**AGREEMENT**

between

**the Ministry of Finance of the Republic of**

**Moldova**

and

**the Swiss Agency for Development and Cooperation**

on

**contribution to the Government’s of the Republic of**

**Moldova Intervention Fund to support Ukrainian refugees**

In an endeavour to strengthen the friendly relations existing between the two Countries,

In pursuance and in application of the Agreement between the Government of the Swiss Confederation and the Government of the Republic of Moldova, concerning Humanitarian Assistance and Technical Cooperation, signed on September 20, 2001,

The respect for democratic principles and fundamental human rights – as set out in particular in the Universal Declaration of Human Rights inspires the internal and external policies of the two Parties and constitutes an essential element on an equal footing with the objectives of the present Agreement,

The Ministry of Finance of the Republic of Moldova (hereinafter referred to as “the Ministry”) and the Swiss Agency for Development and Cooperation (hereinafter referred to as “SDC”) have agreed on the terms and conditions as set forth below:

**Article I General Conditions and Definitions**

Wherever used in this Agreement, unless the context otherwise requires, the subsequent terms have the following meaning:

1. "Contracting Parties" means: the Ministry of Finance of the Republic of Moldova and the Swiss Agency for Development and Cooperation;
2. "Project" means the activities to be financed, in whole or in part, from the Contribution;
3. "The Ministry" means the Ministry of Finance of the Republic of Moldova;
4. "SDC" means the Swiss Agency for Development and Cooperation of the Ministry of Foreign Affairs of Switzerland;
5. "Contribution" means the total amount of financial resources, which SDC agrees to provide to Ministry of Finance of the Republic of Moldova in accordance with the terms of this Agreement;
6. "Donor" means SDC.
7. "Special account" - special account opened by the Ministry of Finance of the Republic of Moldova, where businesses, individuals, donors can make donations to support the Ukrainian people. Transfers can be made in Moldovan lei, as well as in US dollars or euros.

**Article II Implementation Responsibility**

1. The Ministry shall be the counterpart agency of the Project.

2. SDC shall be an Executive Authority for the application of the Agreement and the implementation of the Project. SDC delegates the implementation responsibility to the Swiss Cooperation Office in the Republic of Moldova.

3. SDC shall entrust the Ministry with the implementation/distribution of the contribution to the Government’s of the Republic of Moldova Intervention Fund to support Ukrainian refugees.

**Article III Goals and Objectives**

1. The overall goal of this Project is to strengthen the capacity of the Ministry to cover the costs and necessities related to the response of the refugee crisis, in accordance to the provisions of the Regulation on the management of emergency funds of the Government, approved by Government Decision no.862/2015.

2. The main objectives of the Project is to contribute with direct cash transfer to the special account opened by the Ministry of Finance, related to the refugee crisis

**Article IV Project costs and payments**

1. The Donor will contribute with an amount of USD 2’222’200.00 (maximum CHF 2’000’000.00) to the special account opened by the Ministry of Finance to support Ukrainian refugees.

2. The funds shall be transferred to the following account:

USD
Beneficiary: Ministry of Finance of the Republic of Moldova- State Treasury
IBAN: MD07NBPAAP144121A01344QI
Fiscal code: 1006601000037
Beneficiary's bank: National Bank of Moldova
SWIFT: NBMDMD2X
Correspondent bank: Federal Reserve Bank of New York, NY, SWIFT: FRNYUS33, account no. 021087125.

3. First payment in the amount of USD 1’111’100.00, will be done after the signature of this Agreement.

Second payment in the amount of USD 1’111’100.00, will be done after the information on funds income and expenditure is published and reviewed by SDC, tentatively by end of April - beginning of May 2022.

**Article V Responsibilities and rights of SDC:**

1. The Swiss contribution shall be used to finance only for the implementation of the activities to cover the costs and necessities related to the response of the refugee crisis in Ukraine.
2. Administer the funds of the Project through the Swiss Co-operation Office in Moldova.

**Article VI Responsibilities and rights of the Ministry**

The Ministry shall:

1. ensure the overall implementation, coordination monitoring and reporting (website: <https://mf.gov.md/ro/trezorerie/rapoarte-privind-executarea-bugetului/rapoarte-lunare>) of the Project and act as the main counterpart with the donors;
2. bear overall responsibility for the quality, efficiency, effectiveness and timeliness of project implementation: in particular, it shall ensure that the contributions of donors are used in conformity with the principles of economy, efficiency and expediency and in accordance with this Agreement;
3. facilitate effective collaboration between project partners, tasks/thematic teams divisions and national public authorities involved in the project implementation.

**Article VII Project Management**

The Project is a joint undertaking between the Ministry and SDC.

On the Swiss side:

- Swiss Cooperation Office in the Republic of Moldova is responsible for the overall implementation of the Project;

- Swiss Cooperation Office in the Republic of Moldova transfers funds as mentioned in the article 4 of the present agreement;

On the Moldova side the Ministry:

* is responsible for the overall implementation of the Project as per the Government Decision no.862/2015;
* shall take all measures necessary to guarantee the security of the funds deposited and ensure the funds made available in the special account are used exclusively for the project;
* provides SDC with access to relevant financial and operational information, including statistical data that are deemed necessary and useful for the achievement of the Project's objectives. The information shall be used by the Ministry solely for the purposes of the Project. Any other use shall be submitted to the prior written consent of the Donors;
* shall provide the donor with the brief operational report.

**Article VIII Reporting and Information**

* Brief operational report, not more than 1-5 pages shall be prepared by the Ministry by the end of the project, not later than 3 months after the end of the project;
* In accordance with the provisions of the Government Decision no. 862/2015, the information on the use of emergency funds is reflected in the periodic (monthly and quarterly) and annual reports on the execution of the state budget, which are made public by posting on the website of the Ministry of Finance <https://mf.gov.md/ro/trezorerie/rapoarte-privind-executarea-bugetului/rapoarte-lunare>;
* Both Parties shall promptly inform each other of any situation arising, which might have a bearing on the implementation of the Project;
* The Court of Auditors audits the annual reports on the execution of the state budget for the concluded budget year and presents the audit report to the Government and the Parliament.

**Article IX Monitoring and Evaluation**

The Ministry shall supervise the allocation of funds in accordance with the Government Decision no.862/2015.

**Article X Procurement**

The national public authorities for the procurement of goods within this project shall base on a local tendering process, according to local legislation.

**Article XI Goods**

All goods procured with funds of SDC for use in the Project, shall remain at the unrestricted

disposal of the Project.

**Article XII Termination of the Agreement**

1.1. Either Party shall have the right to terminate the present Agreement by giving two months' written notice of termination.

1.2. If either Party considers that the aims of the present Agreement can no longer be achieved or that the second Party is not meeting its obligations, the other Party shall have the right to suspend or terminate the present Agreement by giving one months' written notice. Notwithstanding the preceding, either Party can terminate the present Agreement with immediate effect in case of substantial breach of the Agreement. Substantial breach means serious breach of one of the essential objectives of the present Agreement, and in particular in the case of:

a) failure to implement the project in accordance with the terms or material breach of the terms of this agreement;

b) part or all of the funds not being used for their specific purpose;

c) failure of submission of required reports or information requested by the donors;

d) the Project having been modified without the donors’ approval;

e) occurrence of events which delay or render impossible the implementation of the funded Project, or which require an amendment of the Project are not reported immediately.

1.3. If events resulting from force majeure (natural disaster, etc.) prevent the execution of the Agreement, either Party may terminate the Agreement with effect from the moment when it becomes impossible to carry it out.

2. In case of premature termination of the present Agreement or at the end of the Project, any unspent funds provided within the frame of the Project shall be returned to SDC.

**Article XIII Modifications and Settlement of Disputes**

1. Any modifications or amendments to the present Agreement shall be made in writing with the consent of both Parties.
2. Disputes as to the interpretation or application of the provisions of the present Agreement shall be settled by diplomatic negotiations between the Parties.

**Article XIV General Provisions**

Within the framework of this agreement, the Parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behaviour signifies a substantial breech of the present agreement and justifies its termination as well as/or the recourse to supplementary corrective measures in accordance with applicable legislation.

**Article XV Annexes**

Government Decision no.862/2015.

**Article XVI Duration and Effectiveness**

The present Agreement shall enter into force on the date on which it is signed and cover the period until 31 December 2022.

This Agreement is written in four original copies in the English and Romanian language. In case of differences of interpretation, the English version shall prevail.

The Parties herewith confirm and sign this Agreement done in Chisinau, Republic of Moldova on \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_2022.

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| **For the Ministry**Dumitru BudianschiMinister of FinanceSignature……………Chisinau……………2022 | **For SDC**Caroline TissotDirector of CooperationSignature……………Chisinau……………2022 |