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AGREEMENT

BETWEEN

THE REPUBLIC OF MOLDOVA

AND

THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION

ON THE STATUS AND PRIVILEGES AND IMMUNITIES OF THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION IN THE REPUBLIC OF MOLDOVA

THE REPUBLIC OF MOLDOVA (hereinafter "Republic of Moldova" or "the Host Country")

and

THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION (hereinafter "IDLO" or "the Organization")

HEREINAFTER referred to individually as the "Party" and jointly as the "Parties";

BEARING IN MIND the policy of the Republic of Moldova to promote the development of the international legal order;

NOTING that IDLO is the only intergovernmental organization exclusively devoted to promoting the rule of law and that it was established under the Agreement for the Establishment of the International Development Law Organization, a multilateral treaty signed in Rome on 5 February 1988, as amended, with its headquarters in Rome, Italy;

WELCOMING the wish of IDLO to establish an office in the Republic of Moldova;

FURTHER NOTING that the Republic of Moldova and IDLO desire to set forth the conditions concerning the status and privileges and immunities of the IDLO Country Office in the territory of the Host Country as are necessary for the fulfillment of IDLO's mandate;

AGREE AS FOLLOWS:

Article 1

Purpose

This Agreement shall regulate matters relating to or arising out of the establishment, independence, and the proper functioning of the IDLO Country Office in the Republic of Moldova. This Agreement creates conditions conducive to the stability and independence of the IDLO Country Office to facilitate its smooth and efficient operations in the Republic of Moldova. This Agreement shall be interpreted with due regard to these purposes.

Article 2

Definitions

For the purposes of the present Agreement:

a) "the Host Country" means the Republic of Moldova;
b) "Host Country Authorities" means the Government of the Host Country and any other national or official authority under the laws of the Host Country;
c) "the Territory" means the territory of the Republic of Moldova;
d) "Director-General" means the Director-General of the International Development Law Organization (IDLO) and, during his or her absence, any other Official specifically designated to act on his or her behalf;
e) "Officials" means persons who are employed by IDLO for its regular functions and assigned to undertake their duties in the IDLO Country Office;
f) "Personnel" means all individuals other than Officials holding a contract of engagement with the Organization, such as experts, secondees, pro bono consultants, and interns, who are assigned to undertake their duties in the IDLO Country Office;
g) "IDLO Country Office" means the office of the Organization, established in the Republic of Moldova;
h) "Premises" means the building, or part thereof, including installations, facilities, and any ancillary land made available to, maintained, occupied, or used by IDLO Country Office in connection with its functions and purposes;
i) "Property" means all property (be it material, real, or intellectual), income, assets, and funds owned, leased, held, or administered by the IDLO Country Office in furtherance of its functions.
j) "Head of Office" means the IDLO Official who has been designated by the Director-General to be in charge of the IDLO Country Office in the Republic of Moldova;
k) "Family Members and Dependents" means the husband or wife, registered partner, children up to the age of 18, as well as those up to the age of 23, who follow general or professional secondary education in the Territory, who are not married, as well as other persons dependent of the persons working in the territory, regardless of age;

l) "Archives" means all records, documents, manuscripts, files, computer and media data, software, still and moving pictures, films, video and sound recordings, communications and correspondence including, but not limited to, printed material, mail, electronic mail and other electronic data, telegrams, telefax, telephone conversations, texts and messages sent through mobile devices or social media, in any form, belonging to or held by IDLO or any of its Officials in an official capacity, and any other material which the Director-General and the Host Country may agree to be so designated;

m) "Emoluments" means all sums in respect of employment by the Organization paid to, vested in, or accruing to an Official or Personnel in any form whatsoever.

Article 3

Legal status and juridical personality

1. The Host Country recognizes IDLO as an intergovernmental organization with legal personality and the capacity of the IDLO Country Office to perform legal acts required for the performance of its functions. This shall, in particular, include the capacity:

   a) to contract;
   b) to acquire, invest, and dispose of movable and immovable Property under the requirements of the Host Country law, in the case of its acquisition on the territory of the Republic of Moldova; and
   c) to enjoy full juridical personality in legal proceedings.

2. The IDLO Head of Office, Officials and Personnel, who are not citizens or permanent residents of the Host Country, as well as their Family Members and Dependents who are not citizens or permanent residents of the Host Country, shall enjoy the privileges and immunities they are entitled to under this Agreement.

Article 4

Immunity from legal process

The Organization shall enjoy immunity from judicial actions and the service and execution of all forms of legal process.

Article 5

Premises

1. The Premises shall be under the control and authority of IDLO as provided for in this Agreement.

2. The Premises shall be inviolable. The Host Country Authorities shall ensure that the Organization is not dispossessed or deprived of all or any part of its Premises without its proper written consent. Judicial actions and the service and execution

of all forms of legal process, including the seizure of private property, cannot be enforced on the premises of the IDLO Country Office except with the written consent of and in accordance with conditions approved by the Head of Office.

3. No person may enter the Premises or perform any official duty therein without the prior express authorization of or given on behalf of the Head of Office. Any person who is on the Premises, who is requested by or on behalf of the Head of Office to leave the Premises, shall do so immediately.

4. In case of natural calamity, fire, or other emergency of a similar nature requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the Premises, the consent of the Head of Office or another Official so designated by him or her to any necessary entry into the Premises shall be presumed if neither of them can be contacted in time.

5. In case of concerns for the safety and security of the Premises, the IDLO Country Office and the Host Country Authorities will cooperate to address those concerns.

6. The Organization shall have the power to make internal regulations, including but not limited to those governing employment of Officials and Personnel, operative on the Premises for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. Such regulations will be made available to the Host Country Authorities upon request.

Article 6

Facilities and immunities in respect of communications

1. The Host Country Authorities shall permit the IDLO Country Office to communicate freely, without observation, interception, and interference, and without a need for special permission, for all official purposes.

2. For the purposes of this Article, communications and correspondence shall include, but shall not be limited to, printed material, mail, electronic mail and other electronic data, telegrams, telefax, telephone conversations, texts and messages sent through mobile devices or social media, as well as publications, still and moving pictures, videos, films, sound recordings, and software.

3. The IDLO Country Office shall have the right to dispatch and receive correspondence or any other documents, data or items by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic courier and bags, provided these couriers and bags bear visible external marks of their character and contain only documents, data or items intended for official use.

4. No censorship shall be applied to the official publications, communications, or correspondence of the IDLO Country Office in whatever form.

Article 7

Inviolability of Archives

The Archives of the IDLO Country Office in whatever form and whether being sent from or to the IDLO, held by the Organization or belonging to it, wherever located and by whomsoever held, shall be inviolable.

Article 8

Freedom of financial assets from restrictions

1. Within the scope of its official activities,

   a) the IDLO Country Office shall have the right to hold national or foreign currency, and to operate accounts in any currency, without being subject to any financial controls, regulations, or any other restrictions.
   b) the IDLO Country Office shall have the right freely to transfer funds in national or foreign currency to, from and within the Republic of Moldova, and to convert its assets freely into other currencies at the most favourable exchange rate at the time of the conversion.

Article 9

Property of the Organization

1. The Property of IDLO, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process and execution in the Host Country, except insofar as in any particular case IDLO has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. Property of the IDLO Country Office, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial, or legislative action.

3. To the extent necessary to carry out the functions of IDLO, Property of the IDLO Country Office, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, control, or moratoria of any nature.

Article 10

Exemption from taxes and duties

1. Within the scope of its official activities, the IDLO Country Office and its Property shall be exempt from taxes, duties, and any other payments applied by the Host Country Authorities.

2. In respect of purchases, services and transactions effectuated in pursuance of its official objectives, IDLO shall enjoy the same exemptions and concessions granted to diplomatic missions, including with respect to any registration stamp or similar duty on deeds, contracts, or other financial operations or instruments necessary for the attainment of IDLO's objectives.

3. No exemption shall be granted from charges that constitute payment for specific public services rendered.

Article 11

Entry, stay, and departure

1. The Host Country shall facilitate the entry, stay, and departure from the Republic of Moldova of Officials and Personnel acting on purposes of their official functions on behalf of IDLO, including their Family Members and Dependents. IDLO Officials and Personnel and their Family Members and Dependents shall be exempt from all immigration fees, restrictions, and alien registrations. The Ministry of Foreign Affairs of the Host Country will accredit IDLO's Head of Office, Officials and Personnel who are not citizens or permanent residents of the Host Country and their Family Members and Dependents by issuing accreditation cards, if they will carry out their activity in the Republic of Moldova for a period longer than 90 days.

2. IDLO Officials and Personnel shall enjoy the privileges and immunities they are entitled to under this Agreement from the moment they enter the territory of the Republic of Moldova to take up their posts or to undertake official IDLO-related functions. Their entitlement to privileges and immunities under this Agreement shall come to an end after the expiry or termination of their contracts of employment or when such persons have completed their IDLO-related functions, with the exception of immunities such as official acts immunities that continue after the end of an assignment or employment with IDLO.

3. In the event of the death of an IDLO Official or Personnel or of a Family Member or Dependent, not national or permanently resident of the Host Country, the Host Country shall permit the withdrawal of the movable property of the deceased, with the exception of any property acquired in the country the export of which was prohibited at the time of his or her death. Estate, succession, and inheritance duties shall not be levied on movable property the presence of which in the Host Country was due solely to the presence there of the deceased for the purpose of performing official functions for IDLO.

Article 12

Privileges, immunities, and facilities of IDLO Officials and Personnel

1. A Head of Office who is not a citizen or permanent resident of the Host Country shall enjoy within the Republic of Moldova the following privileges and immunities:

   a) Immunity from legal process or service of process of any kind in respect of words spoken or written and all acts performed by them in the exercise of their official functions;
   b) Immunity from personal arrest or preventive detention;
   c) Immunity from seizure and inspection of official baggage and from seizure of personal baggage;
   d) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO;
   e) Exemption from income tax on salaries, emoluments, and allowances, including social security payments, and amounts received as pensions or savings in voluntary pension funds accrued in connection with their employment with IDLO;
   f) Exemption from income tax on pensions, annuities, or distributions from voluntary pension funds derived from income related to employment with IDLO;
   g) Freedom to acquire and maintain within the Republic of Moldova foreign currency accounts and other movable property under the same conditions applicable to nationals of the Host Country and upon the termination of their employment with the Organization to take their funds out of the Republic of Moldova under the requirements of the Host Country law;
   h) Exemption from taxes, duties, and any other charges on furniture and personal effects placed under customs free circulation (import) upon first taking up their position in the Republic of Moldova;
   i) In addition to the above-mentioned privileges and immunities granted, the Head of Office and their Family Members and Dependents shall benefit from the same status that is granted under the Vienna Convention on Diplomatic Relations of 18 April 1961 to diplomatic agents and their families.

2. The Family Members and Dependents of the Head of Office and Officials, except for those Family Members and Dependents who are citizens or permanent residents of the Republic of Moldova, shall be granted the same privileges, immunities, and facilities granted to Officials pursuant to paragraph 4 of this Article. Such Family Members and Dependents who are 18 years or older shall be allowed to work in the Republic of Moldova for the duration of the employment of the Official with IDLO in the Host Country. They shall respect national labor law in all other respects.

3. IDLO Officials and Personnel, other than the Head of Office, who are citizens or permanent residents of the Host Country shall enjoy within the Republic of Moldova the following privileges and immunities:

   a) Immunity from legal process or service of process of any kind in respect of words spoken or written and all acts performed by them in the exercise of their official functions;
   b) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO.

4. IDLO Officials, other than Head of Office, who are not citizens or permanent residents of the Host Country shall enjoy within the Republic of Moldova the following privileges and immunities:

   a) Immunity from legal process or service of process of any kind in respect of words spoken or written and all acts performed by them in the exercise of their official functions;
   b) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO;
   c) Immunity from personal arrest or preventive detention;
   d) Immunity from seizure and inspection of official baggage and from seizure of personal baggage;
   e) Exemption from taxes, duties, and any other charges on furniture and personal effects placed under customs free circulation (import) upon first taking up their position in the Republic of Moldova;
   f) Exemption from income tax on salaries, emoluments, and allowances, including social security payments, and amounts received as pensions or savings in voluntary pension funds accrued in connection with their employment with IDLO;
   g) Exemption from national service and conscription.

5. IDLO Personnel who are not citizens or permanent residents of the Host Country, shall enjoy within the Republic of Moldova the following privileges and immunities:

   a) Immunity from legal process or service of process of any kind in respect of words spoken or written and all acts performed by them in the exercise of their official functions;
   b) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO;
   c) Immunity from personal arrest or preventive detention;
   d) Immunity from seizure and inspection of official baggage and from seizure of personal baggage;
   e) Exemption from taxes, duties, and any other charges on furniture and personal effects placed under customs free circulation (import) upon first taking up their position in the Republic of Moldova;

f) Exemption from income tax on salaries, emoluments, and allowances, including social security payments, and amounts received as pensions or savings in voluntary pension funds accrued in connection with their employment with IDLO;
g) Exemption from national service and conscription.

6. The Family Members and Dependents of IDLO Personnel, except for those Family Members and Dependents who are citizens or permanent residents of the Republic of Moldova, shall be granted the same privileges, immunities, and facilities granted to Personnel pursuant to paragraph 5 of this Article.

7. Where the incidence of any form of taxation depends upon residence, periods during which Officials are present in the Host Country for the discharge of their functions shall not be considered as periods of residence.

8. IDLO shall cooperate with the authorities of the Republic of Moldova at all times with a view to prevent any form of abuse of the privileges, immunities and other facilities provided for in this Agreement.

Article 13
Social security

1. Social security and health insurance contributions as set forth by the Host Country law shall not be paid by IDLO on salaries, emoluments, payments, and allowances paid by the Organization or on behalf of the Organization to Officials of the Organization assigned to the Host Country Office.

2. Officials of the Organization assigned to the Host Country, who are not nationals or permanent residents of the Host Country, shall be exempt from any social security or health insurance contribution established by the law of the Republic of Moldova. In this case, optional health care insurance will be required or the respective Officials will be provided health insurance and retirement or provident fund contributions as part of their employment or engagement with IDLO. Furthermore, on the basis of international agreements concluded by the Republic of Moldova in the field of social security and health insurance with a series of countries, IDLO Officials who are self-employed or seconded employees may be subject exclusively to the social insurance legislation of the Host Country if they are nationals or permanent residents of those countries.

3. Social security and health insurance contributions, as provided for by the law of the Host Country, will be paid by all those working within the IDLO Country Office who are citizens or permanent residents of the Host Country on an individual basis through contracts concluded with the responsible authority of the Host Country.

Article 14

Waiver of immunities

1. Privileges and immunities are granted to Officials and Personnel acting in the interest of IDLO. The Director-General shall have the right and the duty to waive the immunity of any person mentioned in Article 12 of the present Agreement in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the Organization.

2. Consistent with its privileges and immunities, IDLO will cooperate at all times with the Host Country Authorities to facilitate the proper administration of justice and shall not abuse any of the privileges and immunities granted to it under this Agreement.

Article 15

Settlement of disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be settled amicably, by negotiations, in accordance with the interests of the Parties. The Parties shall undertake all possible steps to ensure that their differences are settled equitably, in good faith, and in a discreet and cordial manner.

Article 16

Provisional application, entry into force, termination, and amendment of the Agreement

1. This Agreement shall be applied provisionally from the date of last signature of the Parties.

2. This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties inform each other about the completion of their relevant internal legal procedures.

3. This Agreement shall cease to be in force by mutual consent of the Parties or one year after one Party has notified in writing the other Party of its intention to terminate the Agreement.

4. This Agreement may be amended by mutual written consent of the Parties at any time, by concluding the respective Protocols. Any such Protocol shall enter into force in accordance with the procedure provided for in paragraph 2 of this Article.

Article 17
Notices

1. All notices addressed to IDLO concerning this Agreement shall be in writing and forwarded to its Headquarters in Rome, to the attention of the Director-General, and to its Country Office, to the attention of the Head of Office.

2. All notices addressed to the Republic of Moldova concerning this Agreement shall be in writing and forwarded through diplomatic channels.

3. IDLO shall inform the Ministry of Foreign Affairs of the Republic of Moldova of the names, titles, and functions of the Officials and Personnel working in the Country Office, their arrival and their final departure, or the termination of their engagement with the Country Office.

Article 18
Language

This Agreement shall be concluded in duplicate in both the English and Romanian languages, both texts being equally authentic. In case of divergence of interpretation, the English text shall prevail. Done in Chisinau, on 28. 10, 2025, and in Rome, on 13 · 11 ·, 2025.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

FOR THE REPUBLIC OF MOLDOVA

Veronica MIHAILOV-MORARU
Minister of Justice

FOR THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION

Jan BEAGLE
Director-General

Prin prezenta confirm că textul alăturat este o copie autentică a Acordului între Republica Moldova şi Organizaţia Internaţională pentru Dreptul la Dezvoltare cu privire la statutul, privilegiile şi imunităţile Organizaţiei Internaţionale pentru Dreptul la Dezvoltare în Republica Moldova (Chişinău, 28 octombrie 2025 şi Roma, 13 noiembrie 2025), originalul căreia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe.

Anatol CEBUC, [illegible]
Şef al Direcţiei Drept Internaţional
Ministerului Afacerilor Externe


MINISTERUL AFACERILOR EXTERNE AL REPUBLICII MOLDOVA


MINISTERUL AFACERILOR EXTERNE AL REPUBLICII MOLDOVA




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