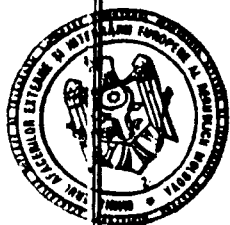




ACORD DE FINANȚARE
dintre Guvernul Republicii Moldova și Uniunea
Europeană privind Programul Cadru de suport al
acordurilor dintre Republica Moldova și Uniunea
Europeană (PNA 2013)
Bruxelles, 21 martie 2014
Chișinău, 23 aprilie 2014



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

FINANCING AGREEMENT

Special Conditions

The European Commission, hereinafter referred to as "the Commission", acting on behalf of the European Union, hereinafter referred to as "the EU",

of the one part, and

the Government of the Republic of Moldova, hereinafter referred to as "the Beneficiary",

of the other part,

have agreed as follows:

ARTICLE 1 – NATURE AND PURPOSE OF THE OPERATION

1.1. The EU shall contribute to the financing of the following programme:

CRIS number: ENPI/2013/024-403

Title: Framework Programme in support of EU – Republic of Moldova agreements

hereinafter referred to as "the programme", which is described in the Technical and Administrative Provisions.

1.2 This programme shall be implemented in accordance with this Financing Agreement and the annexes thereto.

ARTICLE 2 – TOTAL ESTIMATED COST AND THE EU'S FINANCIAL CONTRIBUTION

2.1 The total cost of the programme is estimated at 26 000 000 euro.

2.2 The EU undertakes to finance a maximum of 26 000 000 euro. The breakdown of the EU's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

ARTICLE 3 – THE BENEFICIARY'S CONTRIBUTION

3.1 The Beneficiary undertakes to co-finance the programme with zero euro. The breakdown of the Beneficiary's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

3.2 Where there is a non-financial contribution by the Beneficiary, detailed arrangements for the delivery of such contribution shall be set out in the Technical and Administrative Provisions.

ARTICLE 4 – IMPLEMENTATION

4.1 By derogation to Article 3 of the General Conditions, the programme shall be implemented by the Commission acting for and on behalf of the Beneficiary.

4.2 The following clauses of the General Conditions shall not be applicable: Articles 1.3, 5, 6, 7, 8.2, 8.3, 11, 16.2, 17, 19.4, 20.6, 22.3, 22.4 and 22.6.

4.3 The following clauses of the General Conditions shall be replaced by the following:

4.3.1 Article 2.2: Wherever there is a risk of overrunning the global amount set in the Financing Agreement, the Commission may either scale down the project/programme or draw on the Beneficiary's own resources, after its approval, or on other non-EU resources.

4.3.2 Article 2.3: If the project/programme cannot be scaled down, or if the overrun cannot be covered by other resources including those of the Beneficiary, the Commission may decide to grant additional EU financing. Should it take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

4.3.3 Article 18.1: Every project/programme financed by the EU shall be subject to the appropriate communication and information operations. These operations shall be defined with the approval of the Commission.

4.3.4 Article 19.1: The Beneficiary shall take appropriate measures to prevent irregularities and fraud and, on request of the Commission, bring prosecutions to recover funds wrongly paid. The Beneficiary shall inform the Commission of any measure taken.

4.3.5 Article 19.3: The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud.

ARTICLE 5 – PERIOD OF EXECUTION

5.1 The period of execution of the Financing Agreement as defined in Article 4 of the General Conditions shall commence on the entry into force of the Financing Agreement and end 84 months after this date.

5.2 The duration of the operational implementation phase is fixed at 60 months.

5.3 The duration of the closure phase is fixed at 24 months.

ARTICLE 6 – ADDRESSES

All communications concerning the implementation of this Financing Agreement shall be in writing, refer expressly to the programme and be sent to the following addresses:

a) for the Commission

Mr Pirkka Tapiola
Head of the EU Delegation to the Republic of Moldova
Kogalniceanu street 12
MD 2001, Chisinau
Republic of Moldova

b) for the Beneficiary

Mr Iurie Leanca
Prime Minister of the Government of the Republic of Moldova
1, Piata Marii Adunari Nationale
MD 2001, Chisinau
Republic of Moldova

ARTICLE 7 – ANNEXES

7.1 The following documents shall be annexed to this Financing Agreement and form an integral part thereof:

Annex I: General Conditions

Annex II: Technical and Administrative Provisions

7.2 In the event of a conflict between the provisions of the Annexes and those of the Special Conditions of the Financing Agreement, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex I and those of Annex II, the provisions of Annex I shall take precedence.

ARTICLE 8 – ENTRY INTO FORCE OF THE FINANCING AGREEMENT

The Financing Agreement shall enter into force on the date on which the Commission receives a notification from the Beneficiary confirming the completion of the internal procedures of the Beneficiary necessary for its entry into force. The Financing Agreement will not enter into force if such a notification is not received by the Commission by 31 December 2014.

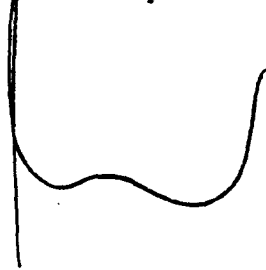
Done in two original copies in English, one copy being handed to the Commission and one to the Beneficiary.

FOR THE COMMISSION

FOR THE BENEFICIARY

Michael A. KÖHLER
Director Neighbourhood
Directorate-General for Development
and Cooperation – EuropeAid

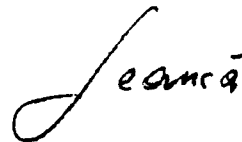
Signature:



Date: 21.3.2014

Iurie LEANCA
Prime Minister
Government of the Republic of Moldova

Signature:



Date: 23.04.2014

ANNEX I - GENERAL CONDITIONS

TITLE I - PROJECT/PROGRAMME FINANCING

ARTICLE 1 – GENERAL PRINCIPLE

- 1.1 The EU's financial contribution shall be limited to the amount specified in the Financing Agreement.
- 1.2 The provision of the EU financing shall be subject to fulfilment of the Beneficiary's obligations under this Financing Agreement.
- 1.3 The expenditure incurred by the Beneficiary before the entry into force of the Financing Agreement is not eligible for the EU financing.

ARTICLE 2 - COST OVERRUNS AND COVERING THEM

- 2.1 Individual overruns of the budget headings of the Financing Agreement shall be dealt with by reallocating funds within the overall budget, in accordance with Article 22 of these General Conditions.
- 2.2 Wherever there is a risk of overrunning the global amount set in the Financing Agreement, the Beneficiary shall immediately inform the Commission and seek its prior approval for the corrective measures planned to cover the overrun, proposing either to scale down the project/programme or to draw on its own or other non-EU resources.
- 2.3 If the project/programme cannot be scaled down, or if the overrun cannot be covered either by the Beneficiary's own resources or other resources, the Commission may, at the Beneficiary's duly substantiated request, decide to grant additional EU financing. Should the Commission take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

TITLE II - IMPLEMENTATION

ARTICLE 3 – GENERAL PRINCIPLE

The project/programme shall be implemented under the responsibility of the Beneficiary with the approval of the Commission.

ARTICLE 4 - PERIOD OF EXECUTION

4.1 The period of execution of the Financing Agreement shall comprise two phases:

- an operational implementation phase, in which the principal activities are carried out. This phase shall commence on the entry into force of the Financing Agreement and end with the opening of the closure phase;
- a closure phase, during which final audits and evaluation are carried out and contracts and programme estimates for the implementation of the Financing Agreement are technically and financially closed. This phase shall end at the latest 24 months after the end of the operational implementation phase.

4.2 Costs related to the principal activities shall be eligible for EU financing only if they have been incurred during the operational implementation phase. Costs related to final audits and evaluation and closure activities shall be eligible up to the end of the closure phase.

4.3 Any balance remaining from the EU contribution will be automatically decommitted no later than six months after the end of the period of execution.

4.4 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the operational implementation phase and approved by the Commission before that latter date.

4.5 In exceptional and duly substantiated cases, and after the end of the operational implementation phase, a request may be made for the extension of the closure phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the closure phase and approved by the Commission before that latter date.

TITLE III – PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

ARTICLE 5 – DEADLINE FOR PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

- 5.1 When the Commission is making payments related to contracts implementing the Financing Agreement and awarded by the Beneficiary, the Beneficiary shall undertake to provide the Commission with the payment requests or invoice no later than 15 calendar days before the payment deadline for the initial pre-financings specified in the contract. In case of further pre-financing for grants, and interim and final payments, the Beneficiary shall undertake to provide the Commission with the payment request or invoice not later than 30 calendar days before the expiry of the payment deadline specified in the contract. The Beneficiary shall notify the Commission of the date of registration of this request. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended at any time by the Commission by informing the Beneficiary, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request, comes to the notice of the Commission the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension should be communicated to the Beneficiary as soon as possible. The time limit for payment shall resume once the payment request becomes admissible.
- 5.2 The deadline referred to in paragraph 1 shall also apply when payment is conditional on approval of a report. The approval of any report is included in the payment deadline specified in the contract. To this end, the Beneficiary has to approve the report and provide the Commission with the payment request or invoice within the deadline set above in article 5.1. When the Beneficiary does not approve the report he shall send, as soon as possible, to the contractor or grant beneficiary a document formally suspending the deadline for payment and explaining the reasons for suspension. Suspension is effective from the sending of the notification. The contractor or grant beneficiary must provide clarifications, modifications or further information within 30 days of the notification. The time limit for payment begins to run again from the date on which the clarifications are registered.
- 5.3 In the event of any delay in forwarding payment requests attributable to the Beneficiary, the Commission shall not be obliged to pay the contractor the late-payment interest provided for in contracts, which will be payable by the Beneficiary. The contractor is entitled to payment of late-payment interest, unless he is a government department or public body in an EU Member State.

TITLE IV – PAYMENTS TO BE MADE BY THE BENEFICIARY TO THIRD PARTIES AND DISBURSEMENT TO BE MADE BY THE COMMISSION THROUGH PROGRAMME ESTIMATES

ARTICLE 6 – GENERAL PRINCIPLE

- 6.1 When the Beneficiary is making payments to third parties, programme estimates must be drawn up and adopted beforehand.
- 6.2 The programme estimate is a document laying down the programme of measures to be carried out and the human and material resources required, the corresponding budget and the detailed technical and administrative implementing arrangements for decentralised execution of a project/programme over a specified period by direct labour and/or by means of public procurement and/or the award of grants.
- 6.3 All programme estimates implementing the Financing Agreement must respect the procedures and standard documents laid down by the Commission, in force at the time of the adoption of the programme estimates in question.

ARTICLE 7 - DISBURSEMENT

- 7.1 The Commission shall transfer funds no later than 45 calendar days after the date on which it registers an admissible payment request from the Beneficiary. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended by the Commission by informing the Beneficiary, at any time during the period referred to above, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request comes to the notice of the Commission, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension should be communicated to the Beneficiary as soon as possible. The time limit for payment shall resume once the payment request becomes admissible.
- 7.2 The Commission shall make payments to a bank account denominated in euro and opened at a financial institution accepted by the Commission.
- 7.3 The Beneficiary shall guarantee that funds paid by the Commission by way of pre-financing can be identified in this bank account.

- 7.4 Transfers in euro shall, if necessary, be converted into the Beneficiary's national currency as and when payments have to be made by the Beneficiary, at the bank rate in force on the day of payment by the Beneficiary.
- 7.5 The funds paid by the Commission to this bank account shall yield interest or equivalent benefits. The Beneficiary shall notify the Commission of interest or equivalent benefits yielded by those funds at least once a year.
- 7.6 Interest or equivalent benefits yielded by the funds paid of more than two hundred fifty thousand euro shall be repaid to the Commission within 45 days of receipt of the Commission's request.
- 7.7 For a programme estimate which has not given rise to any transfer of funds within three years of its signature, the corresponding committed amount shall be decommitted.

TITLE V - AWARD OF PROCUREMENT AND GRANT CONTRACTS

ARTICLE 8 – GENERAL PRINCIPLES.

- 8.1 All contracts implementing the Financing Agreement must be awarded and implemented in accordance with the procedures and standard documents laid down and published by the Commission for the award of procurement and grant contracts , in force at the time of the launch of the procedure in question.
- 8.2 The Beneficiary shall use the language of this Financing Agreement for the award of procurement and grant contracts ,
- 8.3 In cases of decentralised contracts, the Beneficiary will inform the Commission when a candidate, tenderer or applicant is in a situation of exclusion from participation in award procedures according to the relevant provisions of the Financial Regulation applicable to the general budget of the European Union or when a contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

In such cases, without prejudice to the power of the Commission to exclude an entity from future procurement and grant contracts financed by the EU according to the Financial Regulation applicable to the general budget of the European Union, financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of

decentralised contracts may be imposed to the contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed following an adversarial procedure and ensuring the right of defence of the contractor.

- 8.4 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever at any stage of the procedure for the award of contracts or grants. "Passive corruption" shall mean the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests. "Active corruption" shall mean the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official, for himself or for a third party, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests.

ARTICLE 9 - DEADLINE FOR THE SIGNATURE OF THE CONTRACTS IMPLEMENTING THE FINANCING AGREEMENT

- 9.1 Except for those components of this Financial Agreement implemented under Joint Management or Indirect Centralised Management, the contracts implementing the Financing Agreement shall be signed by both parties within three years of the entry into force of the Financing Agreement. That deadline may not be extended.
- 9.2 The above provision shall not apply to:
- audit and evaluation contracts, which may be signed later;
 - addenda to contracts already signed;
 - contracts concluded after early termination of an existing contract and
 - cases of change of entity charged with budget execution tasks
- 9.3 At the end of the three years of the entry into force of the Financing Agreement, any balance for which contracts have not been signed, except those referred to in Article 9.2 here above, will be decommitted
- 9.4 The above provision shall not apply to any balance of the contingency reserve.
- 9.5 A contract which has not given rise to any payment within three years of its signature shall be automatically terminated and its funding shall be decommitted.

ARTICLE 10 - ELIGIBILITY

- 10.1 Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU and, in accordance with the specific provisions in the basic acts governing the cooperation sector concerned, to all natural and legal persons of the beneficiary third countries or of any other third country expressly mentioned in those acts.
- 10.2 It may be decided, on the basis of the specific conditions laid down in the basic acts governing the cooperation sector concerned, to allow third-country nationals other than those referred to in paragraph 1 to tender for contracts.
- 10.3 Goods and supplies financed by the EU and necessary for the performance of works, supply and service contracts and procurement procedures launched by the grant beneficiaries for the execution of the action financed must originate in countries eligible to participate in the terms laid down in the previous two paragraphs, except when it is provided otherwise in the basic act.

ARTICLE 11 – PUBLICATION OF INFORMATION

- 11.1 The Beneficiary undertakes to publish each year in a dedicated and easily accessible place of its internet site the title of each contract financed by the Financing Agreement, the name and nationality of the grant beneficiary or successful tenderer as well as the amount of the corresponding grant or contract.
- 11.2 If such internet publication is impossible, the information shall be published by any other appropriate means, including the official journal of the Beneficiary. Publication shall take place during the first half of the year following the closure of the year in respect of which the contracts and grants were awarded by the Beneficiary. The Beneficiary shall communicate to the Commission the address of the place of publication and reference shall be made to this address in the dedicated place of the internet site of EuropeAid . If the information is published otherwise, the Beneficiary shall give the Commission full details of the means used.

TITLE VI - RULES APPLICABLE TO THE PERFORMANCE OF CONTRACTS

ARTICLE 12 - ESTABLISHMENT AND RIGHT OF RESIDENCE

- 12.1 Where justified by the nature of the contract the Beneficiary shall entitle natural and legal persons participating in invitations to tender for works, supply or service contracts with a provisional right of establishment and residence in the Beneficiary's territory(ies). This right shall remain valid for one month after the contract is awarded.
- 12.2 The Beneficiary shall also entitle contractors (procurement and grant contracts) and natural persons whose services are required for the performance of the contract and members of their family with similar rights during the implementation of the project/programme.

ARTICLE 13 - TAX AND CUSTOMS PROVISIONS

- 13.1 The Beneficiary shall apply to procurement contracts and grants financed by the EU the most favoured tax and customs arrangements applied to States or international development organisations with which it has relations.
- 13.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 14 - FOREIGN EXCHANGE ARRANGEMENTS

- 14.1 The Beneficiary undertakes to authorise the import or purchase of the foreign currency necessary for the implementation of the project. It also undertakes to apply its national foreign exchange regulations in a non-discriminatory manner to the contractors allowed to participate referred to in Article 10 of these General Conditions.
- 14.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 15 – USE OF DATA FROM STUDIES

Where the Financing Agreement involves the financing of a study, the contract related to this study, signed for the implementation of the Financing Agreement, shall govern the

ownership of that study and shall include the right for the Beneficiary and the Commission to use data in the study, to publish it or to disclose it to third parties.

ARTICLE 16 - ALLOCATIONS OF AMOUNTS RECOVERED UNDER CONTRACTS

- 16.1 Without prejudice to the responsibilities of the Beneficiary, the Commission may, in accordance with the relevant provisions of the Financial Regulation applicable to the general budget of the European Union formally establish an amount as being wrongly paid under a contract financed under this Financing Agreement and proceed to its recovery by any means.
- 16.2 Amounts recovered by the Beneficiary from payments wrongly effected, from financial guarantees lodged on the basis of procedures of award of contracts or under a contract financed under this Financing Agreement, as well as from financial penalties imposed by the Beneficiary on candidate, tenderer, contractor or grant beneficiary, shall be returned to the Commission. The damages granted to the Beneficiary shall also be returned to the Commission.

ARTICLE 17 - FINANCIAL CLAIMS UNDER CONTRACTS

The Beneficiary undertakes to confer with the Commission before taking any decision concerning a request for compensation made by a contractor and considered by the Beneficiary to be justified in whole or in part. The financial consequences may be borne by the EU only where the Commission has given its prior approval. Such prior approval is also required for any use of funds committed under the present Financing Agreement to cover costs arising from disputes relating to contracts.

TITLE VII - GENERAL AND FINAL PROVISIONS

ARTICLE 18 – VISIBILITY

- 18.1 Every project/programme financed by the EU shall be subject to the appropriate communication and information measures. Unless otherwise agreed, the Beneficiary shall take the necessary measures to ensure the visibility of the EU funding for the project/programme. These measures shall be defined under the responsibility of the Beneficiary with the approval of the Commission.
- 18.2 These communication and information measures shall follow the rules in the Communications and Visibility Manual for EU External Actions laid down and published by the Commission, in force at the time of the measures.

ARTICLE 19 – PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

19.1 The Beneficiary undertakes to check regularly that the operations financed with the EU funds have been properly implemented. It shall take appropriate measures to prevent irregularities and fraud and, if necessary, bring prosecutions to recover funds wrongly paid.

19.2 "Irregularity" shall mean any infringement of the Financing Agreement, implementing contracts and programme estimates or of EU law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the EU, either by reducing or losing revenue accruing from own resources collected directly on behalf of the EU, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the general budget of the EU;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

19.3 The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud and of any measure taken to deal with them.

19.4 As stated in Article 8.3, in cases of decentralised contracts, the Beneficiary will inform the Commission when a contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

Without prejudice to the power of the Commission to exclude a natural or legal person from future procurement and grant contracts financed by the EU according to the Financial Regulation applicable to the general budget of the European Union financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of decentralised contracts may be imposed to contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed, following an adversarial procedure and ensuring the right of defence of the contractor.

19.5 The Beneficiary shall immediately inform the Commission of the name of the economic operators whom have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests.

19.6 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever in the implementation of the related contracts. Definitions in Article 8.3 apply herein.

If the Beneficiary does not take the appropriate measures to remedy any practices of corruption or fraud mentioned under this article, the Commission may adopt itself such measures including the recovery of the EU funding by any means.

ARTICLE 20 - VERIFICATIONS AND CHECKS BY THE COMMISSION, THE EUROPEAN ANTI-FRAUD OFFICE (OLAF) AND THE EUROPEAN COURT OF AUDITORS

20.1 The Beneficiary agrees to the Commission, OLAF and the European Court of Auditors conducting documentary and on-the-spot checks on the use made of EU funding under the Financing Agreement (including procedures for the award of contracts and grants) and carrying out a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the project/programme, throughout the duration of the agreement and for seven years after the date of the last payment.

20.2 The Beneficiary also agrees that OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by EU law for the protection of the EU's financial interests against fraud and other irregularities.

20.3 To that end, the Beneficiary undertakes to grant officials of the Commission, OLAF and the European Court of Auditors and their authorised agents access to sites and premises at which operations financed under the Financing Agreement are carried out, including their computer systems, and to any documents and computerised data concerning the technical and financial management of those operations, and to take every appropriate measure to facilitate their work. Access by authorised agents of the Commission, OLAF and the European Court of Auditors shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be accessible and filed in a manner permitting easy inspection, the Beneficiary being bound to inform the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept.

20.4 The checks and audits described above shall also apply to contractors and subcontractors who have received EU funding.

20.5 The Beneficiary shall be notified of on-the-spot missions by agents appointed by the Commission, OLAF or the European Court of Auditors.

20.6 The Beneficiary shall keep the following financial and contractual supporting documents

Procurement procedures:

- Forecast notice with proof of publication of the procurement notice and any corrigenda
- Nomination of shortlist panel
- Shortlist report (incl. annexes) and applications
- Proof of publication of the shortlist notice
- Letters to non-shortlisted candidates
- Invitation to tender or equivalent
- Tender dossier including annexes, clarifications, minutes of the meetings, proof of publication
- Nomination of the evaluation committee
- Tender opening report, including annexes
- Evaluation / negotiation report, including annexes and bids received¹
- Notification letter
- Supporting documents
- Cover letter for submission of contract
- Letters to unsuccessful candidates
- Award / cancellation notice, including proof of publication
- Signed contract, amendments, riders and relevant correspondence

Calls for proposals and direct award of grants:

- Nomination of the evaluation committee
- Opening and administrative report including annexes and applications received²
- Letters to successful and unsuccessful applicants
- Concept note evaluation report
- Letters to successful and unsuccessful applicants
- Evaluation report of the full application or negotiation report with relevant annexes
- Eligibility check and supporting documents
- Letters to successful and unsuccessful applicant with approved reserve list
- Cover letter for submission of contract
- Award/cancellation notice with proof of publication
- Signed contract, amendments, riders and relevant correspondence

In case of decentralised operations:

- In addition to all of the above –mentioned supporting documents also all relevant documentation relating to payments and recovery orders.

¹ Elimination of unsuccessful bids five years after the closure of the procurement procedure.

² Elimination of unsuccessful applications three years after the closure of the grant procedure.

ARTICLE 21 – CONSULTATION BETWEEN THE COMMISSION AND THE BENEFICIARY

- 21.1 The Beneficiary and the Commission shall consult each other before taking any dispute relating to the implementation or interpretation of this Financing Agreement further.
- 21.2 Where the Commission becomes aware of problems in carrying out procedures relating to management of this Financing Agreement, it shall establish all necessary contacts with the Beneficiary to remedy the situation and, take any steps that are necessary, including, where the Beneficiary does not, or is unable to, perform the duties incumbent on it, temporarily taking the Beneficiary's place
- 21.3 The consultation may lead to the amendment, suspension or termination of the Financing Agreement.

ARTICLE 22 – AMENDMENT OF THE FINANCING AGREEMENT

- 22.1 Any amendment to the Special Conditions, Annex II and Annex III to the Financing Agreement shall be made in writing and be the subject of an addendum.
- 22.2 If the request for an amendment comes from the Beneficiary, the latter shall submit that request to the Commission at least three months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Beneficiary and accepted by the Commission.
- 22.3 For technical adjustments which do not affect the objectives and results of the project/programme and alterations in matters of detail which do not affect the technical solution adopted, and with no reallocation of funds, the Beneficiary shall inform the Commission of the amendment and its justification in writing as soon as possible and apply that amendment.
- 22.4 The use of contingency reserve shall be subject to the Commission's prior written approval.
- 22.5 The specific cases of the extension of the operational implementation phase or closure phase are governed by Article 4 (4) and (5) of these General Conditions.
- 22.6 Where the Commission considers that the Beneficiary ceases to satisfy the decentralisation criteria and without prejudice to Articles 23 and 24 of these General Conditions, the Commission may decide to retake the financial implementation tasks entrusted to the Beneficiary in order to continue the implementation of the project/programme on behalf, and for the account, of the Beneficiary after informing the latter in written form

ARTICLE 23. SUSPENSION OF THE FINANCING AGREEMENT

23.1 The Financing Agreement may be suspended in the following cases:

- The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches an obligation under the Financing Agreement, and notably if it ceases to satisfy the decentralisation criteria laid down, where relevant, in the Special Conditions
- The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches any obligation set under the procedures and standard documents laid down and published by the Commission for the award and implementation of contracts and grants.
- The Commission may suspend the Financing Agreement if the Beneficiary breaches an obligation relating to respect for human rights, democratic principles and the rule of law and in serious cases of corruption.
- The Financing Agreement may be suspended in cases of force majeure, as defined below. "Force majeure" shall mean any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations, not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A party shall not be held in breach of its obligations if it is prevented from fulfilling them by a case of force majeure of which the other party is duly informed. A party faced with force majeure shall inform the other party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

23.2 No prior notice shall be given of the suspension decision.

23.3 The Commission may take any appropriate precautionary measure before suspension takes place.

23.4 When the suspension is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

23.5 A suspension of the Financing Agreement is without prejudice to the suspension of payments by the Commission for the sake of ensuring sound financial management or protecting the EU's financial interests.

ARTICLE 24 – TERMINATION OF THE FINANCING AGREEMENT

- 24.1 If the issues which led to the suspension of the Financing Agreement have not been resolved within a maximum period of 180 days, either party may terminate the Financing Agreement at 30 days' notice.
- 24.2 Where a Financing Agreement has not given rise to any payment within three years of its signature or no implementing contract has been signed within this period, that Financing Agreement will be terminated.
- 24.3 When the termination is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

ARTICLE 25 - DISPUTE-SETTLEMENT ARRANGEMENTS

- 25.1 Any dispute concerning the Financing Agreement which cannot be settled within a six-month period by the consultations between the parties provided for in Article 21 of these General Conditions may be settled by arbitration at one of the parties' request.
- 25.2 In this case the parties shall each designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.
- 25.3 Unless the arbitrators decide otherwise, the procedure laid down in the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.
- 25.4 Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.

ANNEX II TO FINANCING AGREEMENT N° ENPI/2013/024-403

TECHNICAL AND ADMINISTRATIVE PROVISIONS

BENEFICIARY COUNTRY / REGION	The Republic of Moldova		
REQUESTING AUTHORITY	The Government of the Republic of Moldova		
BUDGET HEADING	21 03 51 00		
TITLE	Framework Programme in support of EU - Republic of Moldova agreements		
TOTAL COST	EUR 26 000 000		
AID METHOD/ MANAGEMENT MODE	Project approach Non-Decentralised management Direct centralised management		
DAC-CODE	15110	SECTOR	Public Sector policy and administrative management

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1. DESCRIPTION

The Government of Moldova regards European integration as a fundamental priority of its domestic and foreign policy and is committed to the principles of enhanced political association and closer economic integration. Negotiations of the EU-Moldova Association Agreement (AA), including a Deep and Comprehensive Free Trade Area (DCFTA), were launched on the 12th January 2010 and were concluded on the 26th June 2013. The initialling of the Association Agreement in the Vilnius Summit (28-29th November) represented a new step towards the adoption of both documents.

The implementation of the AA/DCFTA, the introduction of visa liberalisation and participation in the EU programmes and agencies will necessitate considerable strengthening of the institutional, technical and human resource capacities of the core institutions in Moldova involved in these processes. The Comprehensive Institution Building (CIB) programme is designed specifically to assist Moldova to meet the preconditions for signing the AA, agreeing a DCFTA and for progressing towards visa liberalisation in the future. A Memorandum of Understanding with respect to the CIB was signed by the EU and Moldova on the 15th May 2010. The Secretary General of the Government was appointed as the CIB Coordinator. Subsequently, a Framework Document (FD) was elaborated jointly by the EU and the Government of Moldova, which identified the key issues to be addressed, indicated the core institutions to be strengthened and outlined possible mechanisms for assistance delivery. The FD identified three principal reform challenges to be addressed through the CIB: a) reforming the public administration; b) consolidating the rule of law and respect for human rights and fundamental freedoms; c) preparing the Republic of Moldova in view of a possible future Deep and Comprehensive Free Trade Area with the European Union. The FD also required the core institutions to develop Strategic Development Programmes (SDP) as tools for identifying gaps in institutional capacity, formulating a series of interventions to address these gaps and indicating what resources (technical assistance, equipment, and training) are required. The CIB Coordination role is currently implemented the Minister of Foreign Affairs and European Integration following to a decision taken on February 2014 by H.E. Prime Minister Leancă.

The Government has consolidated its commitment to enhanced political association and closer economic integration within the framework of the Government Programme, *European Integration, Freedom, Democracy and Welfare 2011-2014*, which targets public administration reform, consolidation of the rule of law, reinforcement of the democratic processes and establishing the preconditions for environmentally sustainable socio-economic development and poverty reduction.

Following the Comprehensive Institution Building approach, this programme supports the Moldovan authorities in their endeavour to create closer bond with the European Union through an ambitious reform process. This programme focuses on capacity building of Moldovan institutions, addressing their needs through training, technical assistance and financial support to foster Moldova's participation to EU internal programmes and EU agencies.

An initial logical framework is attached. It may be updated or adapted without an amendment to the financing agreement as long as these modifications do not change the objectives of the programme.

1.1. Objectives

The overall objective is supporting the Republic of Moldova to prepare, negotiate, and implement its new contractual relations with the EU in the framework of the Eastern Partnership and to meet the objectives of the EU-Moldova ENP Action Plan and future Association Agenda.

The specific objectives are:

- To ensure effective institution-building of a limited number of core institutions that are central to preparing the ground for and implementing the future Association Agreement, including the DCFTA;
- To support the relevant institutions within the Moldovan public administration to comply with the commitments set forth in the EU-Moldova ENP Action Plan and future Association Agenda;
- To assist the national authorities to carry out the preparatory, supervisory, monitoring, audit and evaluation work necessary for the timely and efficient launch and implementation of actions in the framework of EU assistance.
- To further accelerate Moldova's approximation and cooperation with the EU by fostering Moldova's participation in the EU programmes and agencies in a broad range of areas.

1.2. Expected results

This Framework Programme is expected to result in the following:

1. Enhanced capacity of the Moldovan authorities to prepare for the implementation of the Association Agreement including the DCFTA;
2. Strengthened institutional (including strategic planning), technical (including policy-making and annual and medium-term budgetary processes) and human resource capacities within the core institutions to co-ordinate the European approximation process and to manage, implement and monitor their respective components of the EU-Moldova ENP Action Plan;
3. Strengthened capacity to participate effectively in the programming exercises in priority sectors in line with the EU-Moldova ENP Action Plan and future Association Agenda;
4. Completion of negotiations to allow for Moldova's participation in EU programmes and in the work of EU programmes and agencies, which best match Moldova's priorities and capacities.

1.3. Activities and implementation timetable

To meet the objectives, the current Framework Programme will comprise the following:

Component I – Comprehensive Institution Building (CIB)

Component Ia: CIB – Reforming the Public Administration

The Government is presently engaged in substantive reforms of the public administration system. The focus to date has primarily been upon strengthening policy development and management capacities, reform to the public finance management system, the introduction of more transparent and user-friendly procedures (e-governance, e-procurement and mechanisms for consultation with civil society).; Strategic Development Plans for each public institution and a "change management" approach are being introduced.

This Framework Programme will assist the Government to implement the new Strategy and its Action Plan. Technical assistance will be provided to support the introduction of the “change management” approach. Further support will be provided through technical assistance, Twinning and training to the targeted core institutions to enable them to implement their Strategic Development Plans. Policy advice (e.g. EU High Level Policy Advisers) constitutes another modality for assistance and may also address other CIB sub-components of the present programme. Assistance will be provided to address weaknesses in the coordination of the legal approximation process, notably with respect to prioritising the drafting of particular legislation and ensuring synergy between the Government and Parliamentary agenda. Provision of ancillary needs linked with other actions under this component can be provided via supply contracts.

Component Ib: CIB – Consolidating the rule of law and respect for human rights and fundamental freedoms

The assistance will be targeted on irregular migration and border management, migration management, as well as on public order and security, preventing and fighting corruption and supporting institutional changes related to organisational restructuring of the Ministry of Internal Affairs (Police), the integration of the Border Police into the Ministry of Internal Affairs, as well as support to the Bureau for Migration and Asylum. This Framework Programme will assist these institutions, through technical assistance and possible Twinning projects related to legal approximation, institutional change and capacity building. Provision of ancillary needs linked with other actions under this component can be provided via supply contracts.

Component Ic: CIB – Preparing the Republic of Moldova in view of a possible DCFTA with the EU

Following the DCFTA negotiations between Moldova and European Union, policy advice and technical assistance will be given to the Government of Moldova for the implementation of the commitments that are undertaken by Moldova under the DCFTA, especially in the following areas:

1. Overall coordination and administrative capacity building; 2. Market access for goods/trade statistics; 3. Tariff and non-tariff barriers (NTBT); 4. Technical barriers to trade (TBT); 5. Sanitary and phyto-sanitary (SPS) measures; 6. Trade facilitation and customs administration; 7. Rules of origin (RoO); 8. Services and investment; 9. Intellectual property rights (IPR); 10. Public procurement; 11. Competition; 12. Sustainable development (social and labour issues; environment). Provision of ancillary needs linked with other actions under this component can be provided via supply contracts.

Component II: Support to the implementation of the EU-Moldova ENP Action Plan and future Association Agenda

Actions under this component will support the development of institutional and administrative capacities for the implementation of the EU-Moldova ENP Action Plan and future Association Agenda commitments, including regulatory approximation. The assistance under this component will be targeted at institutions not covered by the CIB. In addition, assistance will be provided for the identification, formulation, audit and evaluation of actions under the Framework Programme. Provision of ancillary needs linked with other actions under this component can be provided via supply contracts.

Component III: Fostering Moldova's participation to the EU programmes and agencies

Following the Protocol to the Partnership and Cooperation Agreement¹, this component will foster Moldova's participation to internal EU programmes and agencies. In 2012 Moldova joined the “7th Framework Programme for Research and Technological Development²”. Participation in other internal EU programmes will be explored according to the priorities expressed by the beneficiary, its financial possibilities, and the needs in the relevant sectors. An ongoing dialogue with the Moldovan authorities is underway in order to identify sectors for future cooperation in this matter.

2. LOCATION AND DURATION

2.1. Location

The programme will be implemented on the territory of the Republic of Moldova.

2.2. Duration

The execution period of the Agreement will be as specified in Article 5 of the Special Conditions.

3. IMPLEMENTATION

3.1 Organisational set-up and responsibilities

The programme will be implemented by the European Commission, through its Delegation to the Republic of Moldova.

All contracts and payments are made by the Commission on behalf of the Beneficiary.

A CIB Steering Committee will monitor activities and results in CIB-related areas; its detailed composition and functions will be established by a common agreement between the EU Delegation to Moldova and the Ministry of Foreign Affairs and European Integration (national CIB coordinator).

Implementation components and modules

Grants: calls for proposal for Twinning projects (direct centralised management)

Under the present programme, it is expected to conclude up to 10 Twinning grant contracts.

¹ Protocol to the Partnership and Cooperation Agreement between the European Communities and their Member States, of the one part, and the Republic of Moldova, of the other part, on a Framework Agreement between the European Union and the Republic of Moldova on the general principles for the participation of the Republic of Moldova in Union programmes, 19.01.2011.

² According to the Memorandum of Understanding between the European Union and the Republic of Moldova on the association of the Republic of Moldova to the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013).

- (a) Objectives of the grants, fields of intervention, priorities of the year and expected results

The Twinning calls for proposals modality will be used for implementing actions under objectives defined in section 1.1.

The activities and expected results of the Twinning calls for proposals will be in line with the expected results and activities defined in section 1.2 and 1.3.

- (b) Eligibility conditions

Participation in Twinning calls for proposals is limited to public administrations of the EU Member States, being understood as central or regional authorities of a Member State as well as their bodies and administrative structures and private law bodies with a public service mission under their control provided they act for the account and under the responsibility of that Member State.

- (c) Essential selection and award criteria

The essential selection criterion is the operational capacity of the applicant.

The essential award criteria are the technical expertise of the applicant, and the relevance, methodology and sustainability of the proposed action.

- (d) Maximum rate of co-financing

The rate of co-financing for eligible costs for Twinning grant contracts is 100%³.

- (e) Indicative timing to launch the calls

The launch of the calls for proposals is indicatively planned during 2015, 2016 and 2017.

Grant(s): direct award (direct centralised management)

Under Component III, the reimbursement of the fees for Moldova's participation in EU programmes and agencies will be provided as a reimbursement of up to 50% of the "entry ticket" (fees for year n) for the EU programmes for which a Memorandum of Understanding (MoU) is in force. Reimbursement of the 50% fees for membership fees for an additional year may also be considered. The participation of the beneficiary in EU programmes and agencies shall follow the specific terms and conditions set out for each such programme/agency in the MoU.

- (a) Objectives of the grant(s), fields of intervention, priorities of the year and expected results

The objective is to contribute up to 50% of the annual fee for the participation of Moldova to selected internal EU programmes and agencies, for up to 2 consecutive years.

³ As foreseen for in the Twinning Manual.

(b) Justification of a direct grants

Under the responsibility of the authorising officer by delegation, the recourse to an award of grants without a call for proposals is justified because the purpose of this operation is to provide a direct support to the relevant institution(s) of Moldova.

(c) Eligibility conditions

Only the institution(s) that pay the fees for the participation in the selected internal EU programmes are eligible.

(d) Essential selection and award criteria

The essential selection criteria are financial and operational capacity of the concerned institution(s), which will be verified by ensuring that the institution(s) are the one(s) in charge of the payment of the fee(s) and that the payment of the entire fee(s) has been done.

The essential award criteria are relevance of the proposed action to the objective as described under Component III of section 1.3 above.

(e) Maximum rate of co-financing

The maximum possible rate of co-financing for this type of grant is 50% of the annual fee.

Procurement (direct centralised management)

Subject	Type	Indicative number of contracts	Indicative trimester of launch of the procedure
Component I (Comprehensive Institution Building)	Services	Up to 10	Quarter 4 2014 – Quarter 3 2017
	Supply	Up to 5	
Component II (Support to the implementation of the EU-Moldova ENP Action Plan and future Association Agenda)	Services	Up to 4	
	Supply	Up to 5	
Component III (Fostering Moldova's participation to the EU programmes and agencies)	Services	Up to 2	

3.2 Budget

The total programme cost is estimated at EUR 26 000 000, of which EUR 26 000 000 shall be financed from the general budget of the European Union.

Component	Amount in EUR
Component I: Comprehensive Institution Building pillars	15 565 000
a) Twinning projects (grants)	6 175 000
b) Support to institutions under CIB (service contracts)	7 840 000
c) Provision of ancillary needs linked with other forms of technical assistance under CIB (supply contracts)	1 550 000
Component II: Support to the implementation of the EU-Moldova ENP Action Plan and future Association Agenda	8 085 000
a) Twinning on support of the implementation of the EU-Moldova ENP Action Plan for non-CIB institutions (grants)	5 000 000
b) Support to non-CIB institutions (service contracts)	2 000 000
c) Provision of ancillary needs linked with other forms of technical assistance under component II (supply contracts)	1 085 000
Component III: Fostering Moldova's participation to the EU programmes and agencies	2 150 000
a) Re-imbursement of entry fees according to relevant MoU (grants)	2 000 000
b) Technical assistance for institutions (service contract)	150 000
Evaluation and audit	200 000
Totals	26 000 000

In case of twinning and technical assistance operations, it is expected that, as a minimum, the partner country will provide a functioning office and counterpart staff. Under the CIB initiative, and in the framework of the implementation of each Institutional Reform Plan, a financial contribution of at least 20% (parallel procurement) will be required when EU funding is used for supply of EU norm driven equipment.

4. MONITORING AND EVALUATION

4.1 Monitoring

The Commission may carry out Results Oriented Monitoring (ROM) via independent consultants, starting from the sixth month of programme activities, which will be finalised at the latest 6 months before the end of the operational implementation phase.

4.2 Evaluation

a) The Commission will carry out external evaluations via independent consultants, as follows:

- possibly, a mid-term evaluation mission;
- a final evaluation, at the beginning of the closing phase;
- possibly, an ex-post evaluation.

b) The Beneficiary and the Commission shall analyse the conclusions and recommendations of the mid-term evaluation and jointly decide on the follow-up action to be taken and any adjustments necessary, including, if indicated, the reorientation of the programme. The reports of the other evaluation and monitoring missions will be given to the Beneficiary, in order to take into account any recommendations that may result from such missions.

c) The Commission shall inform the Beneficiary at least 15 days in advance of the dates foreseen for the external missions. The Beneficiary shall collaborate efficiently and effectively with the monitoring and/or evaluation experts, and inter alia provide them with all necessary information and documentation, as well as access to the programme premises and activities.

5. INFORMATION AND VISIBILITY

Each project under this framework programme will have its own communication and visibility component and budget, according to the Communication and Visibility Manual for EU External Actions.

6. APPENDICES

Appendix 1 – Logical Framework

Appendix 2 – Indicative operational timetable

Annex II to Financing Agreement ENPI/2013/024-403

Appendix 1: Logical Framework

Overall objective	Objectively verifiable indicators	Sources of Verification	Assumptions
To support the Republic of Moldova to prepare, negotiate, and implement its new contractual relations with the EU in the framework of Eastern Partnership, and to meet the objectives of the EU-Moldova ENP Action Plan and future Association Agenda.	<p>Successive implementation and enforcement of measures foreseen by ENP AP and future AA and DCFTA</p> <p>Extended economic and political cooperation through advanced negotiations on AA and DCFTA.</p> <p>Greater degree of legal approximation to <i>EU Acquis</i></p>	<p>European Commission progress reports</p> <p>Signed cooperation agreements and action plans</p> <p>EU-Moldova trade statistics</p> <p>Assessment of legislative compatibility with EU laws</p> <p>Signed Memoranda of Understanding (MoU) on Moldova's association to EU programmes and agency(ies)</p>	
Project purpose	Objectively verifiable indicators	Sources of Verification	Assumptions
<p>1. To ensure effective institution-building of a limited number of core institutions that are central to preparing the ground for and implementing the future Association Agreement, including the DCFTA;</p> <p>2. To support the relevant institutions within the Moldovan public administration to comply with the commitments set forth in the EU-Moldova ENP Action Plan and future Association Agenda;</p> <p>3. To assist the national authorities to carry out the preparatory, supervisory, monitoring, audit and evaluation work necessary for the timely and efficient launch and implementation of actions in the framework of EU assistance;</p>	<p>Government requests for assistance are based on national and EU-integration priorities.</p> <p>The annual allocation for the instrument has been used to implement relevant projects and activities.</p> <p>Programming and Preparation of activities under the CIB has been efficient and of high standard to ensure start at the earliest possible moment and projects have the maximum legal</p>	<p>Programming documents for external assistance.</p> <p>Budget information</p> <p>Monitoring and evaluation reports on individual projects</p> <p>CIB implementation and mid-term evaluation reports.</p> <p>Tender and contracting information.</p>	<p>Government of Moldova continues European integration course through to the adoption and implementation of Association Agreement and DCFTA, and pursues harmonization with EU standards and best practices.</p>

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1. To further accelerate Moldova's approximation and cooperation with the EU by fostering Moldova's participation in the EU programmes and agencies in a broad range of areas.	duration if necessary. Moldova is associated to several EU internal programmes or agency(ies).	Negotiations and signatures of MoUs for Moldova's association to EU programmes and agency(ies).	
Results	Objectively verifiable indicators	Sources of Verification	Assumptions
<p>1. Enhanced capacity of the Moldovan authorities to prepare for the implementation of the Association Agreement including the DCFTA;</p> <p>2. Strengthened institutional (including strategic planning), technical (including policy-making and annual and medium-term budgetary processes) and human resource capacities within the core institutions to co-ordinate the European approximation process and to manage, implement and monitor their respective components of the EU-Moldova ENP Action Plan;</p> <p>3. Strengthened capacity to participate effectively in the programming exercises in priority sectors in line with the EU-Moldova ENP Action Plan and future Association Agenda;</p> <p>4. Completion of negotiations to allow for Moldova's participation in EU programmes and in the work of EU agencies, which best match Moldova's</p>	<p>EU programme are identified in line with ENP, AA and DCFTA needs and requirements</p> <p>Programme and project proposals are timely, of high quality and reflect thorough consideration of use of the most appropriate instrument for the proposed intervention</p> <p>Programmes presented for financing are reflecting thorough planning of the entire reform, covering all aspects, a logic order and cover legal adjustment, institutional change and development, (including capacity building) and the required capital investment to ensure a complete reform is initiated and carried through.</p>	<p>ENP AP Progress Reports</p> <p>Project reports</p>	<p>Government of Moldova maintains commitment to EU integration.</p> <p>Efficient donor coordination</p>

NTT

priorities and capacities.			
Activities	Means		Assumptions
Component I: CIB			
<p>Development of institutional and administrative capacities for regulatory approximation and implementation of ENP AP commitments in core CIB institutions.</p> <p>Identification and formulation of actions related to implementation, follow up, audit, monitoring and evaluation</p>	<p>Twinning projects</p> <p>Technical assistance projects</p> <p>Supply contracts</p>	<p>Strategic Development Plans</p> <p>Programme documentation</p> <p>MTEF</p> <p>Central Public Administration Reform implementation reports</p> <p>SIGMA reports</p> <p>TAIEX reports</p>	<p>GoM continues implementation of the Public Administration Reform</p> <p>The selected institutions are able to formulate their needs for assistance and can contribute to donor coordination per sector.</p> <p>The selected institutions are able to allocate the necessary funds and human resources for implementation of SDPs as well as co-financing the CIB and Twinning projects.</p>
Component II: Support to implementation of the EU-Moldova ENP Action Plan and future Association Agenda			
<p>Development of institutional and administrative capacities for regulatory approximation and implementation of ENP AP commitments in sectors recognised as priorities</p> <p>Identification and formulation of actions related to implementation, follow up, audit, monitoring and evaluation</p>	<p>Twinning projects</p> <p>Technical assistance projects</p> <p>Supply contracts</p>	<p>ENP AP Progress reports</p> <p>ToRs for projects</p>	<p>Selected institutions are able to formulate their needs for assistance.</p> <p>GoM pursues harmonization with EU standards and best practices</p>
Component III: Fostering Moldova's participation to EU programmes and agencies			
<p>Partial reimbursement of fees for Moldova's association to EU Internal programmes (years n, n+1)</p>	<p>Grants</p> <p>Technical Assistance projects</p>	<p>MoU on Moldova's Association to EU programmes</p>	<p>GoM prioritizes areas for participation to EU programmes and commits sufficient human and financial resources to effectively participate in the programmes.</p>

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Prin prezenta confirm că textul alăturat este o copie certificată de pe Acordul de finanțare dintre Guvernul Republicii Moldova și Uniunea Europeană privind Programul Cadru de suport al acordurilor dintre Republica Moldova și Uniunea Europeană (PNA 2013) (semnat la Bruxelles, 21 martie 2014 și Chișinău, 23 aprilie 2014), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Dr. Andrei SOCOLAN,
Șef al Direcției Generale Drept
Internațional a Ministerului Afacerilor
Externe și Integrării Europene al
Republicii Moldova