

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL
AND
THE MINISTRY OF HEALTH OF KOSOVA*

The European Centre for Disease Prevention and Control; represented and signed by Pamela Rendi-Wagner (Director of the European Centre for Disease Prevention and Control) hereinafter referred to as ECDC

And

The Ministry of Health of Kosova represented and signed by Dr. Ardita Baraku, Director of the National Institute of Public Health, HEREINAFTER referred to as the Ministry of Health

Having regard to

Regulation (EC) No 851/2004 of the European Parliament and of the Council of 21 April 2004 establishing a European Centre for Disease Prevention and Control, as amended by Regulation (EU) 2022/2370 of the European Parliament and of the Council of 23 November 2022,

Regulation (EU) 2022/2371 of the European Parliament and of the Council of 23 November 2022 on serious cross-border threats to health and repealing Decision No 1082/2013/EU

Law No. 04/L-052 On international agreements that sets the procedure on conclusion, endorsement, ratification, reserves and declarations, amendments and supplementations, withdrawal from the agreement and implementation of international agreements of the Republic of Kosova.

Law no. 08/l -200 on prevention and control of infectious diseases which define rules for the prevention, control of infectious diseases and related special health issues.

Whereas:

- 1) ECDC is an independent agency of the European Union. Its mandate aims to strengthen Europe's defences against communicable diseases and related special health issues. The mission of ECDC entails the identification and assessment of current and emerging threats to human health from communicable diseases and related special health issues, including reporting and presenting information thereon. Furthermore, ECDC provides science-based recommendations and support in coordinating the response to such threats.
- 2) To achieve this ECDC shall: (a) search for, collect, collate, evaluate and disseminate relevant scientific and technical data and information; (b) develop common indicators for standardised data collection procedures and risk assessments (c) provide analysis, scientific and technical advice, opinion, guidelines, science-based recommendations and support for actions by the

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ opinion on the Kosovo declaration of independence



Union and Member States, to prevent and control communicable diseases and related special health issues; (d) promote and coordinate the networking of bodies, organisations and experts operating in the Union in the fields relevant to ECDC's mission (e) promote and facilitate the exchange of scientific and technical information, including through training (f) monitor Member States health system capacity and support the collection of data on their health system capacity as required (g) organise on-site visits in the Member States on a case-by-case basis to provide additional support as required (h) support national monitoring of communicable diseases (i) contribute to defining research priorities and to facilitating the development and implementation of relevant joint actions in the area of public health (j) provide guidelines, recommendations and proposals for coordinated action for surveillance, monitoring, diagnosis and case management of communicable diseases and related special health issues and support for professional networks to improve treatment guidelines in cooperation with relevant parties (k) support, for example through the EU Health Task Force, epidemic and outbreak response in Member States and in third countries (l) contribute to strengthening preparedness capacities under the International Health Regulations, including training, in Member States and in third countries (m) provide timely, easily accessible and evidence-based communication messages to the public on communicable diseases and related threats to health, as well as on relevant prevention and control measures;

- 3) The Ministry of Health of Kosova is responsible for drafting policies and implementing laws based on a non-discriminatory and accountable health care system, guided by the professional analysis and scientific data. The Ministry establishes norms and standards for the health sector adhering to the relevant international standards, as well as employs all the measures defined by law to undertake appropriate actions in order to realize and protect the rights of citizens, residents and other users of health services, in health care.
- 4) The mission, goals and aims of both organisations present relevant synergies and areas for collaboration.

Therefore, it is agreed as follows:

Section I: Aim of the MoU

Through this Memorandum of Understanding (MoU), the two organisations aim to collaborate effectively on matters of mutual interest in communicable diseases prevention and control, in particular through efforts at implementation of preparatory measures for participation of national authorities in ECDC activities, ECDC accession support activities, and the timely information exchange.

Section II: Areas covered by the Collaboration Agreement/MoU

The MoU is expected to cover the following areas of cooperation and related activities:

1. Engagement in ECDC accession support actions funded by the European Commission under the Instrument of Pre-accession Assistance and/or other EU financial instruments.
2. Involvement in strengthening surveillance, data sharing, epidemic intelligence, threat detection, preparedness and response, and risk assessment of acute infectious disease events.
3. Involvement as observers in the mutually agreed ECDC networks of National Focal Points for public health functions and for disease networks.
4. Advancing of One Health approaches against antimicrobial resistance and One Health AMR roadmap development.



5. Involvement in surveillance data reporting and sharing epidemic intelligence information on mutually agreed diseases via ECDC applications.
6. Public health training, education, and professional development.
7. Other relevant areas of mutual interest.

Section III: Modalities of cooperation

1. Both ECDC and the Ministry of Health will designate liaison persons to ensure a smooth implementation of this agreement. Based on the respective annual and multiannual work plans of the two Organisations, the liaison persons will meet every year to identify joint and/or synergetic activities for the upcoming 1-3 years. These will be submitted for internal approval to the Ministry of Health and the ECDC Director. The liaison persons will continuously monitor the joint activities and keep their management informed. For the joint activities, that are outside the implementation of ECDC/EC funded projects, each party will bear its own costs.
2. The intellectual property of products resulting from the collaboration will be agreed upon in advance for each specific activity.
3. Participation of experts, country representatives and other stakeholders in meetings and tasks performed as a result of this agreement will follow the internal rules of ECDC for such participation (e.g. rules on selection of experts; re-imbursement of expenses of participants in meetings). Before any external communication about joint activities ECDC and the Ministry of Health will coordinate the content of the communication and the method of communication.
4. The two Organisations intend to exchange experiences and invite each other to meetings and exercises on core competence development related to the areas covered in Section II.

Section IV: Conflict of interest

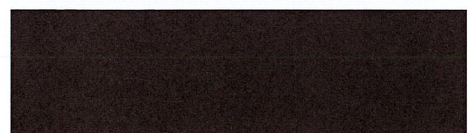
1. Each Organisation recalls that it applies its rules on conflict of interests in the pursuit of the activities covered by the MoU.
2. The Ministry of Health acknowledges the principles of ECDC's Independence Policy for non-staff and shall act in accordance with the policy when interacting with ECDC. The Ministry of Health will ensure that declarations of interest are obtained and submitted to ECDC from any experts, country representatives and other stakeholders participating in joint activities and/or acting on behalf of the Ministry of Health where the outcome involves publishing guidelines, recommendations or any other form of official position on a subject, in order to avoid conflicts of interest.

Section V: Public access to documents and data protection

The Organisations recognise that ECDC observes Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents and Council Regulation (EC) No. 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies. Offices and agencies and on the free movement of such data. All activities undertaken by ECDC in terms of this MoU fall within the scope of these Regulations, and as such will be treated in accordance with the applicable rules.

Section VI: Checks and audits

1. The Internal Auditors of the Organisations, the European Court of Auditors and European Anti-Fraud Office have the right to perform any check or audit in accordance with relevant legislation and by taking due account of any bilateral Agreements between the European Anti-Fraud Office and the EU institutions, agencies and bodies concerned.



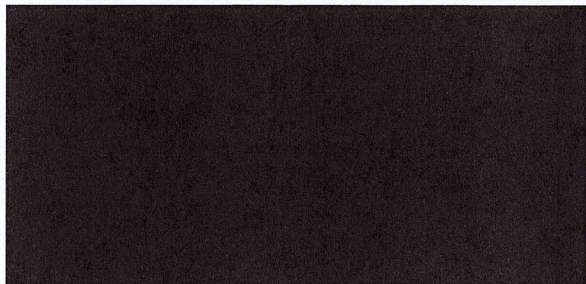
2. In a spirit of good cooperation, the Organisations endeavour to facilitate any such checks or audits making mutually available, if needed, the results of the controls performed.

Section VII: Limitations to the cooperation

1. Both Organisations acknowledge that the cooperation between them is voluntary and limited according to the available resources and strategic decisions linked to resource allocation, and that ECDC must act in compliance with the legal framework applicable to it.
2. Both Organisations recognise that the MoU is a statement of intent with non-binding, non-enforceable intentions declared herein. None of the sections of the MoU give rise to legally enforceable rights to one Organisation against the other.
3. At no time shall one of the Organisations represent the other or behave in any way which would give such an impression.
4. Any dispute arising from the application or interpretation of the MoU should be resolved amicably by negotiations between the Organisations.
5. The collaboration under the MoU may vary or be discontinued at any time depending on what is in the best interests of the Organisations. If the MoU is discontinued, the Organisations intend to ensure that the cessation of collaboration is handled in a timely and orderly manner.

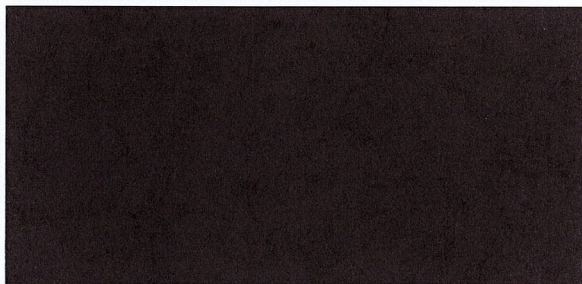
The activities of the MoU commence on 28.04.25.

For the **European Centre for Disease
Prevention and Control**



Date: 28.4.25

For the **Ministry of Health of Kosovo**



Date: 28.04.25