

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 (below referred to as the Swedish NAO, or the Party) and the Court of Accounts of the Republic of Moldova (referred to below as the CoA of Moldova, or the Party) have agreed to sign this Memorandum of Understanding, (MoU), valid for the period from its signing until 31 December 2020.

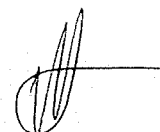
The Parties have agreed to engage in a cooperation project (in the form of technical assistance) that aims at developing the capacity and ability of the CoA of Moldova to fulfil its mandate and to efficiently play its role in the public administration of Moldova.

The framework of the cooperation is defined in a *Project Document* (Annex 1). The Project Document specifies several relevant aspects of the cooperation including the objectives, expected outcome, 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 the CoA of Moldova jointly undertake:

- To assume responsibility for the Swedish NAO's and the CoA of Moldova's contributions being used efficiently and for agreed purposes only.
- To implement the Project and to provide resources in accordance with the provisions in the Project Document.
- To establish a Project Steering Committee which will provide oversight, review progress and agree on priorities during the project.
- To identify, as need arises, any additional activities to be included, or existing activities to be excluded from the Project Document.



- To make all necessary preparations for successful implementation of the Project, including assignment of the most relevant persons for active participation in the activities and to set aside the time and the resources needed.
- To promote open and transparent communication and sharing of relevant information related to the cooperation project between the Swedish NAO and the CoA of Moldova, as well as within the respective institutions.

The CoA of Moldova undertakes:

- To coordinate and harmonise the implementation of the project activities with other external support provided to the CoA of Moldova, in order to ensure the best use of resources and the best results possible.

Article 3. The contribution of the Swedish NAO

The Swedish NAO shall support the CoA of Moldova in the areas of:

1. Planning and monitoring
2. Quality control system
3. Certification of financial auditors
4. Management and Leadership
5. Human Resource Management
6. Communication.

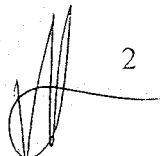
The specific activities to be supported shall be agreed by the parties in annual implementation plans.

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

- Accommodation and international travel costs, salaries, 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.
- Other costs related to necessary activities, as agreed by the parties.

Article 4. The contribution of the CoA of Moldova

The CoA of Moldova shall support the implementation and monitoring of the project. In practical terms this undertaking entails:



- Coordination with other external donors than Swedish NAO, to seek cost coverage, e.g. for conference venues and airfares for the CoA of Moldova staff, when related to Project implementation.
- All ground transports needed, such as travels to and from venues used for Project implementation.
- 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 their respective Governments, state authorities and other institutions involved in the project or otherwise in need of information of its content.

Article 7. Duration and termination of the MoU

The project implementation relating to this MoU shall commence on the date of its signing, and be terminated by the 31 December 2020. Beyond that date, the MoU may be extended in accordance with later agreement between the two Parties.

The Swedish NAO and the CoA of Moldova may withhold their contributions if:

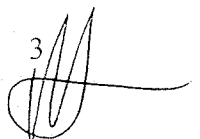
- There are deviations from agreed plans and budgets without approval by the Steering Committee;
- There is inappropriate use of resources;
- The resources are not provided as planned and agreed upon;
- The objectives of the project are at significant risk of not being fulfilled;

The Steering Committee should always be informed in writing three months in advance 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 the project.

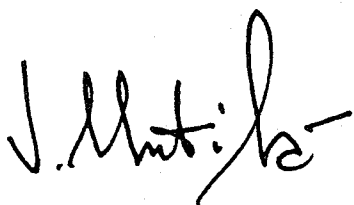
Article 8. Governing law

This MoU shall be governed by Swedish law.

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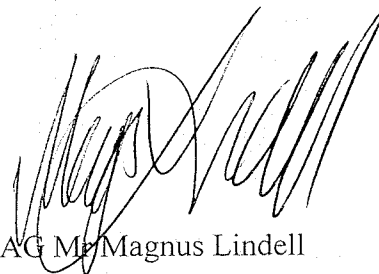
Article 9. Entry into force

This MoU, drawn up in duplicate, shall enter into force on the date of its signing.



President Mr Veaceslav Untila
Court of Accounts of the Republic
of Moldova

Chişinău, 26 October 2018



DAG Mr Magnus Lindell
Swedish National Audit
Office

Stockholm, 28 September 2018