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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME,  
CENTRE OF ELECTRONIC GOVERNMENT OF MOLDOVA,  
AND  
CONSUMER PROTECTION AGENCY OF THE REPUBLIC OF MOLDOVA**

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States, and Consumer Protection Agency, subordinated to the Ministry of Economy of the Republic of Moldova (hereinafter "Agency"), UNDP and Agency are hereinafter jointly referred to as the "Parties".

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

**WHEREAS**, UNDP represented by UNDP Moldova Country Office is interested in enhancing its development activities in strengthening civic engagement and consumer protection;

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, the Parties agree to cooperate as follows:

**Article I  
Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

The overall objective of this MOU is to provide the support necessary to develop and maintain an online platform on reporting of civic irregularities Imipasa (hereinafter "Platform"). The Platform will create a mechanism of direct communication between public institutions and citizens and will serve as a feedback mechanism to demonstrate to people the actions taken by public authorities in response to people's requests.

**Article II  
Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- i) Design, deploy and maintain the Platform to provide more efficient protection of consumer rights through participative civic reporting on the Platform of irregularities concerning consumer protection

- ii) Curbing consumer protection frauds by ensuring the maximum possible civic participation in reporting consumer irregularities, and creating indispensable linkages between the public sector and civil society through the Platform.

### **Article III**

#### **Consultation and Exchange of Information**

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

### **Article IV**

#### **Implementation of the MOU**

4.1 All of UNDP activities envisaged hereunder are subject to the availability of funding. To this end, in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the Agency, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

#### **Article V**

##### **Visibility**

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each Party.

#### **Article VI**

##### **Term, Termination, Renewal and Amendment**

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 2 years from the Effective Date, as defined in Article X unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for a subsequent period of one year.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

#### **Article VII**

##### **Notices and Addresses**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP Moldova: Dafina Gercheva, UN Resident Coordinator / UNDP Resident Representative

E-mail: [dafina.gercheva@undp.org](mailto:dafina.gercheva@undp.org)

Tel: 022 22-00-45 (ext.105)

For Consumer Protection Agency: Iurie Eremia, Director  
E-mail: [consumator@apc.gov.md](mailto:consumator@apc.gov.md)  
Tel: 022 501-580

## **Article VIII Miscellaneous**

8.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

8.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

## **Article IX Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **Article X Effectiveness**

This MOU may be signed in two originals and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

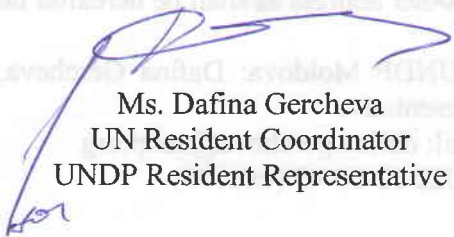
**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**11 August 2016**

For  
the Consumer Protection Agency  
of the Republic of Moldova

  
Mr. Iurie Eremia  
Director

For  
the United Nations Development  
Programme

  
Ms. Dafina Gercheva  
UN Resident Coordinator  
UNDP Resident Representative

*Națiunile Unite*