Memorandum of understanding

between

the Government of the Republic of Moldova

and

World Food Programme

regarding the WFP presence and activities in the Republic of Moldova

This Memorandum of Understanding (hereinafter the "**MoU**") is concluded between the Government of the Republic of Moldova (the "**Government**") and the World Food Programme (hereinafter "**WFP**"), an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations (hereinafter collectively referred to as the "Parties" and interchangeably as the "Party" in the singular).

WHEREAS, in the context of the ongoing crisis in Ukraine, WFP is implementing a limited emergency operation in Ukraine and its neighboring countries in order to provide refugee and other humanitarian relief and logistical support in response to the crisis (the "**Operation**"), as further detailed in Attachments hereto, as may be amended from time to time (the "**Limited Operation Document**");

WHEREAS, the Republic of Moldova being a neighboring country affected by the crisis and the Parties wish to establish a framework for WFP's presence and activities in the Republic of Moldova in that regard;

NOW, THEREFORE, the Parties hereby agree to the following:

ARTICLE 1

Objective and Scope

1.1 The objective of this MoU is to establish a legal framework under which WFP shall implement the Operation and any subsequent activities in the Republic of Moldova.

1.2 WFP shall deliver assistance in the Republic of Moldova as established in the Limited Operation Document. Subject to WFP Rules and Regulation, WFP may subsequently expand upon the Operation at a later date, should there be a need for further assistance from WFP. In the event of any such need for further WFP assistance in the Republic of Moldova, the scope of the areas of assistance shall be agreed upon between WFP and the Government, as represented for such purposes by the Ministry of Labor and Social Protection. Any amendments to the Limited Operation Document made by WFP in connection with any expansion or revision to the Operation shall be provided to the Government by WFP.

1.3 WFP's presence in the Republic of Moldova shall also support its ongoing operations in Ukraine, including (without limitation) the presence of staff for the coordination of its operations in Ukraine and the establishment of storage or other logistics facilities, offices and other premises as needed.

1.4 The Parties shall cooperate in relation to the implementation of the Operation and other mutually agreed activities, subject to available resources and through separate agreements.

1.5 WFP activities in the Republic of Moldova shall always and in all aspects be carried out in accordance with WFP Rules and Regulations.

ARTICLE 2

Exemption from Taxes and other charges

2.1. The import and export of goods within the WFP operations and activities will be implemented with exemption from import/export duties, taxes and other charges.

2.2. In order to ensure the implementation of the WFP operations, the amounts of VAT for the procurement of services or goods that are intended for use on the territory of the Republic of Moldova shall be refunded. The refund of the VAT amounts will be made in accordance with the provisions of the Regulation on the refund of the VAT amounts related to the procurement established according to art.101^5 of the Fiscal Code no.1163-XIII of April 24, 1997, approved by Government Decision no. 543/2014.

ARTICLE 3

Indemnification

The Government shall, in respect of any claims brought against WFP by third parties in the Republic of Moldova in connection with WFP's activities hereunder, indemnify and hold harmless WFP, officials of WFP, experts on mission and individuals performing services on behalf of WFP, including WFP cooperating partners, except where the Government and WFP agree that the particular claim or liability was caused by gross negligence or willful misconduct on the part of WFP or such persons.

ARTICLE 4

Privileges and Immunities

In respect of WFP's presence and activities in the Republic of Moldova, the Government agrees to apply the 1946 Convention on the Privileges and Immunities of the United Nations, and the 1947 Convention on the Privileges and Immunities of the Specialized Agencies to WFP, its premises, property, funds and assets as well as to its personnel and activities in the Republic of Moldova.

ARTICLE 5

Governing Law and Dispute Settlement

5.1 This MoU and any dispute arising therefrom shall be governed by internationally accepted general principles of law and by the terms of this MoU, to the exclusion of any choice of law rules that would defer the agreement to the laws of any given jurisdiction.

5.2 Any dispute between the Parties which cannot be settled amicably by negotiation shall be submitted to arbitration at the request of either Party. Each Party shall each appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator, who shall serve as president of the arbitral tribunal. If either Party fails to appoint an arbitrator within a period of 90 days from the date on which arbitration was requested, or if the first two arbitrators fail to agree on the selection of a third arbitrator within 30 days of their appointment, either Party may request that the President of the International Court of Justice appoint an arbitrator. The expenses of

the arbitration shall be borne by the Parties as laid down in the arbitration award. The arbitral award shall be accepted as the final adjudication of the dispute.

5.3 Notice in respect of any dispute shall be in writing.

ARTICLE 6

Entry into Force, Provisional Application, Amendment, Duration, Suspension and Termination of the MoU

6.1. This MoU shall be subject to ratification or approval by the Parties in accordance with their own internal legal procedures. The Parties shall notify one another about the completion of the procedures necessary for that purpose.

6.2. This MoU shall enter into force on the first day of the first month following the date on which the Parties have notified each other of the completion of the internal legal procedures in accordance with Paragraph 1 of this article.

6.3. Pending the completion of the procedures necessary for its entry into force, this MoU shall be applied on a provisional basis as from the date of its signature.

6.4. The MoU may be supplemented, amended, or modified by the mutual agreement of the Parties. All such supplements, modifications or amendments shall be in writing and follow the same procedures for entry into force as the MoU.

6.5. This MoU may be terminated by either Party by providing not less than sixty (60) days' prior written notice to the other Party. In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MoU are brought to an orderly conclusion.

ARTICLE 7

Notices

Formal notices under this MoU shall be addressed to the following focal points for each Party:

For the Government:

Title: Ministry of Labour and Social Protection

Telephone: (+373 22) 268-885

Address: str. Vasile Alecsandri, 2, MD-2009, mun. Chișinău

Fax: 022 268-816

For WFP:

Title: World Food Program

Telephone: (+373 22) 220 045

Fax: (+373 22) 220 041

Address: UN House, str. 31 August 1989, 131, Chișinău, MD-2012

IN WITNESS WHEREOF, the Parties hereto, acting through their authorized representatives, have signed this Memorandum of Understanding.

Done in Chișinău , on 27 April 2022

FOR THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA	FOR THE WORLD FOOD PROGRAMME
Marcel SPATARI	David BEASLEY
Minister of Labor and Social Protection	WFP Executive Director