Agreement

between

the Government of the Republic of Moldova

and

the Government of the Federal Republic of Germany

on

the Equipment Aid Programme of the
Federal Government for Foreign Armed Forces

and

the Assignment of a Bundeswehr Advisory Group
to the Republic of Moldova

The Government of the Republic of Moldova

and

the Government of the Federal Republic of Germany,

hereinafter referred to as "the Parties",

in the spirit of the friendly relations between the Republic of Moldova and the Federal Republic of Germany,

aware that maintaining the friendly relations constitutes the basis of this Agreement,

desiring to further strengthen and intensify the relations through cooperation in a spirit of partnership in the fields of counselling, training and equipment aid,

considering the Agreement of 19 June 1995 among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces, hereinafter referred to as "PfP Status of Forces Agreement",

in the spirit of the Agreement of 18 March 2003 between the Ministry of Defence of the Republic of Moldova and the Federal Ministry of Defence of the Federal Republic of Germany concerning Cooperation in the Military Field,

firmly convinced that this cooperation will enable both states to work effectively towards preventing and resolving violent conflicts and ensuring peace and security,

united in the belief that mutual trust, mutual support, adherence to the principles of democracy and the rule of law, responsible governance as well as respect for human rights constitute the basis of this Agreement -

have agreed as follows:

Article 1

Object

(1) This Agreement establishes the principles of the Equipment Aid Programme of the Federal Government for Foreign Armed Forces with regard to the Republic of Moldova as well as the general conditions for the related assignment of an Armed Forces of the Federal Republic of Germany (Bundeswehr) Advisory Group to the Republic of Moldova and its employment.

(2) The Parties agree that mutual trust, mutual support and respect for human rights constitute the basis of this Agreement.

Article 2

Definitions

For the purposes of this Agreement,

1. "programme" denotes the Equipment Aid Programme of the Federal Government for Foreign Armed Forces,

2. "Advisory Group" denotes Bundeswehr military personnel serving in the Receiving State within the scope of an assignment under this Agreement,

3. "Advisor" denotes a member of the Advisory Group,

4. "family member" denotes the Advisor's spouse, registered partner and children up to the age of 25 who live permanently in the household of the Advisor in the Receiving State as well as other persons to whom the Advisor is legally obliged to provide maintenance and who were already living with the Advisor in their household or care prior to the assignment. Children may also be adopted children, foster children and stepchildren of the Advisor, the spouse or the registered partner,

5. "Sending Party" denotes the Government of the Federal Republic of Germany,

6. "Receiving Party" denotes the Government of the Republic of Moldova,

7. "Receiving State" denotes the Republic of Moldova,

8. "Sending State" denotes the Federal Republic of Germany.

Article 3

Principles of the Programme

(1) The programme shall serve cooperation in partnership with the Armed Forces of friendly states in the spirit of the principles formulated in the Preamble to this Agreement.

(2) The measures and projects to be carried out as well as the scope and amount of support shall be set out in a separate programme arrangement between the Ministry of Defence of the Sending Party and the Ministry of Defence of the Receiving Party.

(3) The programme shall consist of the delivery of material (hereinafter referred to as "items") and the provision of services and may also include the performance of infrastructure measures as well as the costs of preparation, counselling and training that this entails. If necessary, the cost of insuring, preserving and packing the items and transporting them to the seaport or airport of embarkation as well as the cost of transporting them by air or sea shall count as part of the programme.

(4) The supply of weapons and ammunition as well as machinery for the manufacture thereof shall be excluded from the programme. Training in the use thereof shall also be excluded.

(5) The Parties agree to use the provided items or infrastructure only in accordance with the purpose specified in the programme arrangement referred to in paragraph (2).

Article 4

Bundeswehr Advisory Group

(1) The Sending Party shall, within the framework of the programme, assign an Advisory Group for a period of four years. The composition of the Advisory Group as well as the specific duration of the assignment shall be laid down in the programme arrangement referred to in Article 3 (2). An extension may be agreed separately in writing between the Parties; this shall not require an amendment to this Agreement.

(2) The Advisory Group shall advise and assist the Armed Forces of the Receiving State in the fields specified by mutual agreement in the respective programme of fixed duration under the programme arrangement referred to in Article 3 (2). The Advisory Group shall not have a military mission.

(3) On behalf of the Sending Party, the head of the Advisory Group shall represent the German interests regarding the programme. In this respect he or she shall be authorised to deal with the authorities of the Receiving State's Armed Forces.

Article 5

Employment of the Advisory Group

(1) The Advisors shall perform duties within the scope of the measures and projects specified in the programme arrangement referred to in Article 3 (2).

(2) In addition to the measures specified in the programme arrangement, the Advisors may support further measures agreed between the Parties under Article 4 (2), second sentence.

(3) The Sending Party reserves the right to recall individual Advisors or the entire Group at any time.

(4) In the event of hostilities, irrespective of whether or not they follow a declaration of war, the Sending Party shall decide on the continued stay of the Advisors in the Receiving State.

If the Sending Party terminates the assignment, the Receiving Party shall permit and ensure the immediate return home of the Advisors and their accompanying family members.

(5) When on duty, the Advisors shall wear the Bundeswehr uniform.

Article 6

Entry, Exit and Stay

(1) The Receiving Party shall at all times permit the Advisors and their family members unimpeded entry into and exit from the Receiving State.

(2) The Receiving Party shall issue the Advisors and their family members, free of charge and without requiring security, with any necessary visas as well as work and residence permits. These shall be valid for at least one year.

(3) The Receiving Party shall issue:

1. each Advisor assigned to the Receiving State with an additional identification document in which the Receiving Party's authorities are requested to lend them their full support in the performance of their tasks and to protect and assist them outside their tasks,

2. each family member with an additional identification document in which the Receiving Party's authorities are requested to protect and assist them.

Article 7

Duties of the Advisors

(1) The Sending Party shall instruct the Advisors, during their stay in the Receiving State,

1. to refrain from interfering in the affairs of the Receiving State, and

2. to respect the laws and special customs of the Receiving State.

(2) The Advisors shall not be allowed to accept any payments, rewards, allowances or other non-cash benefits from the Receiving Party.

Article 8

Duty-Free Import and Export as well as Tax Exemptions

(1) The Receiving Party shall exempt the Sending Party from all customs duties, taxes, fees and similar charges relating to the import and export of the items in accordance with Article 3 (3) and shall ensure their prompt processing by customs as well as their duty-free import in accordance with applicable national laws and regulations.

(2) The Receiving Party shall exempt the Sending Party from any take-off, landing, over-flight and handling charges for aircraft, land vehicles and vessels of the Sending Party used for the implementation of this Agreement.

(3) The Receiving Party shall permit the Advisors and their family members, for the duration of their stay, to import and export items for their personal use (consumer goods), including household effects, and for each household up to two private motor vehicles and shall grant them exemption from all customs duties, taxes and similar charges with the exception of fees for storage, transportation and similar services.

(4) In the event of the death of an Advisor or of one of his or her family members, the Receiving Party shall permit the export of the deceased person's movable property. This shall not apply to items purchased in the Receiving State, the export of which was prohibited at the time of death.

Article 9

Legal Status

The legal status of the Advisors and their family members in the Receiving State shall be governed by the PfP Status of Forces Agreement.

Article 10

Disciplinary Matters

(1) The Advisors shall remain under the administrative and technical authority of the Ministry of Defence of the Sending Party.

(2) The Ministry of Defence of the Sending Party shall be permitted to exercise disciplinary control over the Advisors assigned to the Receiving State.

(3) The Receiving Party shall take no disciplinary action against the Advisors. Such action shall remain the preserve of the Sending Party. The Receiving Party shall inform the Embassy of the Federal Republic of Germany in the Receiving State of any breach of duty on the part of the Advisors which in its opinion should be prosecuted.

(4) The Advisors shall not exercise disciplinary powers over personnel of the Receiving Party. Within the scope of their specific duties, they may issue lawful instructions to personnel subordinate to them or assigned to work with them. The Receiving Party shall order its personnel to comply with any lawful orders issued by the Advisors where such orders are related to their functional responsibilities and the performance of official duties. There shall be no command relationship between the Advisors and the Receiving Party's personnel.

Article 11

Equipment of the Advisory Group

(1) For the duration of their official stay in the Receiving State, the Ministry of Defence of the Receiving Party shall provide the Advisory Group with the offices necessary for the performance of their official duties. If the necessary offices are not available, the costs incurred for their construction or renovation shall count as part of the support in accordance with Article 3.

(2) The Ministry of Defence of the Receiving Party shall provide the Advisory Group with the communications means (telephone, internet) required to perform their duties. If the necessary means cannot be provided, the costs incurred for their setup shall count as part of the support in accordance with Article 3.

(3) The Advisory Group shall procure service vehicles for the fulfilment of their duties in the Receiving State. The costs incurred shall count as part of the support in accordance with Article 3. The vehicles shall become the property of the Receiving Party, which shall provide them with military identification marks and make them available to the Advisors with appropriate Bundeswehr military driver's licenses for their official use. Upon completion of the programme, these vehicles shall be handed over to the Receiving Party for further use.

(4) The Ministry of Defence of the Receiving Party shall assign a liaison officer to assist the Advisors as much as possible during their stay in the Receiving State in carrying out the tasks assigned to them, fulfilling the requirements of the Receiving State's law within and outside the area of responsibility of the Armed Forces of the Receiving State and ensuring that the commitments undertaken by the Receiving State in this Agreement are met.

Article 12

Military Security

(1) The employment of the Advisors to the Receiving Party is only admissible if the Sending Party's safety requirements or equivalent safety standards taking into account specific local circumstances and reflecting the object and purpose of the Sending Party's safety requirements are ensured.

(2) The Advisors shall, with the permission of the Receiving Party, be granted access to official, unclassified information, to the extent that such access is necessary for the performance of their duties.

Article 13
Medical Care

(1) In the event of illness or injury, the Advisors shall receive outpatient and inpatient treatment free of charge at the military medical facilities of the Receiving Party. Dental treatment shall be limited to urgent general, conservative and surgical measures.

(2) Family members may, for a fee, receive outpatient and inpatient treatment at the military medical facilities of the Receiving Party. Any claims for reimbursement submitted by the family members against the Sending Party shall be governed by the provisions of the Sending State.

Article 14
Welfare and Recreation Facilities

The Advisors and their family members shall be granted access to clubs, dining facilities, welfare and recreation facilities and stores of the Armed Forces of the Receiving State. By mutual agreement, entitlement to the use of such facilities and stores shall not be regarded as a non-cash benefit pursuant to Article 7 (2).

Article 15
Provisions on Defects and Damage

(1) The Sending Party shall not be liable for defects in the items delivered. In particular, it shall not be obliged to repair an item, to replace a defective item with an item that is free of defects or to pay compensation for damage resulting from a defective item. Sentences 1 and 2 shall not apply if the defect was known to the Sending Party at the time it transmitted the item to the Receiving Party.

(2) The Receiving Party shall waive all claims for damage caused by an Advisor in the performance of, or in connection with, his or her official duties, unless the damage was caused wilfully.

(3) The Receiving Party shall assume liability for any damage caused to third parties by an Advisor in the performance of or in connection with his or her official duties. Any liability of the Advisor or the Sending Party shall to that extent be precluded, unless the damage was caused wilfully.

Article 16

Financial Provisions

(1) The costs of the employment of the Advisory Group shall be borne by the Sending Party. The operational costs of the Advisory Group in the Receiving State (motor vehicles, fuel, office equipment, etc.) shall count as part of the support in accordance with Article 3.

(2) The Receiving Party shall bear any costs incurred by the Sending Party, the Advisors or their family members as a result of non-compliance with the commitments undertaken in this Agreement.

Article 17

Settlement of Disputes

Any dispute concerning the interpretation and application of this Agreement shall be resolved through negotiations between the Parties and shall not be submitted to third parties or a court for decision.

Article 18

Final Provisions

(1) This Agreement shall enter into force on the date on which the Government of the Republic of Moldova has informed the Government of the Federal Republic of Germany in writing through diplomatic channels that the national requirements for such entry into force has been fulfilled. The relevant date shall be the day on which the communication is received.

(2) This Agreement shall be valid for an indefinite period.

(3) This Agreement may be amended, supplemented or terminated in writing at any time by mutual consent between the Parties.

(4) Either Party may terminate this Agreement at any time in writing through diplomatic channels subject to six months' previous notice. The relevant date for calculating the notice period shall be the date on which the notice of termination is received by the other Party.

(5) Registration of this Agreement with the Secretariat of the United Nations, in accordance with Article 102 of the United Nations Charter, shall be initiated by the Sending Party immediately following its entry into force. The other Party shall be informed of the registration, and of the UN registration number, as soon as this has been confirmed by the Secretariat of the United Nations.

Done at Berlin on 15.05.2025 in duplicate in the Romanian, German and English languages, all three texts being authentic. In case of divergent interpretations of the Romanian and German texts, the English text shall prevail.

For the Government of the Republic of Moldova	**For the Government of the Federal Republic of Germany**