





# MEMORANDUM OF UNDERSTANDING

between

## CENTRO LAICI ITALIANI PER LE MISSIONI

and

Municipality of Decane

in the framework of the initiative

## "NATURKOSOVO"

The natural and cultural capital in Kosovo and the sustainable tourist development of the Via Dinarica

## OVERALL PROJECT INFORMATION

Main Donor: Italian Agency for Development Cooperation (AICS)

Project code: AID 12382 Duration: 3 years (39 months) Start date: 01 May 2022

Estimated end date: 31 July 2025 Main target area: West Region – Municipalities of Peja, Decan, and Junik; National Park Bjeshket e Nemuna



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#### PREAMBLE

This Memorandum of Understanding (hereafter, MoU) by and between:

Centro Laici Italiani per le Missioni (hereafter CELIM), non-for-profit organization, with its main seat in via Donatello 5B, Milan (Italy) and its branch registered in Kosovo with ID number 5300330-3, Bankos, 43, Gjakove, duly represented in this contract by Mr Valon Mejzini in his quality of CELIM Legal Representative in Kosovo;

and

Municipality of Decane, public local authority, with its main seat Rruga Sali Çeku, Deçan 55000, represented by Mr Bashkim Ramosaj, Mayor of Decane.

collectively known as the "Parties", and individually as "Party" for the purpose of the present MoU,

#### WHEREAS

- CELIM acknowledges the role and the relevance of the Municipality of Decane as a key stakeholder in the framework of the project.
- 2) The NATURKOSOVO Project (hereafter, NATURKOSOVO) was promoted by RTM Volontari nel Mondo ((RTM) and CELIM and submitted for funding to the Italian Agency for Development Cooperation-Tirana Office (hereinafter, AICS) with the following Kosovar and Italian partners (hereinafter, Consortium):
  - Club Alpino Italiano [CAI]
  - Corpo Nazionale Soccorso Alpino e Speleologico [CNSAS]
  - Associazione Italiana Turismo Responsabile [AITR]
  - UTALAYA Foundation [UTALAYA]
- 3) AICS Director approved with Decision no. 20, 14/07/2021 the funding of the project.
- AICS opened a call to entrust the implementation of the project on 04/08/2021
- 5) AICS selected RTM and CELIM for the implementation of the project on 12/01/2022
- 6) On 24/03/2022 RTM signed with AICS a Grant Contract (AID 12382) disciplining the implementation of NATURKOSOVO and then RTM signed with CELIM a Partnership Agreement through which CELIM has been appointed the responsible partner for the implementation of activities A1.1, A1.2, A2.1. This MoU refers to and is under A1.2 and consequently is signed between CELIM and the Municipality of Decane.
- 7) This MoU is signed with a view to facilitating NATURKOSOVO execution and expanding its impact.
- 8) The Parties acknowledge the relevance of the project for the development of sustainable tourism in Kosovo by enhancing the Via Dinarica trail in the country.
- 9) NATURKOSOVO started on 01/05/2022 and it lasts for 39 months, set to end on 31/07/2025.

## AGREE TO MUTUAL COOPERATION, AS FOLLOWS

#### Article 1 - Purpose

1.1 The purpose of this MoU is to define the mutual cooperation between the parties for the success of the initiative "NATURKOSOVO - The Natural and Cultural Capital of Kosovo and the Sustainable Tourism Development

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of the Via Dinarica" and for the correct and appropriate handover from CELIM to the Municipality of Decan of the outputs of the Activity 1.2 "Support and promotion of integrated thematic paths that promote the territorial peculiarities of the Via Dinarica" and project's outcomes related to the area of the Municipality of Decan itself.

1.2 NATURKOSOVO has the following objectives:

Overall Objective: To contribute to the sustainable tourism development in Kosovo

Specific Objective: To enhance the cultural, historical and natural resources, to generate sustainable development and to create jobs for the benefit of local communities, through the support to local institutions in the governance of tourism and in the promotion of the Kosovar stretch of the Via Dinarica

1.3 NATURKOSOVO has the following expected results:

Result 1 - Improved offer and quality of the naturalistic and cultural paths of the Kosovar stretch of the Via Dinarica

Result 2 - Increased usability and accessibility of trails, and natural and cultural heritage of the Via Dinarica in Kosovo, through an improved shared management by the stakeholders and local institutions.

Result 3 - The socio-economic conditions of the local communities are improved thanks to increased opportunities for employment and self-entrepreneurship promoted along the Via Dinarica

Result 4 - The tourist brand "Via Dinarica - Kosovo" is launched and disseminated at regional and international level.

#### Article 2 - The Parties

- 2.1 The Parties commit to sharing regular and timely updates on matters of interest for the present MoU, trying, when possible, to activate synergies and occasions for disseminating the good practices generated by NATURKOSOVO with other relevant bodies and agencies.
- 2.2 CELIM commits to regularly consult the Municipality for the definition and planning of relevant actions in the framework of the project, as well as for any other relevant initiative promoted and implemented by NaturKosovo in the Municipality area.
- 2.3 Parties commit to reducing as much as possible the turnover of their representatives involved in A1.2 of the Project, in order to ensure continuity to the established agreement and the initiative itself.
- 2.4 The Municipality appoints as contact person of A1.2 Mr./Ms Isuf Demhasaj. The contact person shall participate in the works of NATURKOSOVO whenever required and will be the implementing officer of this MoU, with reference to Art. 3.
- 2.5 The Municipality undertakes to act, through its appointed contact person of A1.2, as strategic focal point and facilitator for the NATURKOSOVO in the relationship with stakeholders from the Municipality area.
- 2.6 Parties undertakes to facilitate the creation of synergies for the Project with other/new programs in support of the tourism and mountain activities sector.

## Article 3 - Terms of collaboration and handover

3.1 With respect to the Project Result 1 - Improved offer and quality of the naturalistic and cultural paths of the Kosovar stretch of the Via Dinarica, Activity 1.2 - Creation and promotion of theme-based paths valuing the features of the Via Dinarica-Kosovo:

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- CELIM will purchase 2 OFF road vehicles according to the technical specifications of Annex 1 to this MoU and in line with the AICS Procurement Regulation.
- The Municipality of Decane confirms that the two OFF road vehicles have been identified and selected
  jointly with CELIM and that are informed of the conditions of the cars and the possibility of
  extraordinary maintenance.
- The Municipality of Decane undertakes to accept and implement the following conditions necessary for the purpose of the handover:
  - Provide the names of the drivers of the two OFF road vehicles;
  - O Strictly comply with the agreed scope and use of the two OFF road vehicles: improve touristic service of the Visitors' Centre through initiating a tourist transport service from the Visitors' Centre to the Via Dinarica. To this regard, the Municipality accepts also that the two OFF road vehicles are exclusively destined to the activities and use of the Visitors' Centre and to the touristic promotion of the Municipality's area and the Kosovar part of the Via Dinarica.
  - To take full responsibility for the maintenance costs of the two OFF road vehicles (insurance, fuel, mechanical maintenance, repairs, tyre changes and everything related to the good and safe operation of the OFF road vehicles) and to commit to keep them properly functioning;
  - o Facilitating the development of the tourist service delivery capacities of the visitors' centre by the NaturKosovo project with regard to management, commercial aspects, external collaborations with tourist entities, and promotional materials, through specific technical assistance and training that will be provided by the Project partner AITR.
  - Ontribute to the development of Decane's connections with the Via Dinarica and in this regard, the Municipality undertakes to contribute to the project through the recovery and maintenance of a trail that has been identified by the Project and that will be specified further with the presentation to the Municipality of the necessary coordinates. The works to open the trail should be implemented by the Municipality under the technical supervision of CAI. The Municipality commits itself to make the trail accessible to tourists by 30 June 2023.
- Supporting the planning, organization, and implementation of the data collection and elaboration for the survey and mapping of the paths system of the Via Dinarica in Kosovo. The transfer of ownership related costs will be charged to the Project.
- 3.2 The transfer of ownership of the two OFF road vehicles from CELIM to the Municipality will take place after the signature of this MoU.

## Article 4 - Monitoring and Evaluation

- 4.1 The actual implementation of the conditions will be monitored by CELIM/RTM
- 4.2 The Municipality ensures full availability to take part in meetings and/or activities organised by CELIM/RTM and partners in the framework of such monitoring and evaluation actions.
- 4.3 The Municipality commits to timely provide relevant official information for the regular update and/or review of Monitoring as, among others: a) place where the OFF road vehicles will be parked; b) log-books of the OFF road vehicles or Visitors' Centre records of touristic trips organised using OFF road vehicles; c) lists or records of the number of tourists that use the transport service supported by the Project per year.

## Article 5 - Contact persons for the purposes of the MoU and A1.2

#### For CELIM:

Valon Mejzini, Project Officer

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E-mail: mejzini@celim.it

### For the Municipality of Decane:

Isuf Demhasaj, Director of the Economic Development E-mail: Isuf.Demhasaj@rks-gov.net

Any change in contact person will be promptly communicated in writing to the other Party.

#### Article 6 - Final Clauses

- 6.1 The present MoU must be signed no later than 17 July 2023 comes into force since the date of signature and is valid until AICS approves the Project final report and balance sheet.
- 6.2 The purchase of the two OFF road vehicles must be done by CELIM no later than 25 July 2023.
- 6.3 The Municipality undertakes to make available the facilities/OFF road vehicles/equipment obtained within the framework of A1.2 and this MoU for future NaturKosovo Project activities related to the development and promotion of the Dinaric way in Kosovo.
- 6.4 The Municipality undertakes to give adequate visibility to the Project, to the collaboration with the NGOs CELIM and RTM and to the Donor AICS regarding the investments made by the Project, through: 1) informing the citizenship through its official communication channels; 2) affixing visibility materials (stickers, plaques, panels, posters) on structures/OFF road vehicles/equipment that will be provided within the framework of the NaturKosovo Project.
- 6.5 The Municipality undertakes to keep at its tourist infopoints and/or locations of tourist interest the information material and where appropriate signage related to the Kosovan section of the Via Dinarica that will be produced within the framework of the NaturKosovo Project.
- 6.6 The Municipality undertakes to have the staff of its tourist infopoints participate in the training, information and awareness-raising activities planned within the framework of the NaturKosovo Project.
- 6.7 All controversies related to the implementation of the present MoU, including those concerning its validity, interpretation, implementation, and resolution, will be solved by negotiation between the Parties. If negotiation will not be successful and in the event of violations of this MoU deemed by CELIM to be serious for the purposes of the Project or damaging the image of the Project, CELIM will initiate appropriate legal action in one of the competent courts.
- 6.8 The present MoU can be modified and/or integrated only through a specific written addendum.
- 6.9 The present MoU is written and signed in three original copies in English.

List of Annexes:

Annex I\_Invitation Letter and technical specifications

Decane, 17/07/2023

CELIM
The Country Representative
Mr. Valon Mejzini

The Municipality of Decane The Mayor

Mr. Bashkim Ramosaj

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