

Memorandum of Understanding

between

The Swedish National Audit Office

and

The Court of Accounts of the Republic of Moldova

Article 1. Scope and objective of the Memorandum of Understanding

The Swedish National Audit Office (referred to below as the Swedish NAO, or the Party) and the Court of Accounts of the Republic of Moldova (referred to below as CoARM, or the Party), collectively referred to as the Parties, have agreed to cooperate under this Memorandum of Understanding (MoU), valid from its signing until 31 December 2022.

The Parties have agreed to engage in a cooperation that aims at developing the institutional, organizational, and professional capacity and ability of the CoARM to audit and communicate in compliance with INTOSAI principles and standards (hereinafter referred to as “the Project”).

The framework of the cooperation is defined in a *Project Plan* (Annex 1) that specifies several relevant aspects of the cooperation, including the objectives, activities, the mechanism for steering and management of the project, management of external and internal risks, as well as reporting requirements.

Article 2. Undertakings by the Parties

The Swedish NAO and CoARM jointly undertake to:

- Assume responsibility for the Swedish NAO’s and CoARM’s contributions being used efficiently and for agreed purposes only.
- Implement the Project and to provide resources in accordance with the provisions in the Project Plan.
- Establish a Project Steering Committee, which will conduct oversight, review progress, and agree on priorities during the Project.
- Make all necessary preparations for successful implementation of the Project, including assignment of relevant persons for active participation in the activities and to set aside sufficient time and resources.
- Promote open and transparent communication and sharing of relevant information related to the cooperation project between the Swedish NAO and CoARM, as well as within the respective institutions.

The CoARM undertakes to:

- Coordinate and harmonise the implementation of the Swedish NAO–CoARM project activities with other external support provided to the CoARM, in order to avoid duplications, to achieve synergies, measured in terms of most efficient use of resources, and to ensure sustainable results.

Article 3. The contribution of the Swedish NAO

The Swedish NAO's in-kind contribution shall cover:

- Salaries, accommodation and international travel costs, daily allowances and other relevant costs generated by the staff of the Swedish NAO engaged in the project activities.
- Costs related to engagement of external consultants, contracted by the Swedish NAO.
- Accommodation costs generated by the CoARM staff members engaged in before-hand agreed project activities in Sweden and in third countries.
- Other costs, if agreed between the Parties.

Article 4. The contribution of the CoARM

The CoARM shall support the implementation and monitoring of the Project:

- By covering international travel costs, salaries, daily allowances, insurance and other relevant costs generated by its staff members, engaged in before-hand agreed project activities in Sweden and in third countries.
- By providing the Swedish NAO experts with transportation during their official missions to Moldova, including picking-up upon arrival at airport, driving to hotel, driving from hotel to the CoARM or other place, where the missions take place, driving from hotel to airport in conjunction with departure from Moldova.
- Printing and other office services needed for Project purposes.

Article 5. Procurement

Should there be a need for procurement of goods or services, the Parties shall adhere to their respective national procurement legislation.

Article 6. Distribution of the MoU

The Parties undertake to distribute copies of this MoU to relevant stakeholders or otherwise those in need of information of its content.

Article 7. Duration and termination of the MoU

This MoU is valid from its signing to 31 December 2022. It may be extended in accordance with later agreement between the Parties.

The Swedish NAO and the CoARM may withhold their contributions if:

- There are deviations from agreed plans and budgets without approval by the Steering Committee;
- There is inappropriate use of resources;
- The resources are not provided as planned and agreed upon;
- The objectives of the project are at significant risk of not being fulfilled;

- The Steering Committee should always be informed in writing of any of the Parties' possible decision to withhold its contribution.

In case of serious breach of the MoU, each of the Parties may initiate immediate termination of this MoU. In such a case the Parties shall make their best effort to terminate the cooperation activities as smoothly and swiftly as possible.

Article 8. Force Majeure

If any of the Parties is prevented from implementing its obligations due to civil strife or any unforeseeable natural disaster, the operation of this MoU will be suspended until the said events are resolved.

Article 9. Settlement of Disputes

Disagreement and disputes regarding the interpretation or application of this MoU will be settled amicably through mutual consultations and negotiations between the Parties, without reference to any third party or tribunal.

Article 10. Governing law

The Swedish NAO's contribution is governed by Swedish law and CoARM's contribution is governed by Moldavan law.

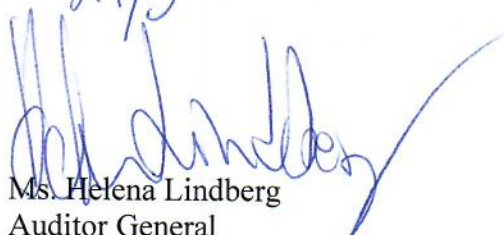
Article 11. Entry into effect

This MoU will be effective upon the date of which it is duly signed by both parties.

This MoU is drawn up and signed in two (2) originals in English.

Stockholm, Sweden

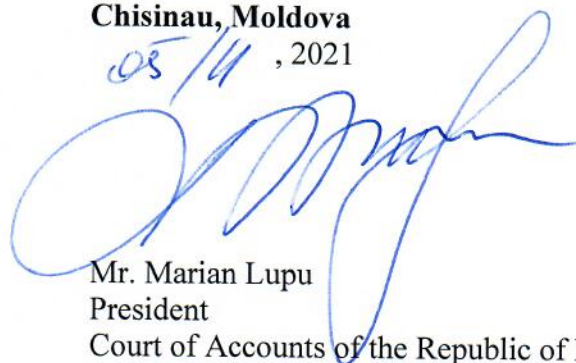
29/3, 2021



Ms. Helena Lindberg
Auditor General
Swedish National Audit Office

Chisinau, Moldova

05/4, 2021



Mr. Marian Lupu
President
Court of Accounts of the Republic of Moldova

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