

ACORDUL
dintre Guvernul Republicii Moldova și Organizația
pentru Alimentație și Agricultură a Națiunilor Unite
(FAO) pentru instituirea unei reprezentanțe FAO în
Republica Moldova

Chișinău, 7 aprilie 2014



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
AND
THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)
FOR
THE ESTABLISHMENT OF AN FAO REPRESENTATION IN
THE REPUBLIC OF MOLDOVA

THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
AND
THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS

Considering the Agreement concluded through exchange of letters for the accreditation of the Deputy Regional Representative of the FAO Regional Office for Europe and Central Asia as FAO Representative in the Republic of Moldova on 10 May and 23 November 2004.

Desiring to conclude an Agreement for the establishment of an FAO Representation in the Republic of Moldova, have agreed as follows:

Article I
Juridical Personality and
Freedom of Assembly

1. FAO shall possess juridical personality and capacity:
 - (a) to contract;
 - (b) to acquire and dispose of immovable and movable property;
 - (c) to institute legal proceedings.

2. The Government recognizes the right of FAO to convene meetings in the Republic of Moldova. At meetings convened by FAO, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

Article II

FAO presence in the Republic of Moldova

1. The FAO Deputy Regional Representative for Europe and Central Asia, residing in Budapest, Hungary, shall serve as FAO Representative to the Republic of Moldova, and FAO will assign to his/her office in Chisinau other staff as may be necessary to assist him/her in the performance of his/her functions, including an Assistant FAO Representative. He/she would visit the Republic of Moldova approximately four times a year to liaise with authorities and supervise FAO activities.

2. Whenever a new Deputy Regional Representative for Europe and Central Asia is appointed, FAO shall submit his/her name, curriculum vitae and other relevant related information for the information to the Government.

3. FAO shall provide to the Government of the Republic of Moldova relevant information on all expatriate staff which it proposes to assign to the FAO Representation. The FAO Representation in the Republic of Moldova shall have such other staff as FAO may deem appropriate to its proper functioning. FAO shall notify the Government, as deemed necessary or upon request of the Government, of the names of the staff, their family members and changes in the status of such persons.

4. The Government shall provide free of charge to FAO, and FAO shall accept, as from the entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations, office furniture and other facilities suitable for the operations of the FAO Representation, as indicated in Annex I, which forms an integral part of this Agreement.

5. The Government shall facilitate transit and shall grant exemption from customs duties and from prohibitions and restrictions on imports and exports in respect of articles or any items imported by FAO for the proper functioning of the FAO Representation. At the same time, articles imported with tax exemption will only be marketed in the Republic of Moldova according to terms agreed with the Government. In a spirit of close cooperation with FAO, the Government shall take all necessary measures to facilitate the entry into the territory of the Republic of Moldova, the sojourn and the departure from this territory of all FAO personnel as well as of other persons invited to the FAO Representation in the Republic of Moldova on official business, as long as the travel is carried out in connection with FAO activities.

6. The FAO Representative shall be responsible for all aspects of the FAO's activities in the Republic of Moldova, within the limits of the authority that is delegated to him/her, and ensure liaison with other offices of FAO, including headquarters and the Regional Office for Europe and Central Asia.

7. The Government shall ensure its full cooperation with the FAO Representative for the effective performance of his/her functions, in areas directly or indirectly concerned with agriculture, fishery and forestry, as well as of other related sectors of the national economy.

Article III

Property and assets

1. The Government shall apply to FAO's property, funds and assets, the provisions of Article III of the Convention on the Privileges and Immunities of the Specialized Agencies.
2. Any goods and articles acquired in or imported to the Republic of Moldova by the FAO Representation under exemptions provided for in this paragraph may be disposed of in the Republic of Moldova subject to terms agreed with the Government.

Article IV

Communications

The Government shall apply to FAO the provisions of Article IV of the Convention on the Privileges and Immunities of the Specialized Agencies regarding facilities in respect of Communications.

Article V

FAO Representative

In addition to the privileges and immunities specified in Article VI of this Agreement, the Government agrees to grant to the FAO Representative, privileges and immunities not less favorable than those accorded to members of the diplomatic staff of the diplomatic missions of comparable rank accredited in the Republic of Moldova. For this purpose, his/her name shall be incorporated in the diplomatic list. His/her spouse and dependents shall enjoy the privileges and immunities given to the spouses and dependents of the members of the staff of the diplomatic missions accredited in the Republic of Moldova.

Article VI

FAO Officials

1. The Government shall apply to FAO Officials, the provisions of Article VI of the Convention on the Privileges and Immunities of the Specialized Agencies. FAO Officials means all members of the staff of FAO, irrespective of nationality, appointed by the Director-General or on his/her behalf, other than manual workers, locally employed on an hourly basis.

2. In addition, internationally recruited FAO Officials will have the right to import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing regulations of the Republic of Moldova applicable to members of diplomatic missions of comparable ranks.

3. The Government will provide identification cards to FAO Officials to certify that they are entitled to the privileges, immunities, and exemptions provided for in this Agreement.

Article VII **Experts on mission**

Experts performing missions for FAO, including persons performing services on behalf of FAO, shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their mission. In particular, they shall be accorded the provisions of paragraph 2 of Annex II of the Convention on the Privileges and Immunities of the Specialized Agencies.

Article VIII **Laissez passer**

1. The Government shall recognize United Nations laissez-passers issued to Officials of FAO as a valid travel document. Applications for visas from the holders of United Nations laissez-passers, shall be dealt with as speedily as possible.

2. Similar facilities to those specified in paragraph 1 above shall be accorded to experts on mission and other persons who, though not be holders of United Nations laissez-passers, have a certificate that they are travelling on the business of FAO.

Article IX **General Provisions**

1. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of FAO, and not for the personal benefit of the persons concerned. The Director-General shall have the duty to waive the immunity of any person enjoying privileges and immunities under this Agreement in any case where, in his opinion, such immunity may be waived without prejudice to the overriding interests of FAO.

2. FAO shall cooperate at all times with the Government to facilitate the proper administration of justice, secure the observance of police regulations and prevent the

occurrence of any abuse in connection with the privileges, immunities and facilities accorded under the Agreement.

3. For all FAO services under this Agreement being provided for the benefit of the Republic of Moldova, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against FAO, their officials or other persons performing services for FAO, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the parties agree that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

Article X **Supplemental Agreements**

The Government and FAO may enter into such Supplemental Agreements as may be necessary within the scope of this Agreement.

Article XI **Settlement of disputes**

Any dispute between FAO and the Government concerning the interpretation or application of this Agreement or any Supplemental Agreements, or any question affecting the FAO Representation or the relationship between FAO and the Government which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be chosen by the FAO Director-General, one to be chosen by the Government and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice.

Article XII **Final Provisions**

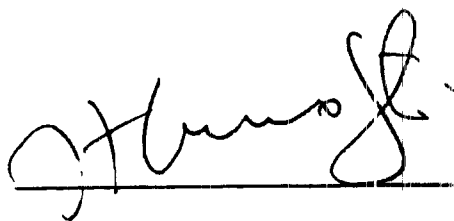
1. The present Agreement shall enter into force on the date on which FAO receives a written notification from the Government of the Republic of Moldova confirming the completion of the internal legal procedures necessary for its entry into force.

2. This Agreement may be modified by written Agreement between the parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the parties. Each party shall give full and sympathetic consideration to any proposal advanced by the other party.

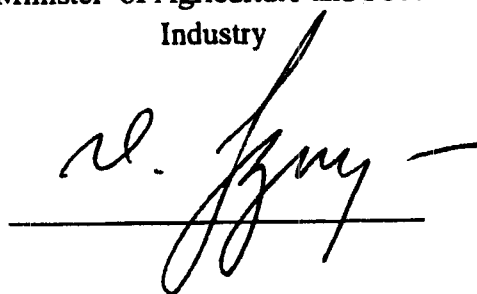
3. This Agreement may be terminated by either party by written notice to the other and shall terminate sixty days after receipt of such notice.
4. The obligations assumed by the Government shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of FAO under this Agreement.
5. This Agreement supersedes the Agreement concluded through exchange of letters for the accreditation of the FAO Deputy Regional Representative for Europe and Central Asia as FAO Representative in the Republic of Moldova of 10 May and 23 November 2004.

IN WITNESS WHEREOF the undersigned, duly appointed representative of the Food and Agriculture Organization of the United Nations and of the Government of The Republic of Moldova, respectively, have, on behalf of the parties, signed the present Agreement in two copies at Chisinau on 7.04.14 in two original copies, each in Romanian and English, both texts being equally authentic. In case of divergence in interpretation of the text, the English text shall prevail.

For the Food and Agriculture
Organization of the United Nations
José Graziano da Silva
Director-General



For the Government of
The Republic of Moldova
Vasile Bumacov
Minister of Agriculture and Food
Industry



CONTRIBUTION OF THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA TO THE FAO REPRESENTATION

I. Premises of the FAO Representation and related facilities

1. The seat of the FAO Representation shall be provided by the Government subject to its budgetary means and shall be located in Chisinau at the following address: Republic of Moldova, Chisinau, 162 Stefan cel Mare avenue.
2. In order to ensure the smooth functioning of the FAO Representation, the Government undertakes to provide to the office, for its exclusive use, appropriately furnished premises adopted for the needs of an office for 2-3 staff members. Concrete technical requirements for the premises, equipment and furniture will be mutually defined in the course of the bilateral consultations. To ensure the effective functioning of the FAO Representation, the Government will cover the cost of utilities (heating, water, electricity). Office space provided by the Government for the FAO Representation will not exceed 60 square meters.
3. These premises will be put at the disposal of FAO not later than 3 months after the signature of this Agreement.
4. Provide security and protection coverage and make such arrangements as may be necessary in that connection, so that the Office is fully compliant with the United Nations Operating Security Standards (MOSS), which shall be communicated by FAO to the appropriate national authorities.

II. Personnel

1. The Government shall provide, through the Ministry of Agriculture and Food Industry, two persons to support the FAO Representation. The Ministry of Agriculture and Food Industry will continue to be responsible for their salaries, social, medical and other related costs. In order to ensure effective performance of the FAO Representation in the Republic of Moldova, each of the appointed staff will spend 50% of his/her work time on duties related to FAO activities, according to the proposed terms of references.
2. The staff provided by the Government will provide assistance to the FAO Representation on formulation, implementation and monitoring of the field programs and projects at country level. FAO shall provide the Government with detailed job descriptions for the two positions. The Government shall propose, on that basis, three candidates for each position and FAO will select one for each post provided that they meet the essential qualifications, as assessed by FAO.

3. National staff provided by the Government under this Annex shall enjoy immunity of legal process in respect of words spoken or written, or actions in the performance of official functions under the Agreement, such immunity to continue notwithstanding that the persons concerned are no longer serving the Organization. Furthermore, national staff shall be accorded inviolability of their papers and documents related to the work on which they are engaged for the Organization.

Prin prezenta confirm că textul alăturat este o copie certificată de pe Acordul dintre Guvernul Republicii Moldova și Organizația pentru Alimentație și Agricultură a Națiunilor Unite (FAO) pentru instituirea unei reprezentanțe FAO în Republica Moldova (Chișinău, 7 aprilie 2014), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Dumitru ȘECOLAN,
Șef al Direcției Generale Drept
Internațional a Ministerului Afacerilor
Externe și Integrării Europene al
Republicii Moldova