AGREEMENT BETWEEN

THE REPUBLIC OF MOLDOVA

AND

THE INTERNATIONAL COMMITTEE OF THE RED CROSS

ON THE STATUS AND PRIVILEGES AND IMMUNITIES OF THE INTERNATIONAL COMMITTEE OF THE RED CROSS IN THE REPUBLIC OF MOLDOVA

THE REPUBLIC OF MOLDOVA

and

THE INTERNATIONAL COMMITTEE OF THE RED CROSS (hereinafter the ICRC),

CONSIDERING the work done by the ICRC worldwide in providing without discrimination protection and assistance to persons affected by armed conflicts or other situations of violence with a view to relieving human suffering;

BEARING IN MIND the interests of the Republic of Moldova and the wish expressed by the ICRC to establish a delegation to carry out the mandate and humanitarian tasks entrusted to it under the 1949 Geneva Conventions and their 1977 Additional Protocols, to which the Republic of Moldova is a party, the Statutes of the International Red Cross and Red Crescent Movement, and the Resolutions of the International Conferences of the Red Cross and Red Crescent;

RECALLING that in order to implement its humanitarian mandate, the ICRC carries out its activities in full conformity with its fundamental principles of humanity, neutrality, impartiality and independence and its standard working modalities, in particular confidentiality;

CONSIDERING that in the course of the implementation of its humanitarian mandate, the ICRC processes personal data in a manner consistent with the internationally recognized standards on data protection embedded in the ICRC Rules on Personal Data Protection, that ICRC's data processing is supervised by the ICRC Data Protection Office and an effective remedy is ensured through the ICRC Independent Data Protection Control Commission;

AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

ICRC is the International Committee of the Red Cross (ICRC).

The parties are the Republic of Moldova and the ICRC.

Delegation means the offices of the ICRC in the Republic of Moldova and all the buildings or land that it owns, rents or benefits from.

Expatriate employees are ICRC employees working in the Republic of Moldova and who are not citizens of, or permanent residents in the Republic of Moldova.

ICRC employees are expatriate employees and employees of the delegation who are citizens of the Republic of Moldova or permanent residents in the Republic of Moldova.

Family members and dependents of expatriate employees in this Agreement means the wife or husband, registered partner, sons and daughters 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 accreditation country, specialized, higher, or day education, who are not married, as well as other persons dependent of the ICRC expatriate employees working in the Republic of Moldova, regardless of age.

ARTICLE 2
STATUS OF THE ICRC

The status of the ICRC shall be that of an international intergovernmental organization. Its treatment shall in any case be not less favorable than that received by an international intergovernmental organization.

ARTICLE 3
LEGAL PERSONALITY

The Republic of Moldova recognizes the legal personality of the ICRC, including but not limited to, its capacity to contract obligations, institute legal proceedings and acquire rights, and acquire and dispose of movable and immovable property.

ARTICLE 4
IMMUNITY OF THE ICRC, ITS PROPERTY AND ASSETS

The ICRC, its property and assets, wherever located in the Republic of Moldova and by whomsoever held, shall enjoy immunity from any form of judicial, administrative or other legal process, except to the extent that the ICRC has expressly waived its immunity in writing in a particular case.

ARTICLE 5
INVIOLABILITY OF ICRC PREMISES, PROPERTY AND ASSETS

The premises of the ICRC, by whomsoever they may be owned, shall be inviolable. The property and assets of the ICRC, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, judicial, administrative or legislative action.

ARTICLE 6
INVIOLABILITY OF ICRC ARCHIVES

The ICRC's archives and, in general, all documents and data (including electronic documents) belonging to or held by the ICRC, shall be inviolable wherever located.

ARTICLE 7
FACILITIES IN RESPECT OF COMMUNICATIONS

1. The ICRC shall be free to use, for official purposes and without any interference, the means of communication it deems most appropriate, including messages in code, cipher or otherwise encrypted, particularly when communicating with ICRC headquarters in Geneva and its offices around the world, with other international agencies and organizations, with government departments, and with bodies corporate or private individuals.

2. In particular, the ICRC shall without restrictions, have the right to purchase and install on its premises all types of telecommunication equipment and to use mobile equipment, including satellite and tracking devices in ICRC vehicles, within the national territory. It shall be exempt from licensing fees and from all other related fees, rates, taxes and charges. The ICRC shall be assigned frequencies by the competent national authority, in accordance with relevant international instruments, including Resolution No. 10 (Rev.WRC-2000) of the International Telecommunication Union.

3. In all matters relating to official communications, the ICRC shall enjoy treatment not less favorable than that accorded to international intergovernmental organizations or diplomatic missions.

4. The Republic of Moldova shall not interfere with ICRC communications, including data in transit, through interception, censorship or any other means.

5. The ICRC shall have the right to dispatch and receive correspondence or any other documents, or items by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic courier and bags, and contain only documents or items intended for official use.

ARTICLE 8
CONFIDENTIALITY OF DOCUMENTS, DATA AND COMMUNICATIONS

The Republic of Moldova undertakes to respect the confidentiality of ICRC documents, data and communications, as well as the content and records of its communications with the ICRC. Such respect includes neither divulging their content to any natural or legal person other than the concerned authorities, nor permitting their disclosure or use in judicial, administrative or any other legal proceedings, without prior written consent of the ICRC.

ARTICLE 9
PROTECTION OF PERSONAL DATA

1. The Republic of Moldova will process personal data according to its national legislation and other international norms to which it is bound, while the ICRC will do so in compliance with the ICRC Rules of Personal Data Protection. In all cases of processing of personal data transmitted by the other party, the parties will ensure a level of personal data protection, including appropriate security and confidentiality measures, at least equivalent to those resulting from the application of the principles of the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (ETS No. 108), with subsequent amendments and additions to it.

2. The rights of the subjects of personal data are protected in a manner that does not prejudice the effective fulfillment by the ICRC of its humanitarian mandate, as well as without prejudice to the confidentiality of documents covered by the ICRC's privilege of non-disclosure. The ICRC has the right to receive personal data, which is necessary for the fulfillment of a duty incumbent on the ICRC in the fulfillment of its humanitarian mandate and activities.

ARTICLE 10
FINANCIAL RESOURCES

1. The ICRC shall have the right to hold national or foreign currency and other financial assets, and to operate accounts in any currency, without being subject to any financial controls, regulations or any other restrictions.

2. The ICRC 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 favorable exchange rate at the time of the conversion.

ARTICLE 11
EXEMPTION FROM TAXES

1. The ICRC and its assets, income and property shall be exempt from all direct taxes, except for dues which constitute charges for public utility services.

2. The ICRC shall be exempt from all indirect taxes (including value-added taxes), in particular, those in connection with the procurement or provision of goods and services intended for ICRC official use, including for assistance programs within the country or in another country. The Republic of Moldova shall make appropriate arrangements for the exemption, including remission or reimbursement of such taxes. The ICRC will annually present to the relevant Moldovan authority a report on humanitarian aid intended for assistance programs in the Republic of Moldova.

ARTICLE 12
IMPORT, EXPORT OR TRANSIT OF GOODS AND SERVICES

The ICRC shall be exempt from all import and export duties and charges having equivalent effect and from all taxes, prohibitions, and restrictions on the import, export or transit through the Republic of Moldova of all goods and services intended for official use, including for ICRC assistance programs within the Republic of Moldova or in another country. In relation to prohibitions or restrictions on export of goods, the ICRC shall respect the national interests of the Republic of Moldova.

ARTICLE 13
TRAVEL AND TRANSPORT

1. The ICRC and the vehicles, vessels and aircraft it uses for carrying out its activities, may use roads, bridges, canals and other inland waterways, port facilities, airfields and

airspace of the Republic of Moldova without payment of fees and charges, including dues, tolls and landing fees.

2. With respect to public service utilities related to travel and transport, the ICRC shall at all times enjoy at least the same rate as are granted to governmental administrations of the Republic of Moldova or to chiefs of diplomatic missions accredited to the Republic of Moldova, whichever are the more favorable.

ARTICLE 14
VEHICLE REGISTRATION

1. The Republic of Moldova shall authorize and facilitate the registration of the vehicles of the ICRC Delegation in the Republic of Moldova as vehicles of diplomatic missions, and issue them with diplomatic license plates.

2. All ICRC employees working in the Republic of Moldova, as well as the persons referred to in Article 16, regardless of their nationality or place of permanent residence, shall be authorized to drive the so registered vehicles of the ICRC in the Republic of Moldova and shall be covered by the ICRC's insurance thereof.

ARTICLE 15
STATUS OF ICRC EMPLOYEES

1. Expatriate employees, as well as their family members and dependents, who are not citizens of or permanent residents in the Republic of Moldova, and who accompany them shall have the same status as that accorded to the members of diplomatic missions and, respectively, to their families.

2. They shall enjoy immunity from any form of judicial, administrative, or other legal process, including personal arrest or detention, seizure of their personal baggage, and from being called as a witness or being required to give evidence. After they have left the service of the delegation, they shall enjoy immunity in respect of acts and /or omissions relating to the exercise of their functions, as defined by the ICRC.

3. Their private residences, vehicles, documents and all other personal belongings shall be inviolable.

4. They shall be exempt from all immigration fees and restrictions, and from the national service obligations. The Republic of Moldova shall provide them, free of charge, visas when required.

5. They shall have the right to introduce their personal belongings, including vehicles, with exemption of import duties. They shall enjoy the same exemptions on their departure.

6. They shall have the right to sell their personal belongings in the Republic of Moldova under the same conditions as those accorded to the members of diplomatic missions and, respectively, as applicable to their families.

7. In the event of armed conflict or other emergencies, they shall be granted the necessary facilities to leave the country, if they wish to do so, by the means they consider to be safest and quickest.

8. They shall benefit from the same privileges in respect of currency or exchange facilities as are accorded to the members of diplomatic missions and, respectively, as applicable to their families.

9. Expatriate employees of the delegation shall be exempt from all taxes on salaries and other emoluments paid by the ICRC or received by them from outside the Republic of Moldova. They shall also be exempt from any compulsory social security contributions in the Republic of Moldova.

10. Family members and dependents who accompany expatriate employees of the delegation shall be allowed to work in the Republic of Moldova. They shall respect national labor law in all other respects.

11 In addition to the above-mentioned privileges and immunities, the Head of the ICRC delegation, his/her Deputy and their family members and dependents shall benefit from the same status that is accorded under the Vienna Convention on Diplomatic Relations of 18 April 1961 to diplomatic agents and their families.

12. Employees of the delegation who are citizens of the Republic of Moldova or permanent residents in that country shall not benefit from the immunities, privileges and facilities listed in paragraphs 1 to 11 above. They shall nevertheless be entitled to exemption from national service and conscription, and in respect of acts and/or omissions relating to the exercise of their function as defined by the ICRC – even after they have left the services of the delegation – to immunity from any form of judicial, administrative or other legal process, including personal arrest or detention, and from being called as a witness or being required to give evidence.

13. The ICRC shall inform the competent authorities of the names, titles and functions of local and expatriates employees working in the Republic of Moldova. The ICRC shall

also inform the Territorial Military Centers of the names of employees of the delegation who are citizens of the Republic of Moldova or permanent residents in that country, to ensure that they are released from national service obligations and military conscription.

14. All ICRC employees working in the Republic of Moldova as well as all persons referred to in Article 16 undertake to respect the laws and regulations in the Republic of Moldova from the moment they arrive in the country and shall benefit from their protection.

15. They shall enjoy freedom of movement and travel to, from and throughout the territory of the Republic of Moldova.

ARTICLE 16
ICRC REPRESENTATIVES ON TEMPORARY MISSION

ICRC representatives, including ICRC employees, as well as experts contracted by the ICRC, who are on temporary mission in the Republic of Moldova, shall benefit from the privileges and immunities set forth in Article 15, paragraphs 2, 3, 4, 7, 8, 9, 14 and 15. If they are citizens of the Republic of Moldova or are permanent residents in that country, they shall only benefit from the immunities, privileges and facilities listed in Article 14 paragraphs 12, 14 and 15.

ARTICLE 17
IDENTITY DOCUMENT AND COMMISSION

1. Expatriate ICRC representatives, including ICRC employees, shall hold a document called "Identity document and commission", attesting to the bearer's identity and to his/her status as an ICRC representative.

2. The authorities of the Republic of Moldova shall accept this document as a valid travel document. Upon presentation by the bearer, they shall facilitate crossing of the Republic of Moldova international borders and travel within the country.

ARTICLE 18
CO-OPERATION WITH THE HOST COUNTRY

1. The ICRC shall co-operate with the authorities of the Republic of Moldova at all times with a view to preventing any form of abuse of the privileges, immunities and facilities provided for in this Agreement. Following notification of the competent authorities, the ICRC will be able to open other offices in the Republic of Moldova

2. The ICRC may waive any immunity, in any particular case where, in its sole opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the ICRC. Such waiver shall only be valid when given in writing by the President of the ICRC or any person or organ to whom he or she has delegated that authority.

ARTICLE 19
INTERPRETATION

The present Agreement shall be interpreted in the light of its primary objectives, which are to enable the ICRC to carry out its activities and to implement its programs, in full conformity with its internationally recognized mandate and its fundamental principles of humanity, neutrality, impartiality and independence.

ARTICLE 20
SETTLEMENT OF DISPUTES BY NEGOTIATION

1. Any dispute between the ICRC and the Republic of Moldova arising out of the interpretation or application of the present Agreement shall be submitted to negotiation between the Parties.

2. The Parties shall bear in mind the national interests of the Republic of Moldova and the interests of the ICRC related to its activities, mandate and mission. They will do everything possible to see that disputes are settled in good faith and equitably, and with the discretion essential to continued good relations between them.

ARTICLE 21
ARBITRATION

Should the above-mentioned negotiations fail, the dispute shall be submitted for decision to an arbitral tribunal made up of three arbitrators, one to be named by the ICRC, another by the Republic of Moldova and the third by both parties or, failing agreement by them, by the President of the International Court of Justice. The decision of the tribunal so constituted shall be final.

ARTICLE 22
AMENDMENTS TO THE PRESENT AGREEMENT

By the mutual consent of the Parties, the Agreement may be amended. The amendments shall constitute an integral part of the present Agreement and shall be done by concluding

respective Protocols, entering into force in accordance with the procedure stipulated by Article 24 of the present Agreement.

ARTICLE 23
COMPLEMENTARY AGREEMENTS

The Republic of Moldova and the ICRC may agree to conclude complementary agreements.

ARTICLE 24
ENTRY INTO FORCE

The present Agreement shall constitute an international treaty, which enters into force on the date the ICRC receives a written notification stating that Republic of Moldova has completed the internal procedure of ratification provided for in the legislation and required for the Agreement to enter into force.

The present Agreement shall be applied provisionally from the date of signature.

ARTICLE 25
TERMINATION

Either Party may terminate the present Agreement by notifying in writing the other Party with a minimum of six months' notice; after this period, the present Agreement shall cease to have effect.

In witness whereof, the parties hereto have signed this Agreement:

Done on January 11, 2023, in Chișinău, in two original copies, in Romanian and English, both texts being equally authentic. In case of divergence in the interpretation of the provisions of this Agreement, the English text shall prevail.

For the International Committee of the Red Cross

Corina AJDER
State Secretary of the Ministry Labor and Social Protection of the Republic of Moldova

For the Republic of Moldova

Doris EL DOUEIHY
Head of delegation of the International Committee of the Red Cross in the Republic of Moldova