



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

Swiss Agency for Development  
and Cooperation SDC



Republika e Kosovës  
Republika Kosova-Republic of Kosovo  
Qeveria  
Vlada-Government

# INTEGRATED WATER RESOURCES MANAGEMENT IN KOSOVO (IWRM-K)

Phase 1  
May 2020 – April 2024

## LETTER OF AGREEMENT

between

The Integrated Water Resource Management  
in Kosovo Program

and

Academic Partnership hosted by the University of Prishtina  
'Hasan Prishtina'

for implementation of

Master Program on Integrated Water Resource Management

October 2021



Integrated Water Resources  
Management in Kosovo

**skat** Swiss Resource Centre and  
Consultancies for Development

ENVIRONMENT  
AGENCY AUSTRIA **umweltbundesamt**<sup>U</sup>

**Letter of Agreement**  
**between**  
**The Integrated Water Resource Management in Kosovo Program**  
**and**  
**the Academic Partnership hosted by the University of Prishtina ‘Hasan Prishtina’**

jointly referred to as **‘The Parties’**,

WHEREAS the Swiss-funded **‘Integrated Water Resources Management in Kosovo’ Program** (hereinafter IWRM-K or the Program) implemented by Skat Consulting Ltd., St. Gallen, and the Environment Agency Austria (EAA) legally represented in Kosovo by the Skat Consulting Branch Office in Prishtina, wishes to establish a partnership with the **Academic Partnership hosted by the University of Prishtina ‘Hasan Prishtina’** (hereinafter AP-UPHP) **for implementing the Master Program on Integrated Water Resource Management** (hereinafter MP-IWRM) in accordance with terms and conditions as outlined in this Letter of Agreement including the Call for Expression of Interest and corresponding Application enclosed to Annex 2;

WHEREAS the AP-UPHP is willing to enter into such a partnership, specifically in preparing, organizing, and implementing activities aiming at improving knowledge and skills development among water resource management professionals in Kosovo;

WHEREAS the Parties wish to establish the terms of understanding of such partnership;

WHEREAS the Parties agree to accept the terms of understanding set thereof.

### **1. About the IWRM-K Program**

The Swiss-funded Integrated Water Resources Management in Kosovo (IWRM-K) Program aims to build long-lasting water resource management capacities at national and river basin levels in line with Kosovo’s socio-economic and political priorities, as well as the needs of the future sustainable development. It aims to help replace the current fragmented approach with a more comprehensive and highly participatory approach of managing water resources at the river basin scale, aligned with the principles of Integrated Water Resources Management (IWRM) and the EU Water Framework Directive (EU WFD).

In line with these strategic directions, the IWRM-K is designed to facilitate the adoption of a comprehensive country-level IWRM system by combining institutional and technical capacity development incorporated into a comprehensive set of interlinked measures.

A significant share of Program-backed interventions is related to the capacity-building efforts, including educational/knowledge and skills development of water professionals. Specifically, the Program is aiming to support state (water) administration, young (water) professionals, academics and researchers, CSOs/NGOs, and other stakeholders. One of the important educational activities supported by the Program is the development of an interdisciplinary MP-IWRM that has been identified as a priority as part of an earlier Program-backed assessment process. Ultimately, the MP-IWRM aims at bringing trans-disciplinary knowledge among the diverse target audience in terms of previous educational background and professional experience (e.g., engineering, economics, ecology, environmental science, social science). By this, it will be instrumental in improving dialogue and bridging the gaps among different professions dealing with various aspects of water resource management and bring together different dimensions that are still considered unconventional to the water resource management practices and traditions in the region (e.g., social, gender, political, environmental). In such a way, future (water) professionals will be much better equipped with contemporary knowledge and skills to manage real-life water resource management challenges and uncertainties.

## 2. About AP-UPHP

MP-IWRM will be hosted by the University of Prishtina 'Hasan Prishtina', Pristina, in partnership with the University 'Haxhi Zeka', Peja, and other international academic institutions<sup>1</sup>.

The University of Prishtina 'Hasan Prishtina' (UPHP) is represented by the Faculty of Civil Engineering/Department of Hydrotechnics in cooperation with the Faculty of Mathematical and Natural Sciences/Department of Biology. The University 'Haxhi Zeka' (UHZ) will be represented by the Faculty of Management in Tourism, Hospitality, and Environment.

At both Universities, faculties, staff, and their students pursue active inquiry and exercise creativity across a range of disciplines: physical and life sciences, arts and humanities, social sciences, economy and business, legal, and agricultural sciences. Their learning environments encourage exploration and the interdisciplinary sharing of new ideas and programs.

The UPHP is a public institution of higher education, which organizes and develops university studies, advanced scientific and professional work. The Faculty of Civil Engineering is an academic unit of the UPHP with a long history starting from 1961. It offers a vast pool of available faculty professors: 29 professors and 15 assistants. The Hydrotechnical Department has organized the first post-graduate master's course studies on Water and Environmental Management in 2001, which was developed and implemented with the support of the Government of Finland, with lectures being performed mainly by the professors from the University of Tampere (Finland). Ever since 2001, it continuously demonstrated sustainability in offering master studies within the department. In addition, it has shown readiness to cooperate and get involved in programs financed and implemented by international partners/donors in providing their technical expertise to support the Kosovo institutions, e.g., the program Future Environmental support in Kosovo, for the project Kosovo Strategic Plan for Water as well as with universities at regional/international level.

The Faculty of Mathematical and Natural Sciences is a unit of the UPHP. It was established in 1971. It has five departments: Chemistry, Biology, Physics, Geography, and Mathematics. It offers study programs at Bachelor, Master, and Ph.D. levels. Department of Biology is well covered academic-wise with 25 teaching staff, 17 professors (9 full professors, 6 associated professors, and 2 assistant professors), and 8 teaching assistants.

The UHZ and its Faculty of Tourism, Hospitality and Environment Management is a descendant of the Department of Management, Tourism, and Hospitality (1969-1975) that was part of the Higher School of Economics, a school established in 1969 as an institution of higher education. In the academic year 2001/2002 the High School of Economics was reformed according to the model of the Bologna Declaration and the same year the Senate of the UPHP approved the curricula according to this statement for the bachelor level degree. The faculty aims to play a leading role in the development of education related to reforming tourism management, environmental protection, local tourism product development and managing strategic tourism development projects, scientific and professional training in the management and development of each product, tourism and hotel management and environmental management at home and abroad.

---

<sup>1</sup> To be identified later by the IWRM-K and AP-UPHP followed by a cooperation agreement

Thereof, the Parties hereby agree as to the following:

### **Article 1: General terms**

1. In accordance with the documents enclosed in Annex 2 and the terms and budget (Annex 1) agreed during the negotiation process, the IWRM-K confirms the acceptance of the activities to be provided by AP-UPHP towards the implementation of the MP-IWRM.
2. The AP-UPHP shall be fully responsible for carrying out, with due diligence and efficiency, all activities under the documents enclosed in Annex 2 in accordance with its policies, regulations, rules, and other directives, only to the extent they are consistent with IWRM-K rules and regulations. In all other cases, IWRM-K's policies must be followed.
3. In carrying out the activities under this Letter of Agreement, the personnel and sub-contractors shall not be considered in any respect as being the employees of IWRM-K and AP-UPHP.
4. The IWRM-K does not accept any liability for claims arising out of acts or omission of AP-UPHP or its personnel, or of its contractors or their personnel, in performing the activities under the terms of this Letter of Agreement or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by AP-UPHP, and its personnel as a result of their work pertaining to the activities under the Letter of Agreement.
5. During the course of this Agreement, the IWRM-K and AP-UPHP shall further specify the terms for cooperation with credible international universities to include, but not limit to, study visits, exchange of experiences (including in upgrading of syllabuses), research works, and scholarships. Any possible opportunity in the mutual interest of the Agreement signatories will be pursued in line with the objectives of IWRM-K and the corresponding available budget.

### **Article 2: Consultation, exchange of information, and visibility**

1. The Parties will make best efforts to keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
2. The focal points of the Parties shall meet regularly to review the progress as well as to plan future activities.
3. Parties shall immediately inform each other, of any circumstances which may interfere or threaten to interfere with the pace of the implementation of the joint activities.
4. For any matters not specifically covered by this Letter of Agreement, the Parties would ensure that those matters shall be resolved in accordance with the respective provisions of the policies, rules, and regulations of the AP-UPHP and IWRM-K.
5. Neither of the Parties shall use the name or logo of the other, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other one in each case.

All correspondence, requests, orders, or other communications shall be considered valid, insofar as they are transmitted by letters, mail, e-mail, or by any other means, in written form, to the following persons in charge:

### **For AP-UPHP**

Full name: Prof. Assoc. Dr. Laura Kusari

Position: Lecturer & Coordinator of MP-IWRM

Email: [laura.kusari@uni-pr.edu](mailto:laura.kusari@uni-pr.edu)

Contact mobile phone: +383 44 122 163

### **For IWRM-K**

Full name: Vera Muahxhiri

Position: Deputy Team Leader & Coordinator of MP-IWRM

Email: [vera.muahxhiri@int.skat.ch](mailto:vera.muahxhiri@int.skat.ch)

Contact mobile phone: +383 44 299 635

### **Article 3: Procurement and funding arrangements**

1. The AP-UPHP shall submit to IWRM-K the draft technical requirements for goods, services, and works as per activities in Annex 1.
2. The IWRM-K shall conduct all the necessary procurement procedures and corresponding payments directly to contractors, on behalf of AP-UPHP, as per details stipulated in Annex 1.
3. On an exceptional basis, direct cash transfers can be made from IWRM-K to AP-UPHP for all eligible costs that can be best implemented by the AP-UPHP. In such a case, AP-UP will keep a record of all expenditures for possible future evaluation and audit purposes.
4. Regardless of which party makes the payments for the needs of the MP-IWRM, the total budget of EUR 150'000 shall not be exceeded.
5. The AP-UPHP and IWRM-K shall jointly commission and verify the appropriateness of all agreed works, goods, and services, whilst the AP-UPHP shall lead the supervision of the construction works.

### **Article 4: Limitations of responsibility**

No Party to this Letter of Agreement shall be responsible for any delays or failure to perform any obligation under this agreement due to acts of nature, pandemic, strikes, or other disturbances, without limitation, war, terrorist acts, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of the Parties.

### **Article 5: Modification**

The articles of this Letter of Agreement may be changed or amended by mutual agreement through the exchange of written correspondence, provided that such changes or amendments do not affect the main goal of the Letter of Agreement and the partnership between the AP-UPHP and IWRM-K.

### **Article 6: Settlement of disputes**

Any dispute that may arise upon the application or interpretation of this Letter of Agreement shall be settled utilizing consultation between Parties. The Parties to this Letter of Agreement shall endeavour to settle amicably, by direct negotiation and mutual contentment, any dispute

or complaint relating to the interpretation, application, or fulfilment of this agreement. No legal measures are foreseen in case the disputes are not solved under this article.

### **Article 7: Effective Date and Termination**

1. This Agreement comes into effect on the date on which the last Party signs and shall remain in force until the end of the ongoing Phase 1 of the IWRM-K (April 2024).
2. The proposed cooperation under this Letter of Agreement is non-exclusive. Either Party may terminate the arrangements described in this Letter of Agreement upon one (1) month notice in writing to the other Party. In the event of termination, the Parties will take steps to bring the activities under the Letter of Agreement to a prompt and orderly conclusion.

Done in two originals, each in Albanian and English languages, both texts being equally authentic, with English language prevailing.

**For the AP-UPHP:**

**For the IWRM-K:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name: Prof. Dr. Naser Sahiti  
Title: Rector of UP

Name: Dr. Dimitrija Sekovski  
Title: Team Leader of IWRM-K

Date:  
Place: Pristina

Date:  
Place: Pristina