

 REPUBLIKA E KOSOVËS/REPUBLIKA KOSOVA/REPUBLIC OF KOSOVO Qeveria e Kosovës / Vlada Kosova / Government of Kosovo Ministria e Kulturës, Rinisë dhe Sportit / Ministarstvo Kulture, Omladine i Sporta Ministry of Culture, Youth and Sports	
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Date	20.01.2023
Signature	
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MEMORANDUM OF UNDERSTANDING FOR THE PROJECT

"Revitalisation of Marin Barleti street and Lumbardhi cinema in Prizren"

between

European Union Office in Kosovo;

Ministry of Culture, Youth and Sport;

Municipality of Prizren and

Lumbardhi Foundation

Aim of the Memorandum of Understanding

To establish a platform for close and efficient cooperation between the European Union Office, the Ministry of Culture, Sport and Youth, the Municipality of Prizren and the Lumbardhi Foundation for the implementation of the project **"Revitalisation Marin Barleti street and Lumbardhi cinema in Prizren"**.

Purpose of the Project

To revitalize the houses and infrastructure in Marin Barleti street and revitalize the Lumbardhi cinema, ensure protection and development of the historic center of Prizren and in this way improve conditions for increase of tourism development at selected cultural heritage sites.

Obligations of the European Union Office in Kosovo

1. The European Union Office is the Contracting Authority and will finance the project "Revitalization of Marin Barleti street and Lumbardhi cinema in Prizren".
2. The European Union Office will undertake all procurement and contract award procedures for Lumbardhi cinema and the following activities for Marin Barleti street: new pavement, facades improvement, urban equipment including lighting fixtures (without cabling nor substation).
3. The European Union Office will award the Works Contract to the successful Contractor.

4. The European Union Office will appoint Technical Assistance services in order to carry out on their behalf the supervision of the related Works Contract, including restoration of houses for an estimated period of 18months after signature of the works contract.
5. The European Union Office will assign a representative for the Steering Committee that will monitor, guide and coordinate the implementation of this project.

Obligations of the Ministry of Culture, Youth and Sport

1. The Ministry of Culture, Sport and Youth will co-finance the project "Revitalization of Marin Barleti street and Lumbardhi cinema in Prizren".
2. The Ministry of Culture, Sport and Youth will act as a focal point between the European Union Office, the Technical Assistance, Municipality of Prizren and Lumbardhi Foundation.
3. The Ministry of Culture, Sport and Youth (Special Commission established for this project) will approve in writing the designs of the projects prior to the launching of the works tender.
4. The Ministry of Culture, Sport and Youth will establish a Steering Committee with representatives of all stakeholders that will monitor, guide and coordinate the implementation of this project.
5. The Ministry of Culture, Sport and Youth will undertake all procurement and contract award procedures for restoration of houses in Marin Barleti street.
6. The Ministry of Culture, Sport and Youth shall monitor and facilitate the implementation of the project during all phases: first until the Provisional Acceptance (i.e. the official handing over to the Municipality/Lumbardhi Foundation), and then until the Final Acceptance of the project.
7. The Ministry of Culture, Sport and Youth shall support the European Union Office, the Technical Assistance, the Municipality of Prizren, the Lumbardhi Foundation and the Works Contractor in solving any problems that may arise during the project implementation.
8. The Ministry of Culture, Sport and Youth shall monitor the proper operation and maintenance of the facilities by the Municipality/Lumbardhi Foundation after the official handing over to the latter.
9. Should the Municipality of Prizren or Lumbardhi Foundation not fully cooperate during all phases of the project or neglect the proper maintenance of the buildings after the official handing over, the Ministry of Culture, Sport and Youth shall not consider them anymore for future projects financed by the European Union.

Obligations of the Municipality of Prizren

1. The Municipality of Prizren acknowledges having endorsed in writing the designs of the projects prior to the launching of the works tender.
2. The Municipality of Prizren will issue construction permits for both projects before contracts awards.

3. The Municipality of Prizren will allocate finances, will undertake all the procurement and contract the underground infrastructure works (water, sewerage, telecom if any) and electricity (new substation if necessary and new cabling) for Marin Barleti street and improvement of sidewalk beside Lumbardhi cinema.
4. The Municipality of Prizren shall assign a representative for the Steering Committee that will monitor, guide and coordinate the implementation of this project.
5. The Municipality of Prizren shall assign a technical person in order to monitor on their behalf all phases of the implementation of the project and act as their representative during the Provisional and Final Acceptance of the project.
6. The Municipality of Prizren shall re-connect the finalised facilities to all public infrastructure (water, sewage, power) at its own expenses.
7. The Municipality of Prizren (and/or Ministry in case of Lumbardhi cinema) shall solve any legal and land ownership issue before the start of the implementation of the project. However, should any such problem unexpectedly arise during the implementation of the project it shall be dealt with and solved by the municipality (and/or Ministry in case of Lumbardhi cinema) in the most expedite manner.
8. The Municipality of Prizren shall solve any other problem or issue under its jurisdiction that may arise before or during the implementation of the project.
9. The Municipality of Prizren shall provide to the Works Contractor full access to all documentation related to existing public infrastructure on and around the said plot and provide full support when dealing with the said existing public infrastructure (e.g. stoppage of power, water or sewage in order to properly and safely perform works).
10. The Municipality of Prizren shall issue the License for Use after the Provisional Acceptance of the project.
11. Should the Municipality of Prizren not fully cooperate during all phases of the project or neglect the proper maintenance after the official handing over of the facilities, the European Union Office may reconsider its current and future investments in the municipality.

Obligations of the Lumbardhi Foundation

1. The Lumbardhi Foundation acknowledges having endorsed in writing the design of the project prior to the launching of the works tender.
2. The Lumbardhi Foundation shall solve any problem or issue that may arise before or during the implementation of the project.
3. The Lumbardhi Foundation should appoint a person in order to monitor on their behalf all phases of the implementation of the project and act as their representative during the Provisional and Final Acceptance.
4. The Lumbardhi Foundation will assign a representative for the Steering Committee that will monitor, guide and coordinate the implementation of this project.
5. The Lumbardhi Foundation shall provide to the Works Contractor full access to all documentation related to existing public infrastructure on and around the said plot and provide full support when dealing with the said existing public infrastructure (e.g. stoppage of power, water or sewage in order to properly and safely perform works).

6. The Lumbardhi Foundation shall re-connect the finalised facilities to all public infrastructure (water, sewage, power) at its own expenses.
7. Should the Lumbardhi Foundation not fully cooperate during all phases of the project or neglect the proper maintenance after the official handing over of the facilities, the European Union Office may reconsider its current and future investments in Lumbardhi cinema.

Full Agreement

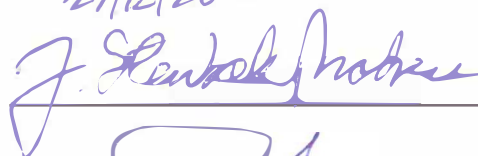
This Memorandum of Understanding is drafted in Albanian and English and is signed by the European Union Office in Kosovo, the Ministry of Culture, Sport and Youth, the Municipality of Prizren, and the Lumbardhi Foundation in four originals (one for each party) and is done in full agreement with all parties. This Memorandum of Understanding will be modified only following a written consent of all signatories. This Memorandum shall enter into force on the date of signature of the European Union Office in Kosovo. In case of discrepancies between the different versions, the English version will prevail.

Signatories

(date and signature)

EU Office in Kosovo – the Head of Cooperation:

Johannes STENBAEK MADSEN

29/12/2022


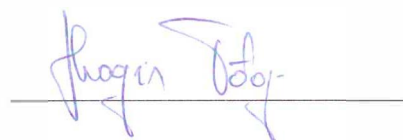
Ministry of Ministry of Culture, Youth and Sport – the Minister

Hajrrulla ÇEKU



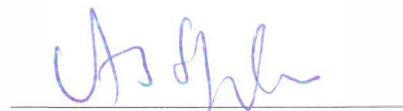
Municipality of Prizren – the Mayor

Shaqir TOTAJ



Lumbardhi Foundation – The Executive Chief

Ares SHPORTA


15/12/22