



REPUBLIKA E KOSOVËS – PRESIDENTI
REPUBLIC OF KOSOVO – THE PRESIDENT
REPUBLIKA KOSOVA – PREDSIEDNIK

**DECREE FOR RATIFICATION OF THE
INTERNATIONAL AGREEMENT**

Pursuant to Article 18, item 2 of the Constitution of the Republic of Kosovo, Article 10 paragraph 4 of the Law no. 04/L-052, on International Agreements and Article 4, item 3 of the Law No. 03/L-004 on the Ministry of Foreign Affairs and Diplomatic Service, I hereby issue the following;

Decree

The ratification of the Agreement on Fiduciary Account, between the Government of the Republic of Kosovo and the United States of America, signed in Prishtina on September 20, 2013, and received in the Office of the President of the Republic of Kosovo on September 30, 2013.

Pursuant to Article 18, item 3 of the Constitution of the Republic of Kosovo, the ratified agreement shall be forwarded to the Parliament of the Republic of Kosovo as a notification.

The ratified agreement shall enter into force on the day of its publication in the Official Gazette.

Decree No: DMN-019-2013

Prishtina, September 30, 2013

Atifete Jahjaga
President of the Republic of Kosovo



Republika e Kosovës
Republika Kosova - Republic of Kosovo



USAID
FROM THE AMERICAN PEOPLE

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

TRUST ACCOUNT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA, ACTING THROUGH
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
THE REPUBLIC OF KOSOVO

Date: _____

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

Therefore, the Parties hereby agree as follows:

1. Purpose

The Beneficiary and USAID desire to implement the "Support for GOK Priorities" Project to provide development assistance to Kosovo, including assistance to the Brezovica Resort Development Project (BRDP), the Ministry of Finance and municipalities in the implementation of public financial management (PFM) reforms and maintaining fiscally sound and stable macroeconomic environment in Kosovo in line with IMF Stand-By Arrangement.

This Agreement does not undertake a new financial obligation of the Government of the Republic of Kosovo. The financial obligation was approved by the Assembly in the Law No. 04/L-165 "On the Budget of Republic of Kosovo for year 2013" on 13 December, 2012. The Government of Kosovo allocated funds in its Decision No. 05/142 dated August 7, 2013.

Subject to the availability of funds, USAID anticipates additional support of the above-mentioned objectives after the life of the "Support for GOK Priorities" Project. As part of the additional support, up to \$3.2 million may be made available to carry out Government-to-Government Development Assistance through Ministry of Finance procurement systems over the period of 2014-2018, with an anticipated \$800,000 to be disbursed in FY14.

2. Establishment of the Trust Account

In order to implement the "Support for GOK Economic Priorities" Project, the Parties agree to establish a separate bank account (the "Trust Account"). USAID agrees to act as Trustee over the funds to be held in the Trust Account (the "Trust Funds") on behalf of the Beneficiary.

The Trust Account will be established at a local bank acceptable to both Parties. The Trust Account will be opened in the name of the U.S. Government, acting through USAID.

After establishment of the Trust Account, 700,000 (seven hundred thousand) Euro will be transferred from the Beneficiary and deposited into the Trust Account. The Beneficiary will transfer the mentioned amount in two tranches, namely 250,000 (two hundred and fifty thousand) Euro in September 2013, and 450,000 (four hundred and fifty thousand) Euro in November 2013. 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 purposes of the "Support for GOK Economic Priorities" Project. The "Support for GOK Economic Priorities" Project aims at supporting the Inter-Ministerial Steering Committee (ISC) for a Public-Private Partnership for Brezovica Project, as well as supporting the Ministry of Finance and municipalities in implementing the PFM reforms and maintaining macroeconomic stability. The Project focuses on the following two key components:

- Support the ISC and the Ministry of Trade and Industry in implementing Brezovica Project
- Support the Ministry of Finance and municipalities in the implementation of Public Financial Management reforms

Pursuant to the Beneficiary's written instructions of August 23, 2013, USAID will provide the above-described assistance through Deloitte LLP.

USAID will utilize the Trust Fund to reimburse for expenses incurred when implementing activities.

4. Disbursement Procedures

The Trust Funds will be received pursuant to Section 635(d) 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 upon termination of USAID's economic assistance

program in the Republic of Kosovo, whichever is earlier. Termination of the Agreement will terminate the obligations of the Parties with regard to the Trust Account, except with regard to obligations that 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 that have not been committed pursuant to non-cancellable commitments entered into with third parties prior to the termination shall be disbursed from the Trust Account for purposes mutually agreed upon by USAID and the Beneficiary at the time of termination of the Agreement.

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 Trust Account for activities financed hereunder and may be inspected by representatives of the Beneficiary at any reasonable time.

8. Reporting

USAID will prepare and furnish a report to the Beneficiary listing amounts and dates of deposits into the Trust Account, the amounts disbursed from the Trust Account, and the balance remaining, if any, in the Trust Account upon conclusion of the services provided under this Trust Account Agreement by USAID.

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 on the "Support for GOK Economic Priorities" Project.

10. Representatives

For all purposes relevant to this Agreement, the Beneficiary shall be represented by the Minister of Finance, 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. 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: Minister, Ministry of Finance
New Government Building, 11th floor.
Mother Teresa St. nn, 10,000 Prishtina, R. Kosovo.
Telephone: 038 200 34101
Fax: 038 213 113

To USAID:

Mail Address: Mission Director, USAID/Kosovo
Arberia, Ismail Qemali Str., house # 1, 10000 Pristina
Telephone: 038 5959 2000
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 Government of 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 be amended only by written agreement signed by both Parties.

14. Language.

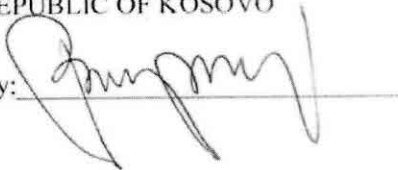
This Trust Account Agreement is prepared in the English, Albanian and Serbian languages. In the event of ambiguity or conflict among the versions, the English language version is to control.

IN WITNESS WHEREOF, the United States of America and the Beneficiary, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

REPUBLIC OF KOSOVO

By: 

By: 

Name: Maureen A. Shauket

Name: Besim Beqaj

Title: USAID Mission Director

Title: Minister of Finance of the Republic of Kosovo

By: _____

Name: Atifete Jahjaga

Title: President of the Republic of Kosovo