Memorandum of Understanding

between

the Ministry of Health of the Republic of Moldova

and

the Swiss Agency for Development and Cooperation

concerning

the first phase of the Project
"Moldova: Continuity of care in case of catastrophic health events – Care4Living"

In pursuance and in application of the Agreement concerning Technical and Financial Co-operation and Humanitarian Aid between the Swiss Federal Council and the Government of the Republic of Moldova, signed on September 20, 2001,

the Ministry of Health of the Republic of Moldova and the Swiss Agency for Development and Cooperation have agreed on the terms and conditions as set forth under the present Memorandum of Understanding.

The respect for democratic principles and fundamental human rights – as set out in particular in the Universal Declaration of Human Rights – inspires the internal and external policies of the two Participants and constitutes an essential element on an equal footing with the objectives of the present Memorandum of Understanding.

Article I General Conditions and Definitions

Wherever used in this Memorandum of Understanding, unless the context otherwise requires, the subsequent terms have the following meaning:

a) "Memorandum" means the Memorandum of Understanding between the Ministry of Health of the Republic of Moldova and the Swiss Agency for Development and Cooperation concerning the first phase of the Project "Moldova: Continuity of care in case of catastrophic health events – Care4Living";
b) "Participants" means the Ministry of Health of the Republic of Moldova and the Swiss Agency for Development and Cooperation;
c) "Project" means the activities to be financed, in whole or in part, under the first phase of project "Moldova: Continuity of care in case of catastrophic health events - Care4Living";
d) "The Ministry" means the Ministry of Health of the Republic of Moldova;
e) "SDC" or "Donor" means the Swiss Agency for Development and Cooperation of the Federal Department of Foreign Affairs of Switzerland, acting through the Swiss Cooperation Office/ Representation of the Embassy of Switzerland to the Republic of Moldova;
f) "WB" means the implementing partner World Bank;
g) "WHO" means the implementing partner World Health Organization.

Article II Implementation Authorities

1. The Ministry shall be the counterpart agency of the Project.
2. SDC shall be an executive authority for the application of the Memorandum and the implementation of the Project. SDC shall delegate the implementation responsibility to the Swiss Cooperation Office/ Representation of the Embassy of Switzerland to the Republic of Moldova.
3. SDC shall entrust WB and WHO with the implementation of the Project.

Article III Goals and Objectives

1. The overall goal of this Project is that in Moldova, people at risk or with urgent, life-threatening conditions have increased chances of survival and recovery in situations of medical emergencies and public health crises.
2. The main objectives of the Project are:
   a) Moldovan health authorities create favourable conditions for developing integrated, responsive and efficient emergency care services and rehabilitation services.
   b) Healthcare providers ensure equitable access to early, quality, and safe emergency

care and rehabilitation services.

c) People across Moldova (inclusively professionals outside of the healthcare system, general population and refugees) have increased awareness and literacy to act adequately in medical emergencies and know how to use the emergency services appropriately.

Article IV Project Costs and Payments

SDC contributes with a total maximum of CHF 8'300'000.00 for the implementation of the Project according to the Project document (Annex A). From this amount, SDC will make a contribution of maximum CHF 5'500'000.00 to the WB and a contribution to WHO of maximum CHF 2'800'000.00 in line with SDC regulations. The release of the Swiss funds shall be made based on the Project progress, expenses incurred and actual requirements.

Article V Scope and Duration of the Memorandum

The main purpose of the present Memorandum is to ensure the adequate conditions for successful implementation of the Project throughout the project period from 01.10.2024 to 30.09.2028.

Article VI Contribution of SDC

For the implementation of the Project, the Swiss Confederation, through SDC, shall make available the following contributions:

a) Solution-oriented learning and innovation approaches for health authorities, institutions and practitioners, as well as documentation and dissemination of good practices at the national and district levels;
b) Technical assistance to partner institutions and appropriate training programmes for health professionals, as well as information, education and communication activities for population;
c) Services provided by international and local expert/consultants;
d) Project facilitation/implementation, including administrated funds and operational cost.

Article VII Contribution of the Ministry

The Ministry will undertake the following actions:

a) Lead the policy dialogue with key stakeholders on the reform of the emergency health services and rehabilitation care;
b) Lead and facilitate the development and adjustment of the legislative and regulatory framework to ensure the consistency and harmonization of all taken decisions and actions towards the reform of the emergency and rehabilitation care;
c) Set up recommended technical working groups and a responsible unit for coordination of project WB component supported actions;
d) Facilitate the cooperation with other ministries/ministries' representations (Finance, Labour and Social Protection, etc.) and institutions (National Health Insurance Company, National Agency for Public Health, Medicines and Medical Devices Agency, etc.), with the Parliamentary Commission for Social Protection, Family and Health, with healthcare providers (hospitals, family doctors), local public authorities, civil society organizations, and facilitate the integration of the Project's activities in the health system;
e) Facilitate the development and delivery of continuous education programmes, including simulation-based training provided within the Project for health workers

and other categories of professionals involved in the provision of emergency and rehabilitation services;

f) Convene and coordinate meetings of the Steering Committee (SC) aimed at steering and strategically orienting the Project at the highest level and at supervising the quality of the Project implementation, outcomes and outputs, according to the Terms of Reference for the SC, which are a part of the present Memorandum (see annex B);

g) Facilitate the process of obtaining necessary visas and permissions required for short- and long-term international experts working within the frame of the present Project;

h) Ensure the exemption from payment of taxes, import duties, fees and other compulsory payments for all the equipment, services, vehicles and materials financed on a grant basis, as specified in the Article 4.2 of the Framework Agreement between the Swiss Federal Council and the Government of the Republic of Moldova concerning Humanitarian assistance and Technical Cooperation, reference to which is made in the Preamble of the present Memorandum.

Article VIII Supervision and Co-ordination

1. In order to ensure the overall supervision and co-ordination of the Project as well as to address policy issues, a SC shall be established and meetings shall be held at least twice a year. The SC shall have a quorum only when the representatives of the two Participants are present and decisions are reached by consensus. If no consensus can be found, the attending SC members will vote.
2. At the end of the first phase of the Project, a Final Review Meeting shall review the results achieved by the Project.
3. The SC shall be composed by the following member-institutions:
   a) Ministry of Health of the Republic of Moldova – chair of the SC;
   b) SDC, represented by the Swiss Cooperation Office/ Representation of the Embassy of Switzerland to the Republic of Moldova – co-chair of the SC;
   c) Implementing agencies (WB and WHO) – ensuring the secretariat of the SC.

Each of the member-institutions will appoint a representative for participation in the SC meetings to ensure continuity and consistency of the membership. Representatives of other organizations/agencies relevant for the Project can be invited to the SC meetings as observers to share information and participate in the discussions, whenever necessary.

4. The SC shall perform the following tasks (Terms of Reference - Annex B):
   a) Support the Project and provide guidance in finding solutions to important implementation problems;
   b) Settle possible divergences that may appear during Project implementation;
   c) Approve the reports on the implemented activities and the plan of upcoming activities of the Project submitted at the beginning of each year;
   d) Discuss and exchange information on policy or other relevant issues.
5. Unscheduled meeting may be called upon at the request of one of the members of the SC. The meetings are convened by the chair of the SC.

Article IX Reporting and Information

1. Progress reports shall be prepared by the implementing partner as defined in the individual agreements with WB and WHO.
2. The Participants shall promptly inform each other of any situation arising, which might have a bearing on the implementation of the Project.

3. The Ministry shall cooperate with and assist the SDC or the implementing partners in the preparation of audits, their follow-ups, and evaluations of the Project.

Article X Monitoring and Evaluation

SDC shall supervise the implementation of the Project. An external evaluation is planned for the end of project.

Article XI Procurement of goods and Services

In the case of the WB, the procurement of goods and services to be financed out of the proceeds of the Swiss contribution shall be conducted by the WB in accordance with WB's applicable policies and procedures. In the case of the WHO, the procurement of goods and services shall be conducted in accordance with WHO procurement procedures and rules. The procured goods shall be directly delivered to beneficiary institutions in compliance with signed contracts and respective procurement rules.

Article XII Goods

1. For the duration of the Project, the goods provided with SDC funds to be used in the Project shall remain at the unrestricted disposal of the Project and shall not be diverted from the beneficiary institutions without prior written approval of the SDC and implementing partners.
2. The beneficiary institutions shall keep an appropriate inventory of the respective goods. The inventory is to be updated on a quarterly basis, with an indication of the status, responsible person and location of each individual object.
3. If, for any reason, the Project should have to be discontinued, the use of the goods provided with the Swiss contribution shall be decided upon in writing by the Participants.
4. At the end of the Project, both Participants shall agree in written form on the property and use of the goods provided and not yet handed over during the Project.

Article XIII Termination of the Memorandum

1.1. Either Participant shall have the right to request termination of this Memorandum by sending a diplomatic notification to that effect to the other Participant. In the event of termination, the Memorandum shall cease to be valid within one month from the date of dispatch of the notice of termination.

Either Participant may request that the Memorandum be terminated with immediate effect as a result of its substantial breach. A substantial breach means a breach of one of the essential objectives of this Memorandum and, in particular, in the event of:

a) failure to implement the project in accordance with the terms or material breach of the terms of this Memorandum;
b) part or all of the funds not being used for their specific purpose;
c) failure of submission of required reports or information requested by the donor;
d) the Project having been modified without the donor's approval;
e) occurrence of events which delay or render impossible the implementation of the funded Project, or which require an amendment of the Project and are not reported immediately.

1.2. If events resulting from force majeure (natural disaster, etc.) prevent the execution of the Memorandum, either Participant may request the termination of the Memorandum with effect from the moment when it becomes impossible to carry it out.

2. In case of premature termination of the present Memorandum or at the end of the Project,

any unspent funds provided within the frame of the Project shall be returned to SDC.

Article XIV Modifications of the Memorandum and Settlement of Disputes

1. Any modifications or amendments to the present Memorandum shall be made in writing with the consent of both Participants.
2. Any modification or amendments to the present Memorandum shall be drafted in specific protocols and shall enter into force in accordance with the provisions of Article XVII of this Memorandum.
3. All disputes which may arise between the Participants concerning the provisions or interpretation or application and execution of this Memorandum shall be resolved amicably.

Article XV Anti-corruption Clause

Within the framework of this Memorandum, the Participants shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behaviour signifies a substantial breech of the present Memorandum and justifies its termination as well as/or the recourse to supplementary corrective measures in accordance with applicable legislation.

Article XVI Annexes

The project document (Annex A) and the Terms of Reference of the Steering Committee for the Project (Annex B) form an integral part of the present Memorandum.

Article XVII Duration and Effectiveness

The present Memorandum covers the period from 01.10.2024 to 30.09.2028.

It shall enter into force upon signing by both of the Participants and end as soon as both Participants will have fulfilled all their contractual obligations under the provisions of the present Memorandum.

For the Ministry of Health of the Republic of Moldova	**For the Swiss Agency for Development and Cooperation**
Ala Nemerenco	Guido Beltrani
Minister	Director of Cooperation
Signature.....	Signature.....
Chisinau, 31 January 2025	Chisinau, 31 January 2025

Concluded in Chisinau, on 31 January 2025, in two originals copies, each in the Romanian and English languages, all texts being equally authentic. In the event of any discrepancies in interpretation, the text in English shall prevail.

Annex A
to the Memorandum of Understanding
signed on 31 January 2025

SUMMARY OF THE FIRST PHASE OF THE PROJECT
"Moldova: Continuity of care in case of catastrophic health events – Care4Living"

Implementation period: 1 October 2024 – 30 September 2028
Implementing partners: World Bank and World Health Organization
SDC contribution: CHF 8'300'000.00

The overall goal of the Project is that in the Republic of Moldova people at risk or with urgent, life-threatening conditions have increased chances of survival and recovery in situations of medical emergencies and public health crises.
The Project aims at achieving the following **outcomes**:

1. Moldovan health authorities create favourable conditions for developing integrated, responsive and efficient emergency care services and rehabilitation services.
2. Healthcare providers ensure equitable access to early, quality, and safe emergency care and rehabilitation services.
3. People across Moldova (incl. professionals outside of the healthcare system, general population and refugees) have increased awareness and literacy to act adequately in medical emergencies and know how to use the emergency services appropriately.

The ***WHO component will strengthen the essential emergency care services***.
At the *policy level*, WHO will assist health authorities in improving the emergency care system regulations, guidelines, protocols, and relevant payment mechanisms; in developing core capacities and utilizing digital tools for assessing, planning, and designing emergency services, and for effective management of medical and public health emergencies through evidence-based practices, enhancing preparedness, response, and recovery efforts.
At the *institutional / healthcare providers' level*, medical centres will be endowed with equipment and supplies for pre- and in-hospital emergency care, and essential clinical simulation equipment. Clinical guidelines and quality assurance tools will further standardize practices and improve patient outcomes. To enhance capacity development of emergency care providers at all levels (nurses, physicians, dispatch staff, ambulance crews, advanced medical practitioners and healthcare managers), training mechanisms will be improved, curricula revised and emergency care simulation training laboratories will be created at the Simulation Centre of the Medical University, at key emergency care hospitals (Chisinau, Balti and Cahul) and at the prehospital care provider level (National Center for Pre-hospital Emergency Medical Care CNAMUP).
Population level: awareness campaigns and community engagement actions (in partnership with local organizations, community leaders, and patients' groups) will be conducted to inform the general public about medical and public health emergencies and the appropriate use of emergency services. The project will support the development of bystanders' training system in schools, workplaces, community centres, and online platforms in order to enhance basic knowledge and skills of the population and non-health professionals (police, rescue services) on the provision of first aid and cardiopulmonary resuscitation for life-threatening medical events.

The ***WB component will modernise the rehabilitation services.***
Policy level: revision of national protocols on Non-Communicable Diseases (NCDs) to include rehabilitation; development of guidelines and standard operating procedures for transition from hospitals and Primary Health Care (PHC) to rehabilitation follow-up and disease management programs; development of sustainable financing mechanisms for rehabilitation services.

Institutional / healthcare providers' level: development of rehabilitation services in hospitals (acute and post-acute/restorative rehabilitation) and in PHC institutions (integrated step-down care and long-term rehabilitation). Hospitals will be equipped with rehabilitation support materials and equipment to aid patients transitioning from acute care to PHC. Patients will receive training on how to use these adaptive tools and therapeutic equipment (dressing aids, modified eating utensils, resistance bands, etc). In PHC institutions, the WB will support capacity building on integrated care provision for multidisciplinary teams (physicians, nurses, specialized health professionals, incl. specialists in rehabilitation). The PHC institutions will be endowed with assistive equipment and technologies (ergonomic examination tables and mobility aids like wheelchairs, crutches, and walkers, etc.) and with equipment to improve their accessibility to people with disabilities (ramps, rails, etc.).
At the *population level:* development of home-based care models to minimize unnecessary and prolonged hospital-based treatment; provision of home safety equipment (fall detection systems, home monitoring systems, etc.); awareness campaigns on warning signs and the benefits of early treatment of stroke and heart attacks (synergetic to the Healthy Life project campaigns on NCDs' risk factors and primary prevention).

Stakeholders:

- Ministry of Health
- National Health Insurance Company
- National Agency of Public Health
- Agency of Medicines and Medical Devices
- State University of Medicine and Pharmacy
- Centre of Excellence in Medicine and Pharmacy
- National Centre for Pre-hospital Emergency Medical Care (CNAMUP)
- Healthcare providers of primary health care, emergency and rehabilitation care
- National Society of Anaesthesiology and Reanimatology,
- the Moldovan Red Cross
- the National Association of clinical simulation medicine
- patients' organizations
- general population and non-health stakeholders (police, rescue services)

Aligned with the National "Health 2030" strategy, with Moldova's EU-accession agenda and the related "Building European Moldova" National Plan, this project contributes to achieving the Sustainable Development Goals for Moldova.

Annex B
to the Memorandum of Understanding
signed on 31 January 2025

TERMS OF REFERENCE
Steering Committee for the first phase of the Swiss supported Project "Moldova: Continuity of care in case of catastrophic health events – Care4Living"

I. General Provisions

1.1. The present Terms of Reference (ToR) sets out the structure, the mode of operation and the competences of the Steering Committee (SC) for the first phase of the Project "Moldova: Continuity of care in case of catastrophic health events – Care4Living", 01.10.2024 – 30.09.2028. The Project includes two components, as follows: "Strengthening of rehabilitation services in Moldova" component, implemented by the World Bank (WB), and "Strengthening emergency care system in Moldova" component, implemented by the World Health Organization (WHO).

1.2. The overall goal of the Project is that in Moldova, people at risk or with urgent, life-threatening conditions have increased chances of survival and recovery in situations of medical emergencies and public health crises.

1.3. The Project aims at achieving the following outcomes:

a) Moldovan health authorities create favourable conditions for developing integrated, responsive and efficient emergency care services and rehabilitation services.
b) Healthcare providers ensure equitable access to early, quality, and safe emergency care and rehabilitation services.
c) People across Moldova (incl. professionals outside of the healthcare system, general population and refugees) have increased awareness and literacy to act adequately in medical emergencies and know how to use the emergency services appropriately.

1.4. The SC is established based on the Order issued by the Ministry of Health (MoH) and in accordance with the Memorandum signed on 31 January 2025 between the Swiss Agency for Development and Cooperation (SDC) and the MoH on the first phase of the Project "Moldova: Continuity of care in case of catastrophic health events – Care4Living", and is liable within the framework set up in the Framework Agreement between the Government of Moldova and the Government of the Swiss Confederation concerning Humanitarian Assistance and Technical Cooperation dated 20 September 2001. This ToR is an annex to the Memorandum of Understanding signed between SDC and MoH and constitutes an integral part of it.

II. The Functions and Role of the Steering Committee

2.1. The SC performs its authority strictly for the duration of the Project (from 01.10.2024 to 30.09.2028) and provides overall guidance on its implementation.

2.2. The primary function of the SC is to harmonize views and approaches in order to enhance the Project sustainability and impact. Its purpose is also to ensure a good Project coordination and a better synchronization of the activities through regular exchange of information among key Project implementing partners (WB, WHO), SDC, the MoH and other relevant stakeholders.

2.3. The Role of the SC is to:

- supervise the overall implementation of the Project;
- ensure the synergies between both Project components, the quality and timeliness of the Project deliverables and the implementation in compliance with the signed Memorandum of Understanding, governmental policies and national legislation;
- evaluate the progress in the implementation and provide regular feedback to implementing partners;

- approve yearly plans of operation and decide on necessary adjustments and corrective actions, in order to ensure accountability, quality and impact of current and future interventions;
- validate and approve the narrative and fund utilisation reports prepared by the implementing partners;
- advocate with relevant stakeholders for continuous improvements of policy, legal, regulatory and institutional frameworks in health;
- facilitate the cooperation between relevant partners and stakeholders and ensure continuous and effective communication and coordination between Project partners and beneficiaries;
- facilitate the cooperation between the Project and relevant governmental agencies and local authorities;
- check the adherence of Project activities to standards of good practices;
- reconcile differences in opinions and approaches, and agree on common solutions;
- address any issues that have major implications for the Project, e.g. changes in the country context or relevant legislation.

III. The Composition of the Steering Committee and the Responsibilities of the Members

3.1. The SC is composed of representatives of member-institutions:
- Ministry of Health – chair of the SC;
- SDC, represented by the Swiss Cooperation Office / Representation of the Embassy of Switzerland in the Republic Moldova (SCO-M) – co-chair of the SC;
- World Bank (WB);
- World Health Organization (WHO).

3.2. Representatives of member-institutions shall attend all meetings of the SC and review the provided documents in preparation for the meetings.

3.3. In case of illness of a representative of a member-institution, long trips out of the country or other similar circumstances, the institutional core member shall delegate another person to attend the meeting of the SC.

3.4. Representatives of other organizations / agencies relevant for the Project can be invited to the SC meetings to share information and participate in the discussions, whenever necessary.

3.5. The SC is chaired by the State Secretary of the MoH, responsible for the field to which this Project is attributed.

3.6. The implementing partners (WB and WHO) shall ensure the secretariat of the SC on a rotation basis and support the SC by preparing the agenda and all necessary information and materials. WB and WHO will prepare minutes and provide other logistical support as requested (i.e. ensure the availability of necessary equipment, etc.).

IV. Mode of Operation

4.1. The SC meets once every six months. The meetings are called by the MoH (with the logistical support of the implementing partners). Additional (ad-hoc) meetings may be called at the request of any member-institution of the SC.

4.2. The SC meetings can take place if at least one representative of MoH and SDC is present.

4.3. The venue of the SC meetings is the premises of the MoH. In some cases, as an exception, the Chair of SC could propose another location, which meets all necessary requirements for such a purpose. The SC meetings will be limited to two hours, unless otherwise agreed.

4.4. Decisions are taken by consensus and reflected in the minutes.

4.5. The agenda shall be drafted by the implementing partners (on rotation basis) and submitted to all members of the SC for comments and approval at least three weeks prior to the date of the SC meeting.

4.6. The MoH shall give the final approval for the date of the meeting and the agenda, after agreeing on both with the members of the SC, at least one week before the meeting.

4.7. After the official approval of the date and the agenda by the MoH, the Project implementing partners (on rotation basis) shall inform all participants (members and invited participants) and distribute the copy of the Ministerial order and the agenda with all necessary documents attached.

4.8. The Agenda shall include the following information:

- Date and venue;
- List of participants;
- Discussion topics.

4.9. The attached documentation shall include:
- The minutes of the previous SC meeting (copy);
- Information / presentations on the discussion items;
- Summary progress report (narrative and financial);
- Next action plan;
- Other relevant materials.

4.10. The agenda and the attached documentation shall be in Romanian. Translation into English will be made only if required.

4.11. The implementing partner(s) responsible for the secretarial support shall ensure that the minutes of the meeting are prepared and includes the following:
- date and venue;
- participants (present, absent);
- objectives of the meeting and discussion items that were included in the agenda;
- summary of the discussions and proposals made during the meeting;
- decisions taken by the SC;
- signatures.

4.12. The draft minutes (in Romanian and English) shall be submitted to all members for review and feedback within two weeks after the meeting. They shall have one week to comment on the draft minutes.

4.13. The final version of the minutes shall be signed by MoH (State Secretary) and SCO-M (Director or Deputy Director of Cooperation) – two copies in Romanian and two copies in English. The signed originals shall be kept by MoH and SCO-M, while the WB and WHO shall receive copies.

4.14. By agreement of the SC, out-of-session decisions shall be deemed acceptable, and shall be taken through an exchange of letters/e-mail messages. All out-of-session decisions shall also be recorded in the minutes of the next SC meeting.