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National Report Kosovo 2026

Public-private partnerships: Legal, Institutional and Transparency Assessment for EU Alignment

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National Report
Kosovo 2026

Public-Private Partnerships:
Legal, Institutional and Transparency Assessment for EU Alignment

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List of Abbreviations



PPPC	Public-Private Partnerships Committee
EC	European Commission
EPEC	European PPP Expertise Centre
EU	European Union
FOI	Freedom of Information / Access to Public Documents
IMF	International Monetary Fund
LPFMA	Law on Public Financial Management and Accountability
MoF / MFLT	Ministry of Finance, Labour and Transfers
NAO	National Audit Office (Zyra Kombëtare e Auditimit)
OCDS	Open Contracting Data Standard
OECD	Organisation for Economic Co-operation and Development
PIP	Public Investment Programme
PPP	Public-Private Partnership
PRB	Procurement Review Body
PPRC	Public Procurement Regulatory Commission
SAA	Stabilisation and Association Agreement
Treasury	Kosovo Treasury Department, Ministry of Finance
VfM	Value for Money

Executive Summary

Kosovo's framework on public-private partnership and concessions is at a critical juncture. The country submitted its EU membership application in December 2022 and the European Commission's 2025 Kosovo Report[1] specifically calls for new PPP/concessions law and new public procurement legislation aligned with the EU acquis. At the same time, Kosovo's PPP portfolio remains limited and concentrated: the Prishtina International Airport concession is the only national-level example of fully operational long-term PPP, while a small number of municipal concessions and service PPPs have delivered mixed results.

This report assesses Kosovo's legal, institutional, transparency and data framework on PPPs and concessions, identifies principal gaps against EU standards, and recommends a priority reform roadmap. Key findings are:

- Legal framework: Kosovo's PPP law (Law No. 04/L-045, 2011) is outdated and does not fully reflect Directive 2014/23/EU on concession contracts.2 The law lacks operational test for transfer of operating risk, does not clearly distinguish between concession and public contract PPP models, contains no methodology for value-for-money or fiscal risk assessment, and has not been accompanied by adequate secondary legislation, standard documents or monitoring tools.
- Institutional framework: PPP Committee and Ministry of Finance's PPP Department provide a formal governance structure, but institutional capacity is uneven, ex-post contract monitoring is weak, and municipalities lack technical resources to prepare and manage complex concession transactions.
- Transparency: Publication of PPP/concession information is fragmented and incomplete. Signed contracts, amendments, concession fees, performance data and fiscal commitments are not systematically disclosed. The e-procurement platform, Kosovo's strongest transparency tool, does not appear to be mandatory for concession procedures.
- Data: No comprehensive public PPP/concession register exists. Project data is dispersed across the Ministry of Finance, contracting authorities, e-procurement platform and treasury, with no shared project identifier, no standardised data format and no lifecycle linking.

The reform agenda should focus on five priorities: Kosovo should adopt new PPP and concessions law aligned with Directive 2014/23/EU and introduce mandatory central PPP register based on OCDS PPP extension[3] standard. This should be supported by secondary legislation on feasibility studies, value-for-money assessment, fiscal risk, contract management and control of amendments. The Ministry of Finance's PPP function should also be strengthened to act as the central fiscal and technical quality control body. Finally, full lifecycle disclosure of PPP and concession information should be made a clear legal obligation.

1 European Commission, Kosovo Report 2025, 4 November 2025. Available at: https://neighbourhood-enlargement.ec.europa.eu/kosovo-report-2025_en

2 Directive 2014/23/EU of the European Parliament and of the Council on the award of concession contracts. OJ L 94, 28.3.2014. Available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0023

3 Open Contracting Partnership, OCDS PPP Extension. Available at: https://extensions.open-contracting.org/en/extensions/ppp

Methodology

This report is based on documentary review of publicly available legislation, official documents, international assessments, civil society reporting and other open sources relevant to public-private partnerships and concessions in Kosovo. It does not include an independent legal audit of unpublished contracts, internal government files, fiscal risk records or project-level implementation data that are not publicly available.

Stakeholder consultations were not conducted during this phase. The findings should therefore be read as desk-based assessment and validated with the Ministry of Finance, Public-Private Partnerships Committee, contracting authorities, municipalities, Public Procurement Regulatory Commission, Procurement Review Body, National Audit Office and civil society before implementation of the reform roadmap.

Country Overview

EU ACCESSION STATUS AND PPP/CONCESSION REFORM CONTEXT

Kosovo submitted its application for EU membership in December 2022 and holds the status of potential candidate country. The Stabilisation and Association Agreement (SAA) with the EU provides the framework for progressive legal and institutional alignment. Public procurement, concessions and public financial management are reform areas explicitly covered by EU accession commitments and the EU-Kosovo Reform Agenda.

The European Commission's 2025 Progress Report on Kosovo provides direct policy context for this assessment. It recommends that Kosovo adopt new law on public procurement and new law on PPPs/concessions aligned with the EU acquis and Reform Agenda commitments, and calls for proper implementing legislation and application. This framing is significant: the Commission does not simply note existence of PPP legislation but identifies the current framework as insufficient for the next phase of EU-aligned governance. For PPPs and concessions, the most important alignment obligations arise from Directive 2014/23/EU on concession contracts and Directive 2014/24/EU on public procurement.[4]

ECONOMIC AND INFRASTRUCTURE CONTEXT

Kosovo has significant infrastructure and public service delivery needs across transport, energy, water, waste management, education, health and urban services. Fiscal space is constrained, while demand for capital investment remains high. In principle, PPPs offer a mechanism for mobilising private finance, transferring selected project risks to private operators and improving service quality. In practice, Kosovo's PPP market remains small and highly concentrated.

The Prishtina International Airport "Adem Jashari" concession is the country's most prominent PPP, representing a long-term concession for airport operation and expansion. A limited number of municipal concessions — primarily urban parking, school infrastructure project in Gjilan and public transport PPP in Peja — make up the remainder of the active portfolio. Several strategic PPP attempts, including the Brezovica Ski Resort concession and cemetery project in Prizren, did not reach successful implementation.

Kosovo should not adopt PPP promotion policy at any cost. The appropriate reform objective is to create conditions for fewer but better prepared PPPs: legally sound, affordable, competitively tendered, transparently managed and capable of delivering long-term public value. The limited scale of Kosovo's PPP experience reflects structural constraints rather than absence of need: weak project preparation capacity, absence of standardised PPP documentation, limited municipal technical resources, underdeveloped fiscal risk analysis tools, and fragmented data systems. Reform must address all of these dimensions simultaneously.

4 Directive 2014/24/EU of the European Parliament and of the Council on public procurement. OJ L 94, 28.3.2014. Available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0024

Legal Framework Assessment

PRIMARY LEGISLATION

The legal foundation for PPPs in Kosovo is based on a number of primary laws that intersect in governance of long-term public-private arrangements. The main legislation is Law No. 04/L-045 on Public-Private Partnerships,[5] adopted in 2011 and replacing the earlier Law No. 03/L-090 on PPPs and Concessions in Infrastructure. Law No. 04/L-045 establishes the general legal framework on PPP preparation, approval, procurement and implementation, and creates the core institutional structure including the PPP Committee and PPP function within the Ministry of Finance.

Law No. 04/L-042 on Public Procurement,[6] as amended by Law No. 05/L-068[7] and subsequent amendments, is the second key legal instrument. It applies directly to PPPs structured as public contracts and applies subsidiarily where the PPP law is silent on procedural matters. The amendment history of the procurement law is relevant because the most recent amendments introduced changes to thresholds, electronic procurement obligations, and complaint procedures that affect the broader PPP environment.

Two further laws are critical for fiscal and municipal dimensions of PPP governance. The Law on Public Financial Management and Accountability (LPFMA) governs multi-year budget commitments, contingent liabilities, guarantees and reporting on fiscal obligations arising from PPPs and concessions. It is the statutory basis for affordability review and fiscal risk reporting, functions that are central to sound PPP governance which the PPP law itself does not operationalise in sufficient detail. The Law on Local Government Finance governs municipal borrowing limits, guarantees and fiscal responsibilities. It directly constrains the capacity of municipalities to enter long-term PPP commitments and is therefore materially relevant to the Peja transport case, urban parking concessions and school infrastructure PPPs.

Furthermore, PPPs are subject to wider body of legislation depending on the sector, assets involved and payment model. This includes legislation on public debt and guarantees, municipal self-government, public enterprises, competition, access to public documents, environmental impact assessment, spatial planning, expropriation and property rights, sectoral licensing and regulation, public audit, and dispute resolution.

5 Law No. 04/L-045 on Public-Private Partnerships, Republic of Kosovo, Official Gazette. Available at: https://gzk.rks-gov.net/ActDetail.aspx?ActID=2784&langid=2

6 Law No. 04/L-042 on Public Procurement (as amended), Republic of Kosovo, Official Gazette. Available at: https://gzk.rks-gov.net/ActDetail.aspx?ActID=2772&langid=2

7 Law No. 05/L-068 Amending Law No. 04/L-042 on Public Procurement, Republic of Kosovo, Official Gazette.

Legal area	Relevance for PPP/concession governance
Law No. 04/L-045 on PPPs (2011)	Principal statute: defines PPP forms, approval procedures, institutional roles and general rules on award and implementation.
Law No. 04/L-042 on Public Procurement (as amended)	Applies to public contract PPPs; applies subsidiarily to concessions where the PPP law is silent.
Law on Public Financial Management and Accountability	Governs multi-year commitments, contingent liabilities, guarantees and PPP fiscal reporting.
Law on Local Government Finance	Governs municipal borrowing, guarantees and fiscal limits; constrains municipal PPP capacity.
Public debt and guarantees legislation	Relevant where the public authority provides guarantees, revenue support or contingent commitments.
Local self-government legislation	Defines municipal competences, including service delivery via concession.
Sector legislation (transport, energy, water, education, health)	Service standards, licensing, tariffs, technical requirements and sector-specific concession rules.
Law on Access to Public Documents	Legal basis for citizen access to PPP contracts, amendments and implementation data not proactively published.
Audit legislation	Enables NAO to audit value for money, contract implementation and fiscal exposure of PPPs.

EU ALIGNMENT AND IMPLEMENTATION GAPS

Kosovo's PPP Law recognises contractual PPPs and institutional PPPs and allows contractual PPPs to be structured either as concessions or as public-contract PPPs. This basic architecture is useful, but it is not sufficiently operationalised for an EU-aligned concession regime. The law should distinguish more clearly between user-revenue concessions, authority-pay PPPs and institutional forms, and should require the contracting authority to justify the selected model through options analysis, affordability review and value-for-money assessment.

The main legal alignment gap concerns the EU operating risk test. Directive 2014/23/EU defines concessions by reference to transfer of real operating risk to the concessionaire, including demand risk, supply risk or both, with no guaranteed recovery of investments and operating costs under normal operating conditions. Kosovo's current law refers to risk allocation, value for money and affordability, but does not provide a sufficiently clear test for determining whether a project is legally concession or another form of PPP/public contract.

The secondary legislation gap is also significant. The current law gives the Public-Private Partnerships Committee authority to issue implementing regulations and clarifications on PPP rules, procedures, standards and project documents. This means that some reform can already be advanced through PPPC-approved secondary acts and standard templates. The future law should nevertheless require a full toolkit covering project identification, feasibility studies, value-for-money methodology, fiscal risk screening, standard tender documents, model contract clauses, contract management plans and monitoring templates.

Other legal issues should be clarified in the new law, including treatment of unsolicited proposals, concession remedies, contract amendments, dispute resolution, state aid screening and judicial review route for PRB decisions. A detailed legal alignment note and gap matrix are provided in Annex 1.

Institutional Framework Assessment

MAPPING OF RESPONSIBLE INSTITUTIONS

Kosovo's PPP framework is built around a shared institutional model. Contracting authorities are responsible for identifying and preparing projects, while central institutions, mainly the PPP Committee and Ministry of Finance, provide approval, technical review and fiscal control. This structure is broadly appropriate, but its effectiveness depends on clear division of responsibilities, strong technical capacity, and reliable project lifecycle reporting.

In practice, the main institutional challenge is not absence of responsible bodies, but limited operational coordination between them. PPP projects require legal, fiscal, technical, procurement and contract management inputs from different institutions. If these roles are not clearly defined and actively coordinated, risks may be missed at the preparation stage, fiscal obligations may not be fully captured, and contract implementation may remain weak after award.

The institutions below represent the core PPP governance framework in Kosovo.

Institution	Principal PPP/concession responsibilities
PPPC	Leads PPP policy and programme development; reviews, approves or rejects PPP project proposals; approves economic support where applicable; oversees implementation; reviews amendments; and maintains the national PPP register.
Ministry of Finance – Central PPP Department / PPP function	Provides technical and administrative support to PPPC and contracting authorities; supports project preparation and assessment; coordinates PPP records and reporting; and contributes to fiscal and technical review together with other MoF functions.
Contracting authorities	Identify and prepare PPP projects; conduct feasibility, options and value-for-money analysis; prepare tender documents; conduct procurement; establish project and contract management teams; monitor implementation and report to PPPC through the PPP function.
Municipalities	Act as contracting authorities for local PPPs, including municipal services, parking, local transport, education facilities and local infrastructure; assess local budget and asset implications; and report on implementation.
PPRC	Provides public procurement rules, standardisation and guidance relevant to authority-pay/public contract PPPs and procurement law aspects of PPP procedures. PPP-specific concession guidance remains primarily under the PPP framework.
PRB	Reviews complaints in PPP award procedures under Article 46 of the PPP Law, applying the Public Procurement Law review framework; its decisions may be subject to judicial review.

Institution	Principal PPP/concession responsibilities
Treasury Department, Ministry of Finance	Records budget execution and payments under the public financial management system; should support tracking of PPP-related payment obligations where direct budget commitments exist.
Budget Department, Ministry of Finance	Supports integration of PPP-related fiscal obligations into the annual budget and MTEF; should contribute to affordability assessment and monitoring of multi-year commitments.
NAO	Audits use of public funds and may conduct financial, compliance and performance audits of PPP-related fiscal exposure, procurement compliance and contract implementation.
Sector ministries and regulators	Define and enforce sector-specific standards, licensing requirements, tariff rules, safety obligations and service quality requirements for PPPs in regulated sectors.
Assembly and municipal assemblies	Provide political accountability and oversight; approve PPP-related matters only where required by law, including certain public assets, municipal, public enterprise or long-term commitment issues.

CAPACITY, COORDINATION AND OVERSIGHT: ASSESSMENT

Kosovo's institutional PPP framework is more clearly defined in law than it is operationalised in the practice. PPP transactions require legal, financial, technical, environmental, procurement and sector-specific expertise to be brought together at the same time. Many contracting authorities, especially municipalities, are unlikely to maintain full range of these capabilities in-house. This creates reliance on external advisers where they are available and properly procured. It may also create risks where projects are shaped by unsolicited proposals or technical documentation prepared outside the public authority's planning process.

The formal gatekeeping role lies with PPPC, while the Ministry of Finance, through the Central PPP Department and its fiscal functions, should provide the main technical and fiscal review before projects proceed. PPPs create long-term fiscal and policy commitments that may not appear as immediate public debt, but can still create real public obligations. For this reason, the ministry's role should go beyond administrative processing of project applications. It should support verification of alignment with public investment priorities, check whether the PPP model is justified, assess whether risks are allocated to the party best able to manage them, review affordability, and confirm that the contracting authority has credible capacity to manage the contract after signing.

In practice, this review function appears constrained by limited development of standardised tools. Kosovo's framework requires feasibility studies, value-for-money analysis, risk assessment, options analysis and affordability review, but supporting methodologies, templates and fiscal risk screening tools are not sufficiently developed. As a result, the quality of review may depend too heavily on experience of individual officials rather than on consistent institutional process. Where analytical capacity is weak, projects may move through the approval process without adequate scrutiny of fiscal, legal and implementation risks.

Coordination failures are most visible in complex municipal and cross-sector projects. A municipal parking concession, for example, may require coordination between the municipality, urban planning authorities, traffic management bodies, property registries, the treasury, the Ministry of Finance and courts where property rights are disputed. A school infrastructure PPP may require coordination between the municipality, education authorities, the Ministry of Finance, budget institutions and construction regulators. Where these coordination issues are not resolved before tendering, legal ambiguities and implementation risks may be built into the contract and later become the contracting authority's problem over 15 or 20-year contract life.

EX-POST CONTRACT MONITORING

Ex-post contract monitoring remains one of the weakest components of Kosovo's PPP governance system. The current framework is more developed for approval and award phase than for systematic monitoring after contract signing. The PPP Committee approves projects and agreements, the Ministry of Finance participates in fiscal and technical review through the PPP function, and the contracting authority conducts the procurement and signs the contract. After contract signing, the contracting authority remains primarily responsible for day-to-day contract management, including monitoring the private partner's compliance with contractual obligations.

The legal framework does provide for contract management teams and regular reporting to PPPC through the Central PPP Department. Therefore, the gap is not complete absence of monitoring rules, but limited operationalisation of these rules in the practice. Kosovo does not yet have a strong central system for tracking PPP implementation data, publishing performance information, monitoring key performance indicators, recording payment deductions for non-performance, or disclosing fiscal and service delivery events during the contract lifecycle.

This is particularly important for long-term PPP contracts. Kosovo's active PPP portfolio includes contracts of 10, 15, 20 and 35 years. Over such periods, performance shortfalls, amendments, compensation events, service quality problems and handback risks may accumulate if they are not monitored through structured and transparent system. The Pristina International Airport concession, Kosovo's largest and most prominent PPP, illustrates the need for stronger disclosure: concession fee payments, investment milestone achievements and service quality indicators are not published in structured, publicly accessible format.

Each PPP contract should therefore be accompanied by contract management plan prepared before signing. The plan should identify responsible officials, reporting lines, performance indicators, reporting frequency, payment verification process, penalty and deduction mechanisms, amendment procedures, dispute escalation pathway, fiscal risk reporting obligations and handback monitoring arrangements. These plans should be submitted to the PPP Committee and the Ministry of Finance, updated during implementation, and supported by public disclosure of key non-confidential performance data.

KOSOVO PPP PRACTICE: MAIN LESSONS

Kosovo's practical PPP experience remains limited and concentrated. The Prishtina International Airport concession is the clearest operational national-level PPP. Municipal practice includes urban parking, school-related infrastructure and service concessions, while some larger strategic concession attempts have not reached implementation. The experience shows that PPPs can mobilise private finance where the asset has clear revenue base, but also that weak project preparation, unresolved public-side obligations and limited monitoring can undermine project performance.

The main lessons from Kosovo practice are that the PPP model should be selected only after options analysis and affordability review; public-side obligations must be enforceable and monitored; municipal projects require stronger technical support; and contract implementation data should be published throughout the project lifecycle. Detailed case notes are provided in Annex 2.

Transparency and Disclosure Analysis

OVERVIEW OF CURRENT PUBLICATION PRACTICES

Kosovo has developed a functional public procurement transparency infrastructure through its e-procurement platform. The platform publishes key information on procurement procedures covered by the Public Procurement Law, including tender notices, procurement documents, award information and complaint-related records. This provides an important base for transparency in traditional procurement and public contract PPPs.

PPP and concession-specific transparency remains weaker. Public contract PPPs are linked to the public procurement system, while concessions are governed by the PPP Law and PPP-specific procedures. As a result, the two transparency systems are not equivalent. The main issue is not whether documents are published, but whether all PPP and concession information is published in one structured, searchable and lifecycle-based system.

This creates a structural transparency gap. Concessions are often the most legally and fiscally complex form of PPP because they involve long-term use of public assets, tariff or user-fee arrangements, risk allocation, amendments, compensation events and performance obligations. If concession information is not published through the same level of digital infrastructure as public procurement, the public cannot easily track how these projects are approved, awarded, amended and monitored.

PPP and concession information in Kosovo is currently dispersed across several sources, including Ministry of Finance publications, individual contracting authority websites, archived PPP webpages, e-procurement records for public contract PPPs, FOI requests, civil society research and international assessments. There is no single authoritative public register that covers the full lifecycle of each PPP project, from project proposal and feasibility assessment to tendering, contract signing, implementation, amendments, performance monitoring and closure. Efforts to understand the status, financial terms and performance of Kosovo's active PPP portfolio are constrained by the lack of accessible and consolidated official information. This is an important finding in itself. The transparency gap is not limited to individual missing documents; it reflects the absence of structured public disclosure system for PPPs and concessions. The inability to answer basic transparency questions about Kosovo's active PPP portfolio from official public sources is itself the most telling evidence of the systemic disclosure gap. Where data cannot be confirmed from public sources, this is not merely a research limitation, it is a governance failure.

FISCAL TRANSPARENCY GAPS

PPP fiscal transparency should cover both direct and contingent public obligations. Direct obligations arise from availability-payment PPPs, subsidies, public contributions and public-side service payments. Contingent obligations may arise from termination compensation, minimum revenue guarantees, change-in-law compensation, force majeure compensation, public-side default compensation and other compensation events. Performance bonds and similar security instruments should be treated separately, as they normally mitigate public sector exposure rather than create public liability.

Kosovo's current active PPP portfolio is still largely based on concession models, where private operators recover investment mainly through user fees or commercial revenue. This limits immediate budget exposure, but it does not eliminate fiscal risk. Revenue-based concessions may still include termination compensation provisions, change-in-law clauses and other compensation mechanisms that can create contingent liabilities for the public authority. In addition, if Kosovo begins to use PPPs more frequently in education, health, public buildings or energy efficiency, where authority-pay or availability-payment models are common, direct multi-year budget obligations could grow substantially unless they are properly assessed and integrated into fiscal planning.

Kosovo's fiscal reporting does not appear to include systematic, project-level disclosure of PPP contingent liabilities. The IMF Fiscal Transparency Code[8] treats PPP obligations as part of fiscal risk analysis and management, requiring obligations under PPPs to be regularly disclosed and actively managed. IPSAS 19 on Provisions, Contingent Liabilities and Contingent Assets[9] provides the relevant accounting framework on recognising provisions and disclosing contingent liabilities and contingent assets where applicable. Kosovo's compliance with these standards, and the gap between current practice and full compliance, should be assessed explicitly in the context of LPFMA, annual budget process, Medium-Term Expenditure Framework and public financial reporting.

EU AND INTERNATIONAL DISCLOSURE STANDARDS: ASSESSMENT

EU principles require transparency, equal treatment, non-discrimination and competition in award of public contracts and concessions. In PPPs and concessions, the public interest in transparency does not end with contract signing. These contracts often involve public assets, public services, user-fee rights, fiscal commitments and long-term contractual obligations lasting many years or decades. For that reason, disclosure should cover the full project lifecycle, from project identification and preparation to tendering, award, contract signing, implementation, amendments and handback.

Directive 2014/23/EU provides strong basis for transparency during concession procedures. It requires publication of concession notices and concession award notices, electronic access to concession documents, and transparent treatment of contract modifications. Article 43 is particularly relevant because it regulates modifications throughout contract duration. Certain modifications may be permitted without new procedure, but substantial modifications require a new concession award procedure. For some types of permitted modifications, the Directive also requires publication of modification notice.

International good practice goes further by requiring structured lifecycle disclosure. The Open Contracting Data Standard (OCDS), including its PPP-related profiles and extensions, provides a practical model for publishing PPP data in structured, reusable and machine-readable format. For Kosovo, the main reform priority should be to establish a central PPP/concession register that follows this lifecycle logic and links project-level documents, contract data, amendments, fiscal information and implementation reports in one public system.

8 IMF, Fiscal Transparency Code, 2019 edition. Available at: https://www.imf.org/external/np/pp/eng/2019/060719.pdf
9 IPSAS 19, Provisions, Contingent Liabilities and Contingent Assets, International Public Sector Accounting Standards Board. https://ifacweb.blob.core.windows.net/publicfiles/2024-12/A28-IPSAS-19.pdf

The minimum lifecycle disclosure standard is summarised in Annex 3. The immediate priority is to move from fragmented document publication toward single public project file for each PPP and concession, covering preparation, award, contract signing, implementation, amendments and handback.

The main transparency weakness is not only absence of individual documents. It is the absence of structured public disclosure system that allows users to follow each PPP or concession from the first project proposal through contract implementation and amendment. Without such system, it is difficult to verify the status, fiscal exposure and performance of Kosovo's PPP portfolio from official public sources.

ACCESS TO PUBLIC DOCUMENTS IN PRACTICE

The Law on Access to Public Documents provides the main legal basis for citizens, journalists and civil society to request access to PPP contracts, amendments and implementation data that are not proactively published. This mechanism is important because PPP and concession information in Kosovo is not yet available through single structured public disclosure system.

In practice, reliance on FOI requests is not an adequate substitute for proactive PPP transparency. Civil society work shows that PPP information is fragmented, that concession data is less structured than public procurement data, and that some PPP-related information has had to be obtained through FOI requests rather than through regular publication. This indicates a transparency gap, even where the legal right of access exists.

Commercial confidentiality should not be used to conceal public obligations, tariff levels, risk allocation arrangements, public guarantees, fiscal exposure, concession fees, contract amendments or performance data. Where genuinely sensitive commercial information exists, it should be narrowly redacted, while remaining parts of the document should be disclosed. A new PPP transparency regulation should therefore define the categories of commercially sensitive information narrowly and establish clear presumption of disclosure for all information relating to public obligations, public payments, fiscal risks, tariffs, amendments and contract performance.

Data Mapping

INVENTORY OF EXISTING PPP/CONCESSION DATA SOURCES

Kosovo's legal framework provides for a national PPP register, but there is no comprehensive, publicly accessible and lifecycle-based PPP/concession register that allows users to follow each project from identification and preparation through tendering, contract signing, implementation, amendments and closure. In practice, PPP data is dispersed across several systems and institutions, none of which provides complete public coverage of PPP lifecycle.

A detailed map of existing data sources and their main limitations is provided in Annex 3.

Kosovo does not have a comprehensive public PPP/concession register covering the full project lifecycle. Project data is dispersed across several systems and institutions, none of which provides complete coverage.

DATA QUALITY, FORMAT, OWNERSHIP AND ACCESSIBILITY

The fundamental data problem is fragmentation. Data about individual PPP projects exists across several systems, but it is not organised around single project identity that follows the project from identification through approval, tendering, contract signing, implementation, amendment, completion and handback. A PPP project record in Kosovo may be split between the Ministry of Finance approval file, the contracting authority's procurement records, the e-procurement platform where procurement-law procedures are used, the signed contract in the contracting authority's archive, payment records in the treasury, and performance data, where such data exists, in the contracting authority's operational files. These data sources are not linked into coherent public project lifecycle record.

The second problem is format. Most PPP information, where accessible, is available as PDF documents, scanned files or narrative reports. This limits comparison across projects, sectors and countries. For the regional comparative report and harmonisation roadmap, Kosovo's PPP data should be available in structured fields, including sector, contracting authority, project type, value, duration, risk model, payment mechanism, fiscal commitments, private partner, status, amendments and performance indicators.

The third problem is operational ownership. Kosovo's legal framework assigns PPPC responsibility for maintaining a national PPP register, with support from the Central PPP Department. However, the current framework does not provide sufficiently clear and enforceable obligation for all contracting authorities to submit, update and publish complete PPP lifecycle data on a defined schedule. The Ministry of Finance is the natural institutional location for a public PPP register, but without binding reporting duties, standard data fields, project identifiers and publication deadlines, any register will remain incomplete and quickly become outdated.

MISSING DATA ELEMENTS FOR A KOSOVO PPP REGISTER

The minimum register fields should be defined in law or secondary legislation. A detailed proposed data-field list is provided in Annex 3.

INTEROPERABILITY WITH PUBLIC FINANCE AND PROCUREMENT SYSTEMS

A central PPP register should serve as the backbone of Kosovo's PPP transparency and oversight system, not merely as repository of documents. Its purpose should be to create a single, reliable project record that follows each PPP from the earliest stage of identification through approval, tendering, contract signing, implementation, amendment, completion and handback. This requires each project to have a unique identifier that remains attached to the project across all relevant public systems.

The register should therefore be designed for interoperability from the outset. It should connect, progressively, with Kosovo's existing public finance, procurement and accountability systems, including the e-procurement platform for tender and award data; treasury and budget systems for payment, commitment and financial execution records; the Public Investment Programme for alignment with investment priorities; the Business Registry and Beneficial Ownership Register for information on private partners; municipal finance systems for local PPP obligations; and National Audit Office reports for audit findings and follow-up recommendations. This would allow PPP information to be tracked as one coherent lifecycle record, rather than as separate files dispersed across different institutions.

Kosovo should adopt OCDS for PPPs as data standard for the central PPP register. OCDS for PPPs provides a structured model for publishing PPP project data across the lifecycle, including preparation, tendering, award, contract, implementation and amendments. Its use would allow Kosovo to publish PPP information in standardised fields and reusable formats, support comparison across projects and sectors, and provide clear technical specification for future IT development. Adopting OCDS-aligned PPP data fields would also support regional comparison and future harmonisation work. It would allow Kosovo's PPP data to be compared with data from other jurisdictions where similar open contracting standards are used, and would make the information easier to use for fiscal analysis, civil society monitoring, audit work and policy planning.

The first phase does not require a complex new IT system. Kosovo can begin with a central PPP register based on standardised OCDS-aligned data fields, using a simple web form or structured spreadsheet submitted by contracting authorities. In the second phase, the register can be connected to e-procurement, treasury, the Business Registry and other datasets through APIs or formal data exchange protocols. The register should be administered by the Ministry of Finance PPP function, under PPPC authority, with clear legal mandate and adequate technical resources. The ministry should designate a PPP Register Administrator responsible for data quality, publication frequency, user access and interoperability maintenance. Contracting authorities should be legally required to submit project data at defined stages and to update the register within a fixed period, for example 30 days, after key project events such as approval, tender launch, award, contract signing, amendment, payment milestone, performance failure, dispute, termination or handback.

Key Challenges and Reform Entry Points



Kosovo's PPP framework has a legal foundation, but it is not yet organised as complete public investment governance system. The main gaps relate to practical rules needed to prepare, approve, tender, monitor and disclose PPP and concession projects consistently.

These findings are based on documentary review and publicly available sources. Stakeholder consultations were not conducted during this phase. The findings should therefore be validated with the Ministry of Finance, Public-Private Partnerships Committee, contracting authorities, municipalities, PPRC, PRB, National Audit Office, civil society and private-sector representatives before the roadmap is finalised.

The key legal gaps concern the definition of concessions and the operating-risk test; the absence of a clear comparative test for choosing between traditional procurement, concessions, public-contract PPPs and institutional PPPs; incomplete rules on contract amendments and remedies; and the absence of express safeguards for private-originated project ideas. The current law refers to feasibility, value for money and affordability, but these concepts are not supported by a sufficiently detailed and binding methodology.

The main institutional gaps concern capacity and coordination. PPPC and the Ministry of Finance PPP function have important formal roles, but Kosovo needs stronger technical, fiscal and legal review capacity, especially before project approval and before amendment of long-term contracts. Municipalities also need practical support for project preparation, procurement, contract management and disclosure.

The main transparency and data gaps are absence of comprehensive public PPP/concession register, fragmented publication of contracts and amendments, limited disclosure of implementation data, and weak project-level reporting of direct and contingent fiscal obligations. These gaps also limit audit, civil society monitoring, integrity checks and comparison across projects.

The main reform entry points are therefore: adoption of new EU-aligned PPP/concessions law; preparation of full package of secondary legislation and standard documents under PPPC authority; establishment of central lifecycle PPP register; stronger fiscal risk reporting by the Ministry of Finance; and clear requirement that each PPP be justified by public need, affordability, value for money and transparent competition.

Recommendations

The recommendations below are presented as priority reform roadmap. They focus on legal alignment, stronger institutional quality control, lifecycle transparency, fiscal risk disclosure and data interoperability. The objective is not to promote more PPPs, but to ensure that any PPP used in Kosovo is affordable, competitively awarded, transparently managed and capable of delivering long-term public value.

The roadmap should be implemented in three phases: immediate consolidation of existing PPP information; short-term adoption of new legal and secondary-legislation package; and medium-term development of functioning PPP data, fiscal risk and oversight system. Detailed narrative recommendations have been moved to Annex 4; the main report retains the action table required for implementation planning.

Priority reform roadmap

Timing	Reform action	Responsible institution(s)	**Priority**
Immediate: 0–6 months	Publish a consolidated list of all active PPPs and concessions, including status, contracting authority, sector, contract type, value, duration and private partner.	Ministry of Finance / PPP function	Critical
Immediate: 0–6 months	Prepare and publish a legal gap table comparing Law No. 04/L-045 with Directive 2014/23/EU and relevant parts of Directive 2014/24/EU.	Ministry of Finance, Legal Office, EU integration structures	Critical
Immediate: 0–6 months	Require all contracting authorities to submit existing PPP contracts, amendments and monitoring records to the Ministry of Finance PPP function for central registration.	Ministry of Finance, all contracting authorities	Critical
Immediate: 0–6 months	Assess and publish how concession procedures are currently disclosed, including whether and how the e-procurement platform is used; issue interim guidance on concession publication requirements.	Ministry of Finance, PPRC	High
Short-term: 6–24 months	Adopt new PPP/concessions law aligned with Directive 2014/23/EU and coordinated with the public procurement, public finance and local government finance frameworks.	Government, Assembly	Critical
Short-term: 6–24 months	Adopt secondary legislation on feasibility studies, value-for-money assessment, fiscal risk, amendments, contract management, reporting and PPP disclosure.	Ministry of Finance, Government	Critical

Timing	Reform action	Responsible institution(s)	**Priority**
Short-term: 6–24 months	Develop and publish standard PPP contract clauses, risk allocation matrices and sector-specific guidance for municipalities and line ministries.	Ministry of Finance, sector ministries, PPRC where relevant	High
Short-term: 6–24 months	Establish mandatory central PPP register using OCDS for PPPs and designate a PPP Register Administrator within the Ministry of Finance.	Ministry of Finance / PPP function, PPPC	Critical
Short-term: 6–24 months	Extend or connect the e-procurement platform to concession procedures as mandatory publication channel.	PPRC, Ministry of Finance, e-government bodies	High
Short-term: 6–24 months	Adopt PPP transparency regulation requiring lifecycle disclosure of contracts, amendments, payments, KPIs, monitoring reports and audit findings.	Ministry of Finance, Government	High
Short-term: 6–24 months	Strengthen the concession remedies framework, including standstill, suspension, annulment, ineffectiveness or equivalent sanctions, damages and post-award remedies.	Ministry of Finance, Ministry of Justice, PRB	High
Short-term: 6–24 months	Introduce mandatory PPP contract management plan and annual implementation reporting obligation for all contracting authorities.	Ministry of Finance, all contracting authorities	High
Medium-term: 2–5 years	Link the central PPP register to treasury, Public Investment Programme, Business Registry, Beneficial Ownership Register and NAO reports through unique project identifiers and APIs or data exchange protocols.	Ministry of Finance, treasury, KBRA, NAO, e-government bodies	Medium
Medium-term: 2–5 years	Introduce annual project-level PPP fiscal risk reporting to the Assembly's budget and finance committee.	Ministry of Finance	Medium
Medium-term: 2–5 years	Develop NAO PPP audit methodology and conduct performance and fiscal audit of major PPPs, starting with long-duration concessions and authority-pay school PPPs.	National Audit Office	Medium
Medium-term: 2–5 years	Develop municipal PPP advisory and training programme focused on project preparation, procurement, contract management and disclosure obligations.	Ministry of Finance, Association of Kosovo Municipalities, donors	Medium
Medium-term: 2–5 years	Assess state aid implications of existing and future PPP arrangements, particularly in projects involving subsidies, guarantees, exclusive rights, tariff support or below-market use of public assets.	Ministry of Finance, State Aid Commission / State Aid Department, EU integration structures	Medium

The guiding reform principle should be that PPPs are not used as mechanism to bypass fiscal constraints or defer public expenditure without proper scrutiny. Kosovo should pursue PPPs only where they are supported by clear legal basis, demonstrated affordability, competitive and transparent award procedures, effective contract management, and credible evidence of long-term public value. The reform objective should therefore not be to increase the number of PPP projects, but improve their quality, accountability and contribution to public investment outcomes.

Annexes

The annexes contain supporting detail that was moved out of the main report to keep the national report closer to requested outline and page limits. Main findings and recommendations remain in the report's body.

ANNEX 1: DETAILED LEGAL ALIGNMENT NOTES AND GAP MATRIX

LEGAL FORMS OF PPPs: CONCESSION, PUBLIC CONTRACT AND INSTITUTIONAL PPP

Kosovo's PPP framework allows public-private partnerships to be implemented through contractual PPPs and institutional PPPs. Contractual PPPs are based on long-term arrangement between a public authority and private partner for financing, construction, operation, maintenance or delivery of public infrastructure or public services. Under the PPP Law, contractual PPPs may take the form of either concession or public contract, depending mainly on the remuneration model, risk allocation and legal procedure applicable to the award.

In the case of concessions, the private partner normally recovers its investment through the right to operate or exploit infrastructure, facility or service. This may include user fees, tariffs, commercial revenue or other income generated by the project. Under an EU-aligned approach, the defining feature of concessions should be transfer of meaningful operating risk to the private partner, including exposure to demand risk, supply risk or other market-related risks. Public support may still exist in some cases, but it should not remove the essential transfer of operating risk to the private partner. By comparison, public-contract PPPs are based on remuneration by the public authority. In this model, the private partner may design, finance, build, operate or maintain an asset or service, while the public authority makes payments during the contract life. These payments may be linked to service availability, performance standards, demand, construction risk or other agreed indicators. This model creates more direct and predictable budget obligations for the public authority and therefore requires careful affordability and fiscal risk assessment before approval.

Kosovo's framework also allows institutional PPPs, but the current legal formulation is relatively narrow. It refers mainly to municipal institutional PPPs established through private participation in existing public enterprise, where the private partner acquires municipal shares and also participates in enterprise management or delivery of public service or infrastructure. Where institutional PPP is used to implement a concession, the private partner must be selected under the PPP Law. Where it is used to implement another public contract, the selection is made under the Public Procurement Law. This distinction is important because the institutional form does not remove the need to identify the arrangement's underlying legal nature.

Kosovo practice has been dominated by concession-type PPPs. The airport and urban parking projects are examples of concession-type arrangements financed mainly through project-generated revenue. The Prishtina school infrastructure PPP appears to follow a public-contract PPP model, with availability payments and public-sector payment obligations. This shows why the legal framework should require clear justification of the PPP

model selected before approval. The current PPP Law already refers to value-for-money, affordability, feasibility studies, options studies and financial modelling. It also gives the Public-Private Partnerships Committee authority to approve or reject project proposals on value-for-money and public interest grounds. However, these requirements are not sufficiently operationalised through binding methodology, standard templates and clear comparative test. A contracting authority is not required in detailed, enforceable terms to demonstrate why a concession, public-contract PPP, institutional PPP or traditional public procurement is the most appropriate delivery model for the specific project.

A new PPP/concessions law should therefore require each proposed project to include an options analysis and value-for-money assessment that compares the proposed PPP model with other realistic delivery options. The contracting authority should justify the selected model by reference to risk allocation, affordability, fiscal exposure, expected service outcomes, market interest and public interest. This would make the choice of PPP form more transparent and reduce the risk that a concession model is selected without demonstrating that it offers better value than traditional procurement or another PPP structure.

LEGAL DEFINITION OF CONCESSION AND OPERATING RISK TEST

The central legal concept in EU concession law is transfer of operating risk from the public authority to the private operator. Under Article 5(1) of Directive 2014/23/EU, works and services concessions are contracts where the consideration consists either in the right to exploit works or services, or in that right together with payment. The award of concession must involve transfer to the concessionaire of operating risk in exploiting works or services, covering demand risk, supply risk, or both. The concessionaire is considered to assume operating risk where, under normal operating conditions, it is not guaranteed to recover investments made or costs incurred in operating works or services.

Recitals 18 and 20 of Directive 2014/23/EU further clarify that the risk must be real and economic in nature. The concessionaire must be exposed to the possibility of not recovering its investment and costs, and the potential loss must not be merely nominal or negligible. The relevant risk must arise from exposure to the market, including uncertainty over demand or supply. It should not be reduced to ordinary contractual risks such as poor management, contractual default or force majeure.

Kosovo's Law No. 04/L-045 recognises concessions as form of contractual PPP and defines works and service concessions by reference to compensation through the right to exploit the contract subject, either fully or partly. The law also includes risk-related concepts in the general definition of PPP, where the private partner is expected to assume financial, technical, construction and operational risks, including demand and/or availability risks. In addition, the law includes value-for-money and affordability as general principles, and defines affordability by reference to financial obligations borne by the public authority under the agreement and their coverage within current and reasonably planned future expenditure.

These provisions are relevant, but they do not amount to sufficiently operational concession test in the sense required by Directive 2014/23/EU. In particular, the current law does not clearly state that a concession exists only where the private partner assumes real operating risk linked to exploitation of works or services, and where recovery of investment and operating costs is not guaranteed under normal operating conditions. The affordability definition is important for assessing whether public payment obligations are fiscally manageable, but it does not determine whether the private operator bears genuine market risk.

This distinction matters in practice. A project may be affordable for the public authority, but still not qualify as concession under the EU approach if the private operator is protected from demand or supply risk through guaranteed payments, minimum revenue guarantees, full cost recovery mechanisms or other contractual protections. In such cases, the project may be better classified as public contract or availability-payment PPP, rather than concession.

Kosovo's new PPP/concessions law should therefore codify a clear operating risk test for concessions. The law should require, first, real exposure of the private partner to economic operating risk; second, exposure to demand risk, supply risk, or both; and third, no guaranteed recovery of investments and operating costs under normal operating conditions. This test should be applied at project approval stage, reflected in feasibility study and value-for-money assessment, and verified against the draft contract before tendering. The Ministry of Finance should retain its central role in reviewing affordability, fiscal exposure and any economic support, while the Public-Private Partnerships Committee should ensure that legal classification of project as concession is supported by genuine transfer of operating risk.

SECONDARY LEGISLATION, GUIDELINES AND STANDARD DOCUMENTS

Kosovo's PPP framework is significantly weaker at the level of secondary legislation and implementation tools than at the primary law level. At the time of this report and in regard to secondary legislation, the Official Gazette entry for Law No. 04/L-045 on Public-Private Partnership does not provide enumerated or consolidated list of bylaws adopted for law implementation.

This makes it difficult to verify, from the official legal database alone, whether Kosovo has complete set of implementing legislation covering detailed rules for PPP project preparation, feasibility assessment, value-for-money methodology, public sector comparator analysis, fiscal risk screening, standard contract clauses, risk allocation matrices or contract monitoring templates. The absence of such clearly mapped body of secondary legislation weakens legal certainty and makes the framework less accessible for contracting authorities, private partners and oversight institutions.

Earlier institutional support, including materials prepared under EPEC/WBIF Kosovo PPP institutional framework assessment in 2014,[10] identified the need for such tools, and some procedural guidance may have been developed for internal use. However, the absence of publicly available, legally binding secondary legislation means that contracting authorities must approach each PPP transaction largely from scratch, relying on external advisers or, in some cases, accepting documentation prepared by private proponents. This creates systematic inconsistency in project quality, risk allocation and transparency standards across different contracting authorities and sectors.

The reform objective should not be new primary law alone. A comprehensive toolkit of secondary legislation and standard documents is equally important. This toolkit should cover, at minimum: project identification and pipeline management procedure; feasibility study requirements and template; value-for-money assessment methodology; public sector comparator framework; affordability and fiscal risk screening tool; standard call for expression of interest and tender documentation; standard PPP contract clauses covering risk allocation, payment mechanisms, variation procedures, KPIs, penalty mechanisms and handback conditions; contract management plan template; and annual monitoring and reporting template.

UNSOLICITED PROPOSALS

Kosovo's current PPP framework does not expressly regulate unsolicited proposals as formal procedure, meaning proposals submitted on private initiative and outside the public authority-led project identification process. Article 22 of the PPP Law provides that a public authority, the Public-Private Partnerships Committee or PPP Department may identify, propose and initiate PPPs. It does not expressly recognise private companies as parties entitled to formally initiate PPP projects, nor does it provide any procedural rights, preferential treatment, bonus points or right to match for a private party that submits project idea.

This means that a private company may, in practice, bring PPP or concession concept to the attention of a public authority, but such concept would not have the status of formally regulated unsolicited proposal. If the public authority considers that the idea may serve a public need, the project would need to be taken over and developed as public initiative. It would then need to pass through the ordinary PPP project cycle, including

10 EPEC/WBIF, Kosovo: PPP Units and Related Institutional Framework, 2014. Available at: https://www.wbif.eu/storage/app/media/Library/8.%20Public%20Private%20Partnership/13.epec-kosovo-ppp-unit-and-related-institutional-framework-en.pdf

needs assessment, feasibility study, fiscal affordability review, value-for-money analysis, approval by the Public-Private Partnerships Committee and competitive procurement.

The absence of express rules on private-originated PPP ideas creates a legal and policy gap. This is particularly relevant where a contracting authority receives PPP or concession concept from a private company and later decides to develop it into tendered project. Without clear rules, there is a risk of uncertainty whether and how the original proponent's documentation, technical concept or feasibility work may be used in the public procurement process. Private-originated proposals carry recognised transparency and competition risks. If the contracting authority relies on documentation, technical concepts or feasibility work prepared by the original private proponent, that proponent may retain an information advantage over other bidders. This can distort competition and reduce confidence in neutrality of the tender process. Such proposals may also bypass ordinary public investment planning and prioritisation, creating a risk that projects are shaped by private commercial interest rather than documented public need.

Kosovo's new PPP/concessions law should therefore address private-originated proposals explicitly. If such proposals are permitted, they should first be screened against public interest, sector priorities, fiscal affordability and value-for-money requirements. If the project is accepted, it should be re-packaged as public authority-led initiative before tendering. The original proponent should receive no bonus points, no right to match and no other preferential treatment. The project should then be subject to the same needs assessment, feasibility study, options analysis, fiscal review, approval and competitive procurement requirements as any publicly initiated PPP. This would reduce legal uncertainty and support alignment with EU principles of equal treatment, non-discrimination, transparency and fair competition.

REMEDIES FOR CONCESSION AWARD DECISIONS

Directive 2014/23/EU does not establish a separate remedies chapter for concessions. Instead, Title IV of the Directive brings concession award procedures within the EU remedies framework by amending Directive 89/665/EEC and Directive 92/13/EEC. As a result, concession procedures must be subject to effective review mechanisms, including notification of award decisions, standstill period before contract signing, access to independent review body or court, interim measures, annulment of unlawful decisions, damages, and, in serious cases, ineffectiveness or alternative penalties.

Kosovo's PPP Law already provides a review route for PPP award procedures. Under Article 46 of Law No. 04/L-045, any entity participating in contract award procedures under the PPP Law which considers they have been adversely affected by the public authority decision or action may lodge a complaint with the Procurement Review Body, in accordance with the Public Procurement Law. Article 46 also refers to the possibility for PRB decisions to be reviewed by the Supreme Court of Kosovo.

This reference should be read in light of the later organisation of Kosovo's court system. The PPP Law was adopted before the court structure introduced in 2013, under which administrative disputes became subject to the jurisdiction of the Basic Court in Prishtina, through its Department for Administrative Matters. In practice, PRB decisions are therefore challenged through an administrative dispute before the competent administrative court structure in Prishtina, rather than through direct ordinary review before the Supreme Court as stated in PPP Law's original wording.

The gap is therefore not complete absence of remedies pathway, but the need to clarify and strengthen the remedies regime for concession procedures in line with EU standards and Kosovo's current court structure. A new PPP/concessions law should expressly regulate the full remedies cycle for concessions, including notification of unsuccessful bidders, content and timing of award notices, standstill periods, automatic or interim suspension powers, annulment of unlawful decisions, ineffectiveness or equivalent sanctions for serious violations, and the right to seek damages. It should also align the judicial review route with the current administrative justice system, so that the law no longer refers to an outdated court pathway. This would improve legal certainty for bidders and strengthen competitive discipline of concession award procedures.

DISPUTE RESOLUTION IN PPP CONTRACTS

PPP contracts, due to their long duration and complexity, often generate disputes over payment, performance, force majeure, change in law, compensation events, tariff adjustments, step-in rights and termination. Kosovo's PPP framework requires PPP agreements to specify the applicable law and dispute resolution mechanisms between the contracting authority and the private partner. In practice, this may include domestic court jurisdiction, alternative dispute resolution mechanisms, domestic arbitration or international arbitration, depending on the contract and the applicable legal framework.

The gap is not complete absence of dispute resolution rules, but limited level of detail in the PPP framework. The current law does not appear to set clear public-law conditions for when international arbitration may be agreed, which authority must approve such clauses, what limits apply to settlement or consent to arbitration, and how arbitral exposure should be assessed before contract signing. Where PPP contracts provide for arbitration, especially international arbitration, the potential fiscal exposure from arbitral awards, costs, interest and settlement payments should be treated as contingent liability and reflected in fiscal risk assessment and reporting.

A new PPP/concessions law should therefore clarify the dispute resolution framework for PPP and concession contracts. It should specify permitted mechanisms, approval requirements for arbitration clauses, Ministry of Finance and State Attorney's Office role, treatment of arbitral awards under public financial management rules, and obligation to record and disclose arbitration-related fiscal risks. This would preserve contractual flexibility while ensuring that dispute resolution clauses do not create unmanaged fiscal exposure for the public sector.

Legal area	EU requirement	Kosovo gap	Priority
Definition of concession	Directive 2014/23/EU requires transfer of operating risk to the concessionaire for both works and services concessions. The risk must include demand risk, supply risk or both, and the concessionaire must not be guaranteed recovery of investment and operating costs under normal operating conditions.	Law No. 04/L-045 recognises concessions as PPP form, but does not provide sufficiently operational test for determining whether meaningful operating risk has been transferred. The law should require risk allocation to be verified at approval and contract review stage.	High
Choice of PPP model	EU law does not prescribe specific PPP model selection test, but sound PPP governance requires needs assessment, options analysis, affordability review and value-for-money justification before choosing PPP delivery.	Kosovo's framework does require feasibility analysis, value-for-money considerations and review of options, but the methodology is not sufficiently developed or standardised. The gap is therefore not complete absence of requirement, but weak operational guidance and inconsistent application.	High
Award procedures	Directive 2014/23/EU requires transparency, equal treatment, non-discrimination, proportionate criteria, publication of notices and procedural safeguards. It allows procedural flexibility, including negotiations, but minimum requirements, award criteria and concession subject may not be changed during negotiations.	Kosovo's PPP law provides an award procedure and relies mainly on the restricted procedure for PPP tendering. The framework should be aligned more closely with EU concession rules, including clearer procedural safeguards, transparency requirements, negotiation rules and documentation of all procedure stages.	High

Legal area	EU requirement	Kosovo gap	Priority
Selection criteria	Selection and qualification requirements must be non-discriminatory, proportionate and linked to the concession subject. The relevant EU reference is Article 38 of Directive 2014/23/EU, not Article 28.	Qualification rules exist, but Kosovo lacks detailed concession-specific framework or standard guidance to ensure that financial, technical and professional capacity criteria are proportionate and consistently applied across PPP/concession procedures.	Medium
Award criteria	Concessions must be awarded on the basis of objective criteria linked to the concession subject, ensuring effective competition and identification of the overall economic advantage for the contracting authority or contracting entity.	Award criteria are regulated in general terms, but Kosovo needs stronger concession-specific methodology, including guidance on how to weigh price, tariffs, public support, risk allocation, service quality, lifecycle cost, environmental/social criteria and value for money.	Medium
Contract amendments	Directive 2014/23/EU strictly regulates modifications throughout contract duration. Certain modifications may be allowed without new procedure, but material changes that alter the concession's overall nature or would have affected competition require new award procedure.	Kosovo's framework gives institutions a role in approving PPP contracts and amendments, but does not codify EU-style amendment categories in sufficient detail. Renegotiation, extensions, tariff changes, compensation events, changes in risk allocation and changes in ownership should be regulated more clearly.	High
Remedies	EU concessions are brought within the EU remedies system through Title IV of Directive 2014/23/EU, which amends Directives 89/665/EEC and 92/13/EEC. Effective review, standstill and remedies against unlawful awards are required.	Kosovo provides a complaint route through the Procurement Review Body and judicial review, but the framework should be reviewed to ensure full equivalence with EU remedies standards, including standstill, suspension, annulment, ineffectiveness and remedies for concession-specific violations.	High
Thresholds	For 2026–2027, Directive 2014/23/EU applies to works and services concessions in value of EUR 5,404,000 or above.	Kosovo should not rely only on EU threshold logic. Given its accession path and governance risks, the new framework should apply appropriate transparency, publication and review standards also below the EU threshold, especially for projects with fiscal exposure or long-term public service implications.	Medium
Fiscal risk disclosure	Good fiscal governance requires identification, approval, budgeting, accounting and disclosure of direct and contingent PPP liabilities, including guarantees, availability payments, termination compensation and other compensation events.	Kosovo requires feasibility and fiscal affordability assessment, including long-term commitments, but direct and contingent PPP obligations are not yet systematically recorded, monitored and disclosed at project level and in fiscal risk reporting.	High

Legal area	EU requirement	Kosovo gap	Priority
Contract monitoring	PPP/concession frameworks should provide for active monitoring throughout implementation, including performance indicators, reporting duties, payment deductions for non-performance, risk monitoring and public disclosure of key implementation data.	Kosovo has contract-management provisions and reporting duties, but monitoring remains fragmented and authority-specific. The framework does not sufficiently require performance-linked payments, KPI-based assessment, payment abatements for non-performance or online disclosure of implementation data.	High
Horizontal obligations	Article 30(3) of Directive 2014/23/EU requires compliance with applicable environmental, social and labour law obligations during performance of concession contracts.	Kosovo has general environmental, labour and social legislation, but the PPP framework should more clearly require PPP contracts, tender documents and monitoring systems to embed project-specific environmental, social, labour and accessibility obligations.	Medium
State aid	Public subsidies, guarantees, compensation mechanisms, exclusive rights and other economic advantages may raise state aid issues under EU law, especially where they confer a selective advantage and affect competition.	Kosovo has a general state aid law and secondary legislation, but the PPP law does not clearly integrate PPP-specific state aid screening for subsidies, guarantees, availability payments, tariff support, compensation clauses, exclusive rights and other forms of public support.	Medium

ANNEX 2: KOSOVO PPP PRACTICE CASE NOTES

CASE ANALYSIS: KOSOVO PPP PRACTICE

The following case analyses assess Kosovo's main PPP and concession experiences on the basis of available public information. The cases are assessed not only whether a contract was signed, but also whether the project delivered public benefit, was transparently procured and managed, allocated risks appropriately, and remains subject to monitoring and accountability during implementation.

The analysis distinguishes between verified active PPP projects, suspended or non-performing projects, and strategic concession attempts that did not reach implementation. Where public information is incomplete, the assessment identifies the issue as transparency or verification gap rather than as confirmed legal finding.

Case 1: Prishtina International Airport "Adem Jashari" — qualified success with monitoring and transparency gaps

Type: Long-term concession for operation, maintenance and expansion of the national airport.

Status: Operational.

The Prishtina International Airport concession is Kosovo's largest and most prominent PPP project.[11] The concession agreement was signed with Limak Kosovo International Airport J.S.C., linked to the Limak–Aéroports de Lyon consortium, for airport operation, maintenance and expansion. The private partner financed major capital improvements and recovers its investment through airport-related revenue, including aeronautical charges and commercial activities.

The concession has delivered visible infrastructure improvements and the airport now serves significantly higher passenger volumes than at the start of the concession period. The project has also generated concession fee income for the state and is generally regarded as Kosovo's clearest example of functioning large-scale concession.

The airport case can therefore be treated as qualified success. It shows that a properly structured concession, with experienced private operator and commercially viable asset, can deliver infrastructure improvements and service expansion. At the same time, it also illustrates important lifecycle monitoring and disclosure gaps. Public information on concession fee payments, investment milestones, contract amendments and service quality indicators is not presented in structured and easily accessible public format.

A COVID-19-related extension of the concession period was publicly reported. The extension appears to have been justified as compensation for the pandemic period, with an increased concession fee during the extended period. From a PPP governance perspective, such amendments should be supported by published rationale, fiscal impact assessment and clear explanation of how the amendment complies with applicable amendment control rules and EU-style standards on concession modifications.

Lessons: The airport case shows that a well-structured concession with competent private partner can deliver results. It also shows that long-term success requires transparent contract management, public disclosure of implementation data, and clear rules on how amendments are assessed, approved and disclosed.

11 World Bank PPP Resource Center, Public-Private Partnership Agreement for the Operation and Expansion of Pristina International Airport. Available at: https://ppp.worldbank.org/library/public-private-partnership-agreement-operation-and-expansion-pristina-international-airport

Case 2: Underground Parking, Faculty of Philology, Prishtina — operational municipal concession with transparency and monitoring questions

Type: Municipal concession for construction and operation of underground parking facility.

Status: Operational.

Contracting authority: Municipality of Prishtina.

The underground parking concession near the Faculty of Philology in central Prishtina is one of Kosovo's main municipal PPP/concession projects. The project involves construction and operation of underground parking facility, with the private partner recovering its investment through parking revenue. Available reporting identifies it as long-term concession in duration of 35 years.

This case illustrates use of PPPs for urban infrastructure where a municipality seeks to mobilise private investment for an asset that can generate user-fee revenue. The concession model may be appropriate where revenue source is clear, tariff framework is regulated, and public land is used under transparent and competitive conditions.

The main concerns relate to transparency and monitoring. Available information indicates that the procedure was conducted through limited procedure, rather than confirming any direct negotiation. The issue is therefore not that the project was necessarily awarded directly, but whether the award process ensured sufficient competition, publication and public explanation, given the use of public land in central urban location. Publicly accessible information on concession fees, tariff regulation, service standards and performance monitoring remains limited.

Lessons: Municipal parking concessions can mobilise private investment and generate revenue from urban assets without immediate capital expenditure from the municipal budget. They require clear tariff rules, transparent award procedures, published contract information and regular monitoring of service quality, public access and revenue obligations.

Case 3: Gjilan High School Complex — small municipal concession for school-related infrastructure

Type: Municipal concession for school-complex infrastructure and related services.

Status: Operational.

Contracting authority: Municipality of Gjilan.

The Gjilan high school complex project is one of Kosovo's active municipal PPP/concession projects. Available public reporting describes it as project for regulation and improvement of high school complex infrastructure, including school-related facilities and supporting infrastructure. It should not be presented as full concession for construction and operation of an entire school facility unless the contract confirms that scope.

The project shows that municipalities can use concession arrangements for smaller social and community infrastructure projects. Such projects may be useful where the municipality cannot immediately finance all necessary improvements from its capital budget and where the private partner can recover investment through agreed service or commercial revenue.

At the same time, concessions in or around education facilities require careful safeguards. Public access, educational conditions, safety, maintenance standards and tariff or user-fee arrangements must be clear. The public authority should also assess whether the concession model provides better value than direct public financing or ordinary procurement.

Lessons: The Gjilan case shows that municipal concessions for school-related infrastructure are possible in Kosovo, but it also points to the need for standardised project preparation, value-for-money assessment, transparent procurement, clear limits on commercial use and enforceable monitoring obligations.

Case 4: Three Schools in Prishtina — public contract PPP with direct budget exposure

Type: Public contract PPP.

Status: Construction phase according to 2026 reporting.

Contracting authority: Municipality of Prishtina.

The construction of three new schools in Prishtina is analytically different from the concession cases above. Available reporting classifies it as public contract PPP, with contract duration of 10 years and value of approximately EUR 16.6 million. This means the project creates direct municipal budget exposure, unlike a concession mainly financed through user or commercial revenue.

The project is important because it reflects Kosovo's move toward authority-pay PPPs in social infrastructure. In such models, the private partner may finance, construct and maintain facilities, while the public authority makes payments over contract life. If payments are linked to availability and performance, the contract must include clear standards, verification procedures and deductions for non-performance.

The accurate classification of this project is important. A public contract PPP has different fiscal risk profile from a concession. It creates direct multi-year payment obligations and must therefore be fully reflected in the municipality's medium-term budget planning and affordability assessment. The contract value, payment structure, performance indicators and budget commitments should be publicly disclosed.

Lessons: Public contract PPPs for social infrastructure require stronger affordability controls, fiscal risk assessment, budget integration and performance-linked payment verification than ordinary procurement. The public authority should not sign such contracts unless it can demonstrate that payment obligations are affordable over the entire contract period.

Case 5: Peja Urban Transport — suspended PPP and public-side performance failure

Type: Municipal service concession for urban bus services and bus-stop infrastructure.

Status: Suspended / non-performing.

The Peja urban transport PPP was a municipal concession for urban bus services and related infrastructure. The private operator was expected to provide bus services and bus-stop infrastructure, recovering investment through fare revenue and related commercial income. The concession's viability depended on the municipality's ability to regulate the transport market and protect the concession from unlawful competing services.

Available World Bank[12] case information indicates that the project faced serious implementation problems because the municipality did not effectively enforce exclusivity. Illegal or unregulated competing transport continued to operate, reducing the private partner's expected revenue and undermining the concession's viability.

This case is important because it shows that PPP failure can result from public-side non-performance, not only from private partner failure. The allocation of demand risk to the private partner may be commercially valid, but only if the public authority performs regulatory obligations on which the revenue model depends. If the municipality cannot enforce route exclusivity, regulate competing operators or control public assets, the project may fail even where the private partner is willing to perform. The current termination status, any legal proceedings and any fiscal consequences should be verified with the Municipality of Peja and other domestic sources before final publication.

Lessons: Public-side obligations must be designed and monitored as carefully as private-side obligations. Before adopting a PPP model, the contracting authority should verify that it has legal power, administrative capacity and political willingness to enforce obligations on which the project's revenue model depends.

12 World Bank PPP Resource Center, Urban Transport Services, Peja, Kosovo. Available at: https://ppp.worldbank.org/transportation/urban-transport-services-peja-kosovo

Case 6: Brezovica Tourism Concession — strategic concession opportunity with repeated implementation failure

Type: Strategic concession attempt for ski resort and tourism infrastructure.

Status: Not implemented.

The Brezovica Ski Resort is one of Kosovo's most important potential tourism assets. Over time, there have been several efforts to structure a long-term concession or private investment arrangement for its development, but these efforts have not led to successful implementation.

The Brezovica case should be treated differently from active PPP projects. It is not an example of operating concession, but of strategic concession opportunity that has repeatedly failed to move from political ambition and tendering efforts into implementation. Available public information points to combination of legal, institutional and commercial difficulties, including property and asset-status issues, complex governance arrangements, investment uncertainty and broader political and legal risk.

The main lesson is that a strategic asset does not become bankable PPP simply because there is political interest or market potential. Before launching a concession procedure, the public authority must resolve asset ownership, land-use rights, permitting, environmental requirements, infrastructure access, financing assumptions and institutional responsibilities. If these issues are not resolved before tendering, they become implementation risks that may prevent the project from reaching financial closure or becoming operational.

Lessons: Large strategic concessions require stronger pre-tender due diligence than smaller local PPPs. Property rights, asset status, environmental requirements, financing capacity and political-legal risks should be assessed and resolved before the procedure is launched.

Case 7: Municipal Parking Concessions and PPP Requests — recurring municipal interest, limited central oversight

Type: Municipal parking and urban mobility concessions or PPP requests.

Status: Confirmed operational projects are limited; additional municipal interest and requests have been reported.

Municipal parking is one of the most common areas of municipal interest for PPPs in Kosovo. The most clearly documented operational example is the underground parking concession near the Faculty of Philology in Prishtina. Earlier public reporting has also referred to other parking-related PPP requests or projects in preparation, including Podujeva. Other municipalities may have explored or proposed parking or urban mobility arrangements, but these should not be presented as confirmed operational concessions unless verified through official municipal or Ministry of Finance records.

Parking concessions can be attractive for municipalities because they generate user-fee revenue and can improve urban management without immediate public capital spending. They can also create risks if public land is granted without open competition, if tariff rules are unclear, if concession fees are not disclosed, or if service standards are not monitored.

The main gap is absence of central, structured and publicly accessible overview of municipal parking concessions and similar PPP arrangements. Without a reliable register, it is difficult to verify how many such contracts exist, what procedure was used, what revenue-sharing arrangements apply, whether tariffs are regulated, and whether performance is monitored.

Lessons: Municipal parking and urban mobility PPPs should be a priority area for standardisation. Kosovo should require clear procurement procedures, model contract clauses, tariff rules, public disclosure of concession fees and regular reporting on service quality and revenue performance.

ANNEX 3: DISCLOSURE AND DATA REFERENCE TABLES

LIFECYCLE DISCLOSURE STANDARD

Lifecycle stage	Minimum disclosure standard	Kosovo practice
Project identification	Project title, contracting authority, sector, location, rationale, estimated value and proposed PPP form.	Published inconsistently. Kosovo does not have clearly accessible, updated and lifecycle-based public PPP pipeline register.
Preparation	Feasibility summary, options analysis, value-for-money conclusion, fiscal risk summary and consultation record.	These assessments are not published online as standard requirement. Available benchmarking records that preparation assessments are not publicly available online.
Tender	Tender notice, prequalification or tender documents, draft contract, award criteria, clarifications and procurement timeline.	PPP tender notices and documents are subject to PPP-specific publication rules, and public contract PPPs may also rely on the public procurement system. The practical gap is that concession information is not presented through single, searchable and reliable lifecycle system.
Award	Winning bidder, evaluation summary, award decision, contract value, duration and payment or revenue model.	Award notices are provided for under the PPP framework, but access to complete award information across projects is inconsistent. Evaluation summaries and full financial terms are not systematically available in structured project file.
Contract	Signed contract and annexes, subject only to narrowly justified confidentiality redactions.	Available benchmarking records that PPP contracts are published online. The practical issue is that project-by-project access is not always easy, and annexes, financial schedules and later amendments are not consistently available in structured public file.
Implementation	Investment milestones, key performance indicators, payments, concession fees, penalties, monitoring reports and service quality data.	This is the main disclosure gap. Construction and implementation performance information is not required to be made public or published online.
Amendments	Amendment text, legal basis, fiscal impact, justification and approval decision.	Amendments are not systematically published. This is a major gap, especially for long-term concessions where extensions, tariff changes, compensation events or changes in risk allocation may affect the public interest.
Completion / handback	Assets condition, handback report, outstanding claims and post-contract obligations.	Not yet applicable for most active PPPs. Kosovo does not appear to have standard public procedure for disclosure at completion or handback stage.

EXISTING DATA SOURCES

Data source	Content, accessibility and main limitations
E-procurement platform / PPRC	The strongest public data source for procurement procedures conducted under the Public Procurement Law. It provides access to procurement-related information such as tender notices, tender documents, award information and complaint-related records. However, it is not designed as PPP/concession lifecycle register, and concession data is not presented in structured project-by-project format covering preparation, contract management, amendments and performance.
Ministry of Finance – Central PPP Department / PPP function	Supports PPPC and is expected to hold or coordinate important PPP-related records, including project requests, PPPC documentation, feasibility materials, approval records and fiscal or technical review inputs. However, this information is not published through single structured public register. Public access depends on what is proactively published, FOI requests or direct institutional contact.
PPPC / national PPP register	The PPP Law assigns PPPC responsibility for keeping the national PPP register. The key gap is not absence of legal register function, but absence of public, searchable and updated register that consolidates all lifecycle data per PPP/concession project.
Contracting authority records	Each contracting authority holds its own project and contract files, including contracts, invoices, monitoring correspondence, amendments, payment records and dispute-related documents. These records are fragmented, authority-specific, largely document-based and not standardised. They are generally not accessible in structured form without proactive publication or FOI requests.
Kosovo Treasury	Records budget execution, payments and financial transactions under the public financial management system. Treasury and budget execution reports provide important fiscal information, but PPP payment obligations are not systematically linked to unique PPP project identifiers, performance indicators or lifecycle records.
Public Investment Programme (PIP)	Records and monitors major public investment projects, including financial and physical progress for larger capital projects. However, PPP projects are not consistently integrated into PIP as distinct lifecycle records with PPP-specific data fields, risk indicators, contract terms, amendments and performance information.
Business Registry and Beneficial Ownership Register	The Business Registry contains company registration data. Kosovo's recent beneficial ownership reforms establish a Register of Beneficial Owners and require relevant entities to record and update beneficial ownership information. These registries can support integrity checks of private partners, but they are not automatically linked to PPP award records, contract implementation data or beneficial ownership changes during contract lifecycle. **The register is not yet operational.**
National Audit Office reports	Provide selected audit findings on public funds, compliance, performance and public sector management. NAO has authority to audit public institutions and concessions, making its reports useful for identifying PPP-related risks. However, NAO reports are not systematic PPP monitoring dataset and do not replace a central PPP register.
Sector regulator data	Sector regulators, such as the Energy Regulatory Office, hold licensing, tariff, compliance and sector performance data. This information may be relevant for PPPs or concessions in regulated sectors, but it is not systematically linked to PPP/concession contract records.
Civil society and research reports	Reports by organisations such as D+,[13] Lëvizja FOL,[14] GAP Institute[15] and others provide useful analysis, case identification and secondary data. These reports help fill transparency gaps, but they are not substitute for official data ownership, regular reporting and public PPP register.

13 Democracy Plus (D+), PPPs in Kosovo: Why Are There So Few?, April 2026. Available at: https://dplus.org/wp-content/uploads/2026/04/04-PPP-ne%CC%88-Kosove%CC%88-PB-ENG01.pdf

14 Lëvizja FOL, Public-private partnership in Kosovo, May 2026. Available at: https://levizjafol.org/wp-content/uploads/2026/05/Public-private-partnership-in-Kosovo.pdf

15 GAP Institute, Investments through Public-Private Partnerships in Kosovo, June 2024. Available at: https://www.institutigap.org/documents/90929_Public-Private%20Partnerships.pdf

MINIMUM DATA FIELDS FOR PPP/CONCESSION REGISTER

Data field	Description and purpose
Unique PPP/ concession project ID	Assigned at project submission to Ministry of Finance; used to link all documents across systems throughout its lifecycle.
Contracting authority and supervising ministry	Identifies institutional responsibility and accountability chain.
Sector, location and affected public assets	Enables sector and geographic analysis; identifies public property involved.
PPP form	Concession / public contract PPP / institutional PPP; determines fiscal and procurement framework.
Project status	Proposed / under review / approved / tendering / awarded / construction / operational / suspended / terminated / completed.
Key dates	Approval date, tender launch, tender closure, award decision, contract signing, financial closure, construction start, operational start, handback date.
Contract value and duration	Total contracted value (where applicable); concession period; extension options.
Payment mechanism	Concession fee structure / availability payment schedule / revenue share; links to treasury payment records.
Private partner and consortium members	Legal entity names, registration numbers, country of incorporation.
Beneficial ownership	Ultimate beneficial owners of the private partner, consistent with beneficial ownership register requirements.
Investment commitment	Agreed private investment milestones and amounts; actual investment delivered.
Fiscal commitments and guarantees	Public guarantees, minimum revenue guarantees, availability payments, subsidies, termination compensation exposure.
Risk allocation summary	Summary of which party carries demand risk, availability risk, construction risk, regulatory risk and force majeure risk.
Performance indicators (KPIs)	Agreed service quality, availability and investment indicators; reported actuals.
Amendments and renegotiations	Date, nature, legal basis, fiscal impact and approval record per amendment.
Concession fees / payments received	Actual concession fees or availability payments, by year; links to treasury records.
Penalties imposed	Record of penalties applied for performance failures.
Disputes and arbitration	Record of formal disputes, arbitration proceedings and outcomes.
Audit findings	Reference to relevant NAO audit reports and findings; follow-up actions.
Performance bonds and financial guarantees	Type, value and status of security instruments provided by the private partner.
Handback obligations	Asset condition requirements, scheduled handback date, and monitoring pre-handback obligations.

ANNEX 4: DETAILED NARRATIVE RECOMMENDATIONS

LEGAL REFORMS FOR EU ALIGNMENT

Kosovo should adopt a new PPP and concessions law aligned with Directive 2014/23/EU and coordinated with public procurement, public finance and local government finance frameworks. The new law should define concessions by reference to transfer of operating risk, including a clear test requiring real economic exposure and no guaranteed recovery of investment and operating costs under normal operating conditions. It should also clearly distinguish concession PPPs from public contract PPPs and institutional PPPs.

The new framework should require documented justification of the selected PPP model, including comparison with traditional public procurement and, where appropriate, a public sector comparator. It should define mandatory pre-tendering steps for every PPP, including needs assessment, options analysis, feasibility study, value-for-money assessment, affordability review, fiscal risk opinion and PPPC approval.

Contract amendment rules should be brought into line with the structure of Article 43 of Directive 2014/23/EU. The law should clearly regulate permitted modification grounds, material amendments, renegotiation, contract extensions, tariff changes, compensation events and changes in risk allocation. Amendments with fiscal implications should require prior review by the Ministry of Finance and approval by the competent PPP authority.

The remedies framework should also be strengthened. Although Kosovo's PPP framework recognises PRB review for PPP award procedures, the new law should regulate concession-specific remedies more clearly, including notification of award decisions, standstill periods, suspension powers, annulment, ineffectiveness or equivalent sanctions, damages and post-award remedies. This would improve legal certainty for bidders and bring the review system closer to EU remedies standards.

The law should also address unsolicited proposals. If private-originated proposals are permitted, they should be screened against public interest, affordability and sector priorities, then repackaged as public projects before tendering. The original proponent should receive no bonus points, right to match or other preferential treatment.

Dispute resolution should be clarified as well. PPP agreements should continue to specify applicable law and dispute resolution mechanisms, but the legal framework should define when arbitration may be agreed, who approves arbitration clauses, how settlement authority is exercised, and how related fiscal exposure is assessed, budgeted and reported. State aid screening should be integrated into the PPP approval process, particularly where projects involve subsidies, guarantees, exclusive rights, below-market use of public assets, compensation mechanisms or tariff support.

Secondary legislation, standard documents and implementation tools should be adopted together with the new law or within a fixed deadline of 12 months. These should include methodologies for project identification, feasibility studies, value-for-money assessment, public sector comparator analysis, fiscal risk screening, contingent liability quantification, risk allocation, amendment review, contract management, monitoring, reporting and PPP register data submission.

INSTITUTIONAL STRENGTHENING

The Ministry of Finance PPP function should be strengthened as the central technical and fiscal support structure for PPP governance, operating under PPPC authority. This requires adequate staffing with legal, financial, fiscal, procurement and sector expertise. The ministry should have a clear mandate to review projects at preparation, approval, tendering, amendment and implementation stages, and to issue fiscal risk opinions before project approval and before approval of amendments with budgetary or contingent liability implications. Each PPP project should have designated project management team during preparation and contract management team during implementation. Larger PPPs should include legal, financial, technical and sector expertise. For mu-

nicipal PPPs, pooled technical support should be provided through the Ministry of Finance, the Association of Kosovo Municipalities and, where appropriate, donor-supported advisory programmes. Municipal PPPs should not be initiated unless the contracting authority has credible plan for contract management after signing.

TRANSPARENCY AND DISCLOSURE

Kosovo should adopt a mandatory PPP transparency regulation requiring lifecycle disclosure of PPP/concession information. This should include publication of project pipeline information, feasibility study summaries, PPPC approval decisions, tender notices and documents, award decisions, signed contracts and annexes, amendments, concession fees, public payments, performance indicators, monitoring reports, penalties and audit findings. Confidentiality rules should be narrowly defined. Commercial confidentiality should not apply to public obligations, tariff levels, risk allocation, public guarantees, fiscal exposure, amendment terms, concession fee obligations or performance data. Where genuinely sensitive information exists, it should be redacted narrowly while the rest of the document is disclosed.

The e-procurement platform should be extended or linked to cover concession procedures as mandatory publication channel. Until this is technically possible, concession notices and key documents should be published in a dedicated Ministry of Finance PPP section using structured and searchable fields.

PPP/CONCESSION REGISTER AND DATA INTEROPERABILITY

Kosovo should establish mandatory central PPP/concession register, administered by the Ministry of Finance PPP function under PPPC authority. The register should use OCDS for PPPs, including relevant PPP profile and extensions, as data standard. It should publish structured and machine-readable data per PPP/concession project from project submission through approval, tendering, contract signing, implementation, amendment, completion and handback.

Contracting authorities should be legally required to submit and update project data within a defined period, for example 30 days, after each key project event. These events should include project approval, tender launch, award, contract signing, amendment, payment milestone, performance failure, dispute, termination and handback.

The register should use unique project identifiers and should be linked progressively to the e-procurement platform, treasury and budget systems, Public Investment Programme, Business Registry and Beneficial Ownership Register, municipal finance systems and National Audit Office reports. This would allow Kosovo to move from fragmented document-based disclosure toward single lifecycle record per PPP project.

AUDIT AND OVERSIGHT

The National Audit Office should develop PPP audit methodology covering fiscal risk assessment, procurement compliance, contract implementation, performance verification and value-for-money outcomes. Selected PPP projects, particularly long-duration concessions and authority-pay PPPs, should be subject to periodic performance and fiscal audits.

The Ministry of Finance should prepare annual PPP fiscal risk report for submission to the Assembly's budget and finance committee. The report should cover all active PPP commitments, direct payment obligations, contingent liabilities, amendments, implementation status and major fiscal or legal risks. The Assembly and municipal assemblies should use this information to strengthen oversight of long-term PPP obligations.