establishing spatial planning mechanisms in the municipality to steer the drafting process of MZM;
- f. considering issues like environmental vulnerabilities and risks, climate change adaption, recognition of interests not limited to but comprising issues of gender, youth, ethnic minorities;

GIZ is responsible for:

- a. providing advisory services to improve the spatial planning process, comprising the pre-planning and planning phase;
- b. providing technical expertise to digitize spatial planning data necessary to draft MZM in GIS system software;
- c. providing advisory services to organize and mobilize and involve the community and relevant stakeholders to participate in the spatial planning process;
- d. provide technical expertise to include spatial planning data;
- e. providing technical expertise and support to draft MZM;
- f. providing formal and on-the-job trainings to spatial planners and as mutually agreed, such as:
 - technical GIS and database trainings;
 - spatial planning training;

5. Resources of Cooperation

- a. Advisory services:
 - Advisory costs directly associated with the project's activities will be defined in a separate cooperation agreement between the municipality and GIZ.
 - Salaries, costs for planning and other running costs of the municipality being supported with this cooperation will remain the responsibility of the municipality.
- b. Draft MZM
 - Advisory service costs will be defined in a separate cooperation agreement between the municipality and GIZ.
- c. Spatial planning trainings
 - Costs directly associated for agreed trainings will be defined in a separate cooperation agreement between the municipality and GIZ.
- d. GIS and database trainings
 - Costs directly associated for agreed GIS trainings defined in a separate cooperation agreement between the municipality and GIZ.

Disclaimer:

All services and procurement of goods provided by the project will be conducted by the project according to GIZ standards and regulations.

6. Implementation of MoU

The Municipality and GIZ shall agree on a steering committee/steering structure for the cooperation which may also include third parties.

The municipality and GIZ shall use their best efforts to ensure that personnel involved in the cooperation are of the highest standards of efficiency, competence and integrity.

7. Modification

All changes and amendments to this MoU between the parties must be mutually agreed upon between GIZ and the municipality, put down in writing and jointly signed as an Annex to this MoU in 2 original copies.

8. Communication and notification

Any comments related to the interpretation or application of this MoU shall be written in English and Albanian language, and transmitted to the other party in order to reach agreement.

9. Termination

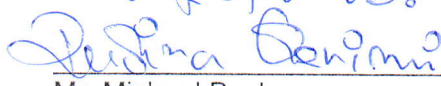
This MoU shall become effective as on the date of signature and remain in force until end of the project, which is currently scheduled until end of 2021, if no further extension is commissioned by the German Government.

An extension of the cooperation may be possible and would require a mutually agreed upon additional annex in writing. The parties may terminate this MoU at any time with 6 weeks prior written notice.




Mr. Rufki Suma
Mayor
Hani i Elezit/Elez Han municipality

Hani i Elezit 05/05/2020
Place/Date

on behalf of U.S.

Mr. Michael Becker
Project Leader of GIZ Spatial Planning and Land
Management

Hani i Elezit 05/05/2020
Place/Date