# IMPLEMENTATION AGREEMENT

between

**Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH**
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn
Germany

- hereinafter referred to as "GIZ" -

and

**Ministry of Labour and Social Protection of the Republic of Moldova**
1 Vasile Alecsandri Street
Chisinau, MD-2009
Republic of Moldova

- hereinafter referred to as the "MLSP" -

concerning the project

"Youth employment promotion in Moldova"

- hereinafter referred to as the "Project" -

## Basis of the Agreement

The following shall form the basis of this Agreement:

- the Agreement between the Government of the Republic of Moldova and the Government of the Federal Republic of Germany on Technical Cooperation dated 10 July 2014, ratified by Law No. 58 from 09/04/2015,

- the Arrangement by way of Exchange of Notes between the Government of Moldova and the Government of Federal Republic of Germany on Technical Cooperation for the financing of the projects "Promoting Youth Employability in Moldova", "Energy Efficiency and Renewable Energy for Moldova" and "Attractive and Efficient Public Administration for Moldova" dated 11/12/2023 and 18/12/2023 with reference to the governmental negotiations of 03/07/2023 (Arrangement).

In accordance with Article 2 of the aforementioned Agreement and Paragraph 3 of the aforementioned Exchange of Notes dated 11/12/2023, details of the Project are to be laid down in an agreement between GIZ and MLSP. GIZ is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany.

## 1. Project objective and indicators

The objective of this Project reads "More young people who are not in education, training or employment have found good jobs in Moldova".

The political implementation partner of the Project is the MLSP of the Republic of Moldova.

GIZ and MLSP are jointly committed to this objective.

Indicators that will serve to jointly measure the Project results:

1. By bringing 1,500 young people from the NEET group (65 % of whom were female and 50 % from rural regions) who took part in qualification or counselling measures, supported by the Project into employment, a total of 2,162 young people have found a decent job in Moldova.

   Baseline: 662 young people from the NEET group in employment (662 young people aged 15-24 were placed in employment by the National Employment Agency – hereafter referred to as NEA – nationwide in 2022)

   Target value: 2,162 young people from the NEET group in employment, 65 % of whom are female and 50 % from rural regions (12/2027)

2. 1,050 (70 %) of the 1,500 young people from the NEET group who were supported by the module and found employment were satisfied with their work situation, 65 % of whom were female and 50 % from rural regions.

   Base value: 0 employed young people from the NEET group (such surveys have not yet been carried out by the national employment agency)

   Target value: 1,050 (70 %) of 1,500 young people from the NEET group who receive support, 65 % of whom are female and 50 % from rural regions (12/2027)

3. 1,050 (70%) of 1,500 young people from the NEET group who found employment through the support of the Project (65% of whom were female and 50% from rural areas) confirmed that the counselling and training measures provided by ANOFM or selected youth organisations were relevant to obtaining employment.

   Baseline: 0 young people from the NEET group in employment (no such surveys have been conducted by the national employment agency to date, 06/2025)

   Target value: 1,050 (70%) of 1,500 young people from the NEET group in employment, 65% of whom are female and 50% from rural areas (12/2027)

## 2. Contributions to the Project by the Government of the Federal Republic of Germany via GIZ

In accordance with the Exchange of Notes dated 11/12/2023, the Government of the Federal Republic of Germany shall provide GIZ with up to EUR 3,800,000 (in words three million and eight hundred thousand euros) for the German contribution. This amount shall include the costs incurred by German Implementing Organisation.

### Provision of experts

GIZ shall make available for the Project:

- a seconded expert on employment promotion to be responsible for the contribution of GIZ and who shall at the same time be leader of the team of experts made available for this Project for the duration of the phase described in Clause 4 below.
- a national long-term expert primarily focusing on strengthening the Labour Market Observatory of the Employment Agency and improving cooperation with the territorial employment offices and business associations in data collection (up to 48 months),
- national long-term expert primarily supporting training providers in the design, testing and accreditation of new courses, the further training of management and teaching staff and the establishment of cooperative relationships with trade associations and companies (up to 48 months).
- national long-term expert advising the selected regional offices of NEA on the development of local networks and the design of local *outreach strategies* and ensure the corresponding training of stakeholders at local and regional level (up to 48 months).
- national long-term communication expert supporting the role out of the outreach strategies and its adequate presentation in media channels (up to 48 months).
- national gender expert focusing on mainstreaming gender-responsive approaches in the project (up to 12 months).
- national long-term monitoring and evaluation expert (up to 24 months).
- national long-term national employee responsible for financial and administrative matters (up to 24 months).

In addition, GIZ shall make available, for the duration of the ongoing phase of the Project (as indicated in Clause 4 below), national and international short-term experts on various topics related to supporting, advising and implementing the youth employment project.

The experts to be made available by GIZ as laid out above will directly support the ongoing reform on improving NEA's services (2023 – 2026) and contribute to achieving the reform's objectives, such as better targeting different categories of unemployed people, providing more qualitative and demand-oriented employment services, and enhancing NEA's institutional performance.

### Supply of materials and equipment

GIZ shall supply the following items to equip the technical infrastructure:

- office furniture and IT equipment
- office and logistical facilities for the staff and experts

- project car

Pursuant to Art. (2) of the Agreement and paragraphs 6-8 of the Understanding underlying this Agreement, materials and equipment intended for the endowment of technical infrastructure shall be exempt from taxes, duties and other compulsory internal payments.

**Basic or further training outside the Project**

GIZ shall provide basic training (or further training) for partner experts on all implementation levels according to the needs in relation to the achievement of the project objectives. This can include on-the-job training, coaching, peer-to-peer learning and mentoring.

**Operating and administrative costs**

GIZ shall bear the operating and/or administrative costs associated with the processing of the German contribution to the Project.

**Other contributions**

GIZ shall make the following additional contributions:

- support to a limited extend providing equipment for partner institutions (e.g. territorial employment offices, NEA, training providers)
- financial contributions of up to 225.000 EUR in total. The details of this financial contributions shall be laid down in a financing agreement between GIZ and the recipient of the financial contribution.

## 3. Contributions by MLSP

**Provision of experts and auxiliary personnel**

The MLSP shall provide support to the Project throughout the duration of the intervention in a sufficient and timely manner.

The MLSP will involve relevant staff to support the overall implementation of the Project. Their role will be to facilitate coordination among stakeholders and ensure that agreed-upon contributions are met.

In addition, further implementation partners shall each provide professional experts from their specialised departments and support the project manager and project staff in their cooperation with other national entities and stakeholders and in any day-to-day work. Implementation partners shall release the experts from their work for training purposes, if required. In total the provision of professional experts will make up to 72 months.

Further implementation partners include, but are not limited to:

- State Chancellery
- Ministries, especially the Ministry of Education and Research
- NEA and its territorial employment offices

- Subnational government structures
- State institutions and state-owned companies
- Chambers, associations
- Vocational schools, especially Centres of Excellence of Vocational Education and Training, as well as training providers

### Costs

This Agreement does not involve any additional costs for the participating authorities. Any related costs will be borne by the funds already approved in the respective budgets, without the need to allocate additional financial resources from the state budget. MLSP will ensure the participation of NEET young people from the target group in the voucher scheme, within the limit of their availability, while personnel and internal travel costs, as well as operational and administrative costs of partners' staff related to the project activities will be covered by the respective implementing partners.

### Provision of sites, buildings and work premises

MLSP shall make available to the Project free of charge the following sites and buildings, including equipment and furnishings, insofar as such equipment and furnishings are not supplied by GIZ:

- one workplace in the premises of NEA or a collaborating entity, including furnishing, internet and telephone connections for the integrated expert,
- the potential provision of further office space is subject to bilateral discussions between GIZ and respective implementation partners.

Furthermore, the MLSP and subordinated institutions shall make available, within the available limits, the premises required to carry out the planned measures, such as trainings, events, workshops or meetings together with sufficient and suitable equipment and furnishings.

## 4. Other provisions

### Evaluation

GIZ may undertake an evaluation of the Project during or after implementation of this Agreement. To this end, GIZ shall second experts/appraisers to the Project. MLSP and NEA as well as other implementing partners shall participate in the evaluation. It shall in all cases assist the expert(s)/ appraiser(s) in their work and allow them to examine all the necessary documents.

MLSP and NEA and the other implementing partners shall be informed of the results of the evaluation by means of a report.

**Suspension of contributions and termination of Agreement**

This Agreement will continue until the end of the partnership period as agreed provided however that:

(a) in the event of a breach by one of the Parties of the terms of this Agreement , the non-breaching Party may request the breaching Party in writing to remedy such breach within thirty (30) days and if the breaching Party shall fail to remedy said breach within the specified time, or if the breach cannot be remedied, the non-breaching Party may terminate this Agreement forthwith in writing, without prejudice to any right which may have accrued to the breaching Party.

Under specific valid circumstances outlined in writing, this Agreement can be terminated by each of the parties with at least (1) month written notice.

Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the Agreement are brought to an orderly conclusion.

**Term of Agreement**

Save as provided in Clause 4 above on the suspension of contributions and termination of the Agreement, this Agreement shall be valid for the duration of the ongoing phase of the Project (currently scheduled to run from 01/2024 to 12/2027). The term of this Agreement may be extended in the event of a delay in the execution of the German contribution as laid down in this Agreement and in the execution of the agreed contributions of MLSP.

**Adjustment of Agreement**

Any changes in the Agreement or Projects shall require both Parties prior consent. The Party proposing changes shall inform the other thereof immediately, stating reasons, the planned measures and the consequences of changes. Execution of such measures may commence only on the basis of revised planning and upon both Parties written consent.

GIZ may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

**Written form**

Amendments and additions to this Agreement, and any other important declarations and communications of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to GIZ, it shall suffice for them to be received by the team leader of the experts provided. All correspondence between partners under this agreement shall be made in English or Romanian language.

**Agreements with individual implementing organisations**

The person responsible for the contribution by GIZ and the person(s) responsible for the contributions by the partner organisation or other implementing organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), or in any other suitable way lay down those details in

writing and, where necessary, adjust any such agreement to take into account developments in the Project.

**Government arrangements**

As to the rest, the provisions of the Agreement between the Government of the Republic of Moldova and the Government of the Federal Republic of Germany on development cooperation, signed in Berlin on July 10, 2024, and the Understanding, drawn up by exchange of notes, between the Government of the Republic of Moldova and the Government of the Federal Republic of Germany on technical cooperation for the financing of the projects "Promoting Youth Employability in Moldova", "Energy Efficiency and Renewable Energy for Moldova" and "Attractive and Efficient Public Administration for Moldova" of 11. 12.12.2023 and 18.12.2023 both referred to at the beginning of this Agreement, shall also apply to this Agreement.

**Financial obligations**

This Agreement creates financial obligations only to the extent explicitly specified in Sections 2 and 3 above, where:

- GIZ shall bear the operational and administrative costs associated with its contributions as detailed in Section 2
- Partner institutions shall bear their respective costs as detailed in Section 3
- No additional financial obligations beyond those specifically outlined in this Agreement shall be created for either Party.

**Confidentiality**

The parties will take all reasonable measures compatible with the legislation in force to preserve the confidentiality of information that constitutes a state or commercial secret and not to disclose such information to any third parties without the express permission of the other party; provided, however, that this obligation of confidentiality and nondisclosure shall not extend to information that: (a) is known to the disclosing party prior to the effective date of this Agreement; (b) enters the public domain through no fault of the party for disclosure; or (c) is required to be disclosed by the disclosing party.

**Resolution of disputes**

Parties will use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this Agreement.

**Emblems, names and logos**

Neither Party may use the emblem, name or logo of any other Party without the express of their prior consent.

**Protection of personal data**

The parties shall ensure the protection of personal data, which is collected, used and/or stored during the implementation of the Project, in accordance with the respective national legislation.

Respective personal data will be used by the parties only for the purposes for which it was provided. Use for other purposes will only be permitted with the prior authorization of the transmitting Party.

The recipient is obliged to effectively protect the transmitted data: from accidental or unauthorised destruction, accidental loss, accidental or unauthorised alteration, accidental or unauthorised disclosure, accidental or unauthorised access or accidental or unauthorised publication. The control of compliance with the legal provisions on the protection of personal data in the framework of the implementation of this Agreement will be the responsibility of the National Personal Data Processing Compliance Authority and, in the case of cross-border transmission of personal data, of the personal data processing compliance authority of the State corresponding to the party concerned. In the case of the need to transmit personal data abroad, the concrete purpose of the transmission will be specified in the terms of reference for each proposed action. Neither party shall transmit personal data abroad until it has obtained the consent of the other party to carry out the action.

**Miscellaneous provisions**

The Agreement is of a voluntary nature, neither Party can oblige the other Party to participate in joint activities. All additions, amendments and annexes to this Agreement shall form an integral part thereof and shall have equal legal force if they are in writing, signed by the authorized representatives of the Parties and confirmed by the seals/stamps of the Parties.

Reporting on the implementation of this Agreement will be done on a regular basis during semi-annual meetings of a Steering Committee, which includes representatives of MLSP, GIZ, German Embassy and others and will be carried out through the preparation of Statistical and Narrative Reports on the implementation of the proposed activities.

The final report on the implementation of this Agreement will be prepared one month before the expiry date of the present agreement and shall contain the contribution of both parties.
In the settlement of matters not covered by this Agreement, the Parties shall be guided by the laws in force in the Republic of Moldova. Parties will comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this Agreement.

**Entry into force, copies**

This Agreement shall enter into force on the date it is signed by both parties hereto. It shall be drawn up in two originals, in two languages, English and Romanian.

Chisinau, 24.2.2026

**GIZ**

Claudia Hermes,
Country Director,
GIZ Office Chisinau

Dr. Rolf Peter,
GIZ Project Manager,
"Youth Employment Promotion in Moldova"

Chisinau, 24.2.2026

**Ministry of Labour and Social Protection**

Natalia Plugaru,
Minister of Labour and Social Protection