

## AGREEMENT

**between the Republic of Moldova, of the one part, and the European Union, of the other part, on the participation of the Republic of Moldova in the Union Civil Protection Mechanism**

The Government of the Republic of Moldova (hereinafter referred to as 'Republic of Moldova'), on behalf of the Republic of Moldova,

of the one part,

and

the European Commission (hereinafter referred to as 'the Commission'), on behalf of the European Union,

of the other part,

hereinafter referred to individually as 'the Party' or jointly as 'the Parties',

WHEREAS the Association Agreement (hereinafter "the Association Agreement")<sup>1</sup> between the Republic of Moldova, of the one part, and the European Union and the European Atomic Energy Community and their Member States, of the other part on a Framework Agreement between the Republic of Moldova and the European Union on the general principles for the participation of the Republic of Moldova in Union programmes has been approved by Council Decision (EU) 2016/839<sup>2</sup>.

WHEREAS the Association Agreement provides in its Article 141 that the Republic of Moldova's participation in the programmes of the Union shall be in accordance with the provisions laid down in Protocol I to the Association Agreement (hereinafter "the Protocol").

WHEREAS Protocol I on a Framework Agreement between the Republic of Moldova and the European Union on the General Principles for the participation of the Republic of Moldova in Union Programmes (hereinafter referred to as „Protocol I”) provides in its Article 5 that the specific terms and conditions regarding the participation of Republic of Moldova in each particular programme, in particular the financial contribution payable and reporting and evaluation procedures, will be determined in a Memorandum of Understanding between the Commission and competent authorities of the Republic of Moldova on the basis of criteria established by the programmes concerned.<sup>3</sup>

<sup>1</sup> Association Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Moldova, of the other part.

<sup>2</sup> Council Decision (EU) 2016/839 of 23 May 2016, on the conclusion, on behalf of the European Union, of the Association Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Moldova, of the other part.

<sup>3</sup> This Agreement constitutes and has the same legal effects as a Memorandum of Understanding stated under Protocol I to the Association Agreement between the European Union and its Member States, of the one part, and the Republic of Moldova, of the other 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.

WHEREAS Article 28(1), point (b) of Decision No 1313/2013/EU<sup>4</sup> provides that the Union Civil Protection Mechanism is open to the participation of acceding countries, candidate countries and potential candidates, in accordance with the general principles and general terms and conditions for the participation of those countries in Union programmes established in the respective Framework Agreements and Association Council Decisions, or similar Agreements,

HAVE AGREED AS FOLLOWS:

*Article 1*  
**Scope**

1. The Republic of Moldova shall participate as a country and contribute to the Union Civil Protection Mechanism ('UCPM') as foreseen by Decision No 1313/2013/EU on a Union Civil Protection Mechanism in its most up to date version.
2. In line with Article 1 of Decision No 1313/2013/EU the participation of the Republic of Moldova in the UCPM shall aim to strengthen the cooperation between Republic of Moldova and the European Union (hereinafter referred to as 'the Union') and the Union's Member States and to facilitate coordination in the field of civil protection in order to improve the effectiveness of systems for preventing, preparing for and responding to natural and man-made disasters.

*Article 2*  
**Terms and conditions with respect to participation in the UCPM**

1. The Republic of Moldova shall participate in the UCPM and its activities in accordance with the conditions laid down in Protocol I 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 (hereinafter referred to as "Protocol I"), and under the terms and conditions set forth in this Agreement and in Decision No 1313/2013/EU in their most up to date versions.
2. The terms and conditions applicable to the submission, assessment and selection of applications by eligible institutions, organisations and individuals of the Republic of Moldova shall be equivalent to those applicable to eligible institutions, organisations and individuals of the Member States of the Union including respect for the European Union restrictive measures<sup>5</sup>.
3. Representatives of the Republic of Moldova shall have the right to participate as observers in the committee referred to in Article 33 of Decision No 1313/2013/EU, without voting rights and for agenda items which concern the Republic of Moldova.

<sup>4</sup> Decision No 1313/2013/EU of the European Parliament and of the Council of 17 December 2013 on a Union Civil Protection Mechanism (OJ L 347, 20.12.2013, p. 924).

<sup>5</sup> The EU restrictive measures are adopted pursuant to the Treaty on the European Union or the Treaty on the Functioning of the European Union.

4. English shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the UCPM.

### **Article 3** **Financial contribution**

1. Participation of the Republic of Moldova or the Republic of Moldova's legal entities in the UCPM shall be subject to the Republic of Moldova contributing financially to the UCPM and the related management, execution and operation costs under the general budget of the Union (hereinafter referred to as the 'Union budget').

2. The financial contribution shall take the form of the sum of:

- a) an operational contribution; and
- b) a participation fee.

3. The financial contribution shall take the form of an annual payment made in one instalment, and in accordance with the call for funds request shall be due no later than 90 days after the date of the call for funds.

4. The operational contribution shall cover operational and support expenditure of the UCPM and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for the UCPM.

5. The operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of the Republic of Moldova at market prices to the GDP of the Union at market prices. The GDPs at market prices to be applied shall be determined by the dedicated Commission services based on the most recent statistical data available for budget calculations in the year prior to the year in which the annual payment is due. Adjustments to this contribution key shall be laid down in Annex I to this Agreement.

6. The operational contribution shall be calculated applying the contribution key, as adjusted, to the initial commitment appropriations entered in the Union budget definitively adopted for the applicable year for financing the UCPM.

7. The participation fee shall be 4% of the annual operational contribution as calculated in accordance with paragraphs 5 and 6 of this Article and shall be phased in as set out in Annex I. The participation fee shall not be subject to retrospective adjustments or corrections.

8. The Union shall provide the Republic of Moldova with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the UCPM. That information shall be provided having due regard to the Union and the Republic of Moldova's confidentiality and data protection rules and shall be without prejudice to the information which the Republic of Moldova is entitled to receive under Annex II to this Agreement.

9. All contributions of the Republic of Moldova or payments from the Union, and the calculation of amounts due or to be received shall be made in euro.

#### ***Article 4***

##### **Monitoring, reporting and evaluation**

1. Without prejudice to the responsibilities of the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors in relation to the monitoring and evaluation of the UCPM, the participation of the Republic of Moldova in the UCPM shall be continuously monitored on a partnership basis involving the Commission and the Government of the Republic of Moldova.

2. The rules concerning sound financial management, including the financial control, recovery and other antifraud measures in relation to Union funding under this Agreement shall be laid down in Annex II to this Agreement.

#### ***Article 5***

##### **Final provisions**

1. This Agreement shall enter into force on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.

2. This Agreement shall apply from 1 January 2024, and it shall remain in force for an indefinite period.

3. The Union and the Republic of Moldova may apply this Agreement provisionally in accordance with their respective internal procedures and legislation. The provisional application shall begin on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.

4. Should the Government of the Republic of Moldova notify the Commission that it will not complete its internal procedures necessary for the entry into force of this Agreement, this Agreement shall cease to apply provisionally on the date of receipt of this notification by the Commission, which shall constitute the cessation date for the purposes of this Agreement.

5. The application of this Agreement may be suspended by the Union in case of partial or full non-payment of the financial contribution due by the Republic of Moldova under this Agreement.

In case of non-payment which may significantly jeopardise the implementation and management of the UCPM, the Commission shall send a formal letter of reminder. Where no payment is made within 20 working days after the formal letter of reminder, suspension of the application of this Agreement shall be notified by the Commission to the Government of the Republic of Moldova by a formal letter of notification which shall

take effect 15 days following the receipt of this notification by the Government of Republic of Moldova.

In case the application of this Agreement is suspended, legal entities established in the Republic of Moldova shall not be eligible to participate in award procedures not yet completed when the suspension takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

The suspension shall not affect the legal commitments entered into with the legal entities established in the Republic of Moldova before the suspension took effect. This Agreement shall continue to apply to such legal commitments.

The Union shall immediately notify the Republic of Moldova once the entire amount of the financial contribution due is received by the Union. The suspension shall be lifted with an immediate effect upon this notification.

As of the date when the suspension is lifted, legal entities of the Republic of Moldova shall be again eligible in award procedures launched after this date and in award procedures launched before this date, for which the deadlines for submission of applications has not expired.

6. Each Party may terminate the Agreement at any time by a written notification informing the other Party of its intent to terminate it. The termination shall take effect three calendar months after the date on which the written notification reaches its addressee. The date on which the termination takes effect shall constitute the termination date for the purposes of this Agreement.

7. Where this Agreement ceases to apply provisionally in accordance with paragraph 4, or is terminated in accordance with paragraph 6, the Parties agree that:

a) Projects and activities in respect of which legal commitments have been entered into during the provisional application and/or after the entry into force of this Agreement, and before this Agreement ceases to apply or is terminated shall continue until their completion under the conditions laid down in this Agreement.

b) The annual financial contribution of the year 'N' during which this Agreement ceases to apply provisionally or is terminated shall be paid in accordance with Article 3 of this Agreement.

The Parties shall settle by common consent any other consequences of termination or cessation of provisional application of this Agreement.

8. This Agreement may only be amended in writing by common consent of the Parties.

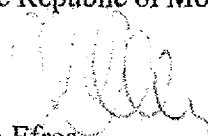
The entry into force of the amendments shall follow the same procedure as that applicable to the entry into force of this Agreement.

9. The annexes shall form an integral part of this Agreement.

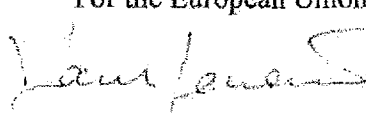
10. This Agreement shall be drawn up in duplicate in English and Romanian, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.

Signed at *Chişinău*, this *29* day of *September* in the year *2023*.

For the Republic of Moldova

  
Adrian Efros  
Minister of Internal Affairs  
of the Republic of Moldova

For the European Union

  
Janez Lenarčič  
Commissioner for Humanitarian Aid  
and Crisis Management

*ANNEX I: Rules governing the financial contribution of the Republic of Moldova to the Union Civil Protection Mechanism*

*ANNEX II: Sound Financial Management, protection of financial interests and recovery*

## ANNEX I

### **Rules governing the financial contribution of the Republic of Moldova to the Union Civil Protection Mechanism**

#### **I. Calculation of the Republic of Moldova's financial contribution**

1. The financial contribution of the Republic of Moldova to the UCPM shall be established on a yearly basis in proportion to, and in addition to, the amount available each year in the Union budget for commitment appropriations needed for the management, execution and operation of the UCPM.
2. The participation fee referred to in Article 3, paragraph 7 of this Agreement shall be phased in as follows:
  - 2024: 2%;
  - 2025: 2,5%;
  - 2026: 3%;
  - As of 2027: 4%.
3. In accordance with Article 3, paragraph 5 of this Agreement, the initial operational contribution to be paid by the Republic of Moldova for its participation in the UCPM shall be calculated for the respective financial years by applying an adjustment to the contribution key.

The adjustment to the contribution key shall be:

$$\text{Contribution Key Adjusted} = \text{Contribution Key} \times \text{Coefficient}$$

The coefficient used for the above calculation to adjust the contribution key shall be 0.3.

This adjustment shall be applied for the duration of the Multiannual Financial Framework (2021-2027). Following the conclusion of the above mentioned 7-year period, an amendment detailing the adjustment of the baseline financial contribution for the subsequent period shall be concluded by the Parties.

#### **II. Payment of the Republic of Moldova's financial contribution**

1. The Commission shall communicate to the Government of the Republic of Moldova, as soon as possible and at the latest when issuing the first call for funds of the financial year, the following information:

- a) the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of the Republic of Moldova in the UCPM; and
- b) the amount of the participation fee referred to in Article 3, paragraph 7 of this Agreement.

On the basis of its draft budget, the Commission shall provide an estimate of information for the following year under points (a) and (b) as soon as possible, and, at the latest, by 1 September of the financial year.

- c) The Commission shall issue, at the latest in March of each financial year, a call for funds to the Republic of Moldova corresponding to its contribution under this Agreement.

Each call for funds shall provide for the payment of the Republic of Moldova's contribution not later than 90 days after the call for funds is issued.

The Republic of Moldova shall pay its financial contribution under this Agreement in accordance with point II of this Annex. In the absence of payment by the Republic of Moldova by the due date, the Commission shall send a formal letter of reminder.

Any delay in the payment of the financial contribution shall give rise to the payment of default interest by the Republic of Moldova on the outstanding amount from the due date.

The interest rate for amounts receivable not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the *Official Journal of the European Union*, in force on the first calendar day of the month in which the due date falls, increased by three and half percentage points.



## **ANNEX II**

### **Sound Financial Management, protection of financial interests and recovery**

#### **I. Reviews and audits**

1. The Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant Agreements and/or contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in the Republic of Moldova and receiving Union funding, as well as any third party involved in the implementation of Union funds residing or established in the Republic of Moldova. Such review and audits may be carried out by the agents of the institutions and bodies of the Union, in particular of the Commission and the European Court of Auditors, or by other persons mandated by the Commission.
2. The agents of the institutions and bodies of the Union, in particular of the Commission and the European Court of Auditors, and the other persons mandated by the Commission, shall have appropriate access to sites, works and documents (both in electronic and paper versions) and to all the information required in order to carry out such audits, including the right of obtaining a physical/electronic copy of, and extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.
3. The Republic of Moldova shall not prevent or raise any particular obstacle to the right of entrance in the Republic of Moldova and to the access to the premises of the agents and other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Section.
4. The reviews and audits may be carried out, also after the suspension of application of this Agreement pursuant to its Article 5, the cessation of provisional application or its termination, on the terms laid down in the applicable acts of one or more Union institutions or bodies and as provided in relevant Agreements and/or contracts in relation to any legal commitment implementing the Union budget entered into by the Union before the date on which the suspension of application of this Agreement pursuant to its Article 5, the cessation of provisional application or termination of this Agreement takes effect.

#### **II. Fight against irregularities, fraud and other criminal offences affecting the financial interests of the Union**

1. The Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations, including on-the-spot checks and inspections, on the territory of the Republic of Moldova. These investigations shall be carried out in

accordance with the terms and conditions established by applicable acts of one or more Union institutions,

2 The competent authority of the Republic of Moldova shall inform the Commission or OLAF within reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union.

3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in the Republic of Moldova and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in the Republic of Moldova.

4. On-the-spot checks and inspections shall be prepared and conducted by the Commission or OLAF in close collaboration with the competent authority of the Republic of Moldova. The competent authority of the Republic of Moldova shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that it can provide assistance. To that end, the officials of the competent authority of the Republic of Moldova may participate in the on-the-spot checks and inspections.

5. Upon request by the competent authority of the Republic of Moldova, the on-the-spot checks and inspections may be carried out jointly with the Commission or OLAF.

6. Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned, which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.

7. Where the person, entity or another third party resists an on-the-spot check or inspection, the competent authority of the Republic of Moldova acting in accordance with national rules and regulations, shall assist the Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. This assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.

8. The Commission or OLAF shall inform the competent authority of the Republic of Moldova of the result of such checks and inspections. In particular, the Commission or OLAF shall report as soon as possible to the competent authority of the Republic of Moldova any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.

9. Without prejudice to application of Moldovan criminal law, the Commission may impose administrative measures and penalties on legal or natural persons of Moldovan

participating in the implementation of a programme or activity in accordance with Union legislation.

10. For the purposes of proper implementation of this Section the Commission or OLAF and the competent authority of the Republic of Moldova shall regularly exchange information and, at the request of one of the parties to this Agreement, consult each other.

11. In order to facilitate effective cooperation and exchange of information with OLAF, the Government of the Republic of Moldova shall designate a contact point.

12. Information exchanged between the Commission or OLAF and the competent authority of the Republic of Moldova shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.

13. Moldovan authorities shall cooperate with the European Public Prosecutor's Office to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the Union in accordance with the applicable legislation.

### **III. Recovery and enforcement**

1. Decisions adopted by the Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from the UCPM shall be enforceable in the Republic of Moldova. The order for enforcement shall be appended to the decision, without any other formality than a verification of the authenticity of the decision by the national authority designated for this purpose by the Republic of Moldova. The Republic of Moldova shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article 4 of this Annex, the Commission shall be entitled to notify such enforceable decisions directly to persons residing and legal entities established in the Republic of Moldova. Enforcement shall take place in accordance with the Moldovan law and rules of procedure.

2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or Agreement in relation to Union programmes, activities, actions or projects shall be enforceable in the Republic of Moldova in the same manner as Commission decisions referred to in paragraph 1.


3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decision of the Commission referred to in paragraph 1 and to suspend its enforcement. However, the Courts of the Republic of Moldova shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

### **IV. Communication and exchange of information**

The Union institutions and bodies involved in the implementation or controls over the UCPM, shall be entitled to communicate directly, including through electronic exchange

systems, with any natural person residing in or legal entity established in the Republic of Moldova and receiving Union funds, as well as any third party involved in the implementation of Union funds residing or established in the Republic of Moldova. Such persons, entities and parties may submit directly to the Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the Union legislation applicable to the UCPM and of the contracts or Agreements concluded to implement the UCPM.

Prin prezenta, confirm că textul alăturat este o copie autentică a Acordului între Republica Moldova, pe de o parte, și Uniunea Europeană, pe de altă parte, privind participarea Republicii Moldova la Mecanismul de Protecție Civilă al Uniunii Europene (Chișinău, 29 septembrie 2023), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Violeta AGRICI,  
Șefa Direcției Drept Internațional a  
Ministerului Afacerilor Externe și  
Integrării Europene