

Strasbourg, 02 June 2005

ACFC(2005)003
Annexes XXIV-XLV

**REPORT SUBMITTED BY THE
UNITED NATIONS INTERIM ADMINISTRATION MISSION IN
KOSOVO (UNMIK) PURSUANT TO ARTICLE 2.2 OF THE
AGREEMENT BETWEEN UNMIK AND THE COUNCIL OF
EUROPE RELATED TO THE FRAMEWORK CONVENTION FOR
THE PROTECTION OF NATIONAL MINORITIES**

(received on 02 June 2005)

- Annex XXIV:** UNMIK – The Federal Republic of Yugoslavia Agreement on the Transfer of Sentenced Persons
- Annex XXV:** Agreement between the United Nations Interim Administration Mission in Kosovo acting for the Provisional Institutions of Self-Government in Kosovo (Ministry of Transport and Communications) and the Government of the Republic of Albania (Ministry of Transport and Telecommunications) on Road Transport of Passengers and Goods
- Annex XXVI:** Agreement between the United Nations Interim Administration Mission in Kosovo (UNMIK) acting for the Provisional Institutions of Self-Government in Kosovo (Ministry of Education, Science and Technology) and the Government of the Republic of Finland on Phase II of the Finnish Support to the Development of the Education Sector in Kosovo
- Annex XXVII:** Agreement between the United Nations Interim Administration Mission in Kosovo (UNMIK) acting for the Provisional Institutions of Self-Government in Kosovo (Ministry of Culture, Youth and Sports) and the Ministry of Culture, Youth and Sports of the Government of the Republic of Albania on Cooperation in the Fields of Culture, Youth and Sports
- Annex XXVIII:** Special Co-Ordinator of the Stability Pact for South Eastern Europe Annual Report 2004
- Annex XXIX:** UNMIK Executive Decision No. 2000/2 dated 2 June 2000 on the Closing of Offices of Dita Newspaper
- Annex XXX:** UNMIK Executive Decision No. 2002/6 dated 17 July 2002 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community

- Annex XXXI:** UNMIK Executive Decision No. 2002/10 dated 11 September 2002 on Setting aside of a Decision of the Municipal Assembly of Gjakove/Djakovica of 17 April 2002
- Annex XXXII:** UNMIK Executive Decision No. 2002/15 dated 6 December 2002 on the Extension of Accreditation of and Renaming the Higher Education Facility in Mitrovica
- Annex XXXIII:** UNMIK Executive Decision No. 2002/16 dated 18 December 2002 on the Refusal of the Gjakova/Djakovica Municipality to Issue Death Certificates to Ms. Hazbije Geraqina and Mr. Gjergj Hasanaj
- Annex XXXIV:** UNMIK Executive Decision No. 2003/4 dated 22 April 2003 Amending Executive Decision No. 2002/6 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community
- Annex XXXV:** UNMIK Executive Decision No. 2003/5 dated 30 June 2003 amending Executive Decisions No. 2002/6 and No. 2003/4 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community
- Annex XXXVI:** UNMIK Executive Decision No. 2003/8 dated 11 July 2003 amending Executive Decisions No. 2002/6, No. 2003/4 and No. 2003/5 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community
- Annex XXXVII:** UNMIK Executive Decision No. 2003/11 dated 27 August 2003 on Setting Aside of a Decision of the Municipal Assembly of Fushe Kosove/Kosovo Polje of 25 June 2003
- Annex XXXVIII:** UNMIK Executive Decision No. 2004/1 dated 18 February 2004 on Setting Aside of a Decision of the Municipal Assembly of Prishtine/Pristina of 30 December 2003
- Annex XXXIX:** UNMIK Executive Decision No. 2004/4 dated 5 March 2004
- Annex XL:** UNMIK Executive Decision No. 2004/8 dated 8 April 2004 on Setting Aside Provisions in the Municipal Regulation No. 2004/1 of the Municipal Assembly of Mitrovica/Mitrovica of 20 February 2004
- Annex XLI:** UNMIK Executive Decision No. 2004/21 dated 5 October 2004 on the 2004 Elections for the Assembly of Kosovo
- Annex XLII:** Executive Decision No. 2004/22 dated 7 October 2004 on Setting Aside a Decision of 5 July 2004 of TM Board of Directors and Decisions of 24 July of the Department of Urbanism and Public Utilities of Kline/Klina Municipality
- Annex XLIII:** Sustainable Returns and the Rights of Communities and Their Members Final – 6 July 2004
- Annex XLIV:** Freedom of Movement
- Annex XLV:** UNMIK PR/1078 dated 10 December 2003 STANDARDS for KOSOVO

ANNEX XXIV

UNMIK- The Federal Republic of Yugoslavia Agreement on the Transfer of Sentenced Persons

UNMIK – THE FEDERAL REPUBLIC OF YUGOSLAVIA
AGREEMENT ON THE TRANSFER OF SENTENCED PERSONS

The Special Representative of the UN Secretary-General for Kosovo, Mr. Michael Steiner, and the President of the Government of the Federal Republic of Yugoslavia, Mr. Dragisa Pesic, the Prime Minister of the Republic of Serbia, Mr. Zoran Djindjic, the Special Representative of the President of the Federal Republic of Yugoslavia and the President of the Coordinating Center for Kosovo, Dr. Nebojsa Covic, as the signatories of this Agreement:

- with the purpose of further development of the mutual cooperation in the field of judiciary, as envisaged in the UNMIK-FRY Common Document signed in November 2001, which confirmed the basic principles outlined in the UN Security Council Resolution 1244, including the sovereignty and territorial integrity, as well as the principles of Constitutional Framework for Interim Administration,
- considering that such mutual co-operation contributes to justice and social rehabilitation of sentenced persons,

Have agreed upon the following:

Article 1 – Definitions

For the purposes of this Agreement:

- a. "sentence" means any punishment or measure involving deprivation of liberty ordered by a court for a limited or unlimited period of time on account of a criminal offence;
- b. "judgment" means a decision or order of a court imposing a sentence;
- c. "Party" means the Government of The Federal Republic of Yugoslavia and the Government of the Republic of Serbia collectively, or the United Nations Interim Administration Mission in Kosovo (UNMIK).
- d. "sentencing Party" means the Party that imposed the sentence on the person who may be, or has been, transferred;
- e. "administering Party" means the Party to which the sentenced person may be, or has been, transferred in order to serve his sentence.

Article 2 – General principles

1. The Parties undertake to afford each other the widest measure of co-operation in respect to the transfer of sentenced persons in accordance with the provisions of this Agreement.
2. A person serving a sentence in the custody of a Party may be transferred to the custody of the other Party, in accordance with the provisions of this Agreement, to serve the remaining portion of the sentence imposed on him. To that end, a person serving a sentence may express his interest to the sentencing Party or to the administering Party in being transferred under this Agreement.

3. Transfer may be requested by either the sentencing Party or the administering Party.

Article 3 – Conditions for transfer

1. A sentenced person in UNMIK's custody may be transferred under this Agreement only on the following conditions:

- a. if the judgment is final;
- b. if, at the time of receipt of the request for transfer, the sentenced person still has at least six months of the sentence to serve or if the sentence is indeterminate;
- c. if the transfer is consented to by the sentenced person or, where in view of his age or his physical or mental condition one of the two Parties considers it necessary, the transfer is consented to by the sentenced person's legal representative;
- d. if the acts or omissions on account of which the sentence has been imposed constitute a criminal offence according to the law of the administering Party or would constitute a criminal offence if committed on its territory;
- e. if the sentencing and administering Parties agree to the transfer. Particular consideration shall be given to sentenced persons born in The Federal Republic of Yugoslavia, outside Kosovo, or where members of the sentenced person's immediate family reside in The Federal Republic of Yugoslavia, outside Kosovo.

2. A sentenced person in the custody of the Government of The Federal Republic of Yugoslavia or the Government of the Republic of Serbia may be transferred under this Agreement only on the following conditions:

- a. if the judgment is final;
- b. if, at the time of receipt of the request for transfer, the sentenced person still has at least six months of the sentence to serve or if the sentence is indeterminate;
- c. if the transfer is consented to by the sentenced person or, where in view of his age or his physical or mental condition one of the two Parties considers it necessary, the transfer is consented to by the sentenced person's legal representative;
- d. if the acts or omissions on account of which the sentence has been imposed constitute a criminal offence according to the law of the administering Party or would constitute a criminal offence if committed in the territory under its administration; and
- e. if the sentencing and administering Parties agree to the transfer. Particular consideration shall be given to sentenced persons born in Kosovo, or where members of the sentenced person's immediate family reside in Kosovo.

3. In exceptional cases, the Parties may agree to a transfer even if the time to be served by the sentenced person is less than that specified in paragraph 1.b or 2.b.

Article 4 – Obligation to furnish information

1. Any sentenced person to whom this Agreement may apply shall immediately be advised of the provisions of this Agreement.

2. If the sentenced person has expressed an interest to the sentencing Party in being transferred under this Agreement, that Party shall so inform the administering Party as soon as practicable after the judgment becomes final.

3. The information shall include:

- a. the name, date and place of birth of the sentenced person;
- b. his address, if any, in the territory of the administering Party;
- c. a statement of the facts upon which the sentence was based;
- d. the nature, duration and date of commencement of the sentence.

4. If the sentenced person has expressed his interest to the administering Party, the sentencing Party shall, on request, communicate to the administering Party the information referred to in paragraph 3 above.

5. The sentenced person shall be informed, in writing, of any action taken by the sentencing Party or by the administering Party under the preceding paragraphs, as well as of any decision taken by either Party on a request for transfer.

Article 5 – Requests and replies

1. Requests for transfer and replies shall be made in writing.

2. Requests shall be addressed by the Ministry or Department of Justice of the requesting Party to the Ministry or Department of Justice of the requested Party. Replies shall be communicated through the same channels.

3. The requested Party shall promptly inform the requesting Party of its decision whether or not to agree to the requested transfer.

Article 6 – Supporting documents

1. The administering Party, if requested by the sentencing Party, shall furnish it with a copy of the relevant law of the administering Party which provides that the acts or omissions on account of which the sentence has been imposed by the sentencing Party constitute a criminal offence according to the law of the administering Party, or would constitute a criminal offence if committed on its territory;

2. If a transfer is requested, the sentencing Party shall provide the following documents to the administering Party, unless either Party has already indicated that it will not agree to the transfer:

- a. a certified copy of the judgment and the law on which it is based;
- b. a statement indicating how much of the sentence has already been served, including information on any pre-trial detention and any other factor relevant to the enforcement of the sentence;
- c. a declaration containing the consent to the transfer as referred to in Article 3.1.c and 3.2.c; and

d. whenever appropriate, any medical or social reports on the sentenced person, information about his treatment in the territory of the sentencing Party, and any recommendation for his further treatment in the territory of the administering Party.

3. Either Party may ask to be provided with any of the documents or statements referred to in paragraphs 1 or 2 above before making a request for transfer or taking a decision on whether or not to agree to the transfer.

Article 7 – Consent and its verification

1. The sentencing Party shall ensure that the person required to give consent to the transfer in accordance with Article 3.1.c or 3.2.c does so voluntarily and with full knowledge of the legal consequences thereof. The procedure for giving such consent shall be governed by the law of the sentencing Party.

2. The sentencing Party shall afford an opportunity to the administering Party to verify through an official agreed upon with the administering Party, that the consent is given in accordance with the conditions set out in paragraph 1 above.

Article 8 – Effect of transfer for sentencing Party

1. The taking into charge of the sentenced person by the authorities of the administering Party shall have the effect of suspending the enforcement of the sentence by the sentencing Party.

2. The sentencing Party may not enforce the sentence once the sentence has been executed fully by the administering Party.

Article 9 – Effect of transfer for administering Party

1. The competent authorities of the administering Party shall continue the enforcement of the sentence immediately and shall be bound by the legal nature and duration of the sentence as determined by the sentencing Party.

2. The incarceration of the sentenced person shall be governed by the law of the administering Party and that Party alone shall be competent to take all appropriate decisions.

Article 10 – Review of judgment

The sentencing Party alone shall have the right to decide on any application for review of the judgment.

Pardon and amnesty may be granted only by the sentencing Party, pursuant to the applicable law of the Party.

Article 11 – Termination of enforcement

The administering Party shall terminate enforcement of the sentence as soon as it is informed by the sentencing Party of any decision or measure as a result of which the sentence ceases to be enforceable.

Article 12 – Information on enforcement

The administering Party shall provide information to the sentencing Party concerning the enforcement of the sentence:

a. when it considers enforcement of the sentence to have been completed;

- b. if the sentenced person has escaped from custody before enforcement of the sentence has been completed; or
- c. if the sentencing Party requests a special report.

Article 13 – Temporal application

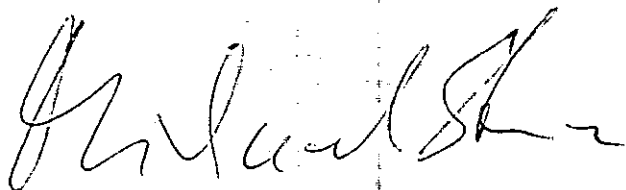
This Agreement shall be applicable to the enforcement of sentences imposed either before or after its entry into force.

Article 14 – Relationship to other agreements

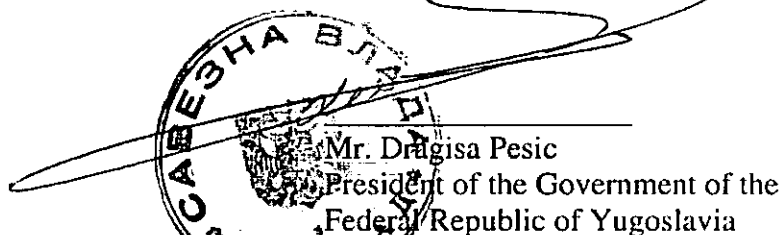
This Agreement does not, in any manner, apply to, modify, alter, or affect the validity of the commitment made in the UNMIK – FRY Common Document by the Government of the Federal Republic of Yugoslavia and the Government of the Republic of Serbia signed on 5th November 2001.

Article 15 – Final provisions

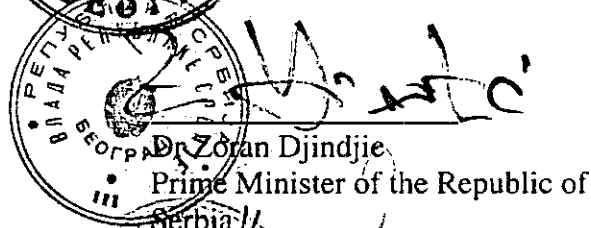
This Agreement shall be executed in six original copies in English and Serbian, two of which will be distributed to UNMIK and four to the Federal Republic of Yugoslavia. This Agreement shall enter into force immediately upon the signature of the Parties.



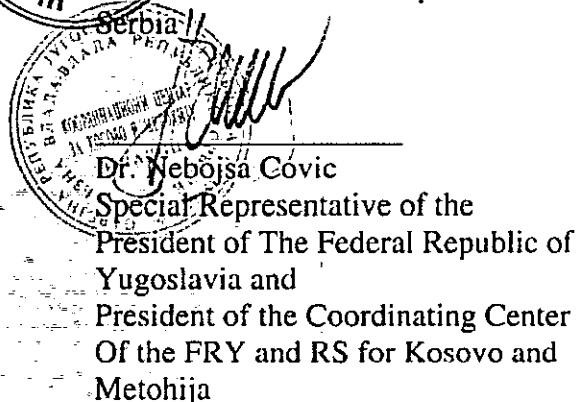
Mr. Michael Steiner
Special Representative of the
Secretary-General of the United
Nations in Kosovo



Mr. Dragisa Pesic
President of the Government of the
Federal Republic of Yugoslavia



Dr. Zoran Djindjic
Prime Minister of the Republic of
Serbia



Dr. Nebojsa Covic
Special Representative of the
President of The Federal Republic of
Yugoslavia and
President of the Coordinating Center
Of the FRY and RS for Kosovo and
Metohija

ANNEX XXV

Agreement between The United Nations Interim
Administration Mission in Kosovo acting for the
Provisional Institutions of Self-Government in
Kosovo (Ministry of Transport and
Communications) and The Government of the
Republic of Albania (Ministry of Transport and
Telecommunications) on Road Transport of
Passengers and Goods

AGREEMENT

Between

The United Nations Interim Administration Mission in Kosovo acting for
the Provisional Institutions of Self-Government in Kosovo
(Ministry of Transport and Communications)

and

The Government of the Republic of Albania
(Ministry of Transport and Telecommunications)

on

Road Transport of Passengers and Goods

The United Nations Interim Administration Mission in Kosovo (UNMIK) acting for the Provisional Institutions of Self-Government of Kosovo (Ministry of Transport and Communications) and the Government of the Republic of Albania (Ministry of Transport and Telecommunications) (hereinafter "the Contracting Parties"), desiring to regulate and promote the transport of passengers and goods by road, hereby agree as follows:

Article 1

Object of the Agreement

This Agreement shall regulate the carriage of passengers and transport of goods by road between Kosovo and the Republic of Albania and in transit through these territories by carriers entitled to perform this type of transport in the territory of Kosovo or in the Republic of Albania.

Section 1

Definitions

Article 2

(1) A carrier is a legal or natural person with a registered office in the territory under the jurisdiction of one of the Contracting Parties.

(2) Motor vehicles, which by their design and equipment are suitable and intended for the carriage of more than nine persons (including the driver) shall be deemed to be buses. Motor vehicles which, by their design and equipment, are suitable and intended for the carriage of nine or less persons (including the driver) shall be deemed to be passenger cars.

(3) Motor vehicles with or without trailer, which by their design and equipment are suitable to carry goods on roads are freight vehicles. The freight vehicle has to be registered in the territory under the jurisdiction of one of the Contracting Parties.

(4) Freight Transport is the transport of goods on roads with freight vehicles with or without trailer.

(5) Passenger Transport within the meaning of the present Agreement is the transport of passengers and their luggage by bus on their own account or on the account of a third party as well as by passenger cars on the account of a third party (for example by taxi or rented car). The same shall apply to empty runs in connection with these transport services.

(6) Regular services are services which provide passenger transport at specified intervals along specified routes in accordance with predetermined and published timetables, fares and conditions of carriage, where passengers can get on and off at predetermined stopping points and bus terminals.

(7) Shuttle services are transport services whereby, by means of repeated outward and return journeys, groups of passengers assembled in advance are carried from a single area of departure to a single area of destination. These groups, made up of passengers who have completed the outward journey, are carried back to the place of departure in the course of a subsequent journey. The area of departure and the area of destination are places where the journey starts and where it ends respectively as well as the places situated within a radius of 50 km. Besides the carriage, the accommodation, with or without board, of the group of passengers at the place of destination and, if appropriate, during the journey must be included. The first return journey and the last outward journey within a series of shuttle journeys must be empty runs.

(8) Occasional services are services, which are neither regular services nor shuttle services.

(9) Transit transport is transport starting in the territory under the jurisdiction of one of the Contracting Parties passing through the territory under the jurisdiction of the other Contracting Party heading for a third country.

(10) Cabotage is the authorisation of carriers by the competent governmental authorities of one of the contracting parties to carry out transport operations (loading and unloading) in the territory under the jurisdiction of the other Contracting Party.

Section 2

Passenger Transport

Article 3

(1) Regular services in bilateral transport or transit traffic shall require authorization by the competent governmental authorities of both Contracting Parties. Authorization shall be granted by mutual agreement of the Contracting Parties on the basis of reciprocity. Authorization may be granted for a period of 12 months.

(2) Changes of routes, stopping points, timetables, fares and conditions of carriage shall be subject to the prior approval of the competent governmental authorities of both Contracting Parties. The same shall apply to the discontinuance of operation.

(3) Applications for the introduction of regular services as well as applications pursuant to paragraph 2 above shall be submitted to the competent governmental authority of the Contracting Party in whose territorial jurisdiction the carrier concerned has its registered office. Applications shall be sent, together with comments from the Ministry in charge of transport of this Contracting Party, directly to the Ministry in charge of transport of the other Contracting Party.

(4) Applications pursuant to paragraph 3 above must, in particular, contain the following details:

1. family name and first name or trade name as well as the complete address of the carrier;
2. type of transport;
3. period of authorization applied for;
4. period of operation and number of journeys (for example daily, weekly);
5. timetable;
6. exact route(s), including stops for picking up or setting down passengers/ other stops/ border-crossing points;

7. length of the route in kilometres; outward journey/return journey;
8. length of the daily distance travelled;
9. driving and resting times of drivers; locations of rests,
10. fares and conditions of carriage (tariffs),
11. contract with a co-operation partner (those applications will have priority).

(5) The carrier shall, in case of doing regular services within the meaning of Article 2 (6) above carry the license of the Contracting Party in whose territorial jurisdiction the carrier concerned has his registered office and a certified letter of the other Contracting Party authorising him to operate in that territory.

Article 4

(1) Shuttle-services shall require authorization by the competent governmental authority of the other Contracting Party. Applications shall be submitted to the competent governmental authority of the Contracting Party in whose territory the carrier concerned has its registered office. Applications shall be sent, together with comments from the Ministry in charge of transport of this Contracting Party, directly to the Ministry in charge of transport of the other Contracting Party. They should be received by at least 30 days before the services are scheduled to begin.

(2) Apart from the details according to Article 3 (4) applications for the authorisation of a shuttle service pursuant to paragraph 2 (7) above shall furthermore contain the dates of the journey, the number of journeys and information on the place and the hotels or other facilities in which the passengers shall be accommodated during their stay as well as information on the duration of the stay.

(3) If necessary, the principles concerning the authorization procedure in respect of shuttle services, the authorization forms and the competent governmental authorities shall be agreed upon in the Joint Technical Commission set up pursuant to Article 20.

(4) The carrier shall, in case of shuttle services within the meaning of paragraph 2 (7) above, carry a passenger list, which is to be stamped by the border authorities of the other Contracting Party upon entry into the territory under its jurisdiction. In addition to that the carrier has to carry the license of the Contracting Party in whose territorial jurisdiction he has his registered office and a certified letter of the other Contracting Party authorising him to operate in that territory.

Article 5

(1) Occasional services in bilateral transport or in transit traffic shall not require authorization

(a) if they are journeys performed by a bus carrying the same group of passengers on the whole route and taking them back to the place of departure (closed door tour), or

(b) if they are services where passengers are picked up for the outward journey and the return journey is an empty run (unladen return journey), or

(c) if they are unladen outward journeys to pick up a group of passengers previously carried by the same carrier in a transport operation pursuant to sub-paragraph (b) above and to take them back to the place of departure.

(2) In the case of occasional services, passengers may neither be picked up nor set down en route (prohibition of cabotage).

Article 6

(1) Authorisation granted pursuant to Articles 3 (1) and 4 (1) may only be used by the carrier to whom they have been granted. They may neither be transferred to another carrier nor, in the case of occasional services, be used for other coaches than those indicated in the authorisation document. The authorisation shall not include the right to carry passengers between two places situated in the territory under the jurisdiction of the other Contracting Party (prohibition of cabotage).

(2) Within the framework of a regular service, that carrier that obtained the authorisation may employ sub- contractors having their registered office in the territory under the jurisdiction of one of the Contracting Parties.

They need not to be mentioned in the authorisation document but they must carry with them an official copy of this document. Within the framework of a co-operation in regular services, an agreement shall be reached by the co-operation partners on the employment of sub-contractors coming from the territory under the jurisdiction of the other Contracting Party.

Article 7

For regular services, shuttle services and occasional services in passenger transport the carrier needs authorisation for transit traffic granted by the competent governmental authorities of the other Contracting Party.

The Joint Technical Commission set up pursuant to Article 20 will determine the format of that authorisation.

Section 3

Goods Transport

Article 8

For each transport operation between the territory under the jurisdiction of the Contracting Party where the motor vehicle used is registered and the territory under the jurisdiction of the other Contracting Party (bilateral transport) as well in transit traffic across the territory under the jurisdiction of either Contracting Party, carriers shall need authorization of the competent governmental authority of the other Contracting Party subject to the provisions of Article 11). CEMT authorisations will be acknowledged by both Contracting Parties.

Article 9

(1) The authorization shall be granted to the carrier for a specified motor vehicle. It shall at the same time be valid for any trailer, semi trailer drawn by the authorized motor vehicle, irrespective of where the trailer or semi trailer is registered

(2) Authorization shall only be granted to carriers entitled to transport goods by motor vehicles in road haulage according to the laws and regulations applicable in the territory under the jurisdiction of the Contracting Party where the motor vehicle is registered.

(3) The authorization may only be used by the carrier to whom it has been granted. It may not be transferred to another carrier.

Article 10

(1) The authorization shall grant the right to perform goods transports by road

(a) between the territory under the jurisdiction of the Contracting Party where the motor vehicle is registered and the territory under the jurisdiction of the other Contracting Party or vice versa (bilateral transport);

(b) using a motor vehicle which is registered in the territory under the jurisdiction of either Contracting Party across the territory under the jurisdiction of the other Contracting Party into a third State or vice versa (transit traffic);

(2) An authorization shall be valid for one outward and return journey during the period indicated in the authorization.

(3) Subject to other agreements, carriers of either Contracting Party shall not be permitted to carry goods between two places situated in the territory under the jurisdiction of the other Contracting Party (prohibition of cabotage).

(4) For goods transports carried out under the present Agreement, freight documents shall be required which shall be in accordance with the international standard model (Convention on the Contract for the International Carriage of Goods by Road- CMR).

Article 11

(1) Without prejudice to the requirements set out in the applicable law, an authorization under the present Agreement shall not be required for the transport of:

1. objects or material exclusively used for advertising or information purposes (for example objects to be displayed at fairs and exhibitions);
2. equipment and accessories carried to or back from theatre, musical, film, and circus performances as well as sports events and to or back from radio and television recordings and filmings;
3. damaged vehicles (return transport);
4. corpses and ashes of deceased persons;
5. goods by motor vehicles whose maximum permissible weight, including the maximum permissible weight of their trailers, does not exceed 6 tons or whose payload, including the payload of their trailers, does not exceed 3.5 tons;
6. medicaments, medical appliances and equipments as well as other goods certified as aid supplies intended for assistance in cases of emergency;
7. removal goods (household goods);
8. mail;
9. art objects and works of art
10. luggage in trailers coupled to motor vehicles carrying passengers in accordance with the provisions of this agreement
11. transport of goods to and from airports when the flight route has changed.

(2) An authorization shall not be required for empty runs in connection with the transport operations mentioned above as well as for motor vehicles (buses, motor vehicles with or without trailers) being transferred under their own motive power.

(3) The Joint Technical Commission set up pursuant to Article 20 may exempt further transport operations from the authorization requirement.

Article 12

(1) The Contracting Parties shall undertake not to apply less favourable provisions regarding the maximum permissible weights and dimensions to vehicles registered in the territory under the jurisdiction of the other Contracting Party than to vehicles registered in the territory under their own jurisdiction.

(2) If the weight or dimensions of the vehicle or the cargo exceed the limits permissible in the territory under the jurisdiction of the other Contracting Party or if so required by regulations applicable in the territory under the jurisdiction of the Contracting Party in the case of carriage of dangerous goods, an exemption permit issued by the competent governmental authority of that Contracting Party shall be necessary. In such a case, traffic restrictions or specific traffic routes may be prescribed.

Article 13

(1) The authorisations required by carriers from Albania shall be granted by the Ministry of Transport and Communications of Kosovo and issued by the Ministry of Transport of Albania or by authorities designated by the Ministry.

(2) The authorizations required by carriers from Kosovo shall be granted by the Ministry of Transport of Albania and issued by the Ministry of Transport and Communications of Kosovo or by authorities designated by the Ministry, after coordination, where appropriate, with UNMIK.

Article 14

(1) In consideration of foreign trade and transit traffic, the Joint Technical Commission set up pursuant to Article 20 shall determine the required number of authorizations which are to be available to each Contracting Party per year.

(2) If necessary, the agreed number of authorizations may be modified by the Joint Technical Commission pursuant to Article 20.

(3) Contents and form of the authorization shall be determined by the Joint Technical Commission set up pursuant to Article 20.

Section 4

General Provisions

Article 15

The Republic of Albania acknowledges the vehicle number plates of Kosovo.

Article 16

Authorizations, control documents and other transport documents required under the present Agreement must be carried on the motor vehicle during all journeys regulated by the present Agreement and must be handed over at request to the representatives of the competent control authorities for inspection. The control documents are to be fully completed before the beginning of the journey.

Article 17

(1) The carriers of each Contracting Party shall be obliged to observe the provisions of the traffic, transport and motor vehicle law in force in the territory under the jurisdiction of the other Contracting Party as well as the applicable customs regulations.

(2) In the case of gross or repeated violation of the law in force in the territory under the jurisdiction of the other Contracting Party or of the provisions of the present Agreement by a carrier or its drivers, the competent governmental authorities of the Contracting Party in whose territorial jurisdiction the motor vehicle is registered may, at the request of the competent governmental authority of the Contracting Party in whose territorial jurisdiction the violation has been committed, take one of the following measures:

- (a) notice to the responsible carrier requesting him to observe the applicable regulations (caution);
 - (b) temporary exclusion from transport services;
 - (c) suspension of the issuing of authorizations to the responsible carrier or withdrawal of an authorization already granted, for the period for which the competent governmental authority of the other Contracting Party has excluded the carrier from transport services.
- (3) The measures according to paragraph 2 above may be taken directly by the competent governmental authority of the Contracting Party in whose territorial jurisdiction the violation has been committed.
- (4) The Ministries in charge of transport of both Contracting Parties shall inform each other, in accordance with the provisions of Article 18, about the measures taken.

Article 18

Insofar as, under the present Agreement, personal data are transmitted the following rules shall apply:

1. The use of the data by the receiving agency shall only be permitted for the purpose stated and on the conditions laid down by the transmitting authority.
2. The receiving agency shall upon request inform the transmitting authority about the use of the data transmitted
3. Personal data transmitted by the passenger lists in passenger transport shall only be used for control purposes by traffic- or border police authorities as well as by designated transport inspectors authorized by the competent governmental authorities of both Contracting Parties. Further transmissions to other bodies shall be subject to the prior approval of the transmitting authority.
4. The person whose personal data have been transmitted shall, at his or her request, be informed about the available data relating to him or her as well as about the intended purpose. There shall be no obligation to disclose this information if, after due consideration, it is found that the public interest in the non-disclosure outweighs the interest of the person concerned in being informed.

Article 19

For transport operations within the meaning of Article 1, the Contracting Parties agree to promote the use of low - noise and low - polluting motor vehicles and of motor vehicles with modern safety equipment. Details shall be determined in the Joint Technical Commission according to Article 20.

Article 20

The representatives of the competent government authorities of both Contracting Parties shall form a Joint Technical Commission. It shall meet twice a year or upon request of one of the Contracting Parties in order to ensure the proper implementation of the present Agreement. If necessary, the Joint Technical Commission works out proposals to adjust the present Agreement to traffic developments as well as to amend technical rules and administrative procedures.

Article 21

The Ministries in charge of transport of the Contracting Parties shall inform each other about the competent governmental authorities according to Articles 3,4,7,12,16,17 and 18 of the present Agreement.

Article 22

The present Agreement shall be without prejudice to the authority and responsibilities vested in UNMIK under UNSCR 1244 (1999) and Constitutional Framework for Provisional Self-Government in Kosovo.

Article 23

(1) The present agreement shall enter into force after both Contracting Parties have notified each other by letter that the necessary requirements for such entry into force have been fulfilled. The relevant date shall be the day of receipt of the notification.

(2) The present Agreement shall remain in force until denounced in writing by either Contracting Party. In case of denunciation, the Agreement shall terminate six months after the date of receipt of the notice of termination by the other Contracting Party.

Signed on 17.June .2002 in Tirana in 3 copies in English and Albanian language.

Initialed by



Zef Morina

The Minister

Ministry of Transport and Communications


For UNMIK on behalf of the Provisional
Institutions of Self- Government In Kosovo



Michael Steiner

Special Representative of the
Secretary-General

For the Government of
the Republic of Albania



Mago Lakrori

The Minister of Transport and
Telecommunication

ANNEX XXVI

Agreement between The United Nations Interim
Administration Mission in Kosovo (UNMIK)
acting for the Provisional Institutions
of Self-Government in Kosovo (Ministry of
Education, Science and Technology)
and The Government of the Republic of Finland
on Phase II of the Finnish Support to the
Development of the Education Sector in Kosovo

AGREEMENT

between

**The United Nations Interim Administration Mission in Kosovo (UNMIK) acting
for the Provisional Institutions of Self-Government in Kosovo
(Ministry of Education, Science and Technology)**

and

The Government of the Republic of Finland

on

**Phase II of the Finnish Support to the Development of the Education Sector in
Kosovo**

The Government of the Republic of Finland (hereinafter referred to as "Finland") represented by the Ministry for Foreign Affairs of Finland and UNMIK acting on behalf of the Provisional Institutions of Self-Government in Kosovo (hereinafter referred to as "PISG"), represented by the Ministry of Education, Science and Technology (hereinafter referred to "the Ministry")¹, jointly referred to as "the Parties",

CONFIRMING as the objectives of co-operation promotion of equality, democracy and human rights, promotion of global security and promotion of economic dialogue and peaceful co-existence among all;

OBSERVING that the overall responsibility for the Phase II of the Finnish Support to the Development of the Education Sector in Kosovo Project ("the Project") lies with the authorities in Kosovo;

HAVE AGREED, in respect of the Project in Kosovo, as follows:

ARTICLE 1 Scope and Objective

1.1 The Project shall be implemented in accordance with the Project Document and the Budget, dated September 2003 and attached as Annex IV to this Agreement, as well as in accordance with the annual work plans and budgets to be mutually agreed upon.

1.2 The overall objective of the Phase II of the Project is to contribute to educational reform in Kosovo through development of an inclusive system that will be of benefit to all learners experiencing barriers to learning and that models respect and peaceful co-existence among all. Further, the Project will work to make inclusive education central to all professional development programs for teachers by ensuring that both new and practicing teachers in Kosovo are better trained to teach children with special needs and thus to enhance inclusiveness in all schools.

ARTICLE 2

Principles of Co-operation

2.1 Respect for human rights, democratic principles, good governance and the rule of law shall form the basis for the co-operation between the Parties and constitute the essential elements of this Agreement.

2.2 The Project shall be implemented in accordance with the principles of transparency and open dialogue.

ARTICLE 3

Competent Authorities and Implementing Agency

3.1 The Ministry for Foreign Affairs of Finland, represented by the Liaison Office in Pristina, and UNMIK shall be the Competent Authorities in matters relating to this Agreement and are also authorized to conclude agreements on the continuation of this Project including the possible subsequent phases, which shall not affect the overall responsibilities of the Parties.

3.2 The responsibility for the implementation of the Project lies with the Ministry in accordance with the terms and provisions of the Project Document.

ARTICLE 4

Financing by Finland

The contribution of Finland to the implementation of the Project in the years 2003-2006 shall, on a grant basis and subject to annual parliamentary approval in Finland, be a maximum of three million two hundred seventy thousand (3.270.000) Euro. The contribution shall only be used up to the actual amount necessary to cover the costs resulting from the implementation of the Project as specified in the Project Document. The Finnish contribution shall be in the form of supporting services (technical assistance) as described in the Project Document and the contribution towards the Project shall be channeled through the consulting agency.

ARTICLE 5
Contribution by UNMIK and the Ministry

5.1 UNMIK in coordination with the Ministry shall ensure that the following is provided by the Ministry:

- (a) Office space of approximately 35 square meters in the premises of the Ministry (Education Department);
- (b) Office services including cleaning and maintenance;
- (c) Local telecommunications facilities consisting of at least one PTK telephone line providing for international calls and Internet connections;
- (d) Data and information made available from the Education Management Information System (EMIS) needed for the implementation of the project.

5.2 The Principal International Officer of the Ministry and the Department of Education within the Ministry shall coordinate and liaise all matters that are related to the Project.

5.3 The consulting agency shall inform, liaise and coordinate with the UNMIK officials and the Ministry in all matters related to the Project.

ARTICLE 6
Procurements

6.1 Finland shall procure the supporting services prescribed in the Project Document and shall conclude a contract with a consulting agency. Other procurements for the Project shall be made as agreed between the Parties.

6.2 No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts.

6.3 All procurements and allocation of small projects funds provided for in Annex IV shall be made in accordance with generally accepted principles and good procurement practices. Invitations to tender as well as procurement contracts shall, respectively, include a clause on the possibility of the tender being rejected and the contract being cancelled, in case any illegal or corrupt practices have been connected with the award or execution of the contract. Furthermore, the damage or loss caused to the buyer shall, in case of the cancellation of the contract, be compensated by the supplier.

ARTICLE 7

Information

7.1 The Parties shall:

(a) Promptly inform each other of any event or situation which might affect the implementation of the Project; and

(b) Ensure that all relevant authorities and organisations are informed of this Agreement and the Project.

7.2 Both Parties shall have the right to disseminate information about the Project, including this Agreement, to the general public and other interested parties.

7.3 Any publication or other material produced in connection with the Project shall mention that the Project is being or has been implemented with the financial contribution of Finland and within the framework of the Finnish development co-operation.

ARTICLE 8

Monitoring and Reporting

The implementation of the Project shall be reported in a manner agreed between the Parties and as may be specified in the Project documentation attached as annex IV to this Agreement.

ARTICLE 9

Auditing

UNMIK in coordination with the Ministry shall consider a request from the representatives of Finland to carry out any inspection or audit in respect of the implementation of the Project. Such an inspection or audit may also be initiated by UNMIK.

ARTICLE 10

Consultations

10.1 The Parties shall be available to each other for mutual consultations in order to:

(a) Follow up the co-operation; and

(b) Assess the attainment of the objectives of co-operation as well as the objectives and purposes of the Project.

10.2 The Parties shall provide each other with all necessary information for the purposes of the consultations.

ARTICLE 11

Liability

11.1 Finland shall ensure that the consulting agency or other institution contracted to implement the Project obtain adequate liability insurance to cover its obligations to UNMIK, Finland and any third party or its personnel during the period specified in the contract. The consultancy agency or other institution shall be solely responsible for arranging for the necessary insurance, including insurance in respect of life, health, accident and travel for the Personnel and their accompanying dependants. The general conditions for consultancy services which shall be applied are annexed to this Agreement as Annex V.

11.2 In the context of the Project, UNMIK shall ensure that appropriate arrangements are made for liability insurance to cover all risks arising from, or incurred through a project operation under this Agreement.

11.3 Finland or its representatives accept no financial or legal responsibility or liability for any claims, including claims from third Parties, arising out of, or in connection with any operations implemented by the Ministry or UNMIK.

ARTICLE 12

Suspension

12.1 Both Parties shall have the right, after consulting the other Party, to suspend in whole or in part the financing of the Project if:

(a) Either Party considers that the other Party has failed to fulfill one of the essential elements of this Agreement referred to in Article 2;

(b) The financing by the other Party is not forthcoming in accordance with this Agreement and the Project Document;

(c) Any other obligation under this Agreement or the Project Document is not fulfilled;

(d) The management of the Project is deemed to be unsatisfactory;

(e) A condition has arisen which interferes or threatens to interfere with the implementation of the Project or the attainment of the objectives and purposes of the Project; or

(f) The suspension is warranted by a fundamental change in the circumstances under which the Project was started.

12.2 The suspension shall cease as soon as the event or events which gave rise to suspension have ceased to exist.

12.3 Finland reserves the right to claim reimbursement in full or in part of the Finnish contribution if it is found, after an examination or audit made by UN's external auditors in accordance with the UN rules and regulations, to be misused or not satisfactorily accounted for.

ARTICLE 13

Special Provisions

13.1 The terms and conditions concerning Consulting Agencies, Personnel and Commodities as set forth in Annexes I - III constitute an integral part of this Agreement.

13.2 UNMIK shall accord to consulting agencies and international members of their Project Personnel funded by Finland a treatment no less favourable than those accorded to governmental and comparable development co-operation agencies operating in Kosovo.

13.3 The Parties shall have the right to carry out an evaluation during the implementation of and after the termination of the Project.

13.4 Mutually agreed project planning and evaluation activities shall constitute an integral part of the Project and they shall be governed by the provisions of this Agreement.

13.5 Other obligations of the Parties are specified in the Project Document.

ARTICLE 14

Entry Into Force, Termination, Amendments and Settlement of Disputes

14.1 This Agreement shall enter into force at the date of its signature. The terms and conditions of this Agreement shall also apply to the on-going and mutual accepted activities under the Project. This Agreement shall remain in force until all the obligations under this Agreement have been duly fulfilled by the Parties, unless

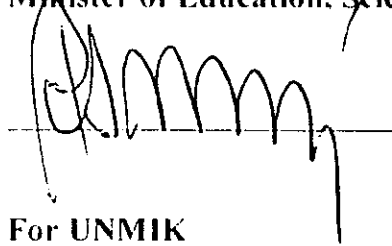
terminated earlier by either Party by giving a notice in writing to that effect three months prior to the termination.

14.2 Should either Party consider it desirable to amend any provision of this Agreement, it may request consultations with the other Party. Any amendment not affecting the overall responsibilities of the Parties shall be agreed upon in writing between them.

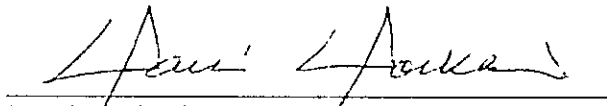
14.3 Any dispute arising from the implementation or interpretation of this Agreement shall be settled amicably by negotiations between the Parties.

Signed on the 17th of November 2003 in two copies in the English language.

Initialed by
Rexhep Osmani
Minister of Education, Science and Technology

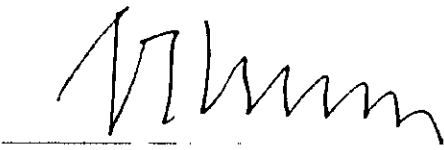


For UNMIK
on behalf of the Provisional
Institutions of Self-Government in Kosovo



Harri Holkeri
 Special Representative of the
 Secretary-General

For the Government of the
Republic of Finland



Jan Store
 General Director
 Ministry for Foreign Affairs

ANNEXES

- I Conditions for Consulting Agencies
- II Conditions for Personnel
- III Conditions for Commodities
- IV Project Document
- V General Conditions for Consultancy Services

ANNEX I

CONDITIONS FOR CONSULTING AGENCIES

1. Definition

For the purposes of this Agreement, the term "Consulting Agencies" shall mean any public authority and public or private corporation as well as any organisation, whether public or private, national or international, approved by the Parties and engaged by the Ministry for Foreign Affairs of Finland to provide supporting services for the implementation of projects and programmes.

2. Obligations of Finland

Finland shall, unless otherwise agreed in a Specific Agreement, pay the fees and costs of the Consulting Agencies.

3. Obligations of UNMIK concerning Consulting Agencies from outside Kosovo

UNMIK shall, unless otherwise agreed in a Specific Agreement

- (a) Exempt Consulting Agencies from income tax or any other direct taxes or charges in respect of any emoluments paid to them from funds or resources outside Kosovo for the services in Kosovo under this Agreement;
- (b) Impose no currency or foreign exchange restrictions on funds transferred into Kosovo by Consulting Agencies in accordance with the laws of Kosovo for the implementation of projects and programmes, and impose no restriction on the exportation of such funds as well as facilitate the opening of bank accounts;
- (c) Exempt Consulting Agencies from professional registration, licence and other similar requirements;
- (d) Exempt Consulting Agencies from the duty to submit to the authorities of Kosovo any tax or financial declarations required from private persons or corporations;
- (e) Promptly facilitate the issuance of necessary import licenses and other permits for the importation of equipment to be used for the implementation of a project or programme;
- (f) Equipment utilized in connection with the Project financed by Finland may be imported, exported, purchased, used or disposed of in Kosovo by Finland or its authorized contractors and consulting agencies free and exempt from any tariffs, fees, charges, customs duties, import taxes, export taxes and excise taxes

(except on gasoline, diesel, cigarettes or alcoholic beverages) and sales or value-added taxes (VAT). In the case of transfer or disposal to third parties, unless the articles thus imported or purchased are disposed of to other organizations, institutions or persons who are themselves entitled to such exemptions, the applicable tariffs, taxes, duties and charges shall be paid upon such transfer or disposal;

- (g) Finland and its authorized consulting agencies acting in connection with the Project shall be entitled to apply for a rebate or refund of any VAT that is paid on transactions relating to the Project under the provisions of the applicable UNMIK regulation on VAT;
- (h) Facilitate where possible the prompt processing of the necessary customs documents and licenses required for imports financed by Finland for the Project;
- (i) Facilitate where possible the prompt issue of all required permits or licenses such as residence permits, work permits and professional permits as well as exemption from immigration restrictions and alien registration during the periods which are covered under this Agreement;
- (j) Assist the registration of vehicles brought into Kosovo.

ANNEX II

CONDITIONS FOR PERSONNEL

1. Definition

1.1 For the purposes of this Agreement the term "Personnel" means personnel employed by Consulting Agencies as well as persons employed by Finland for the implementation of the Project.

1.2 For the purpose of this Agreement the term "Expatriate Personnel" means Personnel not permanently resident in Kosovo. The provisions set out in paragraph 3 below on Expatriate Personnel shall also apply to the spouses, family members and dependents of Personnel.

2. Obligations of Finland

2.1 Finland shall cover the salaries, fees and costs of all Personnel.

2.2 Finland shall cover the travel costs of the Personnel and their families to and from Kosovo.

3. Obligations of UNMIK

UNMIK shall take the following measures with regard to the Expatriate Personnel serving in Kosovo:

- (a) Facilitate the prompt clearance and issue, without cost, of any necessary multiple-entry, re-entry and exit visas and work and residence permits for the entire duration of their assignment;
- (b) Facilitate the registration of vehicles for the personal use of the Personnel;
- (c) Exempt the Personnel serving more than six (6) months from customs duties, taxes and other related charges with regard to household or personal effects, including one vehicle per family or household, imported into Kosovo for their exclusive use within six months of their arrival into Kosovo provided that such personal effects and items are limited to one motor vehicle and additional items not valued at more than ten thousand (10,000) Euro. The personnel shall be entitled to export these effects free of any customs duties, taxes and other related charges. Such personal effects and vehicle may not be resold in Kosovo to persons who do not have duty-free import privileges, unless the seller or buyer remit upon the transfer the applicable duties and taxes to UNMIK for the tax and customs administrative authorities. Personnel shall be entitled to apply

for a refund of VAT paid in respect of the goods described above pursuant to the applicable UNMIK Regulation on VAT;

- (d) In the event that any of the effects referred to in subparagraph (c) above are damaged beyond repair at reasonable cost or otherwise lost without negligence on the part of the Personnel, the exemption mentioned in that subparagraph shall apply to the importation of new items irrespective of any time limit;
- (e) Exempt the Personnel from income tax or any other direct taxes or charges, including contributions to social security schemes, in respect of any emoluments paid to them from funds or resources outside Kosovo for Project related services in Kosovo under this Agreement;
- (f) Exempt Project related Personnel where possible from the duty to submit to the authorities of Kosovo any tax or financial declarations required from residents of Kosovo or non-residents residing in Kosovo;
- (g) Impose no currency or foreign exchange restrictions on funds transferred into Kosovo by Project related Personnel for their personal use, and allow the exchange and the exportation of such funds as well as facilitate the opening of bank accounts;
- (h) Exempt Project related Personnel where possible from professional registration, licence and other similar requirements relating to the performance of their professional services in Kosovo;
- (i) Ensure that Project related Personnel shall enjoy full protection of law;
- (j) Accord Personnel the same repatriation facilities in the event of national or international crises as provided to the personnel of diplomatic missions;
- (k) Assist the issuance of national driver's licences to the Personnel.

4. Other provisions

4.1 UNMIK has the right to request the recall or replacement of any member of the Personnel, whose work or conduct is deemed unsatisfactory. Before exercising this right UNMIK shall consult Finland.

4.2 Finland has the right, upon prior notice in writing to UNMIK, to recall a member of the Personnel. Before exercising this right Finland shall, except in cases of special urgency, consult UNMIK and, if requested, endeavour to secure a suitable replacement.

4.3 The Finnish Liaison Office in Pristina and the Ministry for Foreign Affairs of Finland in Helsinki shall be promptly notified in the event of arrest or detention, for any reason whatsoever, of any member of the Personnel, or of criminal proceedings instituted against them. The representatives of Finland shall be entitled to visit the arrested or detained person. Such a person shall have the right to be represented by a lawyer.

ANNEX III

CONDITIONS FOR COMMODITIES

1. Definition

For the purposes of this Agreement, the term "Commodities" means goods, materials, vehicles, machinery, equipment and any other items made available by Finland for the exclusive use of the project and programmes under this Agreement.

2. Obligations of Finland

Finland shall, unless otherwise agreed in a Specific Agreement:

- (a) Cover the actual costs, such as purchase, transport and, as appropriate, insurance, related to each consignment of Commodities;
- (b) Take charge of the delivery of Commodities to Kosovo;
- (c) Require that the Consulting Agencies notify designated agencies in Kosovo of the estimated date of arrival of the consignments immediately upon dispatch, and forward shipping documents, invoices and other related information.

3. Obligations of UNMIK

UNMIK shall, unless otherwise agreed in a Specific Agreement:

- (a) Facilitate the prompt processing of the necessary customs documents and licences required for imports financed by Finland for the Project purposes;
- (b) Facilitate all necessary authorizations and permits for the importation of Commodities;
- (c) Facilitate where possible the prompt and safe reception, berthing, handling, clearing, forwarding as well as storing and further transportation of the imported Commodities;
- (d) Facilitate where possible all appropriate measures that may be necessary with regard to claims concerning loss or damage, whether total or partial, of any consignment of commodities and notify Finland promptly thereof;
- (e) Facilitate to the extent possible under the applicable law the registration of vehicles brought into Kosovo.

4. Other provisions

4.1. The Commodities shall be at the exclusive disposal of the project or programme in question during its implementation.

4.2. Upon the completion of the project or programme, the Commodities shall become the property of the Ministry unless otherwise agreed by the Parties.

ANNEX IV

**PHASE II OF THE
FINNISH SUPPORT TO THE DEVELOPMENT OF THE EDUCATION
SECTOR IN KOSOVO**

‘TOWARDS EFFECTIVE SCHOOL FOR ALL’

PROJECT DOCUMENT

**Ministry for Foreign Affairs of Finland
United Nations Mission in Kosovo Acting for the Provisional Institutions of Self-
Government in Kosovo, Ministry of Education, Science and Technology**

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PROGRAMME FACT SHEET

Programme Title:

Programme Number:

Sector: EDUCATION

Sub-sector: Teacher Education,

Focus: Training of Trainers, Training of Resource Personnel

Geographical Coverage: KOSOVO

Duration: Four years

Starting Date: September 2003

Programme Financing: Ministry for Foreign Affairs, Finland

Total 3.27 Mill. EURO

Intended Beneficiaries:

- Ministry of Education, Science and Technology (MEST)
- Faculty of Education, students and teachers
- schools, teachers, directors, administrators and other education professionals
- pupils, children with special needs, and their parents

Overall Objective:

To contribute to educational reform in Kosovo through the development of an inclusive education system that will be a benefit to all learners experiencing barriers to learning and models respect and peaceful co-existence among all.

Programme Purpose:

To make inclusive education philosophy central to all professional development programmes for teachers by ensuring that both new and practising teachers in Kosovo are better trained to teach children with special needs and thus to enhance inclusivity in Kosovo schools.

Institutional Framework:

Ministry for Foreign Affairs of Finland

Ministry of Education, Science and Technology Kosovo

Competent Authorities:

Ministry for Foreign Affairs of Finland

United Nations Mission in Kosovo Acting for the Provisional Institutions of Self-Government in Kosovo,

ABBREVIATIONS

CIDA	Canadian International Development Agency
FSDEK	Finnish Support to the Development of Education Sector in Kosovo
IE	Inclusive education
KEDP	Kosovo Education Development Project
MEST	Ministry of Education Science and Technology
MFA	Ministry for Foreign Affairs of Finland
NGO	Non-Governmental Organisation
OECD	Organisation for Economic Co-operation and Development
PD	Professional Development Programme
PMU	Project Management Unit
SNE	Special Needs Education
SC	Steering Committee
SVB	Supervisory Board
TESFA	'Towards Effective Schools for All' Training
TL	Team Leader
TOR	Terms of Reference
UN	United Nations
UNMIK	United Nations Interim Administration Mission in Kosovo

1. INTRODUCTION

This project document outlines Finnish support to the development of the education sector in Kosovo for a 4 year period commencing in 2003, continuing directly where the Phase 1 of the Finnish Support to the Education Sector in Kosovo (FSDEK) has left. The project is designed to support the implementation of the Ministry of Education, Science and Technology (MEST) policy on Special Needs Education with an emphasis on transformation of teacher education.

In Kosovo, education sector has been subject to several structural changes in the past few years. Owing to efforts of the FSDEK, inclusive education is one now of the priorities in the sector, together with development of teacher education, development of curricula and school infrastructure development.

There are, however, numerous problems in the education sector and in inclusive education in Kosovo. The Faculty of Education lacks capacity and resources to provide basic courses for pre-service teacher candidates in inclusive education not to mention a possibility to specialise in inclusive education. Secondly, also the practising teachers have insufficient capacity in inclusive education. Thirdly, the number of children in special classes is very small suggesting that a majority of children with special needs do not go to school. There is a need to find out more about the needs and problems of the children with special needs and their parents.

The project purpose is to make inclusive education philosophy central to all professional development programmes for teachers by ensuring that all teachers in Kosovo are better trained to teach children with special needs, and hence increase inclusivity in Kosovo schools. The project has two components – one for pre-service training and one for in-service training of teachers. Component 1 seeks to develop pre-service training of teachers by supporting the newly established Faculty of Education in the University of Prishtina. The project will result in increased capacity in the Faculty with sufficient human resources (3 new PhD holders), new curricula, including a Masters degree, and a library and linkages to inclusive education specialists in the region, in Europe and elsewhere. It is foreseen that after the project has ended, teacher education students can take specialisation in inclusive education that will lead to a Masters level degree.

Component 2 builds on and seeks to capitalise the accomplishments of the FSDEK by continuing support to Professional Development (PD) programme for practising teachers and other education professionals, and to so called TESFA training activities for teachers and school staff from schools with attached classes. As a new component to school based development in inclusive education, the project introduces small project facility to strengthen local inclusive education networks by linking school, university, community, teachers and parents to work together in a project.

The project provides for a long term university expert in inclusive education to support the development of the Faculty of Education. S/He will also act as a Team Leader to the project. In addition there will be two long term Finnish Associate Experts to support local service providers in PD and TESFA activities and in management of small project fund. Furthermore the project includes a considerable number of mid-term and short term experts to support in the development of the Faculty of Education.

Further changes in the education system and administration are foreseen in Kosovo. This “volatility” puts requirements also for the project approach. The overall approach needs to be flexible and the inception phase of the project, with specification of project objectives with quantified indicators together with all stakeholders is of paramount importance. At the end of the inception phase (6 months) the project document and project logframe has to be updated in cooperation with all stakeholders and approved by the project Supervisory Board. It is intended that this process of defining specific objectives will effectively inform the stakeholders about the project and enhance the ownership to its objectives.

2. PRESENT SITUATION

2.1 Government and sectoral policies

2.1.1. Education system, administration and legislation

The situation in Kosovo offers unique challenges in education and the sector is developing rapidly. There are several recent changes in the sector in relation to the administration, legislation and system of education.

Current developments see the UNMIK Department of Education and Science (DES), which has been responsible for the overall education management, handing responsibility to the Ministry of Education, Science and Technology (MEST). Leadership responsibility and lines of authority for education are now under a new Minister of Education and decentralisation of services has vested municipalities with responsibility for education up to secondary education under the MEST.

However, as of 31 March 2003 a new administrative structure for education is planned to be introduced. Seven new regional/district education offices will be established in the biggest cities in Kosovo¹ to take over the responsibilities and tasks of the municipal Senior Education Officers and Education Officers. The new regional offices will be more programme-oriented with staff of approximately six officers. The composition of the staff in the new offices is likely to be: 1) Head of Office, 2) Curriculum Specialist, 3) Teacher Training Specialist, 4) IT specialist and two of the following specialists: Special Needs Education, Minorities, Evaluation. In higher education, one central autonomous system prevails

A number of administrative instructions related to education have been approved within the MEST structures. New laws for general and vocational education and school organization are underway as a result of close co-operation with the Council of Europe. New School Law has been approved by the Kosovar Assembly and has been approved by the UNMIK in a package of new laws to be approved at the same time.

Concerning education system, in spring 2002 a decision was made after a period of public discussions regarding a new 5+4+3 structure of the education system, which replaced the old 4+4+4 structure. The new structure means that the compulsory period of education is now set at 9 years, which is consistent with European and major international trends in education. At the same time, the entrance age to school is lowered from 7 to 6.

New initiatives are taking place in curriculum development too. Since 1990 two curricula have been in use: Albanian and Serb. The current Curriculum Framework document represents a major shift in educational policy towards more communicative, participatory and problem-solving approaches in teaching. As such the Framework sets out the conditions necessary for further development of subject curricula and syllabuses in accordance with the new education structures. These changes undoubtedly represent a positive force in the shaping of a new system of basic education in Kosovo.

Yet, the education development priorities in Kosovo have remained the same. These are:

¹ Prishtina, Peja, Prizren, Gjakova, Mitrovica, Ferizai and Gjilan

- Teacher training development
- Curriculum development
- School infrastructure development

2.1.2 Teacher training

A need for the establishment of the Faculty of Education in the University of Prishtina was brought up in the Education Policy Statement 2001:

“Teacher Training will play central role and be the core of the reforms, providing much needed experts for implementing new curricula. ... The Higher Schools must change totally and will be integrated into one unified Faculty of Teacher Training (or Education) in the University. No teacher shall have less than 3 years of pre-service education. In-service training will need a new scheme of cooperation from experienced and innovative teachers. For them, re-training must start immediately and be well defined.”

MEST established a Joint Steering Board for the Faculty of Education (JSB) to provide practical recommendations for establishment of the Faculty.² The Faculty was established in the University of Prishtina in September 2002 and the first group of 309 students was admitted and started studies in November 2002. The new Faculty of Education has the sole responsibility for the professional and practical components of all pre-service teacher education programmes approved by the MEST. The Faculty will take over the professional components of pre-service teacher education for Pre-Primary, Primary and Lower Secondary levels (up to and including grade 9).

The JSB report outlines a framework for the Faculty of Education that would reach a modern European standard and the evolving needs of Kosovo’s teachers and schools. The programme is intended to provide graduates from the Faculty with the knowledge, skills and attributes prescribed in the Ministry’s forthcoming policy on the Standards of Professional Practice for Teachers. The framework was designed with reference to a number of specifications provided to the JSB by the Minister:

1. The programme consists of 4 years of full-time study leading to the degree of Bachelor of Primary Education or Bachelor of Pre-Primary Education
2. All aspects of the programme - academic, professional and practice teaching--will be the responsibility of the Faculty of Education.
3. The Primary Programme will be offered in all four³ regional centres, and the Pre-Primary programme will be offered in Gjilan and Prishtina

The Kosovo Education Development Project (KEDP) by the Canadian International Development Agency (CIDA) is the lead agency for teacher education development in Kosovo.

2.1.3 Inclusive education

² Joint Steering Board for the Faculty of Education report, July 30, 2002, by David Lynn, KEDP

³ Prishtina, Gjakova, Gjilan, Prizren

Education policy is guided by standard rules and regulations issued by UNMIK. The section concerning special education in the UNMIK latest regulations is comprehensive in respect to procedures for provision, although the text regarding the rights to special education may need some further development. Indeed, whilst promulgating the rights of special education and defining the duty of the municipality in this provision the regulation goes on to say that any such provision is '*within the framework and limits of the municipal budget*'⁴. Thus, it would seem that special education still does not have the same status as mainstream education in that there is recognition but only the intention of provision, and any such 'right to education' is dependent upon funding levels. There is still much to do so that there is full recognition of the basic human right of every child to access education that is non-discriminatory.

Nevertheless, thanks to the efforts and activities of the FSDEK, inclusive/special needs education has attained an important position in the development of education in Kosovo. The main priorities in inclusive education development in Kosovo include⁵:

1. Sustainable educational policy for inclusive education
2. Appropriate facilities at the level of all regions and municipalities
3. Human resources for policy development and implementation, and
4. Institutional capacity building at local level

FSDEK has especially promoted sustainable education policy for inclusive education and has worked closely with the Disability Task Force⁶ and the NGO forum in the development of the Comprehensive Disability Policy Framework (December 2001). The Policy paper is based upon a human rights approach to disability and as such has significant implications for the way in which education is provided. It describes educational provision in addition to the normal provision to meet those specific or individual needs and thus lays a strong platform for a human rights and development approach to disability.

An important area of development of an inclusive education system is the training of trainers programme. This training programme is targeted for future trainers, trainers of trainers, policy makers and educational administrators. The programme is focused upon human capacity building for policy making and implementation of inclusive practices. The project will be completed in September 2003 when 35 trainees will complete their training. The mid-term review found that

'The momentum attained in the training components is linked to the constructive co-operation between the university, the trainees and trainers in capturing opportunities. The important lessons learnt and social capital created from the training sessions can be an important building block for the future development of the university' (page 6).

Another important means to support inclusive education has been so called TESFA (Towards Effective School for All) training for staff of the schools with attached classes⁷. TESFA aims at creating and improving local institutional capacities in order to foster mainstream schools' potential to become learning organisations in inclusive education related issues.

⁴ See Chapter VII: Section 35 - Law on Primary and Secondary Education in Kosovo No. 2002/2.

⁵ Draft Policy Paper on Special Needs and Inclusive Education (February 2002)

⁶ Handicap International was designated as the international lead agency on disability and the work of Handikos was prominent in the development of the Policy Framework with FSDEK.

⁷ Classes with special needs children operating in the same premises with a mainstream school

The important lessons learnt and the social capital created from the training sessions of the FSDEK project can be an important building block for the future development of teacher training and inclusive education in Kosovo.

2.2 Background studies

2.2.1 Children with special needs

According to the 2001 Education Statistics report⁸, during the school year 2001/02, only 503 pupils in Kosovo attended special needs schools and classes, and only a few pupils participated in regular school classes. Special needs education is provided in 7 special schools and in 7 attached classes in the regular schools, making it 14 units altogether. The staff in special needs education consists of 75 teachers (54 per cent) and 64 members of administrative and support staff. The average number of students per teacher in special schools is 6.7, which is well below the average in Kosovo's compulsory schools of 20.1.

Among the students who are at school, more than 60 per cent have an intellectual impairment. Special education is also provided for students with either hearing or visual impairment. Hearing impairments constitutes around 27 per cent and visual impairments accounts for the remaining 10 per cent. The boys are in majority, 346 boys compared to 157 girls, implying that the boys constitute almost 69 per cent of pupils in special needs education.

503 pupils in special education represent 0.12 % of all pupils/students in Kosovo. There is a serious lack of reliable information on the nature and prevalence of children with special needs in Kosovo, yet it is safe to say that the vast majority of special needs children do not attend school. It is generally (WHO) estimated that approximately 10-15 % of children are in need of special education.

The report recommends that "appropriate data gathering concerning special needs education in Kosovo is a prerequisite for the development of future educational planning. Currently, data is collected only concerning the special needs children who are attending school. Without data concerning those who do not attend school, and who constitute the majority of special needs children in Kosovo, concrete and effective educational planning is difficult. In addition to identifying the total number of the children with impairments in Kosovo, it is also crucial to obtain detailed information concerning the specific nature of their impairments. This information is needed to design individual educational settings and other related services. The development of an accurate database can only be accomplished, as the local infrastructure/human capacity to identify and assess children's impairments increases."

2.2.2 Faculty of Education

According to a draft paper on "Proposed Strategic Plan to Ensure an Adequate Number of New Instructors for the Faculty of Education"⁹ the newly established Faculty will face serious challenges in ensuring adequate number of teachers in the Faculty.

⁸ Statistics on Education in Kosovo 2001, Statistical Office of Kosovo, UNICEF, Transitional Administrative Department of Education, Science and Technology, Chapter 7 prepared by Tuija Pesämaa.

⁹ Proposed Strategic Plan to Ensure an Adequate Number of New Instructors for the Faculty of Education, Laurie Walker, January 2003, draft

There are currently 14 professors and 8 assistants instructing a total of 300 first year students in the Pre-Primary and Primary programmes. Theoretically the number of students in these programmes will increase to about 1,200 by the time the first cohort of students reaches their fourth year of studies. In addition, it is expected that the Faculty will take over the responsibility for the Lower Secondary programmes beginning in 2003. These will also be four-year programmes. It is estimated that in the autumn of 2006 there will be around 2800 students in the Faculty of Education. This will require a teaching staff of 140 (without 10% attrition). Yet already in the first hiring phase of the new Faculty, the Interim Dean has had difficulty in filling positions too to reach the current complement of 22.

2.2.3 Practising teachers,

Concerning practising teachers, no precise data exists on the ratio of trained teachers to those who lack appropriate training. The UNMIK Department for Education and Science (DES) estimated that in any region up to 50% of present teaching staff are unqualified (OECD, 2001). Several reports point to teaching that is characterised by authoritarianism and rote learning, little questioning and assessment characterised by regurgitation of facts. The absence of Albanian language books does not help and the system provides superficial preparation for teaching (Leutloff & Pichl, 1999; Davies L. 1999).

2.3 Problems to be addressed

The request for support for *special education within the Faculty* was proposed to the Finnish government by the Canadian International Development Agency (CIDA) operating through the Ministry of Education. CIDA's KEDP programme plans to offer professional development opportunities within the new Faculty of Education to help professors adapt to modern teaching requirements.¹⁰

It is widely recognized that in the future all pre-service teacher candidates should have at least one course in inclusive teaching or in working with children who have special learning needs. There is a need for a programme that would meet the needs of the Faculty for qualified professors who would be able to develop appropriate courses in inclusive education, and offer those courses. In addition such professors would be able to establish the Faculty as a source of expertise and leadership that could help teachers and schools in Kosovo to develop their knowledge base and expertise in this area of education.

However, it is also recognized that expertise in inclusive education is beyond KEDP's current expertise, resources and time frame. It is also a field of education, which is not represented by any course in the current pre-service programmes. Therefore the request for Finnish support focused on the preparation of special education professors in the Faculty of Education.

Another problem that the project will address is the insufficient capacity of the practising teachers in inclusive education.

Thirdly, the project will address the above mentioned problem of lack of information and knowledge of the needs and priority problems of the children with special needs and their parents.

¹⁰ Kosovo Education Development Project (KEDP). The Canadian International Development Agency (CIDA) has allocated up to '8 million dollars for KEDP over a three-year period, which ends in march 2004. CIDA was designated the lead agency for teacher training in Kosovo by the interim administration (UNMIK).

Finally, education of the ethnic minorities in Kosovo is one of the top priorities. However, in practice this priority has proved to be very difficult to address. Yet, there is a clear articulated need to put more emphasis on this matter.

2.4 Stakeholders and beneficiaries

The stakeholders of the project are:

- Ministry of Education, Science and Technology
- Faculty of Education, students and teachers
- school teachers and other education professionals
- municipalities and local institutions working with special needs/disabled people
- KEDP and other international projects and donors

The stakeholders will all be affected by the project and will affect the project. Close cooperation with all partners is critical to the successful implementation of the project, and close involvement is necessary from the beginning of the project to review and elaborate project objectives.

The beneficiaries are

- Ministry of Education, Science and Technology
- Faculty of Education, students and teachers
- schools, teachers, directors, administrators and other education professionals
- pupils, children with special needs, and their parents

The Faculty of Education, its students and teachers, is the main direct beneficiary of the project. It is planned to benefit from the project through a number of capacity building activities, including training of faculty staff in inclusive education, development of a curriculum on inclusive education for pre-service teacher training, preparation of future professors in the Faculty through support to PhD studies in inclusive education for three members of the university staff, providing a Master's degree course for 12 students, the establishment of a required research facility and support to Faculty links with regional, European and international networks on inclusive education.

Other direct beneficiaries of the project are practicing teachers and other education professionals in schools and in administration who are working with children with special needs. They will benefit from the project through continuation of the Professional Development programmes and TESFA training activities. MEST will benefit from the project especially through the continued support to the PD programme and TESFA activities. It is understood that the main responsibility for implementation of these activities will lie with the Ministry in the future. Also the project activities will increase the knowledge of special/inclusive education needs in Kosovo and hence provide the Ministry with sound basis for policy development.

Schools and teachers will also be able to apply for funding for small projects to promote inclusive education in cooperation with communities and with support of the four regional centres of the Faculty of Education.

MEST, as the body responsible for education development in Kosovo will benefit through increased Kosovar capacity to implement and develop MEST policy on Inclusive Education.

Children with special needs and their parents are the intended final beneficiaries of the project. They will benefit from the project through improved quality education for a greater number of pupils, improved environment in the classroom and improved learner centred teaching as a direct result from project programmes of training.

3. DEFINITION OF THE INTERVENTION

Inclusive education is not a new initiative in Kosovo. A great deal has been achieved in Phase I of the Finnish Support to the Education Sector in Kosovo (FSDEK) in promoting Education for All framework and human rights approach to education. The core of this new project is to provide for capacity building in inclusive education within the teacher profession.

For pre-service training, the project seeks to support the development of the new Faculty of Education by providing sufficient capacity in terms of human and other resources to ensure that all new teachers in Kosovo will have basic skills in inclusive education.

To support practicing teachers and other education professionals, the project seeks to capitalise and expand the accomplishments of the FSDEK in inclusive education. The project will continue supporting Professional Development and TESFA programmes and promotes cooperation between different actors in inclusive education.

The below objectives, and especially the indicators to measure the achievement of the objectives, are only tentative and must be carefully revised during the inception phase of the project together with the project stakeholders. The elaborated and quantified objectives with clear indicators, specified by quality, quantity and time, need to be approved by the project Steering Committee.

3.1 Overall objectives

The overall objective of the project is:

to contribute to educational reform in Kosovo through the development of an inclusive education system that will be a benefit to all learners experiencing barriers to learning and models respect and peaceful co-existence among all.

Tentative indicators include e.g. increase in number of inclusive classes, increase in number of children in special needs education, increase in number of girls in special needs education, decrease in number of children out of school, especially girls.

3.2 Project Purpose

The project purpose is:

to make inclusive education philosophy central to all professional development programmes for teachers by ensuring that both new and practising teachers in Kosovo are better trained to teach children with special needs and thus to enable enhance inclusivity in Kosovo schools.

Tentative indicators will include number of new teachers specialised in inclusive education, number of students specialising in inclusive education, increase in number of attached classes, increase number of teachers and education professionals finalising PD programme in inclusive education, coverage of utilisation of new teaching methods.

3.3 Results and corresponding indicators

The project will have two components supported by a Finnish University: 1) Capacity building in the Faculty of Education in inclusive education by a Finnish University, and 2) Support to the MEST in provision of training for inclusive education, by a Finnish University.

1) Capacity building in the Faculty of Education in Inclusive Education would have the following results:

1. Pre-service teacher education curriculum is developed with core components of inclusive education
2. PhD studies in inclusive education are offered for three members of the Faculty staff
3. Masters' degree course in inclusive education is offered for 12 students of the current PD programme
4. Sufficient research facilities are created in the Faculty of Education with appropriate study material
5. The Faculty is linked to regional, European and international networks in inclusive education
6. Training for the staff of the faculty is prepared and carried out.

Proposed indicators could include:

Increase in number of courses in inclusive education for students, increase in number of students specialising in inclusive education, increase in number of class hours with special needs children for students' practical training, number of new PhD holders, number of new Masters degree holders, number of articles on inclusive education in Kosovo in international journals, number of participants to seminars organised in Kosovo, number of Kosovar participants, presenters in regional/European/international conferences.

2) Support to the MEST in provision of in-service training in inclusive education:

- 1) Professional Development programmes on inclusive education are further developed and delivered for limited number of teachers and other education professionals.
- 2) TESFA activities for teachers and school directors from schools with attached classes are expanded
- 3) Small scale funds for school-based projects are provided for each school with attached classes (30).

Tentative indicators will include number of participants to PD courses, increase in classes taught by local experts, increase in number of Kosovar teachers, drop-out rate from the PD courses, number of participants to TESFA training, number of schools, number of projects involving parents and community.

3.4. Activities

The tentative corresponding activities include:

Component 1, Capacity building in the Faculty of education

Result 1 – curriculum development:

1. Review current curricula for inclusive education
2. Develop with the Faculty of Education effective pre- service curriculum with core components in inclusive education.
3. Develop curriculum for pre-service courses in inclusive education, including compulsory practice training in schools/classes with children of special needs
4. Implement components of pre-service programme concerning inclusive education.

Result 2 – PhD Studies

1. Identify with university authorities 3 young teachers for potential appointment as staff members within the Faculty of Education.
2. Design higher PhD studies programme with Finnish university and the Faculty for the 3 teachers including opportunities for study in a Finnish university.
3. Carry out training
 - ensure participation to English language courses

Result 3 – Masters’ Degree Programme:

1. Design framework for a Masters degree programme for teachers.
2. Establish institutional linkages for supervision and tuition
3. Select students for Master’s degree programme in cooperation between the Finnish University and the Prishtina University
4. Develop courses with face-to-face and distance education programmes
5. Carry out training, including
 - workshops for the development of necessary research skills in conjunction with institutional links.
 - regional study tour for 12 trainees.
 - ensure participation to English language courses

Result 4 – Research Facility

1. Establish a library with relevant research studies and other publications
2. Provide researchers with other research material

Result 5 – linkages

1. Create links with regional, European and international colleagues for exchange and sharing of knowledge and research
2. Organise series of regional workshops on inclusive education
3. Arrange for participation to other regional, European and international workshops on inclusive education
4. Support for publications in local, regional and international journals

Result 6 – Faculty training

1. Carry out needs assessment for inclusive education among the Faculty staff
2. Develop a training course for the staff
3. Carry out training annually to train new staff

Component 2, Support to the MEST in provision of in-service training in inclusive education

Result 1 – Professional Development

1. Identify local service provider, trainer(s)
2. Establish local linkages, especially with the Faculty of Education
3. Review and revise current PD training curriculum in collaboration with the local PD trainer(s) and MEST, and the Faculty of Education
4. Develop further support to material development.
5. Carry out needs analysis for trainers further development
6. Build planning, co-ordination and administration skills of service provider to manage training.
7. Select participants to the programme
8. Support and monitoring of training of trainers from local service provider
9. Repeat from 3.

Result 2 - TESFA

1. Identify local service provider, trainers (ensure participation of the current trainers).
2. Review and revise current TESFA training material in cooperation with the local trainers, MEST and the Faculty of Education
3. Carry out needs analysis for trainers for further development
4. Build planning, co-ordination and administration skills of service provider to manage training.
5. Give further support to local trainers on the basis of needs assessment.
6. Support implementation and monitor TESFA training

Result 3 – Small Project Fund

1. Prepare guidelines for project support.
2. Establish links with the four centres¹¹ of the Faculty of Education to ensure their support to school based activities
3. Inform schools about the guidelines for project support and provide basic training in project management.
4. Make small project funds available
5. Monitor projects
6. Ensure utilisation of lessons learned in other project components.

4. ASSUMPTIONS AND RISKS

The major assumption is that government will maintain its commitment to reform education policy. It is also assumed that MEST will maintain its commitment to inclusive education as expressed in the policy and curriculum framework.

It is assumed that the Faculty of Education continues to receive support from those faculties being absorbed into teacher education at the university. The new Faculty of Education will operate in cooperation with other academic faculties.

¹¹ Prishtina, Gjilan, Gjakova, Prizren

There are important cross-curricular objectives in the Kosovo education system: (i) learning to learn; (ii) education for democratic citizenship and human rights; (iii) education for peace and tolerance; (iv) environmental and health education; (v) life-skills education; and (vi) creative problem solving, communication and social skills. The assumption is that these components are addressed as complimentary to inclusive education.

A major assumption is that the current Professional Development programme is accredited by the MEST, University of Prishtina and the Finnish University offering Master's degree. .

It is assumed that the current, trained, local trainers in PD and TESFA are available for the project.

It is assumed that other complementary activities (for example the curriculum process supported by UNICEF) are in phase with the project activities, especially at the school level.

It is assumed that the KEDP will be extended with two years after March 2004.

5. COMPATIBILITY AND SUSTAINABILITY

5.1 Compatibility with the strategic goals for Finnish development co-operation

The principles underlying the Finnish support are best reflected in the Education for All paper and the continued revisions of *Finnish Development Cooperation in the Education Sector* and *Operationalisation of Development Policy Objectives in Finland's International Development Co-operation (1998, 2001)*. In the development co-operation policy Finland emphasises inclusion of the disabled as well as the special and diverse educational needs dimension into the mainstream system. This policy is in accordance with current international outlook and trends and it has recently been endorsed also by a number of Nordic development partners in a conference held in Copenhagen in November 2000.

In addition, in the Western Balkans Finland gives priority to programmes, which can promote reconciliation and improve the foundation for a return to normal life and for building a democratic civil society. Education is a key sector in these processes, and support the project that will have long-term effects in the improvement of education is therefore in keeping with strategic goals for development co-operation.

5.2 Policy environment

There is good correspondence between the project aims and with Policy statements such as the 'UNMIK Strategic Plan – Education Sector' the Education Policy Statement 2001 and "Interim Arrangements for the Conduct of School Education in Kosovo" that inform the reform of education. The documents set up short, medium and long-term objectives, the education sector goals, further strategy steps, and a framework for action. These papers mention the importance of future institutional capacity building and human resources development, teacher education included. In respect to teacher education reform, there is currently great momentum with clear endorsements for teaching education that it should be organised along inclusive lines. The transition from teachers being trained in 14 different faculties to a common Faculty of Education is a major step towards overcoming the fragmentation, isolation and weaknesses in Kosovo teacher education.

5.3 Economic and financial feasibility

The emphasis on local ownership and sustainability are overriding principles of the project where it is expected that the university will be able to retain extra fees (expected to be 400 Euro per year a four fold increase) for development. The sustainable activities of the project mean that the MEST, the university and local service providers will take responsibility for the activities after the project funding stops.

5.4 Institutional capacity

Institutional capacity is a major problem and the project lays heavy emphasis on capacity building at all layers of the project. A shortage of special education teachers who can identify special needs and those that can teach remains a problem. Although the FSDEK has been working with 35 trainers of trainers and teachers working in the system and these will be integrated in the targeted schools.

5.5 Socio-cultural aspects

Kosovo has faced ten years of segregation and still face uncertainty and difficulties in socio-cultural aspects. The region of Kosovo is one of the most populated areas in the region with 90% ethnic Albanians, 7% are of Serb origin and 3% are other ethnic origins. It is a young population with an average of 25 years with children aged 0-18 make up 47% of the population. Difficulties with practicing education for tolerance and living together will persist for some time and will need institutional reform in education to be experienced for much longer and is one of the biggest challenges in education. The project will take into account the inclusion of minorities as the FSDEK project in its TESFA component did, and the lessons from this will be transferred to the new project.

5.6 Participation and ownership

The project is approaching educational development from the standpoint of investing in human resources required for the transformation to an inclusive, learner centred education system. It aims to produce, on a sustainable basis components able to be organised and run by Kosovars. Participation and ownership at the university, municipality, school and community level will be ensured through wide participatory processes by involving, consulting and informing stakeholders in policy making, strategic planning, and advocacy. Core stakeholders and beneficiaries will be actors in the implementation and monitoring of the policy.

5.7 Gender

All components will pay great attention to gender issues and gender balance will be reflected in the selection of trainers in each of the components. It will be essential that gender considerations and sensitivity to minority groups will be integrated throughout the proposed programme by adopting and actively taking part in the wide sweeping activities outlined in the PIP of the KEDP programme for gender and minority strategies. All professors and experts will take part in the design of specific approaches to address structural barriers and education programme bias as designed by KEDP.

5.8 Environment

It is not expected that the project will have any wider implications for environmental issues and the use of experts in support of the project.

5.9 Appropriate technology

It is the intention of the project to support different modes of learning in the training programmes. In terms of research networking the internet facilities will allow national and international networks to be made. In addition, the use of distance learning methodology in both the masters and PhD programmes will mean the utility of the internet for learning and supervision. It is also intended to use video wherever appropriate.

6. IMPLEMENTATION

6.1 Approach

The project has been designed to support the implementation of the MEST policy on Special Education, and the transformation of teacher education at the University. The project is essentially a capacity building project geared towards the Faculty of Education, responsible for pre-service training of pre-primary and primary teachers, and MEST and local organisations to provide high quality in-service training in inclusive education for teachers and other education professionals. The project will also increase the knowledge of the special needs education in Kosovo and thereby support the MEST in policy making. Wherever appropriate the project will utilise capable and committed local organisations as a key to sustainability.

There will be two components in the project: 1) development of the pre-service training for teachers through support to the Faculty of Education and 2) development and expansion of in-service training for teachers and other education professionals through Professional Development programme, TESFA training and small project fund for schools.

The project will operate at central, district and local levels. At the central level the project will work with departments of Special Education and In-service Training in MEST, the Faculty of Education, and local institutions. At regional level, the project will cooperate with the four regional centres of the Faculty, and if established, with the seven regional education offices. In each of the 30 municipalities in Kosovo, the project will support especially the schools with attached classes for special education. In addition, the project will work together with the University of Mitrovica to support inclusive education in schools with Serb children.

6.1.1 Support to the Faculty of Education

In respect to the support to the Faculty of Education, the expected overall outcome would be high quality and performance of the delivery of teacher training in the field of inclusive education with trained staff and a supportive research base that utilises the professional exchange of research in regional and international contexts.

A major component of Finnish assistance would focus on areas of support that address the need for capacity building among teacher educators of the Faculty of Education.

The project will support the Faculty of Education in establishing degree programmes for primary and pre-primary teachers ensuring that all new teachers will have basic courses on inclusive education and advanced courses are available for those who would like to specialise in inclusive education. Ultimately, the specialisation courses should lead to a Masters degree.

The Masters degree course will be piloted in the project with initially with 12 students. This programme will target future trainers, trainers of trainers, policy makers and educational administrators. The programme will focus upon human capacity building for policy making and implementation of inclusive practices. Finnish experts (long, medium- and short-term) will contribute to students having a sound understanding of the assumptions underlying inclusive practices in the classrooms. Short study visits in Finland and the region will be supported. The Masters degree will be awarded by a Finnish University selected to provided the services in the project.

In addition to course and curriculum development, this will require training the teaching staff of the Faculty to prepare qualified specialised members, professors, for inclusive education. In recognizing that the educational base of qualified candidates for teaching posts is currently poor the project will work with the Faculty in supporting three young members of staff (already possessing a Masters degree and studying inclusive education) for a PhD, which will include short training periods in inclusive education at a Finnish university and within the Faculty supported by Finnish experts.

Both PhD and Masters degree students will be trained to carry out high quality research supported by establishment of required research facility with appropriate research material, and linkages to regional, European and international research communities.

Students to the Masters degree and PhD courses will be selected on basis of applications that are first reviewed by the project Working Group on Higher Degree, and approved by the Steering Committee.

The project will also increase the knowledge of children with special needs in Kosovo by encouraging action research as part of the degree studies, and link the four regional centres of the Faculty (Prishtina, Gjilan, Gjakova, Prizren) as resource base for the school based small projects. This will promote the Faculty to become an integral part of its geographical region in the sense that it will be used by the communities of the region and will itself use the communities as resources for teaching, research and service provision. The research in inclusive and special education will inform the wider research agenda of the Faculty and the results of the research should be of interest also to wider community of inclusive education specialists in the region, Europe and internationally.

6.1.2 Support to schools, teachers and other education professionals

Professional Development Programmes

The project will build on the achievements of the current FSDEK project and continue to support professional development courses for teachers in inclusive education (PD) already established by the FSDEK project. Much is expected of the project in terms of continuing training in support of in-service professional development for inclusive education. Maintaining and developing the training for a group of highly qualified specialist who will work in key positions in organising and managing administration of inclusive education is

critical to sustainability. Thus, the experience gained from the professional development component will inform subsequent developments for the new project.

Thus, a new component will be phased-in when FSDEK is complete (September 2003) and when the first graduates will have completed their programme and returned to the schools. The project will support two PD courses, each for 35 students and an estimated duration of 18 months. It will be necessary that concerns for university accreditation of the PD diploma is addressed.

The PD training seeks to address the sustainability of the initiatives by maintaining strong links with the schools and local institutions. The project will ensure that the schools, teachers and institutions play their role in maintaining the support for an inclusive education system through improving links with school-based training.

In both courses there will be participants who work with children from ethnic minority groups.

Towards Effective School for All – TESFA

The project will continue to develop and strengthen a school-based capacity building component established by FSDEK. This component aims at creating and improving local institutional capacities in order to foster mainstream schools' potential to become learning organisations in inclusive education related issues. However, the new component will offer further learning opportunities and additional support for example through small project funding within the schools and communities.

The project will support efforts to create greater awareness for inclusive education among the municipalities, communities, and social services and will develop cooperation and coordination structures between them. The project will support and develop a local network to develop and implement specific change initiatives at the schools with a focus on inclusion. It will also provide a short training programme suitable for Senior Education Officers (SEO) and staff, selected parents and members of the community in awareness, advocacy, lobbying and resource mobilisation.

In order to ensure high quality in the training and delivery of inclusive education at the schools sector, the project seeks to utilise the four Faculty of Education centres through networking and supervision.

The project will also fund special projects to support inclusive education in the schools (30) with attached classes. The identification of these projects should arise from the needs of the schools, teachers, parents and support community. These projects are foreseen to support the linkages and cooperation between the school, the parents and the community and should include awareness raising activities. It is also advised that the four regional centres of the Faculty of Education, and the Master's degree students will provide assistance to these projects. At the same time the student's will have a chance to conduct action research as part of their studies and increase the knowledge of needs for inclusive education in Kosovo.

6.2 Organisation

6.2.1. Project Organisation

The project will be implemented in close cooperation with MEST, the municipalities and the new Faculty of Education. It makes great sense not to duplicate (or at least where more than necessary) or create parallel programme organisation and management structures from those already set up between the University, MEST and the KEDP management team.

The project will be coordinated by a Team Leader who, in addition to overall coordination, will be specifically responsible for the Component 1 together with a number of international mid-term and short-term experts to develop curricula, teach Masters degree and PhD students and help establishing the research facility and international linkages. As the component 1 comprises Masters degree and PhD studies to be accredited by a Finnish university, it is essential that the international experts are recruited by a Finnish University. This is to secure the direct links and contacts between the University in charge and the project.

The main responsibility of the activities under Component 2 will be with a Kosovar organisation nominated by the MEST. This counterpart will be supported by two Finnish associate experts to assist in course development, training of trainers and management of the small project funds.

6.2.2. Decision-making Arrangements

Supervisory board

The final decision making power in the project will be with a supervisory board for the project. More specifically, the Supervisory Board (SVB):

- Approves annual work-plans, budgets, annual monitoring reports, financial reports and audits.
- Amendments and changes in Programme Document
- Policy issues, and when relevant;
 - Mid term review and final evaluation
 - Project completion report and practical arrangements related to project completion.

The members of the Supervisory Board will be the representatives of the Finnish Ministry for Foreign Affairs, the UNMIK representative, Ministry of Education, Science and Technology (MEST), University of Prishtina and a Finnish university responsible for provision of services. The project Team Leader acts as a secretary to the Supervisory Board.

The Supervisory Board meets annually.

Steering Committee

Below the Supervisory Board there will be a Steering Committee consisting of representatives from the Finnish Liaison Office to Kosovo, MEST, Faculty of Education. The Team Leader will represent the Finnish University and the project.

The Steering Committee:

- is responsible to the SVB for the project management and achievement of project purpose

- finalises annual work plans and monitoring reports
- approves quarterly progress reports
- is responsible for internal evaluation, and when relevant
 - Agreement on mid-term and short-term experts, approval of the ToR for assignments and selection of experts based on candidates CVs.
 - Issues related to project personnel,
 - Mid term review or final report
 - Project completion, project completion report, and practical arrangements related to project completion.
- approval of the students to the Masters degree and PhD studies
- approval of applications for school-based projects

The Steering Committee will meet quarterly.

Project Management Unit

The daily programme management and administration is vested with the Project Management Unit (PMU), consisting of the Team Leader, representative of the MEST and the Faculty of Education.

The PMU is responsible for i.a.

- Drafting work plans, reports
- Preparing application forms and reporting formats for projects
- Partnership arrangements with all stakeholders in Kosovo in planning and implementing the programme and its activities

Higher Degree Working Group

A working group to help in the establishment of the PhD's and Master degrees will be set up. It will consist of members of the Finnish University providing services and the degrees, Faculty of Education, KEDP, and a MEST representative. Terms of Reference for the working group will be approved by the Steering Committee, and it will function until such a time as the higher degrees can be taken over by the host institution and the normal channels of the university. Especially the WG will review the curricula and courses for inclusive education in the University of Prishtina, prepare the course contents for the degree courses, participate in the selection of the students to the degree courses by giving recommendations to the Steering Committee, monitor the degree course contents and progress, and assist in establishing international linkages and in organising study visits to Finland. The Working Group will report to Programme Management Team to the university in Finland and the SVB.

6.2.3. Coordination with other Projects/Programmes.

The project will cooperate closely with the Kosovo Educator Development Project (KEDP) by CIDA through KEDP participation to the Higher Degree Working Group and through informal communication and meetings.

6.3 Tentative Timetable

The project is planned to start immediately after the current FSDEK project finishes to avoid unnecessary gaps in PD and TESFA project activities. The project duration is four years.

<i>Core Activities</i>	2003	2004	2005	2006	2007
INCEPTION PHASE					
Component 1					
Curriculum Development					
Review current curricula					
Develop curricula for basic courses					
Develop curricula for advanced courses					
Develop curriculum for pre and in-service					
Implement inclusive education pre-service training components					
PhD studies					
Design PhD programme					
Select students					
Carry out training					
Masters degree programme					
Design programme framework					
Establish institutional linkages					
Develop courses in coordination with PhD studies					
Select students					
Carry out training					
Research facility					
Establishment of library					
Provision of other material					
Establishment of linkages					
Create linkages					
Organisation of workshops					
Participation to other workshops					
Support to publications					
Faculty Training					
Needs assessment					
Course development					
Training					
Evaluation, course development					
Component 2					
Professional Development					
Identification of local trainers					
Establishment of linkages					
Review and revision of current training curriculum					
Development of training material					
Needs analysis for trainers					
Support training providers					

The annual work plans and budgets will be based on activities planned under each component of the project, and hence they will be based on joint planning discussions with different beneficiaries of the programme. The Programme Management Unit submits the work plans and budgets to the Steering Committee for comments and amendments. After the work plans and budgets have been finalised by the Steering Committee, they are submitted to the Supervisory Board for approval.

The programme will use the formats of the Finnish Ministry for Foreign Affairs for work planning and budgeting.

The project will start with a three months inception phase to review the project objectives, to develop indicators for the different levels of objectives together with the project beneficiaries and to update project's underlying assumptions, and to prepare detailed work plan for the first year of operations. The last six months of the project shall be used for finalisation and handing over of the programme.

Monitoring and progress reporting will follow the guidelines of the Ministry for Foreign Affairs with quarterly progress reports and annual monitoring reports. The quarterly progress reports include information on

- the extent of achievement of results under each component
- activities implemented under each component
- the delivery of means under each component
- possible changes in the Programme environment and their effects on the Programme
- proposals for changes in the planned activities and their justification.

Annual monitoring reports, following the MFA "Guidelines for Programme Design, Monitoring and Evaluation" should include the following information:

- proposals for changes in the Programme and their justification
- the relevance of the Programme in relation to the needs of the beneficiaries
- the potential impact of the Programme relating to the overall objective
- the extent of achievement of Programme purpose as a consequence of Programme results
- the extent of achievement of results
- the execution of activities, and delivery of means
- possible changes in the programme environment, including materialisation of assumptions and risks, and their effects on the programme
- different factors ensuring compatibility and sustainability
- assessment of the efficiency of the implementation.

Financial management and reporting will be coordinated with the monitoring and progress reporting. Annual audits are carried out by an external audit company.

8. EVALUATION

In addition to the programme monitoring and reporting process it will be necessary to undertake an independent review and evaluation. The review would be a mid-term review whilst the evaluation would be at an appropriate point near the completion of the programme.

These evaluations are to be contracted and financed by the Ministry for Foreign Affairs of Finland directly.

ANNEXE I Logical framework matrix

<p>Overall objectives:</p> <p>to contribute to educational reform in Kosovo through the development of an inclusive education system that will be a benefit to all learners experiencing barriers to learning and models respect and peaceful co-existence among all.</p>	<p>Indicators:</p> <ul style="list-style-type: none"> • increase in number of inclusive classes, • increase in number of children in special needs education, • increase in number of girls in special needs education, • decrease in number of children out of school, especially girls 	<p>Sources of verification</p> <ul style="list-style-type: none"> • 	<p>Budget: € 3.34 million Duration: 3.5 years</p>
<p>Project purpose:</p> <p>To make inclusive education philosophy central to all professional development programmes for teachers by ensuring that both new and practising teachers in Kosovo are better trained to teach children with special needs and thus to enable enhance inclusivity in Kosovo schools.</p>	<p>Indicators:</p> <ul style="list-style-type: none"> • number of new teachers specialised in inclusive education, • number of students specialising in inclusive education, • increase in number of attached classes, • increase number of teachers and education professionals finalising PD programme in inclusive education, • utilisation of new teaching methods 	<p>Sources of verification:</p> <ul style="list-style-type: none"> • 	<p>Assumptions:</p> <ol style="list-style-type: none"> 1.
<p>Results:</p> <p>A</p> <ol style="list-style-type: none"> 1. Pre-service and in-service teacher education curriculum developed with core components of inclusive education 2. Offering PhD studies in inclusive education for three members of the Faculty staff 3. Offering Masters' degree course in inclusive education for 12 students of the current PD programme 4. Creation of sufficient research facilities in the Faculty of Education and provision of appropriate study material 5. Support to linking the Faculty to regional, European and international networks in inclusive education 6. Preparation and carrying out training in inclusive education for the staff of the faculty 	<p>Indicators</p> <ul style="list-style-type: none"> • Increase in number of courses in inclusive education for students, • increase in number of students specialising in inclusive education, • increase in number of class hours with special needs children for students' practical training, • number of new PhD holders, • number of new Masters degree holders, • number of articles on inclusive education in Kosovo in international journals, • number of participants to seminars organised in Kosovo, • number of Kosovar participants, presenters in regional/European/international conferences. 	<p>Sources of verification:</p> <ul style="list-style-type: none"> • 	<p>Assumptions</p>
<p>Results:</p> <p>B</p> <ol style="list-style-type: none"> 4) Professional Development programmes on inclusive education are further developed and delivered for limited number of teachers and other education 	<p>Indicators</p> <ul style="list-style-type: none"> • number of participants to PD courses, • increase in classes taught by local experts, • increase in number of Kosovar teachers, • drop-out rate from the PD courses, • number of participants to TESFA training, 	<p>Sources of verification</p>	<p>Assumptions</p>

<p>professionals.</p> <p>5) TESFA activities for teachers and school directors from schools with attached classes are expanded</p> <p>6) Small scale funds for school-based projects are provided for each school with attached classes (30).</p>	<ul style="list-style-type: none"> • number of schools, • number of projects involving parents and community. 		
<p>Activities</p> <p>Result A1</p> <ul style="list-style-type: none"> • Develop with the Faculty of Education effective pre- and in-service curriculum with core components in inclusive education. • Develop curriculum for pre-service and in-service courses in inclusive education, including compulsory practice training in schools/classes with children of special needs • Implement components of pre-service and in-service programme concerning inclusive education. <p>Result A2</p> <ul style="list-style-type: none"> • Identify with university authorities 3 young teachers for potential appointment as staff members within the Faculty of Education. • Design higher PhD studies programme with Finnish university and the Faculty for the 3 teachers including opportunities for study in Finnish universities. • Carry out training • ensure participation to English language courses 	<p>Means</p>	<p>Costs</p>	<p>Assumptions</p>

<p>Result A3</p> <ul style="list-style-type: none"> • Design framework for Masters degree programme for teachers. • Establish institutional linkages for supervision and tuition • Select students for Master's degree programme in cooperation between the Finnish University to provide the degree and Prishtina University • Develop courses with face-to-face and distance education programmes • Carry out training, including <ul style="list-style-type: none"> ◦ workshops for the development of necessary research skills in conjunction with institutional links. ◦ regional study tour for 12 trainees. ◦ ensure participation to English language courses 				
<p>Result A4</p> <ul style="list-style-type: none"> • Establish a library with required research and other publications • Provide for research other research material. 				
<p>Result A5</p> <ul style="list-style-type: none"> • Create links with regional, European and international colleagues for exchange and sharing of knowledge and research • Organise series of regional workshops on inclusive education • Arrange for participation to other regional, European and international workshops on inclusive education • Support for publications in local, regional and international journals 				
<p>Result A6</p> <ul style="list-style-type: none"> • Carry out needs assessment for inclusive education among the Faculty staff • Develop a training course for the staff • Carry out training annually to train new staff 				
<p>Result B1:</p> <ol style="list-style-type: none"> 10. Identify local service provider, trainer(s) 11. Establish local linkages, especially with the Faculty of Education 12. Review and revise current PD training curriculum in collaboration with the local 				

<p>PD trainer(s) and MEST, and the Faculty of Education</p> <p>13. Develop further support to material development.</p> <p>14. Carry out needs analysis for trainers further development</p> <p>15. Build planning, co-ordination and administration skills of service provider to manage training.</p> <p>16. Support and monitoring of training of trainers from local service provider</p>				
<p>Result B2</p> <p>7. Identify local service provider, trainers (ensure participation of the current trainers).</p> <p>8. Review and revise current TESFA training material in cooperation with the local trainers. MEST and the Faculty of Education</p> <p>9. Carry out needs analysis for trainers for further development</p> <p>10. Build planning, co-ordination and administration skills of service provider to manage training.</p> <p>11. Give further support to local trainers on the basis of needs assessment.</p> <p>12. Support implementation and monitor TESFA training</p>				
<p>Result B3</p> <p>7. Prepare guidelines and regulations for project support.</p> <p>8. Establish links with the four centres¹² of the Faculty of Education to ensure their support to school based activities</p> <p>9. Inform schools about the guidelines and regulations for project support and provide basic training in project management.</p> <p>10. Make small project funds available</p> <p>11. Monitor projects</p>				
Preconditions:				

¹² Prishtina, Gjilan, Gjakova, Prizren

ANNEXE 2: Job Descriptions

Team Leader

The Team Leader will have responsibility for

- overall management of the project including financial and other reporting
- daily coordination and cooperation with the MEST and the Faculty of Education counterparts to ensure that the project implementation is synchronised with other education development in Kosovo
- contacts with the Finnish University in charge
- preparation and implementation of activities under Component I
- provision of professional input to activities in Component I
- ensuring quality and complementarity of the provided courses to meet the Finnish standards
- overall supervision of the project personnell
- preparing Terms of Reference for mid-term and short term experts
- liaising with universities, researchers and other stakeholders in inclusive education in the region, in Europe and internationally
- provision of professional back up and support to the Associate experts and local trainers in other components of the project.
- other tasks as assigned by the Supervisory Board

The Team Leader should have a PhD and considerable experience in inclusive education with solid theoretical knowledge and practical experience. S/He should have a solid university background.

At least 5 years experience of projects in educational development in other countries is a requirement, and knowledge/experience of the Balkans is an advantage.

A good command of spoken and written English is a necessity.

The Team Leader must have good communication, social and interpersonal skills, and be able to handle delicate issues and situations tactfully. S/he will be based in Prishtina but will have to travel throughout Kosovo. The post is initially for two years and is expected to be extended for another two year period.

Associate Advisers (2) in Inclusive Education

The two associate advisers in inclusive education will be responsible for:

- Generally supporting Kosovar authorities in implementation of activities under project component 2
- Reviewing and revising current course material for PD and TESFA activities
- Carrying out training needs assessment for trainers in PD and TESFA activities
- Training of PD and TESFA trainers
- Providing professional input to PD and TESFA activities
- Supporting in management of the small project fund
- Reporting to the Team Leader on the above activities
- Other tasks requested by the Supervisory Board

The two associate experts should have a postgraduate degree and at least two years of practical experience in inclusive or other relevant sub-sectors of education. They should preferably have training experience also in adult education.

Preferably some experience of projects in educational development and/or in project management. Knowledge/experience of the Balkans is an advantage. A good command of spoken and written English is a necessity.

The Associate experts should have good communication, social and interpersonal skills, and be able to handle delicate issues and situations tactfully. They will be based in Prishtina, but will have to travel throughout Kosovo. The associate expert posts are for two years. After the first two years the job descriptions will be revised and new associate experts recruited.

ANNEX V
GENERAL CONDITIONS FOR CONSULTING SERVICES

**MINISTRY FOR FOREIGN AFFAIRS
OF FINLAND**
Department for International Development
Cooperation

**GENERAL CONDITIONS FOR CONSULTING
SERVICES** provided by firms, companies and
corporations in the field of development co-
operation

PART II

GENERAL CONDITIONS FOR THE CONSULTING SERVICES

DEFINITIONS

Budget The budget, cost estimate or a similar document agreed upon between the Ministry for Foreign Affairs and the Consultant, setting the limits for the fees and expenditures to be reimbursed, as well as the terms for their reimbursement. Such a document is attached to the Contract as an Annex/Appendix.

Contract The contract, including the Annex/Appendix, concluded between the Ministry and the Consultant.

Consultant The firm, company or corporation contracted by the Ministry to provide the consulting services defined below, that is, services other than pure construction work or mere delivery of vehicles, goods or materials.

Ministry The Ministry for Foreign Affairs. In the Recipient Country, the Ministry may be represented by the Embassy.

Personnel Any person assigned by the Consultant to participate in the implementation of the Contract or any part thereof.

Project The project for the implementation of which the Contract has been concluded.

Recipient Country

The country where the Project is implemented or the country that is the beneficiary of the Project.

Recipient Government

The ministry or the organisational unit of a ministry, or a body of the Recipient Country, designated to be responsible for development cooperation or for the Project.

Services The activities, detailed in the Project Document or in the Contract, to be performed by the Consultant in accordance with the Contract.

Sub-Consultant

An individual or a firm, company or corporation contracted by the Consultant to carry out the Services or a part thereof with the prior written approval of the Ministry.

Project Document

The document that is a detailed description of aspects of the Project and is attached to the Contract as Annex/Appendix I.

Section I SERVICES

Scope and Extent of Services

1. The Ministry and the Consultant shall in the Contract agree on the scope and extent of the Services that the Consultant shall undertake to carry out.
2. The Services shall without explicit reference also include other tasks, measures or activities required for the implementation of the Contract as implied by generally accepted professional standards, practices or customs.

Carrying-Out of Services

3. In carrying out the Services, the Consultant shall be bound by the Contract and the Project Document and subsequent further instructions on their application given by the Ministry.
4. The Consultant shall be obliged to carry out the Services in accordance with the intergovernmental agreements applicable to the Project concluded between the Government of Finland and the Recipient Government. The Services shall be carried out in close cooperation with the Recipient Government.
5. The Consultant shall ensure that the Personnel assigned by the Consultant to work in the Recipient Country observe the laws and respect the customs prevailing therein.
6. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of the Services and carry out all its responsibilities in accordance with sound professional, administrative and financial standards and practices and, insofar as any of its duties are discretionary, act fairly in regard to the Recipient Government, other implementing partners and any third party.

Modification of Services

7. The Ministry shall be entitled to make modifications or amendments to the scope of the Services without, by so doing, changing the character or the purpose of the Services. If a modification or an amendment is such that the scope of the Services is widened or narrowed, the total remuneration shall be adjusted accordingly and the contract period revised. Any significant change to the scope of the Services shall, however, always be subject to negotiation and mutual agreement between the Ministry and the Consultant. All modifications or amendments shall be made in writing and with the consent of the Recipient Government.
8. The Consultant shall be entitled to make minor modifications or alterations in case they are necessary for the effective and successful carrying-out of the Services. Any such modification or alteration shall, however, be done within the limits of the Budget and with the consent of the Recipient Government. Modifications or alterations which cannot be considered as minor in character are always subject to negotiation and mutual agreement between the Consultant and the Ministry. Such modifications or alterations shall be agreed upon in writing.
9. Should a modification or an alteration to the Services be necessary in the event of suspension of the Services, Section IX paragraphs 4 and 8 shall apply.

Sharing of Information

10. The Ministry and the Consultant shall promptly inform each other of any event or situation that might affect the carrying-out of the Services or which may necessitate an agreement on a modification or an alteration in the scope, character or execution of the Services, in the agreed Budget or in other aspects of the Contract.
11. The information referred to in the previous paragraph shall be communicated in writing, giving a full account of the relevant reasons for and causes of such an event or situation and proposing any necessary changes, adjustments or other measures to be taken.
12. The Consultant shall also furnish the Ministry and the Recipient Government with such other information on the Services as may reasonably be requested from time to time.

Sub-Consultants

13. Except with the prior written approval of the Ministry, the Consultant may not assign or transfer the Contract or any part thereof or engage any Sub-consultants to carry out any part of the Services.
14. The Ministry's approval of the assignment or transfer of any part of the Contract to a third party or of the engagement by the Consultant of Sub-consultants to carry out any part of the Services shall not relieve the Consultant of any of its obligations under the Contract. The Consultant shall ensure that all applicable provisions of the Contract shall also apply to the Sub-consultants and shall furnish the Ministry with all pertinent information in this regard.

Representation

15. The Consultant shall under no circumstances act as the representative of the Ministry or give the impression that it has been given such an authority.

Section II PERSONNEL

Personnel Selection, Recruitment and Information

1. The Consultant shall give the Ministry the possibility to participate in the selection and recruitment of its Personnel to be assigned to participate in the implementation of the Contract or any part thereof. The Personnel shall at all times be acceptable to the Ministry and the Recipient Government.
2. The Personnel shall have the experience and disposition suitable for carrying out the Services and, where appropriate, for living and working in the Recipient Country. The Consultant shall apply methods and criteria for ascertaining the qualifications of the Personnel that are acceptable to the Ministry. The Consultant shall also furnish the Ministry with all relevant information on the candidates prior to their assignment. The candidates proposed by the Consultant shall, at the request of the Ministry, be obliged to undergo language and other tests and examinations as well as to participate in training courses.
3. The Consultant shall submit to the Ministry a departure and return form duly filled in with regard to the Finnish Personnel assigned by the Consultant to work over a minimum period of one month in the Recipient Country. Such information shall be submitted before their departure from Finland and immediately after the expiry of their assignment. The Consultant shall

also inform such Personnel of the possibility to be included in the "Personnel Resources Register" kept by the Ministry.

Replacement of Personnel

4. Should a member of the Consultant's Personnel fail to perform his or her duties or otherwise be found unsuitable for carrying out his or her tasks, the Consultant shall, in consultation with the Ministry, replace such a person without delay with another person in accordance with paragraph 1 above.
5. In case the Recipient Government demands the replacement of any member of the Consultant's Personnel, the Consultant shall immediately inform the Ministry thereof as well as of the reason for such a request. The Consultant shall replace such a person in consultation with the Ministry and the implementing agency of the Recipient Country.
6. The Ministry shall be entitled to request the Consultant to withdraw a member of its Personnel from the Recipient Country or to replace a member of its Personnel. The Consultant shall thereafter take prompt measures to replace the person concerned in consultation with the Ministry.
7. The Consultant shall bear all costs resulting from the replacement of a member of its Personnel, as referred to in paragraph 4 above. Except in cases of default on the part of the Consultant or a member of its Personnel, the direct costs accrued to the Consultant as a result of the replacement referred to in paragraphs 5 and 6 above shall be covered from the Budget or as may be agreed between the Ministry and the Consultant.

Periods and Scope of Service of Personnel

8. The Personnel shall carry out the tasks assigned to them in accordance with their assignment and the Contract. The Consultant may make minor adjustments to the periods and scope of service of the Personnel in case they are necessary in order to ensure an efficient performance of the Services. The Ministry shall be kept informed of such adjustments.
9. All adjustments of the periods and scope of service of the Personnel that might cause financial commitments beyond the limits set forth in the Budget as well as other minor adjustments mentioned in the previous paragraph shall be subject to the prior written approval of the Ministry.

Back-up Services

10. The Consultant shall provide back-up services, consultation and supervision by the home office or other offices of the Consultant whenever such services are necessary. The costs of the back-up services, supervision and consultation are included in the fee of the Consultant.
11. The costs resulting from the back-up services, consultation and supervision by the home office or other offices of the Consultant shall be reimbursed separately by the Ministry only if such expenditures have been mutually agreed upon.

Confidentiality

12. All laws and regulations of Finland and the Recipient Country regarding confidentiality of information shall be respected. The Consultant shall ensure that its Personnel maintain such confidentiality at all times, be it during their assignment or thereafter.

Prohibition of Certain Activities

13. The Consultant shall ensure that the Personnel shall not during their assignment, unless otherwise agreed upon with the Ministry, engage directly or indirectly in any professional activity, work or business in the Recipient Country or elsewhere other than their assignment within the Project.

Section III REPORTING

Periodic Reports and Completion Report

1. Reporting on the Project, i.e. the submission of progress and financial reports as well as completion report, shall be carried out in accordance with the Ministry's guidelines for Project reporting. Reports shall be drawn up in cooperation with the representatives of the Recipient Country's implementing agency. Unless otherwise agreed, the reports shall be drawn following the common formats for reports provided by the Ministry.
2. Periodic reports shall be submitted within one month after the termination of the reporting period and the completion report within three months of the completion of the Services, unless otherwise agreed.

Other Reports and Documentation

3. In cooperation with the Recipient Country's implementing agency the Consultant shall, at the request of the Ministry, prepare additional reports or documents on specific issues defined by the Ministry or the representatives of the Recipient Country.
4. The Consultant shall be obliged to submit, during the assignment or thereafter, to the Ministry or through the Ministry to the Recipient Government, all other documentation, drawings or similar information prepared or acquired at any stage of the implementation of the Project.

Statements of Project Accounts

5. The Consultant shall submit to the Ministry at the end of each calendar year during its assignment, as well as at the completion of the Services, an audited statement of the Project accounts.
6. The statement of the Project accounts shall include a statement by the authorized auditors of the Consultant assuring that the statement of the Project accounts is, in a clearly verifiable way, based on the accounts of the Consultant. The auditors shall also state whether the accounted costs have accrued to the Consultant from the carrying-out of the Services in accordance with the Contract.

Language of Reports and Statements of Project Accounts

7. Unless otherwise agreed, the reports and statements of the Project accounts to be submitted to the Ministry and the Recipient Government shall be in the English language in three copies and the reports also in an appropriate electronic format.

Acknowledgement of Ministry Funding

8. The completion report and other reports that have been prepared in connection with the implementation of the Contract as well as documentaries, such as articles, films, video tapes and others, shall bear an acknowledgement that the Project concerned has been implemented with the financial contribution of the Ministry and within the framework of Finnish development cooperation.

Section IV PAYMENT OF FEES AND REIMBURSEMENT OF COSTS

Budget

1. The Ministry and the Consultant shall agree on the Project Budget. The Budget shall consist of items indicating the maximum amounts in Finnish Marks within the limits of which the Ministry will pay the fees and reimburse the verifiable and acceptable costs accrued to the Consultant from the carrying-out of the Services. Any amendments to the Budget shall be subject to a prior written approval of the Ministry.
2. The Consultant shall, at the beginning of the Services and thereafter annually, prepare for the approval of the Ministry a detailed Project Budget based on the annual workplan for the next financial year. Based on the accepted Project Budget the Consultant is obliged to prepare a quarterly cost estimate and to revise the estimates, if need arises, to correspond with the expected expenditure as closely as possible.
3. The Consultant may, subject to Section I paragraphs 7-9, reallocate funds between the Budget items or use the contingency, if included in the Budget, only with a prior written approval of the Ministry.

Records and Accounts

4. The Consultant shall keep accurate and systematic records and accounts in respect of the Services in such a form and detail as is customary in the profession and as shall be sufficient in order to establish accurately that the costs which will be invoiced have been duly incurred for the performance of the Services. The Project Budget with the appropriate budget items shall be taken into consideration.
5. The Consultant shall permit the Ministry's designated officials to inspect the records and accounts relating to the Services. These records and accounts include those on the time spent on the Services and those on the reimbursable fees and other costs accrued to the Consultant from the carrying-out of the Services. Moreover, the Consultant shall permit any person authorized by the Ministry or the State Audit Office to audit such records and accounts both during and after the provision of the Services.

Reimbursable Fees and Project Costs

6. The fee of the Consultant shall be paid at mutually agreed rates and in accordance with the regulations that may have been given by the Ministry. Any adjustments to such rates shall be subject to a prior written approval of the Ministry.
7. All fees and Project costs, including travel and other personnel costs, shall be paid and remunerated within the limits of the Project Budget and in accordance with the regulations given by the Ministry.
8. Remuneration shall be effected by the Ministry only for direct costs reasonable and necessary for the carrying-out of the Services.

Reimbursable Financing Costs

9. If so agreed in the Contract, the Ministry shall compensate financing costs incurred to the Consultant from the procurement of capital investments, sub-consultancies, vehicles, equipment and other materials as well as from the carrying-out of other activities necessary for the implementation of the Project. However, the financing costs related to the fees, travel and other personnel costs of the Consultant shall not be compensated.
10. The reimbursable financing costs shall be calculated applying the effective interest rate on the Finnish government's long-term Finnish Mark -denominated borrowing defined annually by the State Accounting Office. The interest shall be calculated on the capital tied to the procurements and other activities mentioned in paragraph 9 above. The period for the calculation of interest begins from the date of each money transfer from the Consultant's bank account to the supplier of procurements or to be used for other Project activities in the Recipient Country and expires on the date of receipt of the Ministry's respective payment into the Consultant's bank account in Finland.
11. The financing costs will be compensated within the limits of the Project Budget. Unnecessary financing costs caused by the acts or omissions of the Consultant shall not be compensated.

Invoicing

12. The Consultant shall invoice the Ministry for the fees and the Project costs based on the progress of the Services. The invoicing shall occur regularly on a monthly basis as soon as possible, but not later than by the end of the following month. Invoicing of costs after that shall be justified to the Ministry in writing in connection with the respective invoice.
13. Unless otherwise instructed by the Ministry, invoices referred to in paragraph 12 above shall give the relevant information regarding the Project and the breakdown of the invoice with references to the vouchers in the accounts of the Consultant. At the request of the Ministry, copies of the bills, receipts and such other documentation pertinent to the transactions shall be attached to the invoice or the financial report in support thereof.
14. The Consultant shall invoice the Ministry for the possible financing costs quarterly, unless otherwise agreed in the Contract. The Consultant shall provide the Ministry with a specific calculation of the financing costs, as well as other necessary documentation required by the Ministry. The calculation shall be drawn up in accordance with the provisions of paragraph 10 above.

15. Claims for the payment of costs not invoiced during the respective calendar year can not be presented after the end of March of the following year, unless the Ministry for special reasons otherwise decides.

Payments

16. The Ministry shall pay the fees and reimburse the Project and financing costs accrued to the Consultant in accordance with paragraphs 6 - 11 above within 30 days from the date of receipt of an acceptable invoice and supporting documentation.
17. In case an invoice or any part thereof is not acceptable to the Ministry due to an error in calculation or a dispute over costs or the documentation provided to support the invoice is insufficient, the invoice shall be returned to the Consultant. The return of the invoice shall not make the Ministry liable for paying interest or any other compensation.
18. All payments and reimbursements made by the Ministry to the Consultant shall be made in Finnish Marks and paid to the Finnish bank account of the Consultant.
19. The Ministry shall be entitled to the correction of errors discovered after the payment of invoices either in connection with the inspection of records and accounts referred to in paragraph 5 above or otherwise.
20. If the Consultant has received payment and the Consultant according to paragraph 19 above shall repay or credit part or all of the amounts, the Ministry is entitled to demand interest on such amounts.
21. The Ministry may withhold the payment of the last invoice until the Ministry has approved the satisfactory execution of the Services. The approval of the execution of the Services shall be given by the Ministry within a reasonable time after the completion of the Services by the Consultant. In case the Ministry cannot approve the execution of the Services, it shall give reasons therefore.

Valuation of Currencies

22. In case the Consultant has incurred expenses in other currencies than Finnish Marks, the amount in such currencies shall be converted into Finnish Marks at the official selling rate of the currency valid in Finland at the date when such currency was purchased. If such an official rate does not exist, the rate will be derived from the local official selling rate of the US dollar against such currency and the official US dollar selling rate valid in Finland at the date of purchase of the currency. The Consultant shall attach to the invoice the relevant receipts pertaining to the official exchange of currencies as well as a statement of the use of currencies transferred to the Recipient Country.
23. The possible fluctuations in the exchange rate shall be included by the Consultant as amendments into the accounts of the Project. The exchange rate gain reduces and the exchange rate loss adds to the expenses.

Section V COMMODITIES

Procurement

1. The Ministry and the Consultant may agree that the Consultant procures vehicles, equipment and materials for the Project within the limits set forth in the Contract. In such a case Section IX paragraph 18 shall apply.
2. The procurement of vehicles, equipment and materials shall be governed by the rules and regulations on government procurement in Finland and by any further instructions given in each case by the Ministry.

Insurance

3. Unless otherwise provided in the Contract, the Consultant shall arrange for appropriate insurance coverage for the vehicles, equipment and materials purchased in whole or in part for the Project within the limits set forth in the Budget. The insurance shall be arranged on terms that may from time to time apply to government procurement in Finland or, in the absence of such terms, as advantageously as possible and be valid until the equipment and materials have been duly handed over to their recipient as specified in the Contract.

Ownership to Vehicles, Equipment and Materials

4. Unless otherwise agreed between the Ministry and the Consultant, the vehicles, equipment and materials purchased by the Consultant under the Contract with the funds provided by the Ministry shall be deemed to become the property of the Recipient Government at the time specified in the intergovernmental agreements applicable to the Project and/or the Contract or, unless not specified in the Contract, at the completion of the Services. Such vehicles, equipment and materials shall, if not otherwise agreed, be at the disposal of the Consultant during the implementation of the Project.
5. The vehicles, equipment and materials owned by the Consultant and not purchased with the funds provided by the Ministry shall remain the property of the Consultant.
6. The vehicles, equipment and materials supplied by the Recipient Government for the carrying-out of the Services shall at all times remain the property of the Recipient Government.

Keeping of Records and Inventory

7. The Consultant shall make all the necessary arrangements to ensure that the vehicles, equipment and materials referred to in paragraph 4 above are properly maintained, stored and repaired. The Consultant shall keep appropriate records of the vehicles, equipment and materials and submit an inventory thereof to the Ministry and the Recipient Government at the completion of the Services as well as at any other time if so requested.
8. The Consultant shall also keep appropriate records of the vehicles, equipment and materials referred to in paragraph 5 above and take all necessary measures in respect thereof at the completion of the Services.

Section VI ASSISTANCE BY THE RECIPIENT GOVERNMENT

1. The Ministry shall agree with the Recipient Government on the status of the Personnel, the assistance and the provision of all pertinent data and information by the latter to the Consultant as well as on the input of the Recipient Government for the Project.
2. If the data, information and assistance referred to in the previous paragraph are not forthcoming, the Consultant shall inform the Ministry thereof and continue to perform the Services to the extent possible and acceptable to the Recipient Government. The Ministry shall, for its part, endeavour to agree with the Recipient Government on the measures to be taken to ensure that the Consultant may carry on with the Services.

Section VII LIABILITY

The Ministry's Liability

1. The Ministry shall not be liable to indemnify any third party in respect of any claim, demand, debt or damage arising out of the implementation of the Contract and which may be made against the Consultant.
2. The Ministry shall not accept any liability for compensation for the sickness, disability, death or other hazards suffered by the Personnel of the Consultant as a result of their assignment.

The Consultant's Liability

3. The Consultant shall at all times act so as to protect the interests of the Ministry and the Recipient Government and shall take all necessary steps to keep all costs to a minimum, consistent with sound professional standards, practices or customs.
4. The Consultant shall be responsible for any damage or loss caused to the Ministry as a result of any act or omission related to the Services and attributable to the Consultant as a result of its negligence or errors. The Ministry and the Consultant may in the Contract agree on a maximum amount of compensation payable under this paragraph.
5. The Consultant shall not be held liable for indirect or consequential damage or loss, unless such damage or loss is due to gross negligence or wilful misconduct on the part of the Consultant.
6. The Consultant's liability shall remain in effect until two years have passed from the acceptance of the Services. In case the Services have comprised the preparation of designs, plans or specifications for a project, the Consultant's liability shall, however, remain in effect until the project, carried out on the basis of such designs, plans or specifications, has been completed and the project implementation has been accepted by the Ministry and the Recipient Government. Should the implementation of such a project, however, not commence as planned and thus be delayed, the Consultant's liability shall be in effect for a maximum period of five years from the completion of the Services. The period of liability for damage or loss caused by the Consultant's gross negligence or wilful misconduct shall always be ten years from the completion of the Services.

7. The Ministry shall inform the Consultant of any damage or loss immediately upon having noticed it or been informed thereof. The indemnity claim for damage or loss shall be presented by the Ministry within one year of the end of the Consultant's period of liability.
8. The Consultant shall be liable for indemnification in accordance with paragraphs 4-6 above irrespective of the acceptance of the Services by the Ministry or the Recipient Government.
9. The Consultant shall, at its own cost, correct any fault or defect caused by the Consultant's failure to carry out the Services or, should the Consultant fail to act accordingly, the Ministry shall have the right to have the fault or defect corrected at the Consultant's expense.
10. Delays in the carrying-out of the Services caused by the Consultant's default shall, subject to Section I, paragraphs 7-9, render the Consultant liable to pay to the Ministry as liquidated damages a maximum of 0.5% of the fees of the Consultant under the Contract for each commenced period of seven days by which the Consultant exceeds the contractual timetable. The liquidated damages shall be payable for a maximum period of fifteen weeks and the Ministry shall be entitled to deduct such liquidated damages from payments to be made to the Consultant.
11. The Consultant shall be liable for indemnification to any third party and to the Recipient Government in respect of any claim, demand or damage arising out of the carrying-out of the Services. The Consultant's liability shall, however, be subject to the provisions of the relevant intergovernmental agreements between the Ministry and the Recipient Government.
12. The Consultant shall have the sole responsibility for settling any claims and demands made by its Personnel.

Insurance

13. Unless otherwise agreed between the Ministry and the Consultant, the Consultant shall, during the liability periods mentioned above, maintain an insurance adequate to cover its liabilities to the Ministry, the Recipient Government, any third party or its Personnel.
14. The Consultant shall have the sole responsibility for arranging for the necessary insurance, such as insurance in respect of life, health, accident and travel, for the Personnel and their accompanying dependants.

Section VIII GENERAL PROVISIONS

Public Information

1. The Consultant may, for the purposes of public information, give to the media, relevant organizations and other interested parties customary information on the Project. The confidentiality referred to in Section II paragraph 12 shall be observed.
2. The information on the Project shall always bear the acknowledgement that the Project is being or has been financed within the Finnish development cooperation. The name of the Ministry or the information on the Project shall not be used for advertising or other marketing purposes without a prior written approval of the Ministry.
3. The Consultant shall, at the request of the Ministry, prepare documentation or material to be used by the Ministry at its discretion for public information or dissemination purposes.

Ownership to Reports and Other Documentation

4. All reports as well as other documents or material prepared during the implementation of the Project shall at the completion of the Services become the property of the Ministry or of the Recipient Government, as decided by the Ministry. The owner shall also have the copyright to such reports, documents or material.

Inventions

5. In case the Consultant has, as a direct result of the carrying-out of the Services, developed any invention, patentable or not, a report thereon shall be submitted to the Ministry without delay. The Ministry shall inform the Consultant within a reasonable time of whether it wishes to have the right to the invention.

Section IX SUSPENSION AND TERMINATION OF THE CONTRACT

Force Majeure

1. If the performance of any obligation under the Contract on the part of the Ministry or the Consultant should be prevented or delayed by force majeure or other conditions beyond their reasonable control, including but not limited to strikes, lock-outs, boycotts, embargoes, wars, war-like actions, civil commotions, riots, revolutions, fires, floods or storms, the performance of such obligations shall be suspended for as long as such force majeure or such a condition continues to exist and for the period of any delay occasioned thereby. Neither the Ministry nor the Consultant shall in such a situation be deemed to be in breach of the Contract provided that they take all reasonable steps to limit the effects of the force majeure or condition.
2. Both the Ministry and the Consultant shall, subject to Section I paragraphs 10-12, be entitled to cancel the Contract, already duly concluded, in case it is evident that its implementation would be postponed by more than six months as a result of force majeure or a condition referred to in the previous paragraph. The Ministry shall in such a case reimburse to the Consultant the fees and the reimbursable costs which have been duly incurred prior to the cancellation.

Suspension by the Ministry

3. The Ministry shall be entitled, by written notice to the Consultant, to suspend, in whole or in part, the Services, the payment of the fees or the reimbursement of the costs in case any of the following events shall have occurred:
 - A default in the carrying-out of the Services on the part of the Consultant or
 - a condition has arisen which, in the reasonable opinion of the Ministry, interferes or threatens to interfere with the carrying-out of the Services or the accomplishment of the purpose of the Contract.
4. The suspension shall become effective immediately upon the receipt of a notice of suspension by the Consultant, which shall take all necessary measures to minimise the costs incident to the suspension.

Termination by the Ministry

5. If any of the events referred to in paragraph 3 above continue for a period of thirty days after the suspension has become effective, the Ministry may, by a written notice to the Consultant, terminate the Contract with an immediate effect.
6. In case the Ministry, for overriding considerations not connected with the contractual relationship between the Ministry and the Consultant, finds it necessary to terminate the Contract, it shall serve the Consultant with a written notice. The termination shall become effective immediately upon the receipt of the notice by the Consultant.
7. In any event, the Ministry may terminate the Contract, in whole or in part, by a written notice to the Consultant. Unless otherwise agreed between the Ministry and the Consultant, the termination shall become effective sixty days after the receipt of the notice by the Consultant.

Suspension by the Consultant

8. The Consultant shall be entitled, by a written notice to the Ministry, to suspend the Services in case such exceptional difficulties or obstacles arise which essentially add to or change its obligations under the Contract and which cannot be reasonably considered to have been or to have had to been known by the Consultant when entering into the Contract and which it cannot reasonably have eliminated. The period of such suspension shall be for the shortest time possible and in any event not exceeding thirty days. During the time of suspension the Consultant shall take all possible and necessary measures to minimise the effect of the suspension on the Services. In case of partial suspension the Consultant shall continue to carry out those Services that have not been suspended.
9. The Consultant shall promptly notify the Ministry in writing of any situation or event which might cause the eventual suspension of the Services in whole or in part.

Termination by the Consultant

10. The Consultant shall have the right to terminate the Contract by written notice to the Ministry in the following cases:
 - A substantial part of the Services has been suspended in accordance with paragraph 8 above and such suspension has lasted for more than thirty days.
 - In the event that circumstances arise which prevent the Consultant from carrying out the Services, provided that the Consultant has made every effort to remove such circumstances and consulted with the Ministry in order to solve the difficulties encountered.
11. The Consultant's written notice of termination of the Contract shall specify the date of the termination, which shall, unless otherwise agreed between the Ministry and the Consultant, not be less than sixty days from the receipt of the notice by the Ministry.

Winding-up of Services

12. Upon receipt of the notice of suspension of the Services, in whole or in part, or of termination of the Contract, the Consultant shall take immediate steps to wind up the Services in an appropriate manner to reduce or minimise any possible losses or costs.

Reimbursement of Fees and Costs upon Suspension or Termination

13. Upon suspension of the Services, in whole or in part, by the Ministry or the Consultant, the fees and the acceptable and reimbursable costs that have been duly incurred prior to or incidental to the suspension shall be reimbursed to the Consultant. The fees and costs connected with or occasioned by any default on the part of the Consultant shall not be considered as reimbursable costs.
14. Upon termination of the Contract and in case such termination is not occasioned by any default on the part of the Consultant, the Ministry shall reimburse the fees and the acceptable and reimbursable costs that have been duly incurred by the Consultant prior to the termination. In such a case the Ministry shall also compensate the Consultant for the fees and direct and verifiable costs accrued to the Consultant because of the winding-up of the Services.
15. If the suspension of the Services or the termination of the Contract is due to the negligence or wilful misconduct of the Consultant, the damage or loss caused to the Ministry shall be compensated by the Consultant.
16. Claims for the payment of the fees and the reimbursement of the costs under this Section shall be presented not later than three months after the suspension or the termination.

Illegal or Corrupt Practices

17. If the Consultant or any of his Sub-consultants, as a direct or indirect inducement or reward for the award or execution of this Contract, offers, gives or agrees to offer or give or has offered or given a gift or benefit of any kind, which would or could be construed as an illegal or corrupt practice, then the Ministry may cancel the Contract. In such a case the damage or loss caused to the Ministry shall be compensated by the Consultant.
18. In case it has been agreed between the Ministry and the Consultant that the Consultant procures vehicles, equipment and materials for the Project, the Consultant shall include in its invitations to tender as well as procurement contracts, respectively, a clause on the possibility of the tender being rejected and the contract being cancelled, in case any illegal or corrupt practices have been connected with the award or execution of the contract. Moreover, the supplier shall, in the case of the cancellation of the Contract, compensate the damage or loss caused to the Ministry.

Section X SETTLEMENT OF DISPUTES

1. The rights and obligations of the Ministry and the Consultant under the Contract shall be governed by the laws and regulations of Finland.
2. The Ministry and the Consultant shall seek amicably to settle all differences and disputes arising out of or in connection with the implementation of the Contract. Failing to reach such an amicable solution the difference or dispute shall be submitted to the City Court of Helsinki.

Section XI AMENDMENTS, ENTRY INTO FORCE AND VALIDITY OF THE CONTRACT

1. Any amendments or modifications to the Contract shall be made in writing by the duly authorized representatives of the Ministry and the Consultant.
2. In case of a discrepancy between these General Conditions and Part I of the Contract, the latter shall govern.
3. The Contract shall enter into force upon signature by the Ministry and the Consultant or upon an exchange of letters between them and remain valid, unless terminated as provided herein, until all obligations have been duly fulfilled by both Parties thereto. The validity of the Contract shall, however, always be dependent on the entry into force and the validity of the Agreement between the Governments of Finland and the Recipient Country applicable to the Project.

ANNEX XXVII

Agreement between The United Nations Interim
Administration Mission in Kosovo (UNMIK)
acting for the Provisional Institutions
of Self-Government in Kosovo
(Ministry of Culture, Youth and Sports)
and The Ministry of Culture, Youth and Sports of
the Government of the Republic of Albania
on Cooperation in the Fields of Culture, Youth
and Sports

AGREEMENT

between

The United Nations Interim Administration Mission in Kosovo (UNMIK) acting for the Provisional Institutions of Self-Government in Kosovo (Ministry of Culture, Youth and Sports)

and

The Ministry of Culture, Youth and Sports of the Government of the Republic of Albania

on

COOPERATION IN THE FIELDS OF CULTURE, YOUTH AND SPORTS

The United Nations Interim Administration Mission in Kosovo (UNMIK) acting for the Provisional Institutions of Self-Government of Kosovo (Ministry of Culture, Youth and Sports) and the Ministry of Culture, Youth and Sports of the Government of the Republic of Albania (hereinafter 'the Parties'), desirous to further contribute to the promotion of democracy, human rights and equality of the people of Kosovo, as well as to sustainable social and economic development and reduction of poverty, hereby agree as follows:

ARTICLE I

GENERAL SCOPE AND OBJECTIVES

- (1) The Parties conclude this Agreement with the purpose of promoting their bilateral cooperation in the following fields:
Culture
Youth and
Sports
- (2) The Parties will encourage the exchange of experiences, experts and different activities in the fields of Culture, Youth and Sports at the international regional level.

ARTICLE II

AREAS OF COOPERATION

The Parties will support the cooperation in the fields of Culture, Youth and Sports by:

- a) building the capacity of cultural, youth and sports organizations and individuals through the organization of seminars and trainings in different bilateral activities, such as folklore, ethnography, figurative art, films, theatre, music, etc;
- b) information exchanges, technical and material assistance in literature and book publishing and different artistic activities. This cooperation is aimed at promoting the cultural, artistic and historical values;
- c) cooperation between towns in Kosovo and Albania through towns twinning, cooperation between duly registered youth and sports organizations;
- d) organizing and conducting joint sportive activities for all sports disciplines and age groups where there is a common interest. These activities are aimed to establish and build the capacity and upgrade the skills of managers, technical and administrative staff of cultural, youth and sports organizations;
- e) by exchanging sports techniques;
- f) facilitating the bilateral exchange of information and experiences, in particular in the context of cooperation in the development of youth policies where there is an opportunity for common implementation of projects;
- g) exchanging technical and scientific information in the field of sports between organizations and specialists; and
- h) any other activity in the areas of Culture, Youth and Sports that are of common interest for the parties.

ARTICLE III
ORGANISATIONS INVOLVED

- (1) The Parties will support the cooperation between Cultural, Youth and Sports organizations. These organizations shall be duly registered in Albania or in Kosovo respectively and will meet all the legal requirements established in the applicable legislation in Kosovo and in Albania.
- (2) The organizations involved in this Agreement should be well known in their respective areas of activity.

ARTICLE IV
SPECIFIC EVENTS

- (1) The Parties shall support and participate in traditional events, such as contests for writers, promotion of books, joint publishing, libraries, festivals, book fairs, film and theatrical activities.
- (2) The Parties shall also cooperate in the fields of figurative arts through arts exhibitions, folkloric and traditional concerts, museums exchanges, and heritage research in particular for archeology and monuments.

ARTICLE V
PROMOTION OF VALUES AND INTERETHNIC RECONCILIATION

- (1) The Parties shall coordinate their policies in order to take measures against alcohol abuse, drugs, women trafficking and the use of violence and revenge.
- (2) Furthermore, the Parties shall promote the interethnic dialogue and tolerance, in particular for the youth in the region.

ARTICLE VI
PROGRAM OF ANNUAL EXCHANGES

- (1) Upon this Agreement for cooperation in the fields of Culture, Youth and Sports, the Parties will sign a protocol program of annual exchanges.
- (2) This program will be based on the proposals submitted by cultural, youth and sports organizations as well as by any other institution that might be interested in this cooperation.

ARTICLE VII
TERM AND TERMINATION

- (1) This Agreement shall enter into force on the date of its signature by the Parties.
- (2) The Parties may terminate this Agreement at any time upon 30 days written notice.

ARTICLE VIII
NOTICES

Any notice to be given to the Parties shall be sent in writing to:

Ministry of Culture, Youth and Sports

Mother Teresa str. 35, Pristina, Kosovo
Provisional Institutions of Self-Government
Tel: 038 2002 2004 or 038 504 604 - 6217
Fax: 038 504 604 - 6891

In the case of the Ministry of Culture, Youth and Sports
Provisional Institutions of Self-Government in Kosovo

Ministry of Culture, Youth and Sports

Government of the Republic of Albania
Boulevard "Deshmoret e Kombit"
Tel-Fax: 99355 42 323 488

In the case of the Ministry of Culture, Youth and
Sports of Albania.

ARTICLE IX
AMENDMENTS

No modifications of, or change of this Agreement shall be signed and enforceable against the Parties unless effected by a written amendment to the Agreement signed by the Parties.

ARTICLE X
LANGUAGE


This Agreement shall be in English and Albanian languages. In case of discrepancies between the language versions, the English version shall prevail.

ARTICLE XI
SEVERABILITY


- (1) If any provision of this Agreement is deemed void the other provisions shall remain in force.
- (2) The Parties will endeavor to ensure the smooth implementation of this Agreement.

Signed on this 12 day of August 2002 in three copies in English and Albanian language each.


Initialed by:


Behxhet Brajshori
Minister of Culture, Youth, Sports
Ministry of Culture, Youth and Sports

For UNMIK
On behalf of the Provisional
Institutions of Self-Government in Kosovo


Michael Steiner
Special Representative of the
Secretary-General

For the Ministry of Culture, Youth and
Sports of the Government of the Republic
of Albania


Mrs Arta Dade
Minister of Culture, Youth and Sports

ANNEX XXVIII

Special Co-Ordinator of the
Stability Pact
for South Eastern Europe
Annual Report 2004

SPECIAL CO-ORDINATOR OF THE

STABILITY PACT

FOR SOUTH EASTERN EUROPE

ANNUAL REPORT

2004

Stability Pact for South Eastern Europe www.stabilitypact.org

INTRODUCTION

The Stability Pact continued to serve as a political coordination mechanism - its work guided by the founding documents adopted in Cologne and Sarajevo in 1999. In addition, its activities were shaped by the "Thessaloniki Agenda", in which the EU-Western Balkans Summit of 2003 called on the Stability Pact to facilitate the regional cooperation element of the European Union's Stabilisation and Association Process in a complementary manner. During 2004, the Office of the Special Co-ordinator (hereinafter Stability Pact Secretariat) thus continued to encourage regional cooperation, and to coordinate international and local efforts to advance the political and economic development of South Eastern Europe. It focused its activities on further stabilising and democratising the region, and supporting the respective countries' Euro-Atlantic aspirations, wherever possible.

The violence which erupted in Kosovo in March was a significant setback for the whole region, but South Eastern Europe (SEE) as a whole took several steps forward by taking ownership of a number of processes that were launched within the framework of the Stability Pact. Several political developments strengthened the region's ties with the European Union (EU), among them the EU's acceptance of Croatia as a candidate country, and the official application for EU membership by the former Yugoslav Republic of Macedonia (hereinafter FYR Macedonia).

The Stability Pact Secretariat continued to work on activities within all three of its Working Tables - focusing on democratisation and human rights, economic reconstruction, development and cooperation, as well as security matters - with the ultimate aim of preparing the region to eventually take full responsibility for existing initiatives. Under the leadership of Special Co-ordinator Erhard Busek (hereinafter SC Busek), the Stability Pact Secretariat shifted the emphasis from encouraging the region to issue declarations and adopt legislation, to promoting the *implementation* of

earlier commitments.

OVERVIEW OF ACTIVITIES

The Stability Pact marked its fifth anniversary during the Portoroz Regional Table in June by confirming the effectiveness of the regional approach to addressing problems of stabilisation and democratisation in the SEE region. In Portoroz, the International Organisation for Migration joined the Stability Pact as a participating organisation, and the Pact was widened to include Estonia, Latvia, Lithuania, Cyprus and Malta. The Table commended the initiative to engage the ten new EU member states in transferring knowledge and knowhow on transformation experience to the SEE region.

The Portoroz Regional Table was also the first to provide an active venue for a crosstable discussion, with input from all Working Tables. Participants welcomed the initiative, noting that such a thematic approach (this time on migration) could deepen the dialogue and cooperation between the various Working Tables. The Portoroz Regional Table reaffirmed the Stability Pact's commitment to fostering the integration of Kosovo into regional activities through enhanced cross border/boundary cooperation, in compliance with UN Security Council Resolution 1244. The Table also requested the Stability Pact Secretariat to consider ways in which the Stability Pact could support UNMIK in advancing the Standards Implementation Plan.

Throughout the year, the Stability Pact Secretariat closely coordinated activities with European Union institutions and member states. The Secretariat continued to meet the European Commission and the European

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Presidency at regular "Informal Consultative Committee" meetings, also attended by representatives of the Chairmanship of the South East European Cooperation Process (SEECP). On several occasions, the European Council's Working Group on the Western Balkans (COWEB) invited experts from the Stability Pact Secretariat to inform EU member states about various activities and regional developments. SC Busek also addressed the European Parliament's Foreign Affairs Committee in October.

The Stability Pact Secretariat continued a close cooperation with the SEECP, and in particular with the governments of BosniaHerzegovina and Romania, which both chaired the process, in the first and second half of the year, respectively. The Stability Pact Secretariat also continued its fruitful collaboration with key Stability Pact partners, among them the OSCE, NATO, the Council of Europe, the OECD, the UN and its various specialised offices, the International Financial Institutions (IFIs), the member states of the EU, as well as the national governments of the US, Switzerland, Norway and Japan. Furthermore, SC Busek travelled to the United States twice for consultations regarding US involvement in South Eastern Europe, and received full support for the activities of the Stability Pact.

Jointly with the Friedrich Ebert Foundation and the Moldovan Foreign Ministry, the Stability Pact Secretariat organised a major international conference entitled "*Republic of Moldova in the Stability Pact - Achievements and Perspectives*" in March to assess the first three years of Moldova's participation in Stability Pact activities. Throughout the year, SC Busek also continued a dialogue with the international community's highest representatives in Bosnia-Herzegovina and Kosovo.

In an effort to further coordinate policy and to strengthen political support, SC Busek met high-ranking officials in most European capitals, including in Vienna, Berlin, Bern, and Athens. During the *year*, he also met EU High Representative Javier Solana, and EU Commissioner for External Relations, Chris Patten. During the month of October, he met several commissioner-designates including Olli Rehn, the Future Commissioner for Enlargement. He also addressed the OSCE Permanent Council in May, and participated in the OSCE Parliamentary Conference in Sofia in November.

Throughout the year, SC Busek's key message was that South Eastern Europe's governments needed to follow

up their commitments with rigorous implementation. The Special Co-ordinator also highlighted that a better investment climate, as well as the creation of a common energy and a liberalised trade market would encourage much needed foreign investment into the region. Beyond promoting the above priorities, SC Busek and his Office also emphasised the importance of social cohesion during the complex and difficult transformation of the region's economies, industries, and welfare systems.

SC Busek continued to maintain high-level political contacts in the region, and urged various governments to resolve existing deadlocks in key policy areas. He addressed the annual SEE Prime Ministers Meeting in Salzburg, and attended several ministerial meetings hosted by the SEECP, among them the Summit of Heads of Governments. He also conducted high-level consultations with the governments of Bosnia-Herzegovina, Bulgaria, Croatia, Romania, as well as Serbia-Montenegro. Beyond political negotiations, SC Busek also appeared at numerous high-level political roundtables and conferences, and spoke at various universities, including the London School of Economics, the University of Sarajevo and Georgetown University in Washington DC.

The Stability Pact Secretariat continued to support the efforts of the SEECP, and in particular the joint campaign to fight corruption and organised crime, which was launched by the Romanian government in May. In addition, close cooperation was ensured with other regional initiatives to avoid the duplication of activities. In its efforts to further integrate Kosovo into the regional processes, the Stability Pact Secretariat also closely worked with UNMIK and the Provisional Institutions of Self-

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Government in Kosovo. The Stability Pact Secretariat welcomed the appointment of Soren Jessen-Petersen as Kosovo's fifth SRSG, who - prior to his appointment - had acted as the Chair of the Stability Pact's Migration, Asylum and Refugee Return Initiative (MARRI).

The engagement of both the European Union, and non-EU governments continued to be substantial. The biggest bilateral non-EU donor partners of the Stability Pact

Working Table I continued to focus on the two core objectives - media development, and local democracy/ cross-border cooperation. Further activities covered such issues as parliamentary cooperation, gender, and education. Working Table I Chair, Elisabeth Rehn, resigned from her post in June, but agreed to stay on to perform essential functions until her position is filled. In November, Goran Svilanovic, former Foreign Minister of Serbia-Montenegro, was nominated by SC Busek as the new Chair.

MEDIA DEVELOPMENT (CORE

OBJECTIVE)

The Media Task Force (MTF) brings together all key organisations and NGOs active in the democratisation of South East Europe's media systems. The executive secretary and a network of nine national working groups determine priorities and coordinate action with the European Commission, the Council of Europe, various donor governments, as well as the main international NGOs working in media development. The task force also coordinates action with the SEE Ministries of Foreign Affairs.

Throughout the year, the nine national Media Working Groups issued statements and provided reports on developments in the media. The Working Groups' reports were Secretariat were governments of the United States, Switzerland, Norway, Canada and Japan. The US engagement was reaffirmed by the secondment of another senior US diplomat to the position of the Deputy Special Coordinator. Michael C. Mozur began his tenure in August, replacing John Riddle, who returned to Washington DC and now directs the Office of Performance Planning at the US State Department.

distributed to a network of professionals working on media development in South Eastern Europe - within international organisations, Ministries of Foreign Affairs and member organisations of the Stability Pact. In cooperation with the Working Groups, the executive secretary discussed the need for media reform, particularly legislation and regulation, with local authorities and international organisations involved. During the Special Co-ordinator's visits to the region, he raised various issues of concern with governments of Moldova, FYR Macedonia, and Croatia.

The Media Task Force continued to endorse project proposals which enhance regional cooperation between media outlets, improve media legislation, and/or promote quality productions of television programmes. During 2004, 15 projects were funded by international donors within the Stability Pact framework. These include the production of television programming and documentaries addressing corruption, reconciliation, youth culture, social issues and the post-war separation of communities. In addition, the MTF supported the cross-border exchange of television programmes to enhance information-sharing, and closely cooperated with the European Commission on the development of support to television production under the CARDS regional program.

WORKING TABLE ON DEMOCRATISATION AND HUMAN RIGHTS

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During 2004, the Media Task Force prepared, together with the working groups and relevant organisations, an *Overview of Media Support to South Eastern Europe*, as well as country-by-country reports on support to the media. The executive secretary continued to update the monthly Media Legislation Matrix. In addition, the MTF helped to coordinate, support and advise donors on their media assistance. In particular, the executive secretary discussed future strategies for media support with several development agencies and Ministries of Foreign Affairs. MTF also continued to cooperate with the European Commission's External Relations Directorate-General and EuropeAid on media assistance under the CARDS program.

Extensive discussions were held at both the MTF meeting in May and the Portoroz Working Table meeting in June about the media's role in fuelling the March violence in Kosovo. The Stability Pact Secretariat called upon donors to make a particular effort to establish quality control mechanisms with regard to the various projects and media outlets they are funding. The task force agreed to invite Kosovar journalists to engage more widely in an exchange amongst professional peers and to study more closely the mechanisms and instruments of self-regulation applied elsewhere in SEE. During the year, the executive secretary and the Stability Pact Secretariat explored the possibility of establishing a Working Group within Kosovo as well. This approach, unlike other existing or planned efforts in Kosovo, would convene both international and local media experts around the same table.

During the MTF meeting in May, participating organisations also discussed the position of public broadcasters, the reform of libel legislation, and strategies regarding the channelling of media assistance funds to the SEE media. In November, the MTF discussed the European Commission's (EC) future media policy towards SEE.

Despite the overall international effort, the region's media landscape continues to be problematic, and bringing up media legislation standards to the level of Western European principles remains a difficult task. Controversy remains over the public service broadcasters in Serbia, Bulgaria and Moldova, and some basic legislative reforms are outstanding in the FYR Macedonia and Albania. The passage of the Macedonian broadcast legislation remains outstanding, despite the efforts to provide expertise and despite the high-level joint inquiries sent by the Secretary General of the Council of Europe, the SC of the Stability Pact, and the Head of the OSCE Spillover Mission to Skopje.

Given that international donor funds are decreasing, or are being replaced by loans, it is increasingly crucial that the current efforts are coordinated. Following a request by donors, the executive secretary distributed a strategy paper entitled *"Support to Media in SEE, Strategy 2005-2007"* in October, discussing both an overall strategy and country-specific recommendations. The efforts under the MTF will continue with dynamism despite the fact that Parliamentary Cooperation will replace Media development as one of the six Stability Pact

core objectives from 2005 onward.

*LOCAL DEMOCRACY AND CROSS
BORDER COOPERATION (CORE OBJECTIVE)*

The Local Democracy and Cross-border Cooperation Task Force (LODE! CBC) continued to coordinate the work of both international and local actors to underpin regional cooperation in SEE, with a view to strengthening local democracy through local governance reform. Together with its key partners, the Council of Europe, the Network of Associations of Local Authorities of South Eastern Europe (NALAS), the Association of Local Democracy Agencies (ALDA), and international NGOs, such as the EastWest Institute (www.iewe.org) and the Open Society Institute, the task force also sought to enhance cross-border cooperation, economic convergence, capacity building, as well as social cohesion and citizens participation.

The task force provided political support for the development and implementation of

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concrete local and regional cross-border activities relating to trade, economic development, educational, cultural and social programmes, and for addressing key political obstacles to cross-border cooperation. In addition, the task force promoted capacity building projects in the framework of NALAS through education and training programmes, partnerships, and the transfer of "transformation experience" from the new Central European EU member states, at both local and national levels of government.

Throughout the year, the LODE/CBC task force closely coordinated the activities of the various international organisations, national development agencies, international NGOs and regional partners. One main outcome of the coordination effort was the approval of the NALAS Action Plan for 2004-2007 in March, and the transformation of NALAS from a network to an official association during the 11th Plenary Session of the Congress of Local and Regional Authorities of the Council of Europe in May. The NALAS Secretariat, the activities of which have been handled on a rotational basis by countries of the region since May, began to prepare for a transfer of its activities from Strasbourg to South Eastern Europe.

During the year, the Stability Pact Secretariat assisted the Council of Europe in preparing a comprehensive concept paper for a regional ministerial conference on local and regional democracy, held in Zagreb in October. Organised by the Council of Europe, the Stability Pact, and the Government of Croatia, the conference achieved the first joint political agreement by ministers of the region to improve governance on a local level.

Through a Memorandum of Understanding, the region's governments adopted a clear commitment to reform public administration procedures and to eventually transfer more competencies to regional and local levels. They pledged to implement comprehensive domestic work programmes - so called "*Work Programmes /or Better Local Government*" - which will extend to capacity building, fiscal decentralisation, local economic development and social cohesion.

The conference also provided an opportunity to conduct a dialogue between central governments and representatives of the national associations of local authorities, as well as civil society and NGO representatives.

In a joint effort with international and local partners, and in particular with the East West Institute, the Stability Pact Secretariat continued activities regarding various existing Euro-Regions, such as the South Adriatic, Sava-Drina-Majevica and the Presevo-Kumanovo-Gjilane/Gjilan microregions. It also worked on preparing the establishment of the Ohrid-Prespa microregion, which will be officially inaugurated in December 2004. Furthermore, the pilot programme for mapping donors' contribution on local government issues - prepared by the Stability Pact Secretariat, OSI/LGI and OECD - has proved successful and further implementation of the project is currently underway.

ADDITIONAL ACTIVITYAREAS

In an attempt to focus more international and regional attention on the role of parliaments, a senior advisor was commissioned by the Stability Pact Secretariat to prepare a comprehensive strategy for increased Stability Pact involvement in the area of SEE Parliamentary Cooperation. The German government supported the information gathering process on the needs of various parliaments in the region, and in preparing a long-term strategy on how parliamentary cooperation could be promoted and supported by the Stability Pact.

The senior consultant and the Stability Pact Secretariat held discussions with partners both within and outside the region, and the plans were presented at several high-level conferences, including the conference of the Presidents of SEECP Parliaments in March, the Summit of Heads of State and Governments of the SEECP in April, and a conference of the Parliamentary Troika (European Parliament, OSCE, Council of Europe) in November.

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The initial findings were presented during the Portoroz Working Table meeting, and a complete report was delivered to the Working Table meeting in Skopje in November. According to the report there remains a strong need to increase efficiency within parliamentary offices, and the strengthening of the regional dimension could bring about tangible changes. Therefore, the activities of various international organisations, governments and NGOs - such as the EastWest Parliamentary Practice Project (www.ewppp.org) and the East West Institute - should be coordinated, and the emphasis should be placed on activities of regional nature, the report concludes.

From these findings, the Stability Pact Secretariat envisions focusing the Stability Pact's attention towards:

Furthermore, it is also envisaged that a website portal will be created to serve as a central platform for information-sharing between parliaments and the partners involved in parliamentary projects. The parliamentary cooperation initiative will endeavour to bring a parliamentary dimension to the work of all the existing Stability Pact task forces.

The Stability Pact Secretariat also continued to coordinate the activities of the region's governments with regard to the "Education Reform Initiative of South Eastern Europe" (ERI SEE), which had been established in the framework of the Task Force on Education and Youth. Throughout the year, the task force focused on establishing a secretariat which would work on regional capacity building in the field of education and training, and would assist SEE education ministries in the implementation of European Union standards. The Croatian government successfully applied to host the secretariat, and the office was opened in Zagreb in November.

The work of the task force continued to be guided by the Joint Action Plan of May 2003, in which ministries from the region identified nine priority areas for education development and reform. These include the harmonisation of relevant legislation and curricula with EU standards, the decentralisation of education management and administration, the development of life-long learning strategies, as well as the widening of access to quality education. The task force also organised several capacity-building activities, including a regional expert seminar in the field of lifelong learning strategies, and in the field of human rights education. The OECD-led project entitled "Education Development for Disabled and At Risk Students" was also successfully continued and entered into its second phase of implementation.

The Stability Pact Secretariat also continued to support the Gender Task force (GTF) which sought to advance gender equality throughout SEE. In the framework of the Stability Pact and the SEECP, the Assembly of FYR Macedonia, the GTF and the International Institute for Democracy organised the "3rd Conference of Women Parliamentarians of South Eastern Europe" in June. Through the cooperation of the GTF with the Norwegian People's Aid and OSCE Missions in Serbia-Montenegro and FYR Macedonia, training activities continued to focus on capacity building for women in

The secretariat consists of a Governing Board of SEE ministry representatives and a Consultative Body including representatives of the Council of Europe, OECD, European University Association (EUA), the European Training Foundation, the European Commission, donor countries and institutions contributing to the ERI SEE, as well as additional education experts.

Promoting the harmonisation of legislation with EU standards; Enhancing the exchange of information on parliamentary cooperation activities; Developing links between committees of different parliaments dealing with similar issues;
Institutionalising training programmes for newly elected MPs and parliamentary staff;
Promoting twinning between parliaments (within the region and between SEE and EU parliaments, especially new EU member states);

Supporting networks of women and young parliamentarians.

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political parties, and in local decision-making positions. Several national advocacy campaigns were conducted and hundreds of women were trained.

The "SEE Women's Parliamentary Caucus" project - which connected women MPs in Montenegro, FYR Macedonia and Bosnia-Herzegovina - successfully closed in May 2004. Meanwhile, the "Social Dialogue-Empowerment of Women in Trade Unions" project - which holds field seminars - began in Bosnia-Herzegovina and Montenegro in January, and held "national strategic sessions" in June. The task force also sought to initiate social dialogue on gender issues, and in June, it secured funding to hold a regional consultative meeting to redefine the regional gender equality strategy. In September, preparations were started for a new regional project for Roma women. In

addition, the GTF continued its cooperation with its institutional partners, and coorganised a number of major conferences and seminars throughout the year.

Regarding the Ombudsman Initiative, a Regional Conference of SEE Ombudsman Institutions was held in Belgrade in September. The meeting was organised by the Stability Pact Secretariat, the Eudomia Project of the Greek Ombudsman, the OSCE Mission in Serbia-Montenegro, and the Ministry of Local Self Government of the Republic of Serbia, and discussed the responsibilities and challenges facing the ombudsman institutions in the SEE region as well as prospects for future regional cooperation.

WORKING TABLE UNECONOMIC RECONSTRUCTION, DEVELOPMENT AND COOPERATION

The key goal of Working Table II is to facilitate sustainable economic development through modernising infrastructure, particularly energy and transport, as well as through trade liberalisation, and investment promotion. A particular aim is to ensure that both the countries of SEE and the international community take a regional strategic approach to economic development in order to make full and effective use of the available public and private sector financial resources. The Working Table also seeks to ensure that the importance of social cohesion is addressed by all.

ENERGY AND OTHER REGIONAL INFRASTRUCTURE (CORE OBJECTIVE)

In the field of energy, the Stability Pact is fully involved in the development of a regional energy market, under the initiative known as the Energy Community in South Eastern Europe (ECSEE). The European Commission leads this process and the Stability Pact Secretariat's role is a complementary one that seeks to ensure regional political support and ownership, to promote a common strategy among the donors, and to encourage private sector involvement to foster restructuring and investment in this sector.

Throughout 2004, the Stability Pact Secretariat promoted the implementation of two Athens Memoranda of Understanding signed earlier by SEE governments, and it actively supported the decision of the European Council in June to grant a mandate to the European Commission to negotiate a legally binding agreement with the participating SEE countries.

Formal negotiations on the treaty were launched in July and the Commission and the participating governments hope to reach agreement on the key provisions of the text by the end of 2004, and to progressively open electricity and gas markets in the coming

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years. In the course of the process, SEE governments will adopt all relevant EU directives on energy and environment, and hope to undertake comprehensive modernisation projects with the help of international financial institutions (IFIs), and foreign investors. Once EU standards are implemented, SEE countries will also gain access to the EU's internal energy market, irrespective of the status of their membership negotiations.

In July, prior to the official launch of the negotiation process, the Stability Pact Secretariat organised a meeting of senior advisers to SEE Prime Ministers to highlight the key political issues that would emerge during the negotiations. At the request of the European Commission, the Stability Pact Secretariat also organised, in conjunction with the Romanian Chairmanship of the SEECP, a conference for the region's parliamentarians and social partners to inform them about the ECSEE process.

Held in Bucharest in October, the conference discussed the challenges facing the restructuring of the energy sector, including the costs and benefits of creating a regional energy market in line with the EU's single market and its implications for tariffs and employment. Delegates also examined the technical modernisation needed to ensure the security of energy supply in the region, as well as the reforms necessary to harmonise legislation with the EU's *acquis communautaire*. Over a hundred participants attended the event from the region, together with representatives of IFIs and of ECSEE observer governments.

The Stability Pact Secretariat continued to provide input regarding the draft text of the ECSEE treaty, and participated in numerous high-level working meetings, and political events discussing the plans. Furthermore, it supported the two SEE "Energy Weeks" organised by the European Commission. Hosted by the Greek government in Athens, the events served as forums for a series of meetings by different governing and coordination bodies established under the Athens MoUs.

While the main focus is on the ECSEE process, the Stability Pact Secretariat also undertook activities in support of regional energy issues such as a seminar on the particular needs of the energy sector in Prishtina, Kosovo in May.

The Infrastructure Steering Group (ISG), created under the auspices of the Stability Pact and chaired by the European Commission, continued to be the main coordinating body for activities of the IFIs in support of regional infrastructure. A High Level Meeting of the ISG in February reaffirmed the support of all members for the Group and expanded its mandate to cover environmental infrastructure particularly in the field of water management. The Group also decided to seek new ways to improve the implementation of infrastructure projects in the region such as the proposed co-ordinated approach for transport projects in Albania.

In May, several projects were removed from the list of Regional Infrastructure Projects following their completion, while five new projects were added. The number of current projects totalled 51 at the end of 2004, at a total cost of € 4.1 billion, of which 39, valued at E 3.45 billion, are under construction. In October, the European Commission appointed Michel Peretti as the new Chair of the ISG.

Regarding transport infrastructure, 2004 witnessed the signing in June of a Memorandum of Understanding on the Core Transport Network by the five SAP countries and UNMIK/ Kosovo. This MoU summarises an agreed regional strategy for this key infrastructure sector that has been developed by the ISG and the SEE countries over the past two years, based on the EC-funded study on regional transport infrastructure in the Western Balkans.

In July, the Stability Pact Secretariat brought together partners to work in an informal task force on Public Private Partnerships (PPPs), in order to gain a better understanding of the potential PPP environment and to expedite the use of PPPs in the region. The task force will seek to promote the implementation of pilot projects in different infrastructure

sectors and in different SEE countries. Task force members *were* drawn from IFIs and the business community and work is underway to develop a shortlist of potential projects. As part of the Stability Pact's mandate to facilitate resolution of project implementation issues, the Stability Pact Secretariat also participated in joint field missions with the European Investment Bank and the EBRD - most recently to Bosnia-Herzegovina in July, in order to study the problems in the implementation of specific infrastructure projects.

TRADE AND INVESTMENT (CORE OBJECTIVE)

In the field of trade, the Trade Working Group (TWG) continued to be the key forum to implement the regional strategy for trade liberalisation, as set out in the Trade Memorandum of Understanding of June 2001. The TWG provides a forum for coordination among senior trade policy officials from the SEE countries, the European Commission, World Bank, World Trade Organisation and several bilateral donors. During 2004, the TWG held three

meetings - in Budapest (March), Brussels (July) and Belgrade (October) - reviewing progress on the ratification and implementation of the 28 free trade agreements.

The year also saw considerable progress on the EC-funded project to assist SEE countries to identify and eliminate non-tariff barriers that was launched at the request of the TWG. The joint OECD-Swedish International Development Agency (www.sida.se) project to promote and liberalise trade in services was completed in June and follow-up to this important project will now be undertaken through another EC/CARDS project. Throughout the year, a range of workshops and seminars were held under Stability Pact auspices to promote the FTA process.

In the autumn, the Stability Pact Secretariat led the preparation of the TWG's Strategy and Action Plan for 2005, and the first draft was discussed at the Belgrade meeting. The Plan focuses on full implementation of the FTAs, eliminating selected non-tariff barriers, promoting trade in services and further harmonisation of the FTAs. In addition, the TWG will also prepare options for future direction and management of the trade liberalisation process in the region for review and agreement at a ministerial meeting in 2005. One of the options under active consideration is to move to a single, multilateral free trade agreement as a way of fully exploiting the opportunities offered by the regional trade liberalisation process. Throughout the year, SC Busek raised the issues of delays in ratification and implementation with several SEE governments, and continued to promote the benefits of the FTA process to the domestic and international business community.

In the field of investment facilitation, under the leadership of the OECD, the Investment Compact (IC) continued to undertake a range of activities including technical assistance, promotional events and the development of institutional structures. A key concern of the IC was to ensure that the countries implemented the agreed reforms designed to improve the investment climate. An independent evaluation of the Investment Compact (www.investmentcompact.org) was carried out and the final report, published in July, highlighted the positive impact of the initiative on the investment climate to the region, including the investment flows and the employment generation impact.

The key political event under this initiative was the ministerial conference in Vienna in July, during which SEE governments endorsed a political declaration to improve investment climate. Among others, the region's governments promised to reduce administrative burdens for company registration and licensing, and undertook to facilitate appeals procedures and information exchange, as well as to strengthen institutional capacity at central and local government level. The Vienna conference also featured a business forum, and a ceremony to present the "South East Europe International Investors of the Year" awards. In addition, the IC's regional chairmanship was handed over from Romania to Bulgaria.

Private sector involvement in the IC has been strengthened through the activities of the Foreign Investors Councils that have been established, or are in the process of being established, in each of the countries. Several of these councils have produced "White Books" on the investment climate in their respective countries and have presented these to governments as their input into policy development. Together with the Friedrich Ebert Foundation, the Investment Compact also organised, in September, a conference to highlight the role of parliamentarians in implementing economic reforms. The need to ensure that MPs and local government representatives are better informed regarding economic development issues is emerging as an important topic across several Stability Pact initiatives and will be followed-up.

In addition, the Trade Working Group and the Investment Compact, the Stability Pact Secretariat also worked closely with the Business Advisory Council (BAC). The BAC held four meetings in 2004 - in Sofia, Bled, Istanbul and Zagreb. It also organised business missions to Chisinau (21-22 October) and Tirana (14-15 November) to enhance a direct exchange of views between the public and private sector on the investment climate in individual countries. In 2004, the BAC institutionalised its partnership with the network of Foreign Investors Councils, as well as SECIPRO committees (trade and transport facilitation bodies) in the region.

ADDITIONAL ACTIVITY AREAS

The Stability Pact's strategy and approach for its Initiative for Social Cohesion (ISC) was revised substantially during 2004. The initiative sharpened its focus and redefined its overall mission statement, establishing concrete objectives for its five areas of activity - employment, social dialogue, social protection, housing, and health. A newly created Advisory Group consisting of the Co-chairs, representatives of the leaders of each sector and the Stability Pact Secretariat now guides the overall strategy and approach for the initiative.

The ISC has made progress in each of the sectors under its responsibility. Work in reviewing national employment policies as agreed during the Bucharest Ministerial Meeting on Employment in 2003 continues under the leadership of the Council of Europe and the International Labour Organization. Several countries have submitted reports and Albania and Croatia are being subjected to an in-depth peer review. In the health sector, national plans for food quality and safety have been agreed and in many cases endorsed, while new projects in areas such as blood safety have secured funding. The Health Network has commenced detailed preparatory work for the Ministerial Meeting on Health planned for 2005.

While social dialogue is still weak in SEE, the ISC's activities in this area are achieving results as evidenced by the outcome of the third joint meeting of the European Trade Union Confederation Balkan Forum (www.etuc.org) and the South East European Employers' Forum that took place in Sofia in October. A series of consultative meetings cumulating in a joint forum brought together unions and employers to discuss how to further strengthen social dialogue in the region, and in particular how to settle labour disputes. In the field of social protection, the Stability Pact Secretariat supported the establishment of the EC funded regional coordination centre for social policy issues in Skopje.

The progress made under the Housing and Urban Management umbrella (inherited from Working Table III's MARRI initiative) was highlighted at a high level conference on the issue of informal settlements in SEE in Vienna in late September. Ministry representatives from Albania, FYR Macedonia, and Serbia-Montenegro signed a declaration, reaffirming their commitment to formalising existing informal settlements and to facilitating access to education, health care and infrastructure services.

In addition to the ministerial meeting, the conference also included workshops and seminars involving governments, NGOs, practitioners, and academics, where wideranging discussions allowed participants to

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share best practice on issues affecting housing in the region and to agree on a number of common activities.

In line with the conclusions of the plenary meeting of Working Table 11 in Tirana in December 2003, the Stability Pact Secretariat worked to stimulate cooperation and synergies among its "classic" economic development activities and its social cohesion activities. Together with the OECD, the Irish EU Presidency and the Romanian SEECF Chairmanship, the Stability Pact Secretariat co-organised an international conference on enterprise development and employment generation in Bucharest in May. The conference discussed the social consequences of market restructuring, as well as the necessary steps to improve the business climate. It emphasised the need to bring about a vivid change in South Eastern Europe, establishing a culture of entrepreneurship and SME development, combined with improved employment, education and training policies.

One of the key conclusions of the conference was that a more comprehensive, horizontal approach is needed to stimulate entrepreneurship and to attract investment to individual regions throughout SEE, as well as to address the problems created in the region by substantial industrial restructuring. The conference agreed that the development of a template of practical implementation measures on regional development strategies, including strategies to deal with industrial restructuring, would be constructive and useful.

As part of the process of implementing this recommendation, the Stability Pact Secretariat, in cooperation with the Investment Compact, the OECD and the government of FYR Macedonia, held a one-day seminar in early November on local

aspects of enterprise development and employment generation. This seminar emphasised the importance and value of community based approaches to this issue, particularly when a region is affected by industrial restructuring. A series of practical measures to facilitate the implementation of such an approach were

discussed and the organisers will now seek to incorporate these into a template of best practice activities that can be used by all stakeholders.

During 2004, the Regional Environmental Reconstruction programme continued the process of developing and implementing environment related legislation and practices in SEE in line with EU directives and standards. The Regional Environmental Center (REC) Secretariat in Hungary provides on-going technical support to the various countries, and in particular has developed an initial overview of some of the investment - requirements in the SEE environment sector.

After the completion of the parliamentary ratification process in Bosnia-Herzegovina, Croatia, Serbia-Montenegro and Slovenia, the Stability Pact Secretariat participated in a ceremony establishing the Sava River Commission in Belgrade in June. The multilateral treaty establishing the Commission, the seat of which is in Zagreb, was signed in Kranjska Gora (Slovenia) in December 2002. It introduces a comprehensive river basin management concept addressing the needs of navigation, sustainable water management, hydroelectricity and environmental protection. The Sava countries signed legal documents, which state that the Republic of Slovenia will serve as depositary for the Sava Commission's legal instruments.

WORKING TABLE ON SECURITY ISSUES

In 2004, Working Table III continued to work on its core objectives, the fight against organised crime and managing population movements. It also continued efforts in security and defence related issues (core areas of activity) including defence conversion and weapons control, as well as border management, and disaster preparedness. The Working Table meeting in Portoroz in June focused on fighting organised crime and corruption as well as military conversion, while a separate cross-table discussion was held on issues of migration.

FIGHTING ORGANISED CRIME (CORE

OBJECTIVE)

In this area, the Stability Pact Secretariat continued to focus on capacity building, awareness raising and legislative reforms in the framework of the Stability Pact Initiative against organised crime (SPOC). Together with the Police Forum, SPOC continued to facilitate result-oriented dialogue between local, regional and international agencies. In an attempt to promote the implementation of the 2002 "London Statement on Defeating Organised Crime in SEE" and the related conclusions of the EU-Western Balkans Summit (Thessaloniki 2003), SPOC engaged in political advocacy to help SEE governments to formulate relevant strategies, and to improve regional cooperation on criminal matters.

Following the SEECP Justice and Home Affairs ministerial conference in Bucharest in May, which agreed to the Romanian Chairmanship's proposal to launch a joint campaign to fight organised crime and corruption, the Stability Pact Secretariat provided assistance to this campaign through intensified cooperation among its network of legal, law enforcement and judicial experts and practitioners. Among others, it worked on facilitating a closer cooperation with Europol and Eurojust. Meanwhile, the Stability

Pact's related initiatives assisted to the design of a database and assessment methodology for the SEECP campaign.

SC Busek urged governments to implement the UN Convention against Trans-national Organised Crime (Palermo TOC) and to design adequate mechanisms in this area. The Stability Pact Secretariat continued to closely monitor developments regarding the implementation process and raised awareness about the status of implementation at various ministerial and working level meetings both within and outside the region. The Stability Pact Secretariat also continued to facilitate dialogue between the Bucharest-based Regional Center for Combating Trans-Border Crime and other law enforcement agencies, particularly Europol, with the aim of increasing formal operational exchanges on organised crime investigations. In September, SC Busek welcomed the EU's expert-level assessment, which aimed at evaluating the Center's contribution to fighting organised crime in the region, as well as its compatibility with similar efforts by existing European Union mechanisms.

During the year, the Police Forum continued to work on specialised projects - among others, a series of trainings for senior police officers, the Stolen Vehicle Project, the antidrug networking, the border checkpoints projects, as well as the so-called Organised Crime Training Network (OCTN). OCTN aims at training middle-ranking officers of specialised organised crime units in SEE, focusing on capacity-building and network creation. Meetings were held in Vienna (June), Brussels (July) and Zagreb (September) to prepare the launching of the initial phase of the OCTN project. Close coordination and cooperation with the Association of the European Police Colleges (AEPIC) - a partner in this endeavour - and the Association of the Police Chiefs in SEE (SEPCA) was ensured.

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The report concluded that the Center, which supports joint trans-border crime fighting efforts through liaison officers, played a major role in developing law-enforcement cooperation, and had contributed to the stabilisation of the region's security situation. The independent evaluation also said that the Center has the potential to become a regional office for Europol. In order to achieve that, the participating states should make more systematic use of the Center as an instrument for regional law enforcement operations.

In the first half of the year, the Stability Pact Task Force on Trafficking in Human Beings worked on promoting the implementation of the statements on commitments signed by SEE ministers in Palermo (2000), Zagreb (2001) and Tirana (2002). Following the appointment of Helga Konrad, Chair of the Stability Pact Task Force on Trafficking in Human Beings, as OSCE Special Representative on Combating Trafficking in Human Beings, the Stability Pact Task Force was gradually disbanded. The Stability Pact Secretariat welcomed the appointment, and began cooperating with the new structure, while at the same time, undertaking a refocusing its activities to lawenforcement aspects.

In 2004, the Stability Pact Secretariat assisted the establishment in March of the Sarajevobased secretariat for the Stability Pact Anticorruption Initiative (SPAI), which was created to provide expertise for the design and implementation of national anticorruption strategies.

MANAGING AND STABILISING POPULATION MOVEMENTS (CORE

OBJECTIVE)

In 2004, the Stability Pact's Migration, Asylum and Refugee Return Initiative (MARRI) gradually moved under the auspices of the SEECP. The overall goal of the initiative has been to achieve a common framework for a comprehensive and streamlined regional action by participating governmental and civil society actors, as well as international organisations. By establishing the MARRI Regional Forum in April and signing a Memorandum of Understanding in July, the governments of Albania, BosniaHerzegovina, Croatia, FYR Macedonia, and Serbia-Montenegro took full responsibility for implementing MARRI's objectives jointly.

The Stability Pact Secretariat provided assistance through fundraising and policy guidance in the establishment of the Regional Secretariat in Skopje. The secretariat was opened on 18 November, one day prior to the Skopje

Regional Table meeting. Discussions between SC Busek and the Albanian government, representing the Presidency of the MARRI Regional Forum subsequently concluded that the Stability Pact Secretariat would continue to provide political support for the issues of concern to the Regional Forum. It was also decided that the Stability Pact Secretariat would actively participate in the meetings of the "Friends of the Regional Forum" which had been created to provide recommendations regarding the Forum's activities.

The Stability Pact Secretariat provided guidance throughout the year to participating governments on pressing issues pertaining to remaining refugees and internally displaced people, promoting a gradual move toward a broader approach of non-discriminatory access to rights and citizenship. The so-called "Access to Rights" initiative identifies weaknesses and gaps in the national legal frameworks, and seeks to establish consultation mechanisms between state and non-state actors. It advocates that governments should accord "unimpeded and non-discriminatory access" for all refugees and displaced citizens to their property rights and social rights as well as health, education, employment and citizenship rights. The Office also worked on encouraging the creation of sustainable national and regional mechanisms for monitoring and reporting on relevant progress.

The Stability Pact Secretariat also worked on establishing a related Regional Information Exchange (RIE) programme, which aims to fill gaps in information management and cross-border information exchange, as well as data protection. In addition, SC Busek

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welcomed the initiative of OSCE, UNHCR and EU offices in the region to jointly assist governments of Bosnia-Herzegovina, Croatia and Serbia-Montenegro in finding solutions to remaining refugee issues, and pledged to support their work in the future.

ADDITIONAL ACTIVITY AREAS

In 2004, the Stability Pact Secretariat increased its activities in the area of security sector reform, and particularly defence conversion. The Stability Pact Secretariat participated in a conference of SEE Ministers of Defence in April in Sarajevo, and in cooperation with NATO, it worked on facilitating programmes to assist the conversion of military bases to civilian use, and to support the transition to civilian life of discharged military personnel. The Stability Pact Secretariat closely cooperated with all international partners in this area, including UNDP, OSCE, the International Organisation for Migration, the Geneva Center for the Democratic Control of Armed Forces (www.dcaf.ch), and the Bonn International Center for Conversion (www.bicc.de). It also initiated a dialogue with international financial institutions on future project financing. SC Busek also discussed the issue of defence conversion and the Ohrid Border Process with the NATO Secretary General Jaap de Hoop Scheffer in September.

During the year, the Ohrid process on border management and security entered the implementation phase, and the participating governments prepared national reports on the harmonisation of border management practices with EU standards. The second review meeting on progress in the development of an integrated border management system was held in Tirana in October, attended by all participating governments as well as the Stability Pact Secretariat, the European Commission, OSCE and NATO. Developments during the year confirmed that all participating countries made significant progress on the path designated by the Ohrid "Way Forward

Document" in 2003. All countries started to bring their national legislations in line with the commitments undertaken in Ohrid, in particular regarding legislation on civilian border authorities and related laws on foreigners and asylum.

The collection of small arms and light weapons (SALW) also stayed firm on the agenda. Supported by the European Commission, the South Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (www.secsac.org) continued to play a central role in the Stability Pact's work on SALW issues. According to a joint Stability Pact/ UNDP/ and donor assessment, SEESAC remained the leading actor in the field of combating the threat of uncontrolled and excess SALW in the region. Meanwhile, the Regional Arms Control Verification and Implementation Assistance Center (RACVIAC) concentrated its activities on providing a regional forum for more comprehensive discussions on

ANNEX XXVIII

- political military issues, and the retraining of discharged military personnel.

The Disaster Prevention and Preparedness Initiative (DPPI) continued to facilitate cooperation and coordination between regional governments and participating organisations such as the International Federation of Red Cross and Crescent Societies (www.ifrc.org), the UN Office for the Coordination of Humanitarian Affairs (<http://ochaonline.un.org>), the Office of the High Representative in Bosnia-Herzegovina, UNDP, NATO, OSCE, the EuropeanMediterranean Seismological Centre and the EastWest Institute. A number of training events on core DPPI issues were held, and a joint fire-fighting exercise was organised between Bosnia-Herzegovina, Croatia and Serbia-Montenegro in May. DPPI also continued to support the countries in establishing a legal framework for border crossings to ensure rapid disaster or humanitarian assistance.

ANNEX XXIX

UNMIK Executive Decision No. 2000/2
dated 2 June 2000

On the Closing of Offices of Dita Newspaper

EXECUTIVE DECISION NO. 2000/2

ON THE CLOSING OF OFFICES OF *DITA* NEWSPAPER

By the authority vested in the Special Representative of the Secretary-General pursuant to the United Nations Security Council resolution 1244 (1999) of 10 June 1999 and the Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK),

Recalling that the Special Representative of the Secretary-General has the power and the duty under Security Council resolution 1244 (1999) to maintain civil law and order, and to protect human rights, including the right to life,

Noting that, in the present circumstances in Kosovo, the article entitled "*When Petar becomes Peter?*" published in the 27 April 2000 issue of the newspaper *Dita*, put the subject of the article, Petar Topoljski, at risk of life from vigilante violence, particularly by the inclusion of personal details in the article including his name, family details, place of work and movements,

Noting further that Petar Topoljski was, in fact, killed shortly after publication of the article "*When Petar becomes Peter?*",

Noting further that the editor of *Dita* subsequently stated in an open letter to the Special Representative of the Secretary-General, published on 19 May 2000, that *Dita* would continue to publish the names of individuals it considered to be "involved against Albanians" in a similar pattern which would inevitably put such persons at risk of life from vigilante violence, and furthermore threatened to likewise put at such risk members of the international community whom *Dita* deemed to "stand behind" those individuals,

Considering that with the 27 April 2000 article and the 19 May 2000 open letter, *Dita* and its editors violated the letter and spirit of Security Council resolution 1244 (1999), and taking into account the views of the Deputy Special Representative of the Secretary-General for Institution Building as expressed in his letter of 2 June 2000 to the Special Representative of the Secretary-General,

It is hereby decided as follows:

Section 1

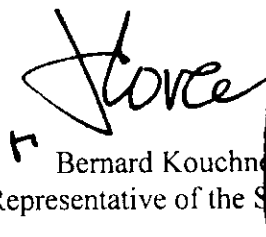
The Special Representative of the Secretary-General hereby orders the temporary closure of *Dita* offices in the Media House in Pristina for eight days.

Section 2

The closure hereby ordered shall be effected by the Commissioner of Police.

Section 3

This Decision is effective immediately.

A handwritten signature in black ink, appearing to read 'Kouchner', with a stylized flourish at the end.

Bernard Kouchner
Special Representative of the Secretary-General

ANNEX XXX

UNMIK Executive Decision No. 2002/6
dated 17 July 2002

On the Registration of Privately Operated Vehicles
in Kosovo by Members of the Kosovo
Serb Community

UNMIK/ED/2002/6
17 July 2002

EXECUTIVE DECISION NO. 2002/6

**ON THE REGISTRATION OF PRIVATELY OPERATED
VEHICLES IN KOSOVO BY MEMBERS
OF THE KOSOVO SERB COMMUNITY**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to the United Nations Security Council resolution 1244 (1999) of 10 June 1999 and the Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK),

In accordance with agreement reached for implementation of the commitments contained in the UNMIK – Federal Republic of Yugoslavia (FRY) Common Document dated 5 November 2001,

It is hereby decided as follows:

Section 1

Members of the Kosovo Serb Community who are habitual residents of Kosovo shall be exempt from the established fees for the initial registration of privately operated vehicles in Kosovo provided that the following conditions are observed:

- (a) The vehicle concerned must be duly registered by the competent FRY authorities, irrespective of the date of registration which may be after June 1999;
- (b) An applicant must submit a valid vehicle registration document issued by the competent FRY authorities and all documents for the temporary registration of privately operated vehicles in Kosovo required under the applicable law and related procedures; and
- (c) A valid vehicle registration document duly issued by the competent FRY authorities, third party liability insurance certificate and the applicant's UNMIK civil registration ID card must contain the same name which shall be the name of the person who is the owner or holder of the vehicle.

Section 2

The FRY vehicle registration document shall be considered valid if issued by the competent FRY authorities in the territory of the FRY other than Kosovo. Any vehicle registration documents issued or extended by any governmental structures in Kosovo that are not authorized to exercise administrative functions in Kosovo shall not be recognised as valid. In this context, any habitual resident in Kosovo in possession of vehicle registration documents which are not recognized as valid shall be entitled until 31 December 2002, on relinquishing such documents to the competent authority in Kosovo, to receive KS vehicle registration license plates and registration documents without paying the established fees.

Section 3

The competent governmental authority in Kosovo reserves the right to verify through UNMIK with the appropriate FRY authorities the validity of any documents submitted under section 1.

Section 4

Upon the issuance of a new KS vehicle registration document and KS vehicle license plates to the person concerned, the FRY vehicle registration document and FRY vehicle license plates shall be returned to that person who, for a transitional period ending 17 July 2003, may keep them in his/her possession for use outside of Kosovo. Starting from 18 July 2003, the FRY vehicle registration document and FRY vehicle licence plates will be collected and retained by the competent authority in Kosovo at the time of issuance of KS vehicle license plates and registration documents.

Section 5

Except as otherwise specified in this Executive Decision, the general requirements for the temporary registration of privately operated vehicles in Kosovo shall apply.

Section 6

Vehicles duly registered by the competent FRY authorities which are brought to Kosovo shall be exempt from excise and value added taxes. This exemption shall apply until 31 December 2002 unless extended by law.

Section 7

This Executive Decision shall enter into force on the date of signature.

Signed on this 17th day of July 2002.

A handwritten signature in black ink, appearing to read "Michael Steiner". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Steiner".

Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXI

UNMIK Executive Decision No. 2002/10
dated 11 September 2002

On Setting Aside of a Decision of the Municipal
Assembly of Gjakove/Djakovica of 17 April 2002



UNMIK/ED/2002/10
11 September 2002

EXECUTIVE DECISION NO. 2002/10

**ON SETTING ASIDE OF A DECISION OF THE MUNICIPAL ASSEMBLY
OF GJAKOVE/DJAKOVICA OF 17 APRIL 2002**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

Taking into account Chapter 4 of the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 May 2001),

Taking into account also sections 47.2 and 48.3 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo,

Having considered a communication from the Municipal Administrator of Gjakove/Djakovica, dated 17 April 2002, regarding a decision of the Municipal Assembly of Gjakove/Djakovica, dated 17 April 2002, adversely affecting the rights of the Serbian Orthodox parish in respect of the cadastral parcel No. 1001 in Gjakove/Djakovica,

It is hereby decided as follows:

Decision:

The said decision of the Municipal Assembly of Gjakove/Djakovica shall be set aside and be without effect. Accordingly, the *status quo* shall be maintained.

Signed on this 11th day of September 2002.

Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXII

UNMIK Executive Decision No. 2002/15
dated 6 December 2002

On the Extension of Accreditation of and
Renaming the Higher Education Facility
in Mitrovica

UNMIK/ED/2002/15
6 December 2002

EXECUTIVE DECISION NO. 2002/15

**ON THE EXTENSION OF ACCREDITATION OF AND RENAMING
THE HIGHER EDUCATION FACILITY IN MITROVICA**

By the authority vested in me as the Special Representative of the Secretary-General under United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

Taking into account UNMIK Administrative Direction No. 2002/2 of 14 February 2002 Implementing UNMIK Regulation No. 2000/11 on the Establishment of the Administrative Department of Education and Science, in particular sections 1.1, 1.2 and 2.1 thereof,

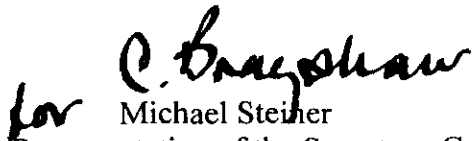
Acting in conformity with sections 4.4 (b), 4.4 (j), 4.6 and 8.1 (a) of the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 May 2001),

It is hereby decided as follows:

Decision:

Provisional accreditation of the higher education facility in Mitrovica, referred to in UNMIK Administrative Direction No. 2002/2 and hereby renamed as the "University of Mitrovica", shall be extended with effect from 31 August 2002 until 31 August 2003. If the University of Mitrovica is accredited earlier by the Ministry of Education, Science and Technology in accordance with provisions to be set out in legislation governing higher education in Kosovo, such accreditation shall replace this provisional accreditation.

Signed on this 6th day of December 2002.


for Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXIII

UNMIK Executive Decision No. 2002/16
dated 18 December 2002

On the Refusal of the Gjakova/Djakovica
Municipality to Issue Death Certificates
to Ms. Hazbije Geraqina and Mr. Gjergj Hasanaj

UNMIK/ED/2002/16
18 December 2002

EXECUTIVE DECISION NO. 2002/16

**ON THE REFUSAL OF THE GJAKOVA/DJAKOVICA MUNICIPALITY TO
ISSUE DEATH CERTIFICATES TO MS. HAZBIJE GERQINA AND
MR. GJERGJ HASANAJ**

By the authority vested in me pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999,

Pursuant to Section 47.2 of Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo,

Having considered a letter from the Ombudsperson of 22 November 2002 seeking urgent action in relation to the decisions of the Gjakova/Djakovica Municipality to refuse to issue the death certificates of Mr. Slavko Kovac and Mr. Milovan Nikic to Ms. Hazbije Gerqina and Mr. Gjergj Hasanaj respectively,

Considering that Ms. Gerqina has been duly authorized by Mr. Slobodan Kovac, Ms. Vidosava Kovac and Ms. Slavica Radisavljevic to receive the death certificate of Mr. Slavko Kovac and that Mr. Hasanaj has been duly authorized by Ms. Ruzica Nikic to receive the death certificate of Mr. Milovan Nikic,

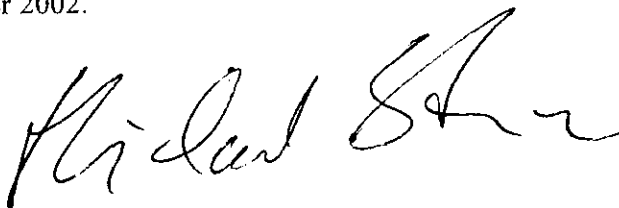
Considering further that the Gjakova/Djakovica Municipality is acting unlawfully in refusing to issue death certificates to Ms. Gerqina and Mr. Hasanaj, since such action constitutes discrimination on grounds of ethnic origin in breach of Section 2 of UNMIK Regulation No. 2000/54 of 27 September 2000 Amending UNMIK Regulation No. 1999/1, as Amended, On the Authority of the Interim Administration in Kosovo and Article 26 of the International Covenant on Civil and Political Rights of 16 December 1966,

It is hereby decided as follows:

1. The Municipality of Gjakova/Djakovica is hereby instructed to promptly take necessary action for the issuance of the death certificate of Mr. Slavko Kovac to Ms. Hazbije Gerqina.

2. The Municipality of Gjakova/Djakovica is hereby instructed to promptly take the necessary action for the issuance of the death certificate of Mr. Milovan Nikic to Mr. Gjergj Hasanaj.
3. The present Decision shall come into effect on the date of signature.

Signed on this 18th day of December 2002.

A handwritten signature in black ink, appearing to read 'Michael Steiner', with a stylized, cursive script.

Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXIV

UNMIK Executive Decision No. 2003/4
dated 22 April 2003

Amending Executive Decision No. 2002/6
On the Registration of Privately Operated Vehicles
in Kosovo by Members of the Kosovo
Serb Community

UNMIK/ED/2003/4
22 April 2003

EXECUTIVE DECISION NO. 2003/4

**AMENDING EXECUTIVE DECISION NO. 2002/6
ON THE REGISTRATION OF PRIVATELY OPERATED VEHICLES
IN KOSOVO BY MEMBERS OF THE KOSOVO SERB COMMUNITY**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and relevant Regulations of United Nations Interim Administrative Mission in Kosovo (UNMIK),

Having issued Executive Decision No. 2002/6 of 17 July 2002 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community,

For the purpose of amending Executive Decision No. 2002/6,

It is hereby decided as follows:

Section 1

Executive Decision No. 2002/6 is hereby amended as follows:

(a) Section 2 shall be revised to read: "The FRY* vehicle registration document shall be considered valid if issued by the competent FRY authorities in the territory of the FRY other than Kosovo. Any vehicle registration documents issued or extended by any governmental structures in Kosovo that are not authorised to exercise administrative functions in Kosovo shall not be recognised as valid. In this context, any habitual resident in Kosovo in possession of vehicle registration documents which are not recognised as valid shall be entitled until 30 June 2003, on relinquishing such documents to the competent authority in Kosovo, to receive KS vehicle registration license plates and registration documents without paying the established fees"; and


* The designation "Federal Republic of Yugoslavia (FRY)" shall be equally understood as "Serbia and Montenegro".

(b) Section 6 shall be revised to read: "Vehicles duly registered by the competent FRY authorities which are brought to Kosovo shall be exempt from excise and value added taxes. This exemption shall apply until 30 June 2003 unless extended by law".

Section 2

This Executive Decision shall enter into force on the date of signature and shall be effective as of 31 December 2002.

Signed on this 22nd day of April 2003.


for Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXV

UNMIK Executive Decision No. 2003/5
dated 30 June 2003

Amending Executive Decisions No. 2002/6 and
No. 2003/4 on the Registration of Privately
Operated Vehicles in Kosovo by Members of the
Kosovo Serb Community

UNMIK/ED/2003/5
30 June 2003

EXECUTIVE DECISION NO. 2003/5

**AMENDING EXECUTIVE DECISIONS NO. 2002/6 AND NO. 2003/4
ON THE REGISTRATION OF PRIVATELY OPERATED VEHICLES IN
KOSOVO BY MEMBERS OF THE KOSOVO SERB COMMUNITY**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and relevant Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK),

Having issued Executive Decision No. 2002/6 of 17 July 2002 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community and Executive Decision No. 2003/4 of 22 April 2003 amending Executive Decision No. 2002/6,

For the purpose of further amending Executive Decision No. 2002/6 by amending Executive Decision No. 2003/4,

It is hereby decided as follows:

The deadline of 30 June 2003 referred to in Section 1 (a) and (b) of Executive Decision No. 2003/4, for relinquishing vehicle registration documents to the competent authority in Kosovo, to receive KS vehicle registration license plates and registration documents without paying the established fees, and for bringing vehicles into Kosovo that have been duly registered in the Federal Republic of Yugoslavia (now Serbia and Montenegro) exempt from excise and value added taxes shall be extended until 31 August 2003.

This Executive Decision shall enter into force on the date of its signature.

Signed on this 30th day of June 2003.



Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXVI

UNMIK Executive Decision No. 2003/8
dated 11 July 2003

Amending Executive Decisions No. 2002/6,
No. 2003/4 and No. 2003/5 on the Registration of
Privately Operated Vehicles in Kosovo by
Members of the Kosovo Serb Community

UNMIK/ED/2003/8
11 July 2003

EXECUTIVE DECISION NO. 2003/8

**AMENDING EXECUTIVE DECISIONS NO. 2002/6, NO. 2003/4 AND NO. 2003/5
ON THE REGISTRATION OF PRIVATELY OPERATED VEHICLES IN
KOSOVO BY MEMBERS OF THE KOSOVO SERB COMMUNITY**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and relevant Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK),

Having issued Executive Decision No. 2002/6 of 17 July 2002 on the Registration of Privately Operated Vehicles in Kosovo by Members of the Kosovo Serb Community and Executive Decisions No. 2003/4 of 22 April 2003 and No. 2003/5 of 30 June 2003 amending Executive Decision No. 2002/6,

For the purpose of further amending Executive Decision No. 2002/6, as subsequently amended,


It is hereby decided as follows:

The transitional period ending on 17 July 2003 referred to in Section 4 of Executive Decision No. 2002/6 for the retention of FRY vehicle registration documents and FRY vehicle license plates by persons who receive KS plates shall be extended until 31 December 2003.

Section 6 of Executive Decision No. 2002/6 shall be further amended and revised to read: "Vehicles owned by habitual residents of Kosovo and duly registered by the competent FRY or Serbia and Montenegro authorities prior to 11 July 2003, which are brought to Kosovo for personal use, shall be exempt from excise and value added taxes. This exemption shall apply until 31 August 2003."

This Executive Decision shall enter into force on the date of its signature.

Signed on this 11th day of July 2003.


for Michael Steiner
Special Representative of the Secretary-General

ANNEX XXXVII

UNMIK Executive Decision No. 2003/11
dated 27 August 2003

On Setting Aside of a Decision of the Municipal
Assembly of Fushe Kosove/Kosovo Polje
of 25 June 2003

UNMIK/ED/2003/11
27 August 2003

EXECUTIVE DECISION NO. 2003/11

**ON SETTING ASIDE OF A DECISION OF THE MUNICIPAL ASSEMBLY
OF FUSHE KOSOVE/KOSOVO POLJE OF 25 JUNE 2003**

By the authority vested in me as the Special Representative of the Secretary-General (SRSG) pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

Taking into account the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 May 2001),

Taking into account also UNMIK Regulation No. 2000/43 of 27 July 2000 on the Number, Names and Boundaries of Municipalities, and sections 3.1(o) and 47.2 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo,

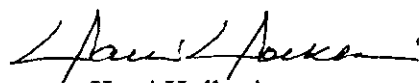
Having considered a communication from the Deputy SRSG for Civil Administration, dated 6 August 2003, containing a recommendation regarding a decision of the Municipal Assembly of Fushe Kosove/Kosovo Polje, dated 25 June 2003, to change the names of villages in the Municipality,

It is hereby decided as follows:

Decision:

The said decision of the Municipal Assembly of Fushe Kosove/Kosovo Polje, dated 25 June 2003, shall be set aside and be without effect. Accordingly, the *status quo* shall be maintained.

Signed on this 27th day of August 2003.



Harri Holkeri
Special Representative of the Secretary-General

ANNEX XXXVIII

UNMIK Executive Decision No. 2004/1
dated 18 February 2004

On Setting Aside of a Decision of the Municipal
Assembly of Prishtine/Pristina
of 30 December 2003

UNMIK/ED/2004/1
18 February 2004

EXECUTIVE DECISION NO. 2004/1

**ON SETTING ASIDE A DECISION OF THE MUNICIPAL ASSEMBLY
OF PRISHTINË/PRIŠTINA OF 30 DECEMBER 2003**

By the authority vested in me as the Special Representative of the Secretary-General (SRSG) pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

Taking into account the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 March 2001),

Taking into account section 47.2 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo,


Having considered a communication from the Deputy SRSG for Civil Administration, dated 16 February 2004, regarding a decision of the Municipal Assembly of Prishtinë/Priština, dated 30 December 2003, which revokes the right of the Serb Orthodox Church to use construction land recorded as a part of Cadastral Parcel No. 7090, Possession List No. 699, Cadastral Zone of Prishtinë/Priština, with a surface area of 4.27.16 hectares, confers ownership of said parcel upon the Municipality of Prishtinë/Priština and allocates the right of use of said parcel to the University of Pristina,

It is hereby decided as follows:

Decision:

The said decision of the Municipal Assembly of Prishtinë/Priština, dated 30 December 2003, shall be set aside and be without effect.

Signed on this 18th day of February 2004.


Harri Holkeri
Special Representative of the Secretary-General

ANNEX XXXIX

UNMIK Executive Decision No. 2004/4
dated 5 March 2004

On Setting Aside a Decision of the Board of
Directors of the Municipality of Prizren
of 1 June 2001 and a Decision on the Directorate of
Property and Legal Matters, Cadastre and Geodesy
of 16 July 2001

UNMIK/ED/2004/4
5 March 2004

EXECUTIVE DECISION NO. 2004/4

**ON SETTING ASIDE A DECISION OF THE BOARD OF DIRECTORS OF
THE MUNICIPALITY OF PRIZREN OF 1 JUNE 2001
AND A DECISION OF THE DIRECTORATE OF PROPERTY AND LEGAL
MATTERS, CADASTRE AND GEODESY OF 16 JULY 2001**

By the authority vested in me as the Special Representative of the Secretary-General (SRSG) pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the Authority of the Interim Administration in Kosovo,

Taking into account the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 March 2001),

Taking into account section 47.2 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo,

Having considered a communication from the Deputy SRSG for Civil Administration, dated 5 February 2004, regarding the Decision No. 01 06-46 of the Board of Directors of the Municipality of Prizren, dated 1 June 2001, which annuls the Decision No. 07-465-01-00269/98 of the Ministry of Finance of the Republic of Serbia of 11 November 1998, Decision No. 03/3-465-1/16 of the Directorate of Property and Legal Matters, Cadastre and Geodesy of the Municipality of Prizren, dated 16 July 2001, which annuls the registration of possession rights in four equal parts for Rodolup Todoroviq, Jelica and Dobrila Sinadinoviq and Jordanka Vujoviq for Cadastral Parcel No. 8628/5 in the Cadastral Zone of Prizren with a surface of 72.47 ares,

It is hereby decided as follows:

Decision:

The said decisions of the Board of Directors of the Municipality of Prizren, dated 1 June 2001, and of the Directorate of Property and Legal Matters, Cadastre and Geodesy of the Municipality of Prizren, dated 16 July 2001, shall be set aside

and be without effect. Accordingly, the initial *status quo* shall be maintained. This decision shall be without prejudice to the authoritative determination of the proprietary rights in the cadastral parcel concerned by a court of competent jurisdiction.

Signed on this 5th day of March 2004.



Harri Holkeri
Special Representative of the Secretary-General

ANNEX XL

UNMIK Executive Decision No. 2004/8
dated 8 April 2004

On Setting Aside Provisions in the Municipal
Regulation No. 2004/1 of the Municipal Assembly
of Mitrovice/Mitrovica of 20 February 2004

UNMIK/ED/2004/8
8 April 2004

EXECUTIVE DECISION NO. 2004/8

**ON SETTING ASIDE PROVISIONS IN THE MUNICIPAL
REGULATION NO. 2004/1 OF THE MUNICIPAL ASSEMBLY
OF MITROVICË/MITROVICA OF 20 FEBRUARY 2004**

By the authority vested in me as the Special Representative of the Secretary-General (SRSG) pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and the Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK).

Taking into account the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 March 2001).

Taking into account section 47.2 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo.

Taking into account UNMIK Administrative Direction No. 2002/26 of 25 November 2002 Implementing UNMIK Regulation No. 2000/45 on Self-Government of Municipalities in Kosovo and Administrative Instruction No. 5/2003 of 15 October 2003 on Property Tax Rates as issued by the UNMIK Municipal Representative for Mitrovicë/Mitrovica.

Having considered a communication from the Deputy SRSG for Civil Administration, dated 30 March 2004, regarding municipal regulation No. 2004/1 of the Municipal Assembly of Mitrovicë/Mitrovica, dated 20 February 2004, which defines property tax zones that include areas in the northern part of the Municipality of Mitrovicë/Mitrovica.

It is hereby decided as follows:

Decision:

Provisions in the said municipal regulation of the Municipal Assembly of Mitrovicë/Mitrovica related to the northern part of the Municipality of Mitrovicë/Mitrovica shall be set aside and be without effect.

Signed on this 8th day of April 2004.



Harri Holkeri

Special Representative of the Secretary-General

ANNEX XLI

UNMIK Executive Decision No. 2004/21
dated 5 October 2004

On the 2004 Elections for the Assembly of Kosovo

UNMIK/ED/2004/21
5 October 2004

EXECUTIVE DECISION NO. 2004/21
ON THE 2004 ELECTIONS FOR THE ASSEMBLY OF KOSOVO

By the authority vested in me as the Special Representative of the Secretary-General (SRSG) pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and the Regulations of the United Nations Interim Administration Mission in Kosovo (UNMIK),

In conformity with section 8.1 (a) of the Constitutional Framework for Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 May 2001),

Taking into account UNMIK Regulation No. 2004/9 of 27 April 2004 on the Central Election Commission and UNMIK Regulation No. 2004/12 of 5 May 2004 on Elections for the Assembly of Kosovo,

Having considered the request contained in the letter from the Deputy SRSG for Institution Building, the Chairperson of the Central Election Commission, dated 5 October 2004, to enable an additional Political Entity to contest the 2004 Elections for the Assembly of Kosovo,

Cognizant of the urgency and significance of the action required to ensure broad representation and equitable participation in the 2004 Elections for the Assembly of Kosovo of all Kosovo Communities,

It is hereby decided as follows:

Decision:

Notwithstanding the deadlines established to date for the 2004 Elections for the Assembly of Kosovo, the Deputy SRSG for Institution Building acting also as the Chairperson of the Central Election Commission is granted full authority to take all actions necessary to enable an additional Political Entity having declared themselves representative of a Kosovo non-majority Community to contest the Elections, at his discretion taking into account applicable Regulations and Rules.

Signed on this 5th day of October 2004.



Søren Jessen-Petersen
Special Representative of the Secretary-General

ANNEX XLII

Executive Decision No. 2004/22
dated 7 October 2004

On Setting Aside A Decision of 5 July 2004 of TM
Board of Directors and Decisions of 24 July 2004
of the Department of Urbanism and Public Utilities
of Kline/Klina Municipality

UNMIK/ED/2004/22
07 October 2004

EXECUTIVE DECISION NO. 2004/22

**ON SETTING ASIDE A DECISION
OF 5 JULY 2004 OF THE BOARD OF DIRECTORS
AND DECISIONS OF 24 JULY 2004 OF THE DEPARTMENT OF
URBANISM AND PUBLIC UTILITIES OF KLINË/KLINA MUNICIPALITY**

By the authority vested in me as the Special Representative of the Secretary-General pursuant to United Nations Security Council resolution 1244 (1999) of 10 June 1999 and pursuant to UNMIK Regulation No. 1999/1 of 25 July 1999, as amended, on the authority of the United Nations Interim Administration Mission in Kosovo,

Taking into account Chapter 8.1(w) of the Constitutional Framework for Provisional Self-Government in Kosovo (UNMIK Regulation No. 2001/9 of 15 May 2001),

Taking also into account Section 47.2 of UNMIK Regulation No. 2000/45 of 11 August 2000 on Self-Government of Municipalities in Kosovo, and

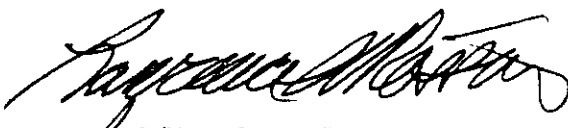
Having considered a communication from the Deputy SRSG for Civil Administration, dated 26 August 2004, regarding a decision dated 5 July 2004 of the Board of Directors of Klinë/Klina Municipality and the subsequent decisions dated 24 July 2004 of the Directorate of Urbanism and Public Utilities of Klinë/Klina Municipality ordering the demolition of buildings on cadastral plots registered under the names of Ljilja Dinčić (ref. no. 354-145/04), Filip Labović (ref. no. 354-146/04), Slaviša Ribac (ref. no. 354-147/04), Lubinka Pavlović (ref. no. 354-148/04), Batrić Vučićević (ref. no. 354-149/04), and Dejan Pavlović (ref. no. 354-150/04),

It is hereby decided as follows:

Decision:

The said decision dated 5 July 2004 of the Board of Directors of Klinë/Klina Municipality and the said subsequent decisions dated 24 July 2004 by the Directorate of Urbanism and Public Utilities of Klinë/Klina Municipality ordering the demolition of buildings shall be set aside and be without effect.

Signed on this 7th day of October 2004.



Søren Jessen-Petersen
Special Representative of the Secretary-General

ANNEX XLIII

Sustainable Returns and the Rights of Communities
and Their Member

Final – 6 July 2004

SUSTAINABLE RETURNS AND THE RIGHTS OF COMMUNITIES AND THEIR MEMBERS

“Members of all communities must be able to participate fully in the economic, political and social life of Kosovo, and must not face threats to their security and well-being based on their ethnicity. All refugees and displaced persons who wish to return to Kosovo must be able to do so in safety and dignity.”

Current Situation

The violent events of March have underscored that achieving greater protection and promotion of the rights of all ethnic communities is fundamental to making real progress in relation to sustainable returns and freedom of movement. More than at any other time, moving forward on the implementation of these Standards will require a commitment by Kosovo's majority population, under the leadership of the government, political party leaders and respected members of civil society. PISG efforts at both central and local level to build a “social contract” with smaller communities are, therefore, a first step. Real confidence building, that has a sustainable impact on the future of Kosovo, will also require a broader change in Kosovo's social climate, and requires a systematic approach by the Government to tolerance-building and development of activities that span across communities and encourages communication between them. While the Standards Implementation Plan identifies actions to be undertaken by Kosovo's leaders, meaningful progress in meeting this Standard will, therefore, also require the engagement of the members of all communities in Kosovo. Emphasis must also be placed on securing the rights of existing communities.

Challenges Ahead

The March events dramatically altered the existing realities for advancing the returns process and achieving greater protection of and promotion of the rights of ethnic communities. As a consequence, a reprioritization of the actions within this Implementation Plan was essential. In particular, Kosovo's authorities and governmental structures must become more directly engaged in the protection of community rights, including the right to return, and promoting a legal framework of rights protection. While the SRSG maintains the “reserved” authority to intervene when Kosovo institutions do not act, the PISG, like all governments, is responsible for ensuring that rights of all communities are respected, and for providing adequate remedies when violations occur.

Priority Actions

Developing PISG Structures to Promote Rights Protection, including the Right to Return

- Central to the tasks of facilitating the return of displaced persons and ensuring respect for the rights of communities and their members is the development of effective

central institutions to develop and coordinate the Government's strategy for promoting rights protection. Through the Office of the Prime Minister, the PISG is currently engaged in identifying structures that would most effectively strengthen its capacity in this regard. This strategy must then be effectively communicated to all levels of Government.

- Central level efforts must be mirrored at the municipal levels and direct links must be established between them. Mechanisms within municipalities responsible for protection of human and community rights (Municipal Community Offices, Municipal Assembly Communities and Mediation Committees) must have adequate resources and staff in order to function effectively, and must be properly constituted and receive the active support of Municipal Authorities. As a priority, the PISG undertakes to ensure full implementation of Administration Instructions on the working of Mediation and Communities Committees and Additional Deputy Presidents. It is also essential for these Committees and Offices to be more fully integrated into municipal structures of government in order to be best able to represent the needs of community members.
- With the setback in the returns program caused by the March violence, the development of municipal returns strategies in each municipality assumes an even greater priority. Municipalities with ongoing or projected returns will also establish and fill Municipal Returns Officer posts and the relevant Directorates will appoint focal points on returns. Municipal Working Groups, including local actors and representatives of the displaced, and municipal departments will provide ongoing support for returns in their municipalities and play a more active role in the implementation of the work of the MWGs. Special attention must be given to participation of affected communities as well as building a more tolerant climate for returns. Returns projects in urban areas involving repossession of property will also be developed and implemented.

Building and Implementing the Legal Framework of Rights Protection

- The PISG will accelerate its efforts to develop and implement a legal framework to effectively protect the rights of all communities and their members. Implementation includes training for relevant actors on the use of these protection mechanisms and tools. To this end, the Kosovo Assembly must make every effort to resolve the objections to the Anti-Discrimination Law (ADL) made by Koalition Povratak so that the ADL, consistent with European Union Directives and international standards, is quickly promulgated. Subsidiary legal acts to effectively implement the ADL must be endorsed for promulgation.
- The Kosovo Assembly will also endorse for promulgation Equal Opportunity Laws consistent with European Union Directives and international standards and will ensure full implementation of relevant UNMIK Instructions and Directives.

- The PISG will eliminate all obstacles to minority employment in both central and municipal levels of government, including discrimination in hiring, so that minority employment is in accordance with specific community representational ranges and will ensure effective tools for recruitment of minority community members, including effective outreach to minority communities.
- To supplement implementation of the legal framework of rights protection, the PISG will work to create an environment that provides equal access to social and public services to all communities in Kosovo and ensure that all barriers to equal access are removed. In particular, the PISG will continue to work on the creation of an educational curriculum that respects the differences of all communities in Kosovo.

1. SUSTAINABLE RETURNS

Standard	Action	Responsible Authority	Supported By	Timeline
1. Municipalities and ministries are able to assume responsibility for returns within all communities in a manner consistent with European standards.	1.1 Strategy regarding central structures relating to communities and returns, including the Office of Inter-Ministerial Coordinator for Returns, is developed by the PISG with support from ORC, OCA, UNHCR, OSCE and OHCHR (Linked to discussion on OPM proposal for new Ministry, and to anticipated EAR consultancy on central structures).	OPM, Ministries	ORC, Pillar II, III, UNHCR, OHCHR, EAR	30 June 2004
	1.2 Strategy for central communities and returns structures is implemented, and enhanced structures are able to fulfill governmental responsibilities relating to communities and returns, including having adequate resources and staffing.	OPM, Ministries	ORC, Pillar II, III, EAR, UNHCR	Work on expanded structures to begin immediately. Enhanced structure in place by 15 August 2004.
	1.3 Office of the Inter-Ministerial Coordinator for Returns has adequate resources and staffing to fulfill its responsibilities.	OPM, Ministries	Pillar II, ORC, EAR	Additional support to be provided by 1 August 2004. Ongoing
	1.4 Each municipality develops a municipal returns and communities strategy for 2004 and subsequent years, and the strategies are implemented effectively	Municipal Presidents, Additional Deputy Presidents, CEOs	Pillar II (Municipal Representatives, Local Community Officers), Regional Returns Units, Pillar III, ORC, UNHCR	2004 strategy developed by 30 July 2004 Future strategies by 31 December on a yearly basis Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	1.5 Each municipality with ongoing or projected returns has established and filled a Municipal Returns Officer post with appropriate Terms of Reference in place.	CEOs of Municipalities	Pillar II (Municipal Representatives, Local Community Officers), Regional Returns Units, ORC, UNHCR	1 September 2004
	1.6 Each ministry has a focal point to support returns process, and works effectively to implement its responsibilities consistent with the agreed strategy for central returns and communities structures.	OPM, Ministries	Pillars II, III, ORC, UNHCR	Focal Points established by: 1 September 2004 Ongoing
	1.7 Ensure community, returnee and IDP women representatives are involved in decision-making and planning for communities and returns issues at all levels.	OPM, Advisory Office on GG, HRs, EO, and Gender, Ministries and Municipalities	Pillar II, Pillar III, UNHCR	Ongoing
	1.8 Municipal Working Groups and Municipal Assemblies (including Municipal Directorates) provide ongoing support for returns in the municipality at a level consistent with the demand for return and including a commensurate level of resources, including ultimate assumption of responsibility for MWGs by municipality.	Municipal Presidents, Additional Deputy Presidents, CEOs, Municipal Returns Officers, Municipal Assemblies (including Municipal Directorates)	Pillar II, Municipal Representatives, Regional Returns Units, Pillar III, ORC, UNHCR Joint: MWG	Ongoing per performance Municipality chairing pilot MWGs: 31.08.04

Standard	Action	Responsible Authority	Supported By	Timeline
	1.9 Task Forces, including representatives from the returning community, have been established and function effectively to address individual organized returns projects and locations where such projects are contemplated). (Task Forces report to the Municipal Working Group).	Municipal Presidents, Additional Deputy Presidents	Pillar II (Municipal Representatives, Local Community Officers), Regional Returns Units, ORC, UNHCR	Ongoing Task Forces established for appropriate projects including those on RCG List on an ongoing basis
2. The number of municipalities with sustainable returns increases, including an increase in returns to urban areas, the pace of returns overall accelerates, and the level of unmet demand for return has been substantially reduced.	2.1 The PISG will complete implementation of a comprehensive program to ensure full reconstruction of all property destroyed through the violent acts of 17-20 March 2004. These efforts will involve the affected individuals and ethnic communities within the assessment, procurement and implementation phases of the project, and will be undertaken in cooperation with UNMIK's Reconstruction Support Team established to provide technical support to the PISG in this effort. A program to provide furniture and other household items for families whose property was taken or destroyed as a result of the March violence will also be implemented. The PISG will also work with the UN Country Team to assume responsibility for humanitarian relief efforts involving those displaced as a result of the 17-20 March violence.	Inter-Ministerial Commission, OPM, MFE, MPS	ORC, Pillar II/OCA, Pillar IV, OPA, EAR, UNDP, UNHCR	Reconstruction of homes, schools, health centers, and secondary buildings needed for economic sustainability by 1 September 2004; Reconstruction of all property except cultural sites to be completed by 31 December 2004; Preservation of damaged cultural sites to begin immediately; reconstruction to proceed in accordance with recommendations of CoE and UNESCO

Standard	Action	Responsible Authority	Supported By	Timeline
	2.2 The PISG will ensure that sufficient funding is set aside for both reconstruction efforts and household start-up programme.	Inter-Ministerial Commission OPM, MFE	ORC, Pillar II/OCA, Pillar IV	For houses, schools, health centres and certain secondary buildings, by 30 June 2004; Other funding needs met without delay until reconstruction completed
	2.3 All persons displaced in March 2004 who wish to return to their homes are able to do so in safety and dignity.	OPM, Inter-Ministerial Commission, Municipalities	ORC, UNHCR, Pillar II, Pillar III, RRU, Pillar I/Police	Opportunities to return in place by 1 September 2004; Returns ongoing
	2.4 Municipalities supporting returns through local structures wherever needs have been identified through IDP demand, and all projects described in 2004 Strategy for Sustainable Returns have been reviewed and implemented where there is IDP demand and sufficient funding.	Municipalities, Municipal Working Groups	Pillar II (Municipal Representatives) Regional Returns Units, ORC, UNHCR	Ongoing 2004 Strategy projects underway and substantially implemented by 1 November 2004
	2.5 All returnees are provided with adequate identification documents in a timely manner. The responsible authorities provide, to the extent possible, returnees with any other documentation necessary in order for them to exercise their right to return.	Municipal MCROs	Pillar II (Municipal Representatives)	Ongoing
	2.6 Returns projects that are consistent with the Manual for Sustainable Return and related policy documents are developed and implemented in all locations where sufficient demand is identified.	Inter-Ministerial Coordinator for Returns, Municipalities, NGOs, Displaced Persons Associations	ORC, Regional Returns Units, Pillar II (Municipal Representatives, UNHCR) Joint: MWG	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	2.7 Returns projects in urban areas involving repossession of residential property developed and implemented, respecting the right to return in safety and dignity, wherever demand is identified.	Inter-Ministerial Coordinator for Returns, Municipalities, NGOs, Displaced Persons Associations, Pillar I/Police	SB: Pillar II (Municipal Representatives) Regional Returns Units, ORC, Pillar III, UNHCR Joint: MWG	Ongoing
	2.8 Individual and small group returns effectively and promptly served by mechanisms to support their sustainable return (including BPRM and UNHCR programs, and the RRRF), and responsibility for those mechanisms is ultimately assumed by municipalities.	Inter-Ministerial Coordinator for Returns, Municipalities, UNHCR, UNDP, NGOs	SB: Pillar II (Municipal Representatives) Regional Returns Units, ORC, Pillar III Joint: MWG	Ongoing
	2.9 When there is resistance to return at municipal or local level, it is responded to promptly and eliminated through coordinated action (including mediation/dialogue). Central returns and communities structures actively monitor progress and intervene to remove obstacles. Ethnic community leaders also contribute constructively to returns process.	Municipal authorities, Central authorities (OPM, Presidency, Assembly, Inter-Ministerial Coordinator for Returns, Political Parties), NGOs	ORC, SRSG, Pillar II (Municipal Representatives, Local Community Officers, Regional Representatives) Regional Returns Units, Pillar I/Police, UNHCR	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	2.10 Community members accurately informed through established contact with relevant municipal officials about the prospect for return.	Municipalities	Pillar II (Municipal Representatives, Local Community Officers), Regional Returns Units, ORC, UNHCR	Ongoing
	2.11 Revised edition of the Manual for Sustainable Return is completed and distributed. Changes reflected in the revised Manual are implemented.	ORC, UNHCR, Pillar III, Inter-Ministerial Coordinator for Returns, NGOs		September 2004
	2.12 Rate and location of returns and extent of demand closely monitored and reported in transparent manner, including information on ethnicity and gender of returnees. Improved monitoring of ongoing displacement, including property sales.	Current: ORC, UNHCR Mid-term: OPM, PISG central returns structures, Inter-Ministerial Coordinator for Returns	Pillar II, Advisory Office on GG, HRs, EO, and Gender	Ongoing
	2.13 Information database regarding displaced population, demand within displaced population, and level of returns is improved.	Current: UNHCR, ORC, Mid-term: PISG central returns structures, Inter-Ministerial Coordinator for Returns	IDP Associations, NGOs, Pillar II, Pillar III	December 2004 and ongoing.

Standard	Action	Responsible Authority	Supported By	Timeline
3. Returnees to Kosovo are able to participate in the economy and job market without discrimination and limitations based on the freedom of movement.	3.1 Minority employment in both central and municipal levels of government, civil service, and public utilities in accordance with proportional ranges and with equitable distribution of ethnic communities in senior-level positions. Full implementation of Section 10 of Administrative Direction 2003/2 implementing UNMIK Regulation 2001/36 (Fair Representation in Civil Service), UNMIK Regulation 2001/19 and UNMIK Regulation 2001/36. Civil Service Law is strictly enforced in cases of discrimination and unethical conduct.	MPS, MFE, MLSW; Public utilities	Pillars II, III	Ongoing
	3.2 Continued inclusion of income generation components in concept papers supporting returns projects, and development of regional approaches to income generation.	Municipalities, NGOs MWGs	Pillars II, IV, ORC, UNHCR Joint: MWG	Ongoing
	3.3 Identify and remove barriers to the participation of community members in the economy and job market, including those obstacles deriving from gender-biased procedures, practices and behavior. Ensure returnee and IDP participation in vocational/professional training and programs, promoting a gender-sensitive approach.	Municipalities	Pillars II, IV, ORC, UNHCR, Advisory Office on GG, HRS, EO, and Gender (OPM)	Ongoing
	4.1 Ministries develop and implement centrally coordinated measures/policies to improve communities' access to essential services on a local and central level.	MPS, MLSW, MEST, MH, OPM, Municipalities MEST	Pillars II, III, ORC Pillars II, III	Summer 2004 Ongoing Summer 2005 Ongoing
4. Health care, social services, education and public utilities are available to returnees on a level equal to that of the rest of the population.	4.2 Education in one's own mother tongue is made available throughout Kosovo to communities that meet the criteria and the desire for such education has been expressed.			
	4.3 Minority students are able to attend mixed or shared schools should they so choose, without being subject to harassment.	MEST, Municipalities	Pillar II	Summer 2005 Ongoing
	4.4 All schools offer teaching of minority language courses where sufficient demand exists, including qualified teachers and textbooks in minority languages.	MEST, Municipalities	Pillar II, III	Summer 2005 Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	4.5 Administrative Direction on past public utilities debt relating to properties of displaced persons has been issued and implemented.	Pillar IV, KEK	Pillar II, III, IV, ORC, OLA	Issued on 09.02.04; implementation ongoing
	4.6 Connection and supply of public utilities to returnees is provided efficiently and without discrimination.	Pillar IV, KEK	Pillar II, III, IV, ORC, OLA	June 2004, and ongoing
	4.7 Monitor returnee access to social services, education and public utilities, using a gender-sensitive approach, and ensure that all barriers preventing the equal access to services are effectively removed.	OPM, MPS, MLSW, MEST, MH, Advisory Office on GG, HRs, EO, and Gender, Municipalities	Pillar II, III, ORC	Summer 2004 Ongoing
	4.8 Implementation of actions undertaken to dismantle, or integrate into PISG structures, parallel structures for the provision of services according to the implementation plan on Functioning Democratic Institutions.	See Implementation Plan on Functioning Democratic Institutions	See Implementation Plan on Functioning Democratic Institutions	See Implementation Plan on Functioning Democratic Institutions
5. Returnees face no greater risk of violence than the population as a whole, and police and the judiciary respond promptly and without discrimination to crimes, irrespective of the ethnic background of the victim.	5.1 Development of crime prevention councils in municipalities with significant inter-ethnic population or potential returns and effective implementation of these councils.	Pillar II and Municipalities, Pillar I/Police		October 2004 Ongoing
	5.2 Meet standards relating to security within the transition strategy towards professional, impartial and multiethnic KPS.	Pillar I/Police, Pillar I		Ongoing
	5.3 Political leaders of all political parties and at all levels publicly encourage all Kosovans to cooperate with police in solving all crime, including inter-ethnic crime.	PISG/Municipal authorities	Pillar I/Police	Ongoing
	5.4 In addition to what may be accomplished through regular operational activities, increase public confidence in police through community policing, proactive public information strategy and better public understanding.	Pillar I/Police	OPM, Kosovo Assembly	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	5.5 Judiciary provides high-level of rights protection, including equal access to justice and adherence to fair trial standards for communities and effective enforcement of laws relating to ethnic discrimination. (See Rule of Law Implementation Plan)	Pillar I/Judiciary, Pillar I	Pillar III	Ongoing
	5.6 Community members are able to travel without restriction or escort as a result of improved security environment through community policing, visible support by PISG and access to safe transportation (as per 16.1 below).	Pillar I/Police, All PISG, Municipalities	Pillar II	Ongoing
	5.7 Community dialogue and response to violence are increasingly dealt with through joint initiatives, including Communities Committees and Mediation Committees, crime prevention councils and other forums which engage discussion and negotiation to prevent and resolve security-related concerns.	Municipalities	Pillar II, Pillar I/Police	Ongoing
6. Funding is allocated from the KCB to support returns projects and smaller communities.	6.1 Sufficient funding regularly allocated from KCB to support returns projects and communities, including the earmarking of funds to support municipalities constructively engaged in returns projects and minority integration.	MFE, PISG, Kosovo Assembly	Pillars II, IV, ORC, UNHCR	Ongoing
	6.2 Funding is distributed fairly to address returns priorities, and projects funded through Kosovo budget are implemented effectively.	Current: ORC for RCG List and RRRF; Municipalities for MCF Future: Central Returns Structures, Municipalities	Pillar II, UNHCR	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
7. Visible support of the returns process by community leaders and public information and education efforts supported by the PISG create a climate of tolerance and support for the right to return.	7.1 The PISG will develop and implement immediately a groundbreaking systematic program to reach out to the Kosovo Serb and other ethnic communities in order to rebuild trust and confidence between the communities. These efforts will also include planning medium and longer-term reconciliation and inter-ethnic dialogue strategies.	OPM, Ministries, Municipal Presidents, Additional Deputy Presidents, CEOs, Municipal Assemblies	Pillar II, Pillar III, ORC, UNHCR, Association of Municipalities	Ongoing; Current efforts incorporated into a broader strategy by 1 August 2004.
	7.2 As part of a systematic outreach programme, PISG developed and funded public information campaigns and initiatives in support of minority rights, multi-ethnicity and tolerance, including a gender perspective, and initiatives at municipal level, are implemented.	OPM, Office on Communities, Advisory Office on GG, HRs, EO, and Gender, Ministries, Municipalities	DPI, Pillars II, III, ORC, UNHCR	July 2004 – Ongoing
	7.3 UNMIK supported information campaign developed and implemented, including component involving local NGO initiatives in municipalities.	ORC, DPI	PISG, III, UNHCR	January-December 2004
	7.4 Visible support by majority community leaders at all levels, including positive regular public declarations enhancing minority rights, and encouraging returns as well as visits to community areas and returns sites.	Ministries, Municipalities, party leaders, OPM	Pillars II, III, ORC, DPI, UNHCR	Ongoing
	7.5 Visible engagement by PISG officials from all parties and both executive and legislative branches.	Ministries, Municipalities, party leaders, OPM	Pillar II, ORC, DPI, UNHCR	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	7.6 Relevant PISG authorities at both central and municipal levels in direct contact with the IDP community and its representatives, including through involvement in 'Go-and See Visits' and 'Go-and-Inform Visits' and through producing public information for the displaced.	Municipalities, relevant Ministries, OPM, Inter-Ministerial Coordinator for Returns, Government offices	Pillar II, ORC, UNHCR	Ongoing
	7.7 Community dialogue and response to violence are increasingly dealt with through joint initiatives involving all political parties.	OPM, Presidency, Assembly President, Ministers, Office on Communities	Pillars II, III, ORC	Office on Communities develops cross-party initiatives beginning in Summer 2004
	7.8 Civil society engagement in and support for returns and integration projects are supported politically and financially by PISG on both central and municipal level and that support extends to all qualified NGOs without discrimination.	OPM, Ministries, Municipalities, NGOs	Pillars II, III, ORC, UNHCR	Ongoing
	7.9 Civic instruction on coexistence and tolerance in mixed communities is increased and systemized in all schools.	MEST	Pillars III, II, ORC, Council of Europe, OHCHR	Ongoing
8. PISG support for returns, including financial assistance, is distributed equitably to all communities.	8.1 Reporting on spending (both distribution and utilization) is reviewed to ensure equitable distribution of funds to all communities, consistent with size of community, needs of community members, and demand for return.	ORC, Inter-Ministerial Coordinator for Returns, MFE, OPM	Pillars II, IV, UNHCR	Ongoing

2. RIGHTS OF COMMUNITIES

Standard	Action	Responsible Authority	Supported By	Timeline
9. The laws of Kosovo provide a full range of protection for human rights and the rights of communities and their members, consistent with European standards.	9.1 International human rights standards, including standards relating to the rights of women and children, are incorporated into domestic legislation, including issuances and directives of the Kosovo Assembly, Ministries, and Municipalities whenever necessary, and all such legislation is implemented effectively and without discrimination.	Incorporated by Office of Legal Support, Kosovo Assembly Implemented by Ministries, Municipalities, OPM.	Pillars III, I, II, ORC, OLA, UNHCR, OHCHR	Ongoing
	9.2 Anti-Discrimination Law (ADL) consistent with European Union Directives and international standards endorsed by Kosovo Assembly for promulgation by SRSG. Objections to ADL by Koalition Povratka are discussed and resolved.	Kosovo Assembly	Pillars III, I, II, ORC, OLA	15 July 04
	9.3 PISG endorses for promulgation regulations and administrative instructions to implement the Anti-Discrimination Law effectively.	Relevant Ministries	Pillars III, I, II, ORC, OLA	1 October 2004 Ongoing
	9.4 Endorsement and implementation of Equal Opportunity Laws consistent with European Union Directives and international standards adopted by Kosovo Assembly, including implementation of Administrative Instruction NR MSHR/DCSA 2003/12, which establishes Equal Opportunity Officers and instructions to act without discrimination.	Kosovo Assembly, OPM	Pillars III, I, II, ORC, OLA	30.06.04 Ongoing
	9.5 Municipal regulation amended to provide for vital interest clause to protect immutable rights of communities. Procedures for exercising vital interest mechanisms detailed in municipal statutes.	MPS	Pillars II, I, III, ORC, OLA	Fall 2004 Ongoing
	9.6 Training on ADL provided to the judiciary and the legal community.	Pillar III (KJI)		Immediately on promulgation of ADL; Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
10. Kosovo participates in the Council of Europe implementation process for the Framework Convention for the Protection of National Minorities and fully implements recommendations resulting from that process.	9.7 Effective public information campaign on ADL launched.	OPM, Office of Communities, Relevant Ministry or offices (see below)	DPI, Pillar II, III	Immediately on promulgation of ADL
	9.8 Gaps identified and appropriate action taken by PISG to ensure ADL provides effective remedies and sanctions for discrimination.	Relevant Ministries, Municipalities, OPM (Office of Legal Support)	ORC, Pillar III, II, OLA, UNHCR	Ongoing
	10.1 Council of Europe, with support from PISG and UNMIK, includes Kosovo in monitoring process for Framework Convention.	Council of Europe	OLA, ORC, Pillar III	
	10.2 Appropriate PISG staff allocated and provided with the necessary resources to prepare the reports required under the Framework Convention.	OPM, Office of Communities, Advisory Office on GG, HRs, EO, and Gender, Relevant Ministry or offices (see below)	Pillar II, III, ORC	Ongoing
	10.3 All PISG structures cooperate with and provide the necessary data to the drafters of the implementation status report.	OPM, Ministries, Municipalities.	Pillar II, III, ORC	Ongoing
	10.4 Reports are prepared and presented to the Advisory Committee in a timely fashion.	OPM, Office of Communities, Relevant Ministry or offices (see below)	ORC, Pillar III, II	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	10.5 Recommendations of the Advisory Committee considering and commenting on the Report are considered and implemented.	OPM, Office of Communities, Relevant Ministry or offices (see below), Ministries, Municipalities	ORC, Pillar II, II	Ongoing
11. A comprehensive and effective structure is in place within the PISG to monitor compliance with human and community rights and to respond to violations.	11.1 Central structures relating to human rights and rights of communities and their members are strengthened by OPM, with support from ORC, OCA, UNHCR, OSCE and OHCHR.	OPM, Advisory Office on GG, HRs, EO, and Gender, Office on Communities, Ministries	OHCHR, ORC, EAR, UNHCR, Pillar II, III	Plan agreed by 30 June 2004
	11.2 Plan for strengthening central human rights structures is implemented.	OPM, Ministries	Pillar II, III, OHCHR, ORC, EAR	15 August 2004
	11.3 Plan for PISG to assume responsibility for humanitarian assistance needs arising from emergency situations and internal displacement, as well as from involuntary repatriation, is developed and implemented, including those elements covered under overall civil emergency preparedness.	OPM, Ministry of Labour and Social Welfare	UN Kosovo Team, UNHCR, ORC, OCA	Plan agreed by 30 June; Capacity building and transition begins immediate; Full implementation by date agreed upon between UNHCR and PISG.
	11.4 Full implementation at central and municipal level of Ministry of Public Services AI 2003/12. Implementing AD 2003/2 and Regulation 2001/36. In particular, creation of Equal Opportunities Officer and drafting of EO policy statement and EO implementation policy.	Ministries and Municipalities	Pillar II, III	1st quarter 2004 Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	11.5 Offices within the PISG tasked with addressing human rights, minority rights and rights of women issues are staffed properly, trained and functioning effectively, in order to ensure provisions of Law on Gender Equality are implemented.	OPM, Ministries, Municipalities	Pillars II, III, ORC, UNHCR	Ongoing
	11.6 The reports and the recommendations of the Ombudsperson relating to minority rights and discrimination are taken into consideration and complied with by all PISG structures and municipalities. Mechanism is put in place within PISG to respond to reports promptly, and to monitor implementation of recommendations by responsible authorities.	OPM, Central structures responsible for human rights, all other PISG authorities	Pillars II, III	Ongoing Mechanism created by 1 November 2004.
	11.7 Independent Oversight Board (IOB) is fully functional as well as civil service oversight mechanisms established as per UNMIK Regulation 2001/36 and Administrative Direction 2003/2.	OPM, Ministries	Pillars II, III, ORC	Summer 2004 Ongoing
12. Mechanisms within municipalities responsible for protection of human and community rights (Municipal Community Offices, Municipal Assembly Communities and Mediation Committees) have adequate resources and staff, and are functioning effectively.	12.1 Municipal Community Offices fully constituted and supported by Municipal authorities leading to their ultimate integration into mainstream municipal structures, and any revisions in local self-government laws maintain MCO structure as integral part of municipal governments. <ul style="list-style-type: none"> • Specific efforts made to improve cooperation by CEOs with MCOs, and strengthen links between municipal structures and MCOs (potentially through recommendations to be developed by Office on Communities, with support from OCA • Staffing and funding needs of MCOs evaluated and addressed. 	Municipal Presidents, Additional Deputy Presidents, CEOs, Community Representatives	Pillars II, III	December 2004 Ongoing Recommendations prepared by 15 July 2004. Evaluation completed by 1 September 2004.

Standard	Action	Responsible Authority	Supported By	Timeline
	12.2 Municipalities ensure the creation and functioning of the Communities Committees and Mediation Committees and offices.	Municipalities, MCOs	Pillar II (Municipal Representative, Local Community Officers, Pillar III, ORC, UNHCR)	December 2004 Ongoing
	12.3 Review of Communities and Mediation Committees is undertaken by PISG, with support from UNMIK. Action taken to respond to results of this review: <ul style="list-style-type: none"> In cases where financial support for these entities is inadequate, appropriate resources are allocated promptly. In cases where the staffing is insufficient, recruitment procedures are initiated and completed promptly in line with proportional representation. In cases of insufficient expertise the persons serving in the above institution are provided with adequate training 	Municipalities, OPM, Office on Communities, MFE	Pillars II (OCA), III, IV, ORC	Review completed by 1 October. Recommendations implemented by 31 December 2004
	12.4 Full implementation of Pillar II Administration Instructions on the working of Mediation and Communities Committees and Additional Deputy Presidents. Committees meeting regularly, have access to all municipal documents and offices, are well received by CEO and Municipal President, are effectively strengthened through the support of municipal authorities so as to be able to positively represent the interests of communities, and communities address them and participate in their work.	Municipal Presidents, Additional Deputy Presidents, CEOs, Community Representatives	Pillars II, III	Ongoing
	12.5 Municipal Officials enabled to properly acknowledge and address human rights problems	Municipalities	Pillar III, Pillar II	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	12.6 PISG develops mechanism to monitor municipal performance relating to communities, to reward and replicate innovative approaches, and to respond to areas of concern	OPM, Office on Communities	Pillars II, III OCA, ORC,	1 October 2004
13. There is fair distribution of municipal and ministerial resources to all communities.	13.1 The fair share financing requirements are met at all PISG levels. Quarterly reporting requirements regarding Fair Share Financing for Municipalities are met in line with Section 4.6 of Regulation 2003/41 on the 2004 Budget.	MFE, Ministries, Municipalities	Pillars II, IV, ORC	Ongoing
	13.2 KCB and Municipal budgets financing local groups' projects supporting returns, minority rights protection and tolerance building.	Municipalities, OPM	Pillars II, IV, ORC, UNHCR	Ongoing
14. The educational curriculum encourages tolerance and respect of the contributions of all communities to the history of Kosovo.	14.1 Primary and secondary school textbooks are developed as per European standards with tolerant use of language introduced based on recommendations of multi-ethnic Textbook Review Council to be established in accordance with UNMIK Regulation 2002/19.	MEST	Pillars II, III, Council of Europe	Ongoing
	14.2 Existing school history textbooks are screened for their factual accuracy and use of language for removal of inflammatory material and reprint of revised history textbooks.	MEST	Pillar II, Council of Europe	April 2004 August 2004 for reprint
	14.3 Multi-ethnic curriculum is developed with specificities of communities' education addressed, new curriculum implemented and school textbooks reflect diversity and tolerance in accordance with Council of Europe standards.	MEST	Pillars II, III, Council of Europe	Ongoing
	14.4 Tolerance building, human rights to be an integral part of the curriculum for all schools.	MEST	Pillars II, III, Council of Europe, OHCHR	Ongoing

ANNEX XLIV

Freedom of Movement

FREEDOM OF MOVEMENT

“All people in Kosovo are able to travel, work and live in safety and without threat or fear of attack, harassment or intimidation, regardless of their ethnic background. They are able to use their own language freely anywhere in Kosovo, including in public places, and enjoy unimpeded access to places of employment, markets, public and social services, and utilities.”

Current Situation

Key to a sustainable multi-ethnic society is the ability of members of all communities to live in absence of fear or threat and to be able to access services essential to their economic, social and cultural well-being. These rights are not yet fully respected within Kosovo and, as a result of the March violence, the ability of members of ethnic communities to travel, work and live safely in Kosovo has been further undermined. The violent attacks against Kosovo Serbs, Roma, Ashkali and minority Kosovo Albanians in Mitrovica, have greatly exacerbated already existing fears held by ethnic communities, further inhibiting their ability to move freely. This deterioration in freedom of movement is evidenced by the need to reestablish fixed military checkpoints around some areas and villages in which ethnic community members live.

Protecting the right of persons to live in absence of fear and to access essential services involves the establishment and implementation of an effective framework of rights protection. As the events in March demonstrate, however, any project for multi-ethnicity simultaneously requires coordinated and extensive efforts to foster a climate of tolerance.

While freedom of movement most obviously involves unrestricted and safe access to public and private transportation, as well as the ability to move freely without threat to physical well-being, it also includes the possibility to co-exist in a society where language, social and cultural rights of all communities are protected.

Challenges Ahead

While concerns relating to Freedom of Movement were evident before the March violence, these events realized the worst fears of members of ethnic communities about their safety. Rebuilding this confidence must be a priority for Kosovo's political and civil society leaders. Meeting this standard will, therefore, necessitate that majority leaders at all levels undertake a broad range of activities that contribute to an environment that fosters tolerance and respect for diversity, especially with regard to the well-being of communities. In addition to public expressions of support for the ability of communities to move freely without threat to physical well being, active outreach to ethnic communities is crucial to

instilling an understanding that their linguistic, social and cultural rights will be encouraged and protected.

Priority Actions

- The PISG will design and implement a systematic program to reach out to the Kosovo Serb and other ethnic communities in order to rebuild trust and confidence between the communities. These efforts will also include planning medium and longer-term reconciliation and inter-ethnic dialogue strategies. Political leaders at the central level must exercise appropriate leadership towards local leaders to encourage their commitment to the process and to respond should they fail to demonstrate that commitment.
- Municipal and ministerial authorities put a system in place allowing ethnic communities to request that the names of cities, towns, villages, streets, roads and public places are expressed in the language of their communities, and those requests are implemented in a timely fashion in all areas where ethnic communities members currently live or lived in 1999 in significant numbers.
- The PISG will take immediate efforts to implement the recommendations of the Task Force on Language Standards Compliance. In accordance with those recommendations, all public institutions need to take the appropriate measures in order to ensure adequate interpretation and translation services for minorities, including translation in a timely manner of all official documents, so that minority participation is ensured in the public sphere of the multi-cultural environment in Kosovo. This will require also adequately trained staff and technical facilities with sufficient funding from municipal and ministerial KCB funding. Members of all ethnic communities must also be able to receive their personal documentation in the official languages of Kosovo, as well as in to the language of the individual.

I. FREEDOM OF MOVEMENT

Standard	Action	Responsible Authority	Supported By	Timeline
1. All communities are able freely to exercise rights to social, cultural and religious expression, including attending ceremonies and access to relevant sites.	1.1 Majority community leaders show public support for the ability of all communities to exercise these rights and actively discourage and respond to acts that are counter to social, cultural and religious expression.	Municipalities, Ministries, OPM, party leaders	Pillar I/Police, Pillar II, Pillar III, UNHCR	Ongoing
	1.2 Ensure the ability of all people, regardless of ethnicity, displacement, or gender, to participate in religious and cultural ceremonies through the provision of safe transport.	Municipalities, Ministry of Public Services, OPM, Advisory Office on GG, HRs, EO, and Gender Pillar I/Police	Pillar II, KFOR	Ongoing
	1.3 Municipalities exercise responsibility under Section 3, Regulation 2000/45 to maintain graveyards of all communities and draw up guidelines to govern use, maintenance and procedures regarding 'Go-and-See Visits'.	Municipalities, Ministries, OPM, Pillar I/Police	Pillar II	Ongoing
2. Military and police escorts are no longer needed; members of all ethnic communities have access to safe and public transportation.	2.1 The PISG at all levels will engage in a program of tolerance building and community dialogue initiatives in order to foster and rebuild trust and confidence between the communities. These efforts will also include planning medium and longer-term reconciliation and inter-ethnic dialogue strategies.	All PISG, Pillar I/Police	Pillars II, III, ORC	Ongoing
	2.2. An effective and transparent mechanism for addressing communities' needs regarding security arrangements, including escorts, and for consultation with communities regarding changes in security arrangements.	Pillar I/Police, KFOR, Pillar II, ORC		Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
	2.3. Activities which contribute to addressing freedom of movement concerns and promotion of freedom of movement also discussed within crime prevention councils (See point 5.1 in Sustainable Returns and the Rights of Communities and their Members Implementation Plan).	Pillar II and Municipalities, Pillar I/Police		Ongoing
	2.4 Humanitarian bus service operates effectively without hindrance or harassment and provides service where there is both demand and need from a security standpoint.	Ministry of Transport, Municipalities, Pillar I/Police	Pillar II (OCA), Pillar III	Ongoing
	2.5 Attempts made to start integrated public transport. Kosovotrans should hire minority drivers and open experimental lines. Minority operators to be issued licenses without undue delay and function on equal terms. Support also given to private companies operated by ethnic communities.	Ministry of Transport Municipalities	Pillar II (OCA)	Integrated public transport by end 2004. Minority operators employed and issued licenses and support to private companies operated by ethnic communities immediate and ongoing.
	2.6 Incidents in which freedom of movement is obstructed or threatened are addressed effectively and promptly, including through prosecution of alleged perpetrators (see below) and proactive public awareness campaigns to support freedom of movement and tolerance actively supported by PISG leaders.	Pillar I/Police, Pillar I/Judiciary, DoJ, PISG authorities	Pillar I, DPI	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
3. Public employees from minority communities are able to work in majority areas without difficulties.	3.1 Transport service for public employees is provided until freedom of movement is fully in place.	Ministry of Public Services, Pillar I/Police, Municipalities	Pillar II (OCA)	Ongoing
	4.1 Such crimes at all levels of seriousness are systematically investigated and the perpetrators are sanctioned.	Pillar I/Judiciary, Pillar I/Police, DoJ		Ongoing
	4.2 Community policing initiatives systematically focus on such incidents.	Pillar I/Police Municipalities	DoJ	Ongoing
	4.3 Political leaders encourage all Kosovans to cooperate with police in solving such crimes.	Government offices, Kosovo Assembly, party leaders, Municipalities, OPM.	Pillar I/Police, Pillar II, Pillar III, ORC	Ongoing
5. Political leaders, without prompting, condemn and take actions against acts of violence against ethnic communities and their members.	4.4 The Ministry of Education prepares and all primary and secondary schools in Kosovo implement an initiative specifically addressed to increasing tolerance and appreciation for diversity by students, and to discouraging involvement by school children in harassment or stoning activities.	Ministry of Education, Schools throughout Kosovo Municipalities	Pillars II and III	Standard part of curriculum starting Fall 2004
	5.1 The leaders of the majority communities make timely public statements condemning such crimes, and calling for all citizens to help in bringing the perpetrators to justice. Ethnic community leaders avoid making public statements that would raise tensions and discourage other members of their communities from making such statements.	Government offices, Kosovo Assembly, party leaders, Municipalities, OPM.	Pillar I/Police, Pillar II, Pillar III, ORC	Ongoing
	5.2 Central level majority and ethnic community leaders proactively engage with Municipal and local authorities in responding to such incidents.	Government offices, Kosovo Assembly, party leaders, Municipalities, OPM	Pillar I/Police, Pillar II, Pillar III, ORC	Ongoing

2. FREE USE OF LANGUAGE

Standard	Action	Responsible Authority	Supported By	Timeline
6. Meetings of the Assembly and its Committees are conducted in all official languages.	6.1 Language units are established and are functioning effectively for the Assembly and all its Committees.	MPS, Kosovo Assembly, Ministries, Municipalities, OPM	Pillars II, III, ORC	December 2004 Ongoing
7. Official Municipal and Ministry documents are translated in a timely manner into all official languages.	7.1 The PISG has developed and implemented a system to monitor whether all official documents are translated in a timely manner into all official languages. Each municipality will designate a focal point (or unit depending on size of municipality) that is responsible for language compliance, and who will report to the responsible Ministry (or office) on a quarterly basis.	MPS, Ministries, Municipalities, OPM	Pillars II, III, ORC	December 2004 Ongoing
	7.2 In cases when official documents are not translated or are not translated in timely manner due to negligence or willful noncompliance, the responsible authorities are identified and remedial action is taken.	MPS, Ministries, Municipalities, OPM	Pillars II, III, ORC	December 2004 Ongoing
	7.3 Adequate language units are established and are functioning effectively in all Ministries and Municipalities.	MPS, Ministries, Municipalities, OPM	Pillars II, III, ORC	December 2004 Ongoing
	7.4 Resource implications for language compliance are evaluated through a thorough process, and sufficient funding is dedicated in municipal and ministerial budgets to ensure language compliance	MFE, OPM, Ministries, Municipalities	Pillars II, IV	Evaluation completed by 1 October Additional resources allocated as part of mid-year review process, and full funding included in 2005 budget.

Standard	Action	Responsible Authority	Supported By	Timeline
	7.5 Implementation of all findings of the Task Force on Language Standards Compliance which are not explicitly provided for in points 7.1 – 7.4.	OPM, Ministries, Municipalities	Pillars II, III, ORC	Ongoing
8. Municipalities and Ministries provide adequate interpretation and translation services for minorities, including translation of all official documents and interpretation for all official meetings in relevant minority languages.	8.1 The PISG language compliance system also monitors provision of translation services, as does the municipal reporting system. (See point 7.1)	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	December 2004; Ongoing
	8.2 In cases when interpretation is not provided due to negligence or willful noncompliance, the responsible authorities are identified and remedial action is taken.	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	December 2004; Ongoing
	8.3 Adequate language units are established in all Ministries and Municipalities that have capabilities for all languages used by communities that live in that municipality in a significant number. (See point 7.2)	MPS, Ministries, Municipalities, OPM	Pillars II, III, ORC	December 2004
9. Personal documents are issued in the native language of the recipient.	9.1 Adequate staffing and resources are allocated by responsible authorities to ensure that personal documents are translated into the official languages of Kosovo, as well as into the native language of the individual belonging to any of the main ethnic groups.	MPS (Department of Registration Services), Ministries, Municipalities, OPM.	Pillars II, III, ORC	Ongoing
10. Official signs inside and outside municipal and ministerial buildings are expressed in all official languages.	9.2 The PISG language compliance system also monitors issuance of personal documents in the native language of the recipient. (See point 7.1)	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	Ongoing
	10.1 The relevant authorities ensure that official signs inside and outside all public buildings are expressed in all official languages.	MPS, Ministries, Municipalities, Public utilities, OPM.	Pillars II, III, ORC	Summer 2004
	10.2 The PISG language compliance system also monitors official signs. (See point 7.1)	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	Ongoing
	10.3 In cases when signs outside public building are not expressed in all official languages the responsible authorities are identified and remedial action is taken.	MPS, Ministries, Municipalities, Public utilities, OPM	Pillars II, III, ORC	Ongoing

Standard	Action	Responsible Authority	Supported By	Timeline
11. Names of streets, cities, towns, villages, roads and public places are expressed in Albanian, Serbian and any other language of a community that lives there in a significant number.	11.1 The relevant Ministry establishes a system where the local communities live in significant numbers in a municipality may request names of the streets, cities, towns, villages, roads and public places to be expressed in the language of these communities.	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	Summer 2004
	11.2 The PISG language compliance system also monitors names of streets, cities, towns, villages, roads and public places. (See point 7.1)	MPS, Ministries, Municipalities, OPM.	Pillars II, III, ORC	Ongoing
	11.3 In cases of violations a system of warnings and sanctions is established and implemented. Non-complying signs are taken down by the responsible authorities within 1 week.	MPS, Ministries, Municipalities, OPM.	Pillar I/Police, Pillars II, III, ORC	Summer 2004; Ongoing

ANNEX XLV

UNMIK PR/1078
dated 10 December 2003

STANDARDS for KOSOVO

Press Office

PressRelease

UNMIK



United Nations Mission in Kosovo

UNMIK/PR/1078

Wednesday, 10 December 2003

STANDARDS for KOSOVO

“A Kosovo where all – regardless of ethnic background, race or religion – are free to live, work and travel without fear, hostility or danger and where there is tolerance, justice and peace for everyone.”

Presented Pristina, 10 December 2003

Standards for Kosovo

I. Functioning Democratic Institutions

The Provisional Institutions of Self-Government (PISG) are freely, fairly and democratically elected. The PISG governs in an impartial, transparent and accountable manner, consistent with UNSCR 1244 and the Constitutional Framework. The interests and needs of all Kosovo communities are fully and fairly represented in all branches and institutions of government. Those communities participate fully in government. The laws and functions of the PISG approach European standards. The PISG provides services for all people of Kosovo throughout the territory of Kosovo; parallel structures have been dismantled.

Elections

- Elections are regular, transparent, free and fair, conforming to international standards, allowing the full and peaceful participation of all communities and ethnic groups.
- Internally-displaced persons and refugees continue to be fully included in the Kosovo election process and their ability to vote is facilitated.
- An independent, representative and multi-ethnic Central Election Commission administers elections.
- A range of democratic political parties contests elections.
- A comprehensive legal framework covering political party operation and finances is adopted and enforced.

Provisional Institutions of Self-Government (PISG)

- All communities are proportionately represented at all levels of the PISG, in accordance with applicable legislation. The PISG and local municipal government decide and enact legislation in an open, accountable and democratic manner.
- All official languages are respected throughout the institutions of government
- The PISG and municipalities ensure the availability of basic public services, such as health care, utilities and education, without discrimination, to all communities in Kosovo.
- The civil service is professional, impartial and accountable, representative of all communities in Kosovo and includes a significant proportion of women.
- All communities have fair access to employment in public institutions.
- Codes of conduct and enforcement procedures exist to provide for transparent and accountable government; recommendations of the Ombudsperson are given full weight.
- Regular and independent audits of the KCB, Assembly, government ministries and municipalities.
- Allegations of misconduct are thoroughly investigated, elected officials and public servants responsible for unethical, fraudulent, or corrupt behavior are effectively disciplined.
- Proposed Assembly legislation is reviewed and cleared by the Assembly Committee on Rights and Interests of Communities prior to adoption by the Assembly.
- Women participate in the institutions of the PISG at rates that equal or exceed rates in the region and the interests of women are fully reflected in its policies and legislation.
- The proposals on decentralization of the Council of Europe have been examined and considered with the aim to create functional structures of local government.
- Parallel structures for the provision of services have been dismantled or integrated into PISG structures.

Media and Civil Society

- A range of private, independent print and broadcast media exists, providing access to information for all communities throughout Kosovo.
- There is an independent and effective media regulatory authority, aspiring to European standards, recruited without discrimination and according to merit
- Hate speech or any form of incitement, is condemned by political leaders, the media regulatory authority and media commentators.
- Publicly-funded media devotes a full and proportionate share of its resources and output to all ethnic communities.
- Non-governmental organizations, in particular those representing minorities, are able to operate freely within the law and individuals are free to join them without discrimination.

II. Rule of Law

There exists a sound legal framework and effective law enforcement, compliant with European standards. Police, judicial and penal systems act impartially and fully respect human rights. There is equal access to justice and no one is above the law: there is no impunity for violators. There are strong measures in place to fight ethnically-motivated crime, as well as economic and financial crime.

Equal Access to Justice

- All crime is thoroughly investigated, regardless of the ethnic background of the victim or perpetrator.
- The prosecution and conviction of perpetrators of crime is consistent and effective, regardless of the ethnic background of victim or perpetrator
- Substantial progress has been made in solving the most serious murders and assaults against members of ethnic minorities.
- Witnesses are effectively protected from intimidation and retribution.
- Crime clearance rates for crimes of violence against persons of all communities are roughly equivalent.
- Misconduct by judges, prosecutors, attorneys, police, and penal system employees is routinely investigated and appropriately punished.
- There are professional codes of conduct for judges, prosecutors, lawyers and other members of the police and penal system, including a Bar Association representative of all Kosovo communities.
- Acts of retribution against individuals involved in disciplinary processes are rare and such individuals are adequately protected.
- All communities are fully and fairly represented amongst judges, prosecutors and in the Kosovo Police Service (KPS) and Kosovo Corrections Service (KCS).
- Institutions are functioning to train and educate the police, judges, lawyers, and penal system managers.
- An effective and impartial system of justice in the civil law sector is accessible to members of all communities in Kosovo.
- The backlog of civil law cases in courts is steadily being reduced.
- Judgments in civil law matters are being enforced, court execution officers are functioning, and court fines are routinely being paid.

- Legislation in civil law matters is reviewed and developed to ensure greater conformity with European standards.
- Alternatives to litigation for resolving civil disputes are expeditiously developed and effectively used.
- There is effective action to eliminate violence against women and children, trafficking and other forms of exploitation, including preventative education and provision of legal and social services to victims.

No one is above the law

- All crimes, especially those of violence that promote inter-ethnic hatred and fear are thoroughly investigated and resolved, and perpetrators are brought to justice and punished.
- Incidents of organized crime, trafficking, crime rooted in extremism, terrorism, and economic crime are vigorously investigated and local judges and prosecutors effectively prosecute and try perpetrators. The percentage of unsolved cases of crime rooted in extremism or terrorism is steadily declining.
- Perpetrators of assaults on judges, prosecutors, KPS officers and witnesses are fairly tried in local courts and are sentenced appropriately.
- Mechanisms of regional and international cooperation are functioning for police and judicial authorities, including transfer of suspects and sentenced persons, , and mutual legal assistance to jurisdictions.
- There is full cooperation with the International Criminal Tribunal for the former Yugoslavia (ICTY), including arrest of indictees and provision of witnesses and information.
- Those war crimes not addressed by the ICTY are prosecuted fairly in Kosovo

Economic and Financial Crime

- Effective legal, financial and administrative mechanisms that conform to EU standards are in place to tackle economic crime in both the public and private sectors, including seizure of illegally-acquired assets.
- There is a clear understanding amongst the vast majority of public sector employees of ethical conduct requirements, especially regarding conflict of interest.
- Adequate investigative mechanisms have been created and are functioning effectively.
- Money laundering legislation is effectively implemented and suspicious financial transaction reporting is in place

III. Freedom of Movement

All people in Kosovo are able to travel, work and live in safety and without threat or fear of attack, harassment or intimidation, regardless of their ethnic background. They are able to use their own language freely anywhere in Kosovo, including in public places, and enjoy unimpeded access to places of employment, markets, public and social services, and utilities.

Freedom of Movement

- All communities are able freely to exercise rights to social, cultural and religious expression, including attending ceremonies and access to relevant sites.
- Military and police escorts are no longer needed; members of all ethnic communities have access to safe and public transportation
- Public employees from minority communities are able to work in majority areas without difficulties.

- The number of crimes specifically related to movement by minorities (e.g. stoning incidents) is significantly reduced and infrequent.
- Political leaders, without prompting, condemn and take action against acts of violence against ethnic communities and their members.

Free use of language

- Meetings of the Assembly and its committees are conducted in all official languages.
- Official municipal and ministry documents are translated in a timely manner into all official languages.
- Personal documents are issued in the native language of the recipient.
- Official signs inside and outside municipal and ministerial buildings are expressed in all official languages.
- Names of streets, cities, towns, villages, roads and public places are expressed in Albanian, Serbian and any other language of a community that lives there in a significant number.
- Municipalities and ministries provide adequate interpretation and translation services for all communities, including translation of all official documents and interpretation for all official meetings in relevant languages.

IV. Sustainable Returns and the Rights of Communities and their members

Members of all communities must be able to participate fully in the economic, political and social life of Kosovo, and must not face threats to their security and well-being based on their ethnicity. All refugees and displaced persons who wish to return to Kosovo must be able to do so in safety and dignity.

Rights

- The laws of Kosovo provide a full range of protection for human rights and the rights of communities and their members, consistent with European standards.
- A comprehensive and effective structure is in place within the PISG to monitor compliance with human and community rights and to respond to violations.
- Existing mechanisms within municipalities responsible for protection of human and community rights (Municipal Community Offices, Municipal Assembly Communities and Mediation Committees) have adequate resources and staff, and are functioning effectively.
- Kosovo participates in the Council of Europe implementation process for the Framework Convention for the Protection of National Minorities and fully implements recommendations resulting from that process.
- There is fair distribution of municipal and ministerial resources to all communities.
- The educational curriculum encourages tolerance and respect of the contributions of all communities to the history of Kosovo.

Returns

- The number of municipalities with sustainable returns increases, including an increase in returns to urban areas, the pace of returns overall accelerates, and the level of unmet demand for return has been substantially reduced.
- Returnees to Kosovo are able to participate in the economy and job market without discrimination and limitations based on the freedom of movement.
- Health care, social services, education and public utilities are available to returnees on a level equal to that of the rest of the population.

- Returnees face no greater risk of violence than the population as a whole, and police and the judiciary respond promptly and without discrimination to crimes, irrespective of the ethnic background of the victim.
- Municipalities and ministries are able to assume responsibility for returns within all communities in a manner consistent with European standards.
- Funding is allocated from the KCB to support returns projects and smaller communities.
- Visible support of the returns process by community leaders and public information and education efforts supported by the PISG create a climate of tolerance and support for the right to return.
- PISG support for returns, including financial assistance, is distributed equitably to all communities.

V. Economy

The legal framework for a sustainable, competitive market economy is in place and implemented. The minimum essential conditions are a legal and institutional base which act without discrimination against any individual or company; a regulatory system conducive to business that is capable of holding governmental officials and the private sector accountable; a tax regime that sustains the essential functions of government and an infrastructure that provides basic services and facilitates investment. The goal is to move Kosovo towards the achievement of European standards.

- Basic economic legislation is in place and enforced
- Relevant government institutions and services are functioning
- The budget process is functioning and meeting all legal requirements.
- Economic statistics are available and regularly published, including on GDP, inflation, trade and unemployment.
- Privatization and liquidation of Socially Owned Enterprises are well advanced; Municipal Authorities and relevant governmental structures support a smooth and reliable transfer of ownership rights.
- Restructuring of Publicly Owned Enterprises, based on independent audits, is progressing and fully backed by the PISG.
- Supervision over commercial banking, insurance and pension scheme is reliable and effective.
- Kosovo wide billings approach 100% of services provided by KEK, PTK and water sector utilities, and collections approach at least the levels of neighbours.
- Tax revenue fully funds the recurrent budget, and an increasing share of the public investment.
- Tax compliance indicators are substantially improving.
- Revenue raising is free from political influence.

VI. Property Rights

The fair enforcement of property rights is essential to encourage returns and the equal treatment of all ethnic communities. This requires that there is effective legislation in place, that there are effective property dispute resolution mechanisms; that rightful owners of residential, commercial and agricultural lands are able to take effective possession of their property and that there is an accurate system for transfer, encumbrance and registration of property as well as the prevention of coerced property sales.

Property Rights

- Legislation is in place that is consistent with European standards.

- Illegal occupants have been evicted from properties and the property returned to its rightful owners.
- Municipal courts resolve property issues without discrimination against minority communities and do so at a rate comparable to European court systems.
- The Police enforce these decisions routinely and without discrimination.
- The Housing and Property Directorate and the Housing and Property Claims Commission have effectively resolved their backlog of cases.
- There is an effective system to remedy disputes over agricultural and commercial property.
- A property rights registry has been established and is functioning and municipal cadastral surveys have been completed.
- Municipal authorities cease unlawful or unjustified attempts to develop public lands that have long-established informal settlements by minority communities or other vulnerable groups.
- Informal settlements of vulnerable minority groups have been legalized and regularized.

Preservation of Cultural Heritage

- Kosovo's cultural heritage is respected as the common patrimony of all of Kosovo's ethnic, religious and linguistic communities.
- All communities are entitled to preserve, restore and protect sites important to their cultural, historical and religious heritage with the assistance of relevant authorities (PISG), in accordance with European standards.
- There shall be neither discrimination nor preferential treatment of cultural heritage properties of any community.

VII. Dialogue

There is a constructive and continuing dialogue between the PISG and their counterparts in Belgrade over practical issues. Kosovo's cooperation within the region is developed.

Belgrade-Pristina dialogue

- There are regular meetings of the working groups (initially four: missing persons, returns, energy and transport & communications) and all working groups are multi-ethnic
- Meetings take place in atmosphere of constructive cooperation, respecting the rules of procedure and utilizing available international expertise.
- The working groups make progress in resolving practical issues of mutual concern.

Regional

- Working arrangements are in place to provide advanced cooperation in the fields of: freedom of movement (including border crossings), trade and economy, police and justice, public administration, and regional parliamentary exchanges.
- There is participation in bilateral and multilateral arrangements to benefit stability in the region.

VIII. Kosovo Protection Corps

The Kosovo Protection Corps (KPC) thoroughly complies with its mandate, as stated in the Constitutional Framework, as "a civilian emergency organization, which carries out in Kosovo rapid disaster response tasks for public safety in times of emergency and

humanitarian assistance.” The KPC operates in a transparent, accountable, disciplined, and professional manner and is representative of the entire population of Kosovo. The KPC is capable of enforcing discipline and is fully funded in a transparent way.

- The KPC performs its mandated functions in full compliance with the rule of law.
- All Kosovo communities are fully and fairly represented in the KPC without being subject to discrimination.
- Funding is transparent and independently audited.
- The number of KPC installations has been reduced by at least one-third; contingent size is reduced to 3,052 active members and 2,000 reserve members
- All misconduct is punished, under a rigorous Disciplinary Code and Performance Review System.
- The KPC has engaged in a comprehensive campaign to recruit in ethnic minority communities.
- The KPC has devoted a proportionate share of reconstruction activities to ethnic minority communities.
- A Terms of Service Law for active and reserve members has been adopted and implemented.