Memorandum of Understanding

between

The Ministry of Health of the Republic of Moldova

and

The Ministry of Labour and Social Protection of Moldova

and

The Swiss Agency for Development and Cooperation

concerning

the implementation of the third phase of the Project
**"Healthy Life –
Reducing the Burden of Non-Communicable Diseases"**

PREAMBLE

In pursuance and in application of the Agreement between the Government of the Republic of Moldova and the Government of the Swiss Confederation on Humanitarian Assistance and Technical Cooperation, dated September 20, 2001;
With a view to respecting democratic principles and fundamental human rights - particularly the Universal Declaration of Human Rights;
Recognising the need to strengthen the partnership between the central public administration authorities (Ministry of Health of the Republic of Moldova, Ministry of Labour and Social Protection of the Republic of Moldova) and the Swiss Agency for Development and Cooperation, the following terms and conditions have been agreed based on this Memorandum of Understanding.

Article I General Conditions and Definitions

Unless the context requires otherwise, the terms below used in this Memorandum of Understanding shall have the following meanings:

a) "Memorandum" means the Memorandum of Understanding between the Ministry of Health of the Republic of Moldova, the Ministry of Labour and Social Protection of the Republic of Moldova and the Swiss Agency for Development and Cooperation concerning the third phase of the Project "Healthy Life – Reducing the Burden of Non-Communicable Diseases";

b) "Partners" means the Ministry of Health of the Republic of Moldova, the Ministry of Labour and Social Protection 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 third phase of the Project "Healthy Life – Reducing the Burden of Non-Communicable Diseases";

d) "MoH" means the Ministry of Health of the Republic of Moldova;

e) "MoLSP" means the Ministry of Labour and Social Protection of the Republic of Moldova;

f) "SDC" or "Donor" means the Swiss Agency for Development and Cooperation of the Ministry of Foreign Affairs of Switzerland, acting through the Swiss Cooperation Office / Representation of the Embassy of the Swiss Confederation in the Republic of Moldova;

g) "Swiss TPH" means the Implementing Partner - the Swiss Tropical and Public Health Institute;

h) "PFU" means the Local Project Facilitation Unit in Moldova (CRED Moldova).

Article II Implementing Authorities

1. The MoH and the MoLSP shall be the Partner Authorities for the implementation of the Project.
2. SDC shall be the Executive Organization for the application of the Memorandum and implementation of the Project. SDC delegates the implementation responsibility to the Swiss Cooperation Office / Representation of the Embassy of the Swiss Confederation in the Republic of Moldova.
3. SDC shall entrust Swiss TPH with the implementation of the Project.

Article III Goals and Objectives

1. This Memorandum is intended to establish a framework for collaboration and facilitate cooperation between the Partners to implement the Project. The overall goal of the Project is to contribute to the improvement of the health status of Moldova's population by reducing the burden of non-communicable diseases (NCDs).
2. The Project aims at achieving the following main objectives:
   a) National health institutions promote WHO 'best buys' and work in an evidence-based, multisectoral manner to increase health literacy of the population;
   b) Quality integrated services, underpinned by regulations and education of service providers, improve the prevention and management of NCDs;
   c) People take responsibility for their own health, demand their rights, and hold decision-makers to account for reaching even the most vulnerable NCD patients.

Article IV Project Costs and Payments

SDC shall contribute with a total maximum amount of CHF 5,120,000.00 for the implementation of the Project according to the Project Document (Annex A) and conclude a mandate agreement with Swiss TPH, which has been selected following an international tender process, to manage the Project in accordance with SDC regulations. The Swiss contribution shall be disbursed based on Project progress, expenditures incurred and actual requirements.

Article V Scope and Duration of the Memorandum

The main purpose of this Memorandum is to ensure the appropriate conditions for the successful implementation of the Project during the period 01.10.2024 - 30.06.2028.

Article VI Responsibilities and Rights of the SDC

To implement the Project, the Swiss Confederation, through SDC, shall provide the following contributions:

a) Solution-oriented learning and innovation approaches for health and social care authorities, institutions and practitioners, as well as documentation and dissemination of good practices at national level;

b) Technical assistance to partner institutions and appropriate training programmes for health and social care professionals as well as information, education and communication activities for the population;

c) Services provided by international and local experts / consultants for health and social protection authorities and institutions;

d) Project facilitation / implementation, including managed funds and operational costs.

Article VII Responsibilities and Rights of the MoH

The MoH shall undertake the following actions:

a) Lead the reform process and facilitate policy dialogue and cooperation with other ministries as appropriate (Ministry of Labour and Social Protection, Ministry of Education and Research, etc.), other national and local public administrative institutions and counterparts, in order to ensure coherence in NCD control and risk factor prevention based on multisectoral health policies in all areas, integrated person-centred care and healthy city / community approaches and effective transfer of responsibility for subsequent intersectoral coordination and integrated service delivery of the Project to relevant national institutions.

b) Promote an enabling regulatory environment to ensure adequate institutional framework and financing for the sustainable provision of quality and integrated care for NCD patients, including at community level.

c) Facilitate the institutionalization of initial and continuing training programmes for health practitioners and other professionals involved in the prevention, management and care of NCDs.

d) Develop, with the support of the Project, health policies and ensure their implementation through the relevant institutions (National Agency for Public Health, National Health Insurance Company, State University of Medicine and Pharmacy 'Nicolae Testemițanu' of the Republic of Moldova, medical colleges, academia), in collaboration with professional associations, local public authorities, deconcentrated public structures, and civil society.

e) Facilitate the collaboration of the Implementing Partner with intersectoral health teams and other technical working groups at national and local levels established to support actions on NCD control, prevention and reduction of NCD risk behaviours and vulnerabilities.

f) Facilitate an integrated approach to the health and well-being of persons with NCDs and promote interdisciplinary and multisectoral management of health and social care for patients with NCDs.

g) Designate a focal point within the Ministry to support and facilitate the coordination and communication between the Implementing Partner and the relevant departments of the Ministry for the implementation of Project activities in the areas of primary health care and public health, under the Ministry's guidance.

h) Convene, coordinate and participate in Steering Committee (SC) meetings to ensure Project leadership at the highest level and to oversee the quality of Project implementation and the proper delivery of outcomes and outputs, according to the Terms of Reference (Annex B), forming part of this Memorandum.

i) Provide support to facilitate the required visas and permits for short- and long-term experts working under this Project.

j) Ensure the request for exemption from taxes, customs duties, fees and other mandatory payments for all equipment, services, vehicles and materials financed under the grant, as per Article 4.2 of the Agreement between the Government of the Republic of Moldova and the Government of the Swiss Confederation on Humanitarian Assistance and Technical Cooperation, referred to in this Memorandum. The exemption also applies to other institutions sub-contracted by the Project Implementing Partner and/or other third-party contributors to the Project activities.

k) Contribute to the dissemination of knowledge products and innovative solutions developed under the Project.

Article VIII Responsibilities and Rights of the MoLSP

The MoLSP shall ensure the following actions:

a) Engage in the reform process, policy dialogue and cooperation with other ministries as needed (Ministry of Health, Ministry of Education and Research, etc.), other national and local public administrative institutions with the aim to ensure coherence in NCD control, improvement of life quality and prevention of risk factors through cross-sectoral policies in the field of social care and long-term care.

b) Improve the regulatory framework to ensure an appropriate institutional framework and sustainability in the provision of NCD integrated models of care, long-term care services for vulnerable adults, elderly and persons with disabilities, community services and facilities (community social care, social day and foster care, etc.).

c) Facilitate an integrated approach to foster the health and well-being of vulnerable adults, the elderly and people with disabilities living with NCDs and make all necessary arrangements with the MoH to ensure an interdisciplinary and multisectoral management of community health and social care.

d) Cooperate with other Partners on issues related to organizing initial and continuous training for social care practitioners and other professionals involved in the provision of long-term care and other community-based services.

e) Facilitate participation of the MoLSP, territorial social assistance agencies, territorial structures of social assistance and public institutions in the training sessions / seminars / working groups organized by the Implementing Partner and ensure integration of the Project activities in the social care system.

f) Create, as far as possible, enabling conditions for the Implementing Partner's activities and collaborate with social sector representatives, engage in national and local technical working groups set up to support actions related to the prevention and reduction of risk factors and vulnerabilities associated with NCDs.

g) Designate a focal point representing the MoLSP to act as a liaison between the MoLSP and the Implementing Partner and to facilitate communication with relevant departments of the MoLSP, as well as the organization of Project's activities.

h) Designate a member of the MoLSP to attend Project SC meetings, which are aimed at strategically steering the Project and at overseeing the quality of the Project implementation and the proper delivery of the Project outcomes and outputs, in accordance with the Terms of Reference (Annex B), which are part of this Memorandum.

i) Contribute to the dissemination of knowledge-based products and innovative solutions developed under the Project.

Article IX Supervision and Coordination

1. A Steering Committee (SC) shall be established to ensure the overall supervision and coordination of the Project, as well as to address policy issues. The SC shall convene at least twice a year. The SC shall have a quorum only when representatives of the three Partners are attending, and decisions are taken, as a rule, by consensus.

2. The Final Review Session at the end of the third Project phase shall analyse the Project results.

3. The SC shall comprise the following member institutions:
   a) Ministry of Health of the Republic of Moldova – chair;
   b) Ministry of Labor and Social Protection of the Republic of Moldova - member;
   c) SDC, represented by the Swiss Cooperation Office/Representation of the Embassy of the Swiss Confederation in the Republic of Moldova - member;
   d) Implementing Partner (Swiss TPH) - secretariat / non-voting.

Each of the member institutions shall designate a representative to attend the SC meetings in order to ensure continuity and coherence in its composition. Representatives of other organizations / agencies relevant to the Project may 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 (see Terms of Reference - Annex B):
   a) Provide support and guidance to the Project in identifying solutions to important implementation issues;
   b) Settle any potential disagreements that may arise during the Project implementation;
   c) Approve the Project Activity Plan, submitted at the beginning of each year of Project implementation;
   d) Discuss and exchange information on policy issues or other relevant issues.

5. Extraordinary meetings may be convened at the request of any SC member. Meetings are convened by the SC Chairperson.

Article X Reporting and Information

1. Progress reports shall be drafted by the Implementing Partner as defined in the individual agreement with SDC and shall be submitted to the SC.
2. Partners shall promptly notify each other of any situation arising, which may affect the Project implementation.
3. The MoH and the MoLSP shall cooperate and assist SDC or the Implementing Partner in the preparation of the audits, their follow-ups and in Project evaluations.

Article XI Monitoring and Evaluation

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

Article XII Procurement of Goods and Services

The procurement of goods and services shall follow the Swiss procurement rules and procedures. The goods procured shall be delivered directly to the beneficiary institutions, in coordination with the MoH and MoLSP, in compliance with the signed contracts and the relevant procurement rules.

1. Goods provided by SDC for use within the Project shall remain at the unrestricted disposal of the Project for the duration of the Project and shall not be diverted from the beneficiary institutions without the prior written consent of SDC and the Implementing Partner.
2. Beneficiary institutions shall keep an appropriate inventory of the assets concerned. The inventory shall be updated annually or as required, indicating the status, the person responsible and the location of each item.
3. Should the Project be discontinued for any reason, the use of the goods provided with the Swiss contribution shall be agreed in writing by the Partners.
4. At the end of the Project, the Partners shall agree in writing on the ownership and use of the assets delivered during the Project and which have not yet been handed over.

Article XIII Termination of the Memorandum

1.1. A Partner may request the termination of this Memorandum by notifying the other Partner through diplomatic channels. 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.
A Partner may request immediate termination of the Memorandum as a result of a material breach. A material breach is defined as a violation of one of the fundamental objectives of the Memorandum, and more specifically:

a) failure to implement the Project in accordance with the terms of this Memorandum, established objectives or a material breach of the terms of this Memorandum;
b) when part of or all funds are not used for their specific purpose;
c) failure to submit to the SC reports or information requested;
d) changes in the Project without SC and donor approval;
e) occurrence of events delaying or rendering impossible the implementation of the financed Project or requiring a change to the Project and which are not reported immediately.

1.2. In case of force majeure events (natural disasters, etc.) preventing the execution of the Memorandum, any Partner may request the suspension for the duration of the force

majeure situation or the termination of the Memorandum with effect from the moment it becomes impossible to implement it.

2. In the event of premature termination of this Memorandum or at the end of the Project, any unspent funds provided under the Project shall be returned to SDC, provided that force majeure does not prevent this.

Article XIV Amendment of the Memorandum and Settlement of Disputes

1. Any changes or amendments to this Memorandum shall be made in writing with the consent of the Partners.
2. Any changes or amendments to this Memorandum shall be formulated in specific protocols and shall become effective in accordance with the provisions of Article XVII of this Memorandum.
3. In the event of any dispute arising between the Memorandum Partners in the framework of their cooperation, said dispute shall be mediated under the principle of good faith by all available amicable means.

Article XV Anti-Corruption Clause

Partners shall neither directly nor indirectly propose benefits of any kind under this Memorandum. Nor shall they accept such proposals. Any corrupt or illegal behaviour shall constitute a material breach of this Memorandum and shall justify its termination as well as and/or further remedial action in accordance with applicable law.

Article XVI Annexes

The Project Document (Annex A) and the Project SC Terms of Reference (Annex B) form an integral part of this Memorandum.

Article XVII Duration and Effectiveness

This Memorandum shall cover the period from October 1, 2024 to June 30, 2028.

The Memorandum shall become effective on the date of signature by the last of the three Partners and shall be effective until June 30, 2028.

For the Ministry of Health of the Republic of Moldova	**For the Ministry of Labour and Social Protection of the Republic of Moldova**	**For the Swiss Agency for Development and Cooperation**
Ala Nemerenco Minister	Alexei Buzu Minister	Guido Beltrani Director of Cooperation
Signature	Signature	Signature .....

Memorandum concluded in Chisinau, on August 15, 2025, in three originals, each in Romanian and English, all texts being equally authentic. In case of any divergence of interpretation, reference shall be made to the English version.

Annex A

to the Memorandum of Understanding signed on August 15, 2025

SUMMARY OF THE PROJECT DOCUMENT FOR

the third phase of the Project "Healthy Life – Reducing the burden of non-communicable diseases"

Implementation period: 1 October 2024 – 30 June 2028

Implementing partners: Swiss Tropical and Public Health Institute (Swiss TPH)

SDC contribution: CHF 5'120'000

The overall goal of the Project is to contribute to the improvement of the health status of the Moldovan population through the reduction of the burden of non-communicable diseases (NCD).

The Project aims at achieving the following **outcomes**:

a. National health institutions promote WHO 'best buys' and work in an evidence-based, multisectoral manner to increase health literacy of the population;
b. Quality integrated services, underpinned by regulations and education of service providers, improve the prevention and management of NCDs;
c. People take responsibility for their own health, demand their rights, and hold decision-makers to account for reaching even the most vulnerable NCD patients.

Stakeholders:
The Project will continue having national coverage, with some activities (related to Primary Health Care PHC) benefitting also the Transnistrian (TN) region. The *direct beneficiaries* are the general population; patients (incl. refugees from Ukraine) at risk of / with NCDs, those with multiple chronic conditions and those socially vulnerable, and their families. *Target groups:* public health and PHC professionals, social workers, relevant central and local public authorities, community leaders, and civil society.

The Project works closely with **central authorities, governmental agencies and policy makers** such as Ministry of Health (MoH), Ministry of Labour and Social Protection (MoLSP), National Agency of Public Health (NAPH), National Health Insurance Company (NHIC), National Agency for Social Assistance, Ministry of Education and Research, Ministry of Agriculture and Food Industry, National Agency for Food Safety, the thematic health and social protection Parliamentary Commission, and medical **educational institutions**. They are key drivers of reforms in the health and social sectors.

The Project team will continue providing capacity-building, technical expert assistance, and management support to stakeholders directly interested in the Project, in order to enable their involvement in the implementation of Project-inspired interventions related to quality improvement, planning, monitoring and evaluation cycles beyond the lifespan of the Project. These include PHC and social **service-providers**, **territorial public health units**, **professional associations** of family doctors and nurses and **local public authorities** (**LPAs)**. The Project interventions help them clarify their tasks and to improve and simplify their work related to health promotion, NCD prevention and management. The Project also works with **patients**, their

associations and families in view of fostering accessibility and quality of care, but also in order to empower them to better manage their chronic conditions.

There are institutions that support reforms in the wider health sector, but with only indirect interaction with or interest in Project interventions: **mass media** and **social media**, various **civil society organizations (CSOs)**, **community** and **advocacy groups**, and selected **private partners**. They may be involved in some specific elements of the Project. The Project will also intensify collaboration, build synergies and stronger alliances with **international donors** and **development partners** (DPs) supporting the health sector, such as the EU Delegation, World Bank, World Health Organization and other UN agencies.

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

Intervention strategy

After testing and scaling-up its approaches in the first and second phases, in its third (exit) phase, the Project will focus on handing over the developed models of NCD prevention and management (e.g., revised working modalities and division of tasks at PCH level, Chronic disease self-management programme (CDSMP)) to relevant stakeholders, ensuring that they are embedded in national policies, institutional plans and budgets. The Project will also work on strengthening *national ownership* and on ensuring *complementarity* with interventions supported by other donors / development partners. By enhancing the capacities and increasing the efficiency of PHC system and its cooperation with other sectors (for the provision of integrated services), the Project also contributes to strengthening the overall resilience of the health system to current and future crises.

Policy/national level: The Project will step up its policy influencing efforts to ensure the sustainability of systemic changes and to further strengthen institutional capacities of key national partners. In the spotlight are the *further development of the regulatory framework* on integrated community care (ICC), community health assistants/nurses, territorial public health councils, preventive measures (prophylaxis) fund managed by the National Health Insurance Company (NHIC), payment mechanisms of PHC providers to ensure coverage of additional costs related to ICC and reimbursed medicines for NCDs, and recognition of chronic conditions as a social vulnerability. The Project will build coalitions to advocate for *greater investment in health promotion and NCD risks reduction* and engage in school education and multi-sectoral activities. The Project's research component, which actively involves local young doctors/researchers, provides evidence on country specific determinants of NCDs and validates the Project approaches by assessing their effectiveness.

Institutional level: The Project will continue *capacity building* and *organisational development* at national (NAPH), district and community levels, in line with the National NCD Program and Action Plan, to promote WHO best buys, incl. policies to reduce the demand of unhealthy products. The collaboration between NAPH district-level structures and community medical assistants (CMAs) as extension of PHC in communities, piloted in previous two phases, will be further encouraged, with greater focus on NCD prevention and health promotion. Specific capacity building in health promotion and *behavioural change* will be provided, as a part of Continuous Medical Education Program, to public health institutions (NAPH) and other actors (medical training institutions, patients' associations, etc.). In the first two years of the phase, the Project will continue using the *small grant modality* for quality improvement Projects in PHC facilities and may still provide equipment support. In the previous phase, seven polyclinics from the TN region received essential equipment for better NCD diagnostics (electrocardiographs, pulsoximeters, examination lamps); the Project will build on this investment and offer training for medical staff in TN (e.g., on PEN protocols and health promotion).

With the community/population level at the centre of the intervention logic, and in line with its *Health in all policies* strategy, the Project will continue strengthening the local public authorities (LPAs) role in shaping inclusive local policies and living environments conducive to health. In districts that have joined the Project more recently, until the end of the second year of the exit phase, the Project will continue providing *small grants* for community-level health promotion activities and for local ICC plans with mandatory contributions from local actors. The health promotion activities will be gradually handed over to local resource persons (PHC staff). These activities encourage people to take active responsibility for their own health and promote health seeking behaviours, allowing for stronger interlinkages with health services developed through other Swiss-funded projects (Community Mental Health Centres, Youth Friendly Health Centres). To hand over community actions aimed at reaching the most vulnerable, the Project will continue capacitating local CSOs, community members and leaders to demand better accessibility of services (esp. for disadvantaged groups), to give feedback on the quality of these services, and to hold authorities to account for the fulfilment of people's fundamental rights to health and wellbeing. The Project will continue scaling up and handing over to national stakeholders the CDSMP developed and successfully piloted during the previous phases.

To consolidate the achievements and ensure their *sustainability*, the Project will continue serving as a facilitator for the implementation of the supported activities, and as a coach in the process of fully transferring responsibilities, incl. for ensuring sustainable financing, to national stakeholders. The *end of Project vision* is that, by 2028, environments are health-enabling both at the national level (*Health in all policies*) and at the local level (healthy communities); PHC services cooperate with LPAs and other relevant actors to deliver integrated people-centred services that are accessible and affordable for everyone, incl. vulnerable groups; and that people have a more responsible attitude towards their own health and adopt healthier lifestyles.

Annex B
to the Memorandum of Understanding
signed on August 15, 2025

TERMS OF REFERENCE
Steering Committee for the third phase of the Swiss-supported Project "Healthy Life – Reducing the burden of non-communicable diseases"

I. General Provisions

1.1. The present Terms of Reference (ToR) set out the structure, the mode of operation and the competences of the Steering Committee (SC) for the third phase of the Project "Healthy Life – Reducing the burden of non-communicable diseases", to be implemented during the period 01.10.2024 – 30.06.2028.

1.2. The overall goal of the Project is to contribute to the improvement of the health status of the Moldovan population through the reduction of the burden of Non-Communicable Diseases (NCDs).

1.3. The Project aims at achieving the following outcomes:
a) National health institutions promote WHO 'best buys' and work in an evidence-based, multisectoral manner to increase health literacy of the population;
b) Quality integrated services, underpinned by regulations and education of service providers, improve the prevention and management of NCDs;
c) People take responsibility for their own health, demand their rights, and hold decision-makers to account for reaching even the most vulnerable NCD patients.

1.4. The SC is established based on the Order issued by Ministry of Health (MoH) and in accordance with the Memorandum of Understanding signed on August 15, 2025 between the Swiss Agency for Development and Cooperation (SDC) and the Ministry of Health (MoH) and the Ministry of Labour and Social Protection (MoLSP) on the third phase of the Project "Healthy Life – Reducing the burden of non-communicable diseases", and is liable within the framework set up in the Agreement between the Government of the Republic of Moldova and the Government of the Swiss Confederation concerning Humanitarian Assistance and Technical Cooperation, signed on 20 September 2001. These ToR are an annex to the Memorandum of Understanding signed between SDC and MoH and MoLSP and constitute an integral part of it.

II. The Functions and Role of the SC

2.1. The SC performs its authority strictly for the Project duration (01.10.2024 to 30.06.2028) 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 good Project coordination and a better synchronization of the activities through regular exchange of information among Project implementing partner, SDC, the MoH, the MoLSP and other relevant stakeholders.

2.3. The Role of the SC is to:
- supervise the overall implementation of the Project;
- ensure 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;
- decide on necessary adjustments and corrective actions, in order to ensure accountability, quality and impact of current and future interventions;
- validate 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 SC and the Responsibilities of the Members

3.1. The SC is composed of representatives of following member-institutions:

a) Ministry of Health of the Republic of Moldova – chair;
b) Ministry of Labour and Social Protection of the Republic of Moldova – member;
c) SDC, represented by the Swiss Cooperation Office/ Representation of the Embassy of Switzerland to the Republic of Moldova – member;
d) Implementing partner (Swiss TPH) – secretariat/non-voting.

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, long trips out of the country or other similar circumstances, the representative shall delegate another person within the same institution/organisation 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 Minister or a State Secretary of the MoH, who is responsible for the field to which this Project is attributed.

3.6. The implementing partner (Swiss TPH) shall ensure the secretariat of the SC and support the SC by preparing the agenda and all necessary information and materials. Swiss TPH 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 partner). 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 the representatives of MoH, MoLSP and SDC are present.

4.3. The venue of the SC meetings is at the premises of the MoH. In some cases, as an exception, the Chair of the SC could propose another location, which meets all necessary requirements for such a purpose. The SC meetings will be limited to 2 hours, unless otherwise agreed.

4.4. Decisions are taken, as a rule, by consensus and reflected in the minutes.

4.5. The agenda shall be drafted by the Implementing Partner and submitted to all members 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 date and agenda by the MoH, the Implementing Partner 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 previous meeting (copy);
- Information / presentations on the discussion items;
- Summary progress report (narrative & 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 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 of the SC 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), MoLSP (State Secretary) and Swiss Cooperation Office / Representation of the Embassy of the Swiss Confederation in the Republic of Moldova (SCO-M) (Director or Deputy Director of Cooperation) – three copies in Romanian and three copies in English. The signed originals shall be kept by MoH, MoLSP and SCO-M, while the Swiss TPH shall receive copies.

4.14. In agreement with 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.