



USAID | KOSOVO

NGA POPULLI AMERIKAN
OD AMERIČKOG NARODA



**Organi Shqyrtues i Prokurimit
Telo za Razmatranje Nabavki
Procurement Review Body**

	REPUBLIKA E KOSOVES	
ORGANI SHQYRTUES I PROKURIMIT NË KOSOVË PËR NABAVKI		
Nr./Br.	371/22	
Date/Datum.	28.07.22	
PRISHTINË - PRIS		

MEMORANDUM OF UNDERSTANDING

BETWEEN

DAI GLOBAL, LLC

AND

PROCUREMENT REVIEWBODY

REGARDING THE
KOSOVO MUNICIPAL INTEGRITY (KMI) activity

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this 27 Day of July 2022 (hereinafter, the "Effective Date"), by and between DAI Global, LLC. (hereinafter referred to as the "DAI"), and Procurement Review Body (hereinafter referred to as "PRB"), collectively, referred to as the "Participants" and each singularly as the "Participant."

WHEREAS, it is the goal of DAI to collaborate with the PRB in order to develop and roll out a model for ethics, integrity and accountable municipality, to engage the central level to address municipal corruption in the procurement, contract management, audit and PFM processes, and to enable civil society to track and expose corruption at the municipal level;

WHEREAS, it is the objective of DAI to collaborate with PRB to increase PRB's capacities and ensure integrity, accountability, and effective appeal process in Kosovo.

WHEREAS, it is the objective of PRB to collaborate with DAI to improve the internal capacities of PRB to review EO's apples fair and transparent and

NOW, THEREFORE, the Participants intend to jointly collaborate on the following activities:

1. PURPOSE

The purpose of this MOU is to formalize a collaboration between DAI, the contractor implementing the USAID-funded Kosovo Municipal Integrity Activity (hereinafter referred to as "KMI activity"), and PRB. By closely coordinating the efforts of DAI and PRB under this MOU, both organizations intend to leverage their respective resources to achieve impacts that could not be achieved individually. DAI and PRB are committed to the principles of good governance: rule of law, transparency, accountability, efficiency, effectiveness, responsiveness, inclusion, and citizen participation. Accordingly, the Participants have signed this MOU to set forth their proposed actions with respect to their support of this purpose.

2. BACKGROUND

- 3. DAI is the contractor implementing the USAID-funded KMI activity which is a five-year project designed to support the Government of Kosovo (GoK) in implementing anti-corruption reforms. DAI, through the KMI activity, plans to address long-standing challenges related to corruption and poor-quality service delivery by the Government of Kosovo by enhancing public financial management (PFM), with a focus on municipal procurement, and by reinforcing accountability mechanisms both within government and outside of government through civil society, the private sector, and media, by improving the integrity and accountability of the municipal procurement process in all 38 municipalities of Kosovo, and providing comprehensive assistance to eight focus municipalities. DAI plans to achieve the objectives of the KMI activity through day-to-day mentoring, training, and coaching and thereby institute systems that intend to improve the accountability of public funds and expenditures. DAI intends to specifically support PRB on a two-pronged solution: the first is focused on IT controls and interoperability in the e-procurement system; the second focuses on enhanced monitoring. First, the team will work with the PRB, and coordinate with UK FCDO Project, to ensure that the list of these companies is hosted on the e-procurement**

platform. If a company is blacklisted, it will be ineligible, and the system will not allow it to submit a proposal electronically for new public work. The project will also work with the PPRC Rules Department to ensure that there is a strong regulatory backing for such a measure. Secondly, the Project will engage with the KBRA to promote interoperability between the KBRA database and the PRB blacklist, enabling the tracking of beneficial ownership of other companies that are linked to blacklisted companies or individuals

4. AREAS OF PLANNED TECHNICAL ASSISTANCE

The KMI Activity intends to address the needs of PPB following an assessment based on the Needs Gap Analysis that was facilitated by DAI. The specific assistance planned to be provided by DAI in its implementation of the KMI Activity is specified below in section 4.

5. DAI's PLANNED ROLE

DAI intends to support PRB through focusing on the overall procurement process in Kosovo, as follows:

4.1 Ensuring an overall effective and accountable public procurement system, DAI intends to:

- Support PRB through a two-prong approach: the first focusing on the overall procurement process in Kosovo and the second focusing on more effective appeal system is on place and increasing their oversight responsibility for public procurement.

4.2 Ensuring an overall transparent and effective public procurement system, DAI intends to:

- Support increased coordination and collaboration of PRB with other central and local level entities (such as the Municipalities, Public Procurement Regulatory Commission, Anti-Corruption Agency, National Audit Office, Central Procurement Unit, Internal Audit Harmonization Unit, etc.), that are relevant to supporting, monitoring, and providing oversight to the municipalities in the areas of procurement, including e-procurement, financial management, auditing, and human resources management.
- Support the PRB to further advance transparency, fulfill its mandate, and increase the quality of its decisions.
- Improving public perception towards PRB by organizing and instituting regular meetings with various stakeholders (Procurement Collegium, CPA, CSOs, Commercial Chambers) and support PRB communications officer with developing action plan and implementing PRB Communications Strategy.
- Facilitate regular meetings between the technical staff of procurement stakeholders to follow-up on commitments made from the leadership meetings

6. PRB PLANNED ROLE

PRB intends to:

- Ensure uninterrupted sustainable operation of the appeal module within e-Procurement.
- Facilitate to DAI staff access to PRB units and ensure staff participates in and support activities provided by the KMI project, including providing DAI access to all internal PRB documents, as needed.
- Continue to partner with KMI to organize procurement and e-procurement related trainings to PRB staff.
- Participate in training programs, capacity-development, and technical assistance activities organized by KMI and disseminate best practices and lessons learned to participants at the central and local level.
- Encourage timely collaboration of PRB staff in completing required activities, ensuring access to all the data and information required.
- Provide an enabling environment for KMI staff by assigning dedicated space within PRB for the project's staff.

7. COORDINATION AND CONSULTATION

The Participants plan to provide each other with the information needed to facilitate assistance and to evaluate the effectiveness of the assistance. The Participants plan to also request to meet periodically to review assistance and share relevant information. The Participants plan to resolve any issues concerning the interpretation, administration or implementation of this MOU by consultation between the Participants.

8. NOTICES

The Participants intend that all notices or communications under this MOU be in writing by email or facsimile and addressed as follows.

The respective organizational cognizant points of contact are:

For DAI

Ruzhdi Zeqiri
Objective 1 Lead
Str. 24 Maji, No. 7, Pristina, Kosovo
ruzhdi_zeqiri@dai.com

For PRB:

Vjosa Gradinaj - Mexhuani
Head of PRB
Str. "Migjeni" (ex-Lubjana Bank,
Floor 5), Prishtinë
vjosa.gradinaj@rks-gov.net

Each Participant may change its cognizant point of contact by written notice to the other.

9. GUIDING PRINCIPLES

- A. Effect of MOU.** The Participants recognize that this MOU is not a treaty and does not give rise to rights or obligations under international law, and that this MOU is not an obligation of funds and is not intended to constitute a legally binding commitment by any Participant or create any rights in any third party. The cooperation among the Participants as outlined in this MOU is not intended to create a partnership or other type of legal entity or personality. Each Participant intends to accept full and sole responsibility for any and all expenses incurred by itself related to this MOU. The Participants intend to maintain their own separate and unique missions and mandates and their own accountabilities. This MOU reflects the entire understanding and agreement of the Participants with respect to the subject matter and supersedes any prior or contemporaneous written or oral agreements thereon. Nothing in this MOU is intended to create an exclusive working relationship.
- B. Publicity.** The Participants understand that each Participant may make the existence and content of this MOU publicly available, including by press release, public commentary, or other means of disclosure, in accordance with its own policies and procedures. It is anticipated that DAI will ensure compliance with any branding and marking requirements per the terms of its contract with USAID, including use of the PRB logo where appropriate to attribute the efforts of the PRB.
- C. Modification.** This MOU may be modified in writing by the Participants. Each Participant may withdraw from this MOU by giving the other Participant thirty (30) days written notice.
- D. Duration.** This MOU begins on the date of signature by the Participants and continues until March 20, 2027.

This MOU may be extended in writing signed by both Participants for any period of time.

- E. Representatives.** The Participants intend that each Participant be represented by those holding or acting in the offices held by the signatories to this MOU. The Participants intend that each Participant may, by written notice to the other, identify additional representatives authorized to represent that Participant for all purposes other than modifications to this MOU. The Participants intend that each Participant is to notify the other in writing of changes in the authorized representatives.

№: 574/22
Dat/Date: 28.07.22

F. Language. This Memorandum of Understanding was written in English (the prevailing language) and translated into Albanian and Serbian.

G. Governing Law and Dispute Resolution. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws rules. Both Parties agree that, should any disputes arise under this Agreement, they will first endeavor to resolve such disputes amicably through negotiation. If negotiations do not prove effective in resolving any conflict between the Parties, such dispute shall be resolved through binding arbitration in Maryland.

The Participants, each acting through its duly authorized representative, have caused this MOU to be signed in their names and delivered as of **July 27, 2022.**

For DAI GLOBAL, LLC

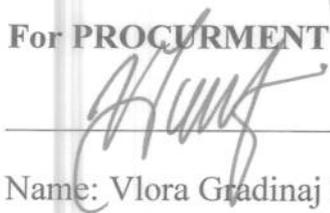


Name: Stephen Carpenter

Title: Vice President, Governance

Date: July 27, 2022.

For PROCURMENT REVIEW BODY



Name: Vlora Gradinaj Mexhuani

Title: Head of PRB

Date: July 27, 2022.