

**Memorandum Of Understanding**

**Between**

**The Albania Insurance Supervisory Commission (AISC) as the duly authorized entity responsible for insurance regulatory matters in Albania**

**And**

**The Banking and Payments Authority of Kosovo (BPK) as the duly authorized entity responsible for insurance regulatory matters in Kosovo, for the United Nations Interim Administration Mission in Kosovo (UNMIK)**

**On**

**Cooperation in the field of insurance supervision**

**WHEREAS**, AISC and BPK (hereinafter referred to as the “Parties”) wish to cooperate in the context of their statutory functions to license, supervise and regulate insurance activities within their jurisdictions;

**WHEREAS**, the Parties wish through such cooperation to facilitate the performance of their respective duties and promote the sound functioning of cross-border insurance activities in their jurisdictions; and

**WHEREAS**, the Parties wish through such cooperation to also promote and expand the exchange of information and experience on insurance matters;

**NOW THEREFORE**, the Parties have agreed as follows:

## **I. Scope of Cooperation**

With a view towards facilitating the exchange of information and experience regarding the implementation of procedures laid down in their respective governing laws concerning their activities and promoting a comprehensive and effective regulation of cross – border insurance institutions in their jurisdictions, the Parties agree to cooperate in the following areas:

(a) Establish modalities by which one Party can inform and receive advice and information from the other regarding applications it receives to conduct an insurance activity within its jurisdiction by insurance establishments headquartered in the jurisdiction of the other Party through the creation of subsidiaries, branches, affiliates and representative offices.

(b) Establish modalities by which the Parties can notify each other of matters concerning insurance activities and insurance establishments in their jurisdictions, in particular those that are licensed to operate in the jurisdictions of both of the Parties. The matters to be notified include significant changes in their laws concerning insurance, and information on relevant insurance establishments relating to their:

- corporate structure and management,
- ownership,
- market risks,
- liquidity,
- capital adequacy
- records concerning customer complaints,

- winding up/bankruptcy/receivership procedures,
  - records of investigations or inspections conducted by the relevant authorities.
- (c) Establish modalities by which one Party may invite representatives of the other Party to participate in an inspection of an insurance establishment that is headquartered in a territory within the jurisdiction of the other Party.
- (d) Exchange of personnel through an internship programme.
- (e) Arrange regular meetings between the Parties to discuss the implementation of this Memorandum of Understanding, to exchange information and address specific regulatory problems or issues that may arise.
- (f) Provide relevant documents, including the following:
- organigrams of the Parties with the names of relevant officers and their responsibilities; and
  - a regularly updated list of insurance establishments headquartered in the jurisdiction of a Party that have been authorized to conduct an insurance activity within the jurisdiction of the other Party.

## **II. Applicable Law and Confidentiality**

1. The activities conducted pursuant to this Memorandum of Understanding, in particular any sharing of information and participation in inspections shall only be conducted to the extent and in the manner permitted by the applicable laws of the Parties.
2. The Parties agree to maintain the confidentiality of any information or material provided by a Party to the other Party, and of any information known to a Party by reason of its association with the other Party pursuant to this Memorandum of Understanding which has not been made public, and further agree that they will not disclose such information or material to a third Party without the prior authorization of the other Party.

### III. Language

Unless otherwise expressly agreed to by the Parties, the Parties will communicate in the Albanian and/or English languages under this Memorandum of Understanding.

### IV. Amendment and Termination

1. This Memorandum of Understanding may be amended only in writing.
2. This Memorandum of Understanding may be terminated by either Party by providing a [90 day] prior written notice to the other Party.

### V. Settlement of disputes

The Parties will use their best efforts to settle amicably any dispute arising out this Memorandum of Understanding.

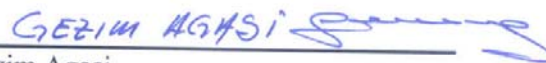
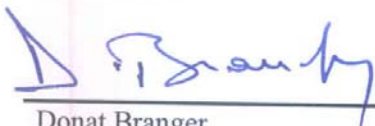
### VI. Entry Into Force

This Memorandum of Understanding will enter into force upon signature by the Parties.

**IN WITNESS WHEREOF** the duly authorized representatives of the Parties have signed this Agreement in two originals in the English and Albanian languages, both being equally authentic, on the date(s) stated below.

For UNMIK

For AISC



Donat Branger  
Managing Director  
BPK

Gezim Agasi  
Chairman  
AISC

Date: 19 April 2004

Date: 19. 04. 2004