



Republika e Kosovës - Republika Kosova - Republic of Kosovo
Kuvendi – Skupština- Assembly



USAID
NGA POPULLI AMERIKAN
OD AMERIČKOG NARODA

TRUST ACCOUNT AGREEMENT
BETWEEN
THE ASSEMBLY OF THE
REPUBLIC OF KOSOVO AND
THE UNITED STATES OF AMERICA

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Date: December 2, 2016

The Assembly of the Republic of Kosovo (“Beneficiary”) and the United States of America, acting through the Agency for International Development (“USAID”), (together, “Parties”), wish to enter into a Trust Account Agreement (“Agreement”).

Therefore, the Parties hereby agree as follows:

1. Purpose

The Beneficiary and USAID desire to provide development assistance to the Assembly of the Republic of Kosovo (AOK) to implement the USAID funded Support to Parliamentary Research Activity (“Activity”). The activity will improve quality of legislation using research and analysis. The goal is to achieve more comprehensive, evidence-based decisions in national policy-making processes, which will lead to improved quality of legislation.

This Agreement does not undertake a new financial obligation for the Republic of Kosovo. The financial obligation was approved by the Assembly in the Law No. 05/L-071 on the Budget of Republic of Kosovo for year 2016 and the Law No.05/L-109 on Amending and Supplementing the Law No. 05/L-071 on Budget of Republic of Kosovo for the Year 2016.

2. Establishment of the Trust Account

In order to implement the program, the Parties agree to establish a separate bank account (“Trust Account”). USAID agrees to act as Trustee over the funds (“Trust Funds”), to be held in the Trust Account on behalf of the Beneficiary.

The Trust Account will be established at the Raiffeisen Bank Kosovo J.S.C. The Trust Account will be opened in the name of the U.S. Government, acting through USAID.

After the establishment of the Trust Account, the Beneficiary will transfer and deposit 20,000 (twenty-thousand) Euros into the Trust Account, in one installment, no later than December 31, 2016. The Trust Account will be an interest bearing account. Interest earnings on Trust Funds shall be added to the Trust Account and shall be available for expenditure in accordance with the terms of this Agreement.

3. Use of the Trust Funds

The Trust Funds will be used for the purpose of supporting the Activity. The three objectives of the Activity are:

1. Improved quality of legislation using research and analysis;
2. Increase professional capacity to conduct quality legislative analysis; and

3. Increase participation and input of civil society in the legislative process and lawmaking.

USAID will seek the Beneficiary's concurrence on its sub-obligation of funds and will utilize the Trust Fund to reimburse the implementing partner for expenses incurred during the implementation of the activities.

4. Disbursement Procedures

The Trust Funds will be received pursuant to Section 635(b) of the Foreign Assistance Act of 1961, as amended ("FAA"), and will be maintained, managed, and disbursed in accordance with the FAA and USAID legal, policy and procedural requirements.

5. Availability of Funds

Trust Funds made available through the Trust Account will remain available until expended, unless the Trust Account is terminated.

6. Termination of the Agreement

The Agreement will remain in effect until terminated by mutual written agreement of USAID and the Beneficiary, or until the completion of the Activity, whichever is earlier. Termination of the Agreement will end the obligations of the Parties with regard to the Trust Account, except with regard to obligations which may have arisen pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Agreement.

In the event of such termination of the Agreement, Trust Funds which have not been committed pursuant to non-cancellable commitments entered into with third parties prior to the termination shall be returned to the Beneficiary.

7. Records and Inspection

USAID will maintain records on all disbursements from the Trust Account. Such records will be maintained for a period of three years following the last disbursement from the Account for activities financed hereunder and may be inspected by representatives of the Beneficiary at any reasonable time.

8. Reporting

USAID will prepare one final report after the end of the Activity to the Beneficiary listing the amounts and dates of deposits made into the Trust Account, as well as the amounts disbursed from the Trust Account during the life of the Activity, and if any, the balance remaining in the Trust Account. The report will be provided to the Beneficiary forty-five days after the life of the Activity has ended.

9. Cooperation between the Parties

USAID and the Beneficiary will cooperate to ensure that the purpose of the Agreement is carried out. Each Party will designate persons responsible for coordination and periodic review of progress made on the Support to Parliamentary Research Activity.

10. Representatives

For all purposes relevant to this Agreement, the Beneficiary shall be represented by the Speaker of the Assembly of Kosovo, and USAID shall be represented by the individual holding or acting in the office of USAID/Kosovo Mission Director. Either of the representatives may designate additional representatives for all purposes hereunder. Each Party shall provide the names of such additional person(s) by written notice to the other along with specimen signatures. The Parties may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement until receipt of written notice of withdrawal of their authority.

11. Communications

Any notice, request, document, or other communication submitted by the Beneficiary or USAID to the other Party under this Agreement shall be in writing and shall be deemed given or sent when delivered to the other Party at the following addresses:

To the Beneficiary:

Mail Address: Speaker, Assembly of Kosovo
Street : Nëna Terezë
10000 Prishtina
Telephone: 038 211 366
Fax: 038 211 367

To USAID:

Mail Address: Mission Director, USAID/Kosovo
Arberia, Ismail Qemali Str., house # 1, 10000 Pristina
Telephone: 038 243 673
Fax: 038 249 493

All such communications shall be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving written notice to the other Party.

12. Relation to Framework Bilateral Agreement.

The assistance contemplated hereunder is part of the U.S. Government's program of assistance to Kosovo under the Agreement for Economic and Technical Cooperation between the Government of the United States of America and the Republic of Kosovo dated March 29, 2012, and the Amended and Restated Assistance Agreement between the United States of America and the Republic of Kosovo dated September 2, 2010, as subsequently amended, and would be subject to

the terms and conditions of those Agreements, including provisions related to exemption from taxes and customs duties.

13. Agreement Amendment

This Agreement may only be amended in writing and signed by both Parties.

14. Language

This Trust Account Agreement is prepared in the English, Albanian and Serbian languages. In the event of ambiguity or conflict among the versions, the English language version prevails.

15. Entry into Force

This Agreement shall enter into force one week from the signing date and shall remain in effect until the Parties either decide to terminate the Agreement by mutual consent or the Activity has been completed.

ASSEMBLY OF THE REPUBLIC OF KOSOVO

UNITED STATES OF AMERICA

By: 

By: 

Name: Kadri Veseli

Name: James Hope

Title: Speaker of the Assembly of Kosovo

Title: USAID Mission Director