MINISTRY OF LABOUR
AND SOCIAL PROTECTION
OF THE REPUBLIC OF MOLDOVA

IFRC

Agreement number: **CLMX055520**

PROJECT COOPERATION AND FUNDING AGREEMENT

between

The International Federation of Red Cross and Red Crescent Societies

and

The Ministry of Labour and Social Protection of the Republic of Moldova

in respect of Support to the Operation of Refugee Accommodation Centres and Winterization Assistance in the Republic of Moldova

This Project Cooperation and Funding Agreement (the "Agreement"), is concluded between:

The International Federation of Red Cross and Red Crescent Societies, an international humanitarian organisation, with its headquarters at Chemin des Crêts 17, Petit-Saconnex 1209, Geneva, Switzerland, referred to as "***IFRC",***

and

The Ministry of Labour and Social Protection of the Republic of Moldova, a central specialized body of public administration responsible for implementing governmental policies in the fields of **labour,** social protection, demography, and gender equality, as well as in the areas of prevention and combating of domestic violence, prevention and combating of trafficking in human beings, and rehabilitation of victims of crimes, with headquarters at 1 Vasile Alecsandri Street, Chișinău, MD-2009, Republic of Moldova, referred to as "***MoLSP".***

IFRC and MoLSP are jointly referred to as ***the Partners***.

PREAMBLE

WHEREAS the IFRC is an international organisation headquartered in Geneva on the basis of a status agreement executed with the Swiss Federal Council. The IFRC serves the world's largest humanitarian network of 191 National Red Cross Red Crescent Societies and over 17 million volunteers that act before, during and after disasters and health emergencies to meet the needs and improve the lives of vulnerable people without discrimination as to nationality, race, religious beliefs, class or political opinions. The IFRC's objective is to "inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by the National Societies, with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and the promotion of peace in the world";

WHEREAS IFRC operates in the Republic of Moldova under the *Agreement between the Republic of Moldova and the International Federation of Red Cross and Red Crescent Societies on the Legal Status,*

Privileges and Immunities of the International Federation of Red Cross and Red Crescent Societies in the Republic of Moldova, signed on 25 July 2023 and ratified by Law No. 327 of 9 November 2023;

WHEREAS MoLSP is a central specialised body of public administration governed by the Constitution of the Republic of Moldova, by Law No. 136/2017 on the Government, by other normative acts, the decrees of the President of the Republic of Moldova, as well as by the orders and decisions of the Government;

WHEREAS MoLSP develops and coordinates national policies aimed at improving the welfare of the population and ensuring the inclusion and protection of vulnerable groups, including refugees and persons granted temporary protection, and is responsible for organising, supervising, and financing Refugee Accommodation Centres (RACs) in accordance with national regulations;

CONSIDERING THAT since 2023, IFRC and MoLSP have cooperated under their first cooperation and funding agreement in maintaining and operating RACs across the Republic of Moldova, ensuring dignified, safe, and effective assistance to persons affected by displacement;

RECOGNIZING the shared objectives of IFRC and MoLSP to strengthen institutional capacity, improve coordination mechanisms, and ensure that humanitarian and social protection systems can respond effectively to evolving needs;

THEREFORE, IFRC and MoLSP intend to continue their cooperation to sustain the functioning of RACs, enhance institutional preparedness, and support the resilience of vulnerable populations through coordinated, inclusive, and people-centred actions.

This Agreement sets out the framework for continued collaboration, with emphasis on technical assistance, institutional support, and joint implementation of activities.

It is concluded as an inter-institutional cooperation and funding arrangement and does not constitute an international treaty.

NOW, therefore, in consideration of the mutual premises and covenants herein contained, the Partners agree as follows:

1. Objective and Activities

1.1 The objective of this Agreement is to define the framework of cooperation between IFRC and MoLSP in providing assistance to all refugees from Ukraine staying in active Refugee Accommodation Centres (RACs). The action aims to support ongoing operational expenses, including staff cost, goods and services, inventory, and circulating materials. The provision of this support is essential for assuring the effective operation of RACs and promoting the beneficiaries' well-being and comfort.

1.2 The above-mentioned expenses are eligible to be covered by the budget allocated for the operation of RACs, as established by the Regulation on the Organisation and Operation of RACs, approved by Order No. 21 of the Minister of Labour and Social Protection on 26 February 2022 and amended by Order No. 63 of 25 April 2023. In accordance with international protection standards, the Partners concur that guaranteeing these expenses for the operation of RACs is necessary for refugees to realise their rights.

1.3 The target group includes the active RACs located throughout the country. These RACs serve as temporary residences for refugees from Ukraine who have sought shelter in the Republic of Moldova. The focus is specifically on providing support to improve the welfare and well-being of these refugees within the RACs. The final beneficiaries comprise several key stakeholders. Firstly, the refugee communities residing in the active RACs will directly benefit from the support provided. Their living conditions and access to essential services will be enhanced, ensuring a safer and more comfortable environment. Additionally, the management of the RACs, including the structures of social assistance at the local and district levels, will benefit from the collaboration. The support will alleviate financial

burdens and enable the RACs to function efficiently, ensuring proper care and assistance for the refugee populations. Lastly, MoLSP will benefit from the cooperation as it fulfils its mandate to safeguard the welfare and well-being of refugees in the Republic of Moldova.

1.4 The anticipated result of the project is that all active RACs in Moldova will receive assistance in covering their operating expenses. This support is essential to maintain uninterrupted access to accommodation services meeting international standards. It intends to provide continued operation of the refugee-hosting facilities until a sustainable state- or donor-funded solution for the running of RACs is secured. As a result, the RACs will continue operating effectively, providing a safe and comfortable living environment for the refugees from Ukraine.

1.5 This assistance is expected to directly benefit an estimated number of 3 500 refugees that may be residing in these RACs throughout 2026 (or more, up to 10 000 in case of a massive influx of refugees), enabling them to access the necessary conditions for their well-being.

1.6 The Project's activity involves providing financial support to cover the operating expenses of the active RACs. The aim is to ensure that these facilities have the necessary resources to maintain an uninterrupted provision of essential services.

1.7 The cooperation will be implemented in line with the national legislation of the Republic of Moldova, the internal procedures of the IFRC, and the principles of transparency, accountability, and efficiency.

1.8 IFRC and MoLSP will jointly conduct verification and monitoring visits to the active RACs to assess the quality of services, utilisation of resources, and compliance with agreed operational standards. The methodology, scope, and schedule of these joint verifications are detailed in a separate Annex, which forms an integral part of this Agreement.

2. Duration and Implementation Arrangements

2.1 This Agreement enters into effect on the date of the last signature and remains valid until the completion of the activities described in Article 1, or until 31 December 2026 (the "Term"), whichever occurs earlier, unless extended by written consent of both Partners.

2.2 Notwithstanding clause 2.1, the Partners agree that expenditures related to activities implemented under this Agreement and in line with the approved budget shall be eligible for financing **as of 1 January 2026**, provided that such expenditures are duly documented, verifiable, and comply with the provisions of this Agreement. Such retroactive eligibility shall not be interpreted as the Agreement having entered into force prior to the date of the last signature.

2.3 The implementation period may be prolonged through a written amendment, upon the request of either Partner and subject to satisfactory reporting, continued operational need, and the availability of donor funds approved by IFRC.

2.4 Any extension of the implementation period or of the overall duration of this Agreement will require mutual written approval.

2.5 The implementation of activities will be coordinated jointly by IFRC and MoLSP, with the support of the consultant(s) engaged under this Agreement, who will operate under the guidance of MoLSP and in close coordination with IFRC to ensure the timely and efficient execution of tasks.

3. Responsibilities of the respective Partners

In the Partners' common work towards achieving the objectives set above, it is envisaged that each Partner will contribute with the following types of support and initiatives.

3.1 MoLSP will:

i. Coordinate the implementation of activities under this Agreement and ensure their alignment with national legislation and policies in the areas of social protection and refugee assistance.

ii. Supervise the management and functioning of the RACs benefiting from this support, ensuring that expenditures are made in accordance with the applicable financial and administrative procedures of the Republic of Moldova.

iii. Coordinate with the RACs to establish a reliable reporting and payment mechanism agreed with IFRC, and ensure timely coverage of operating expenses as specified in the budget.

iv. Facilitate disbursements from the agreed accounts within the specified timelines and maintain complete financial records of all payments made, including the amount, date, and purpose of each payment.

v. Maintain all relevant supporting documentation for a period of five (5) years after the end of the Agreement and work collaboratively with the RACs and IFRC to resolve any discrepancies identified.

vi. Comply with all applicable financial regulations, laws, and procedures governing the disbursement of funds, ensuring that all payments adhere to the approved budgetary allocations.

vii. Use the reporting format agreed with IFRC to provide accurate and comprehensive information on activities and expenditures, explaining any deviations from the planned activities or budget.

viii. Submit periodic narrative and financial reports to IFRC, ensuring transparency and accountability throughout implementation.

ix. Facilitate regular consultations with IFRC to discuss progress, challenges, and results, and address any issues related to financial or operational aspects of the action.

x. Cooperate with IFRC, and where relevant the Moldova Red Cross Society, in facilitating visits to validate and monitor the activities in each supported RAC, including those related to protection, PSEA, and feedback mechanisms, as reflected in a separate annex on joint verification and monitoring.

xi. Ensure coverage of PSEA, Child Safeguarding, and Community Engagement and Accountability (including feedback-based contacts, IFRC's Integrity Line, and information materials developed by UNHCR, IFRC, or other organizations) in all active RACs supported under this Agreement.

xii. Inform IFRC in a timely manner about any changes in the number of active RACs. Such communication shall be made through the designated contact person.

xiii. It is understood that any change in the number of active RACs may necessitate a revision of the Agreement and associated budget. In such cases, MoLSP and IFRC shall engage in a collaborative process to review and amend the relevant provisions.

xiv. Ensure no duplication of payments or support provided to RACs.

xv. Contribute to communication, public affairs, and dissemination of information concerning the activities carried out under this Agreement.

xvi. Refrain from any action which may adversely affect IFRC and fulfil its commitments with full regard for the humanitarian interests of the International Red Cross and Red Crescent Movement.

3.2 IFRC will:

i. Liaise with MoLSP and allocate the necessary funds from its budget to fulfil the financial obligations as agreed under this Agreement.

ii. Ensure timely review of the documentation provided by MoLSP and process accurate payments to facilitate the coverage of RAC operating expenses.

iii. Coordinate with MoLSP to establish a reliable payment mechanism and provide the financial resources to cover goods and services, including utility bills, inventory and circulating materials, and staff costs, as well as up to three experts to support the implementation of this Agreement.

iv. Validate each RAC to be supported, ensuring that minimum living standards are met, and monitor the activities with at least one visit to the RACs during the implementation period.

v. Coordinate with other organizations, including UNHCR, to ensure that PSEA, Child Safeguarding, and Community Engagement and Accountability activities are integrated across all active RACs supported under this Agreement.

vi. Facilitate regular meetings or consultations with MoLSP to discuss the progress, challenges, and impact of the support provided, and address any concerns related to financial or operational matters.

vii. Establish mechanisms for resolving any payment-related disagreements in an amicable and timely manner, through mutual consultation and collaboration with MoLSP.

viii. Participate in relevant coordination platforms, clusters, or working groups within the refugee response framework to ensure effective coordination and avoid duplication of assistance.

3.3 Joint Commitments

3.1. Both Partners commit to maintaining close cooperation, transparency, and good faith throughout the implementation of this Agreement, ensuring that all actions undertaken contribute to the effective functioning of RACs and to the well-being, safety, and dignity of refugees in the Republic of Moldova.

4. General Responsibilities of the Partners

4.1. The Partners agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Partners further agree to use their best efforts to ensure the highest service and accountability to beneficiaries, donors, governments, and other stakeholders, as well as to respect the reputation and fundamental principles of the other Party and any partners.

4.2. The Partners recognize that all activities carried out pursuant to this Agreement must be consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, the Code of Conduct for the International Red Cross and Red Crescent Movement and for Non-Governmental Organisations in Disaster Relief, the IFRC's rules and policies, and all applicable domestic and international laws and regulations.

4.3. Both Partners shall cooperate with each other, and with relevant national and international stakeholders, to facilitate information sharing, coordination, and effective delivery of assistance to refugees accommodated in RACs.

4.4. Each Partner will designate and communicate to the other Partner the name of the person to serve as its official contact point and coordinator, as well as the name of the person or unit having the ultimate authority and responsibility for the implementation of the Project on its behalf.

4.5. The Partners shall keep each other informed of all activities or circumstances relevant to this Agreement and shall consult one another whenever circumstances arise that may affect its implementation.

4.6. The Partners will meet at regular intervals to review and evaluate the cooperation under this Agreement and to discuss potential future activities contributing to the common objectives of the Partners.

5. Public Representations

In order to ensure coherent communication and respect for institutional identities, the following provisions shall apply:

5.1. No public statement shall be issued by either Partner with respect to this Agreement or the projects initiated as a result of it without the prior written approval of the other Partner.

5.2. The Partners maintain sole authority over their respective names, emblems, and logos in accordance with applicable international and national law and their respective internal rules and regulations. Neither Partner is authorized under this Agreement to make use of the other Partner's name, emblem, or logo, except as separately agreed in writing by the Partners.

5.3. Any joint communication or visibility activity shall be carried out in accordance with IFRC's communication and visibility guidelines and the communication standards of the Government of the Republic of Moldova, ensuring neutrality and mutual recognition of contributions.

6. Procurements

6.1. Private service providers of RACs receiving payments from the Project shall be required to have undergone a competitive bidding process in accordance with the legislation of the Republic of Moldova and the relevant procurement rules of IFRC, except for those that already have ongoing or concluded contracts that comply with national legislation.

6.2. The list of private service providers, if contracted by RACs or by the Partner to provide goods and services for the Project, shall be submitted to the IFRC observer, as per 6.7, for due diligence against international sanctions listings.

6.3. The MoLSP shall ensure that private service providers receiving funds from the Project comply with IFRC's Code of Conduct, the policies on Child Protection, Prevention of Sexual Exploitation and Abuse (PSEA), promotion of gender inclusion, and other relevant IFRC policies and guidelines.

6.4. IFRC will not bear responsibility for the procurement of goods required for the action from the MoLSP's side, including any equipment, supplies, or materials not described in this Agreement and its budget.

6.5. Private service providers, including their management and ownership, must not be implicated in any corruption or fraud cases.

6.6. In case of new private service providers and RACs added under the Project, IFRC procurement procedures shall be followed.

6.7. Within the framework of this Agreement, IFRC and the MoLSP have agreed to include an IFRC observer during the MoLSP's tendering processes for the procurement of goods and services initiated after the signing of this Agreement, where IFRC funds will be utilized. The observer team will be

composed of staff from Logistics, Finance, Administration, or any other relevant departments related to the Project.

6.8. The Partners involved in this Agreement, when procuring and contracting service providers or purchasing goods, shall observe the following IFRC general guiding principles of procurement:

(a) Principle of sound financial management;

(b) Principle of equal treatment, fairness, and transparency;

(c) Principle of proportionality;

(d) Principle of avoiding conflicts of interest and ensuring due diligence;

(e) Principle of ethical procurement.

6.9. IFRC Fraud and corruption prevention and control Policy is an integral annex to this agreement and should be observed by all Partners.

6.10. According to the *Regulation on Low-Value Public Procurement*, approved by Government Decision No. 870/2022, the Ministry may undertake single-source procurement for a maximum value of up to 50,000 MDL (approximately 2,500 CHF).

7. Costs and Expenses

The financial arrangements under this Agreement define how IFRC contributes funds and how MoLSP manages expenditures for the operation of RACs, in line with the approved budget and applicable financial procedures.

7.1. Other than as set out in this Article, each Partner shall bear its own costs and expenses generated as a result of this Agreement or any Project(s) initiated under it, unless otherwise specifically agreed in writing by the Partners.

7.2. For the initial phase of implementation, IFRC shall transfer a total amount of **CHF 300 000** to MoLSP, in the form of a grant, to support the operational needs of the active RACs, primarily during the cold season. The funding shall be used in accordance with the agreed working budget and the applicable financial procedures of both Partners.

7.3. The financial contribution is intended to cover eligible operating expenses, including staff costs, goods and services, utilities (electricity, heating, gas, water, waste management), inventory and circulating materials, **and, where necessary, food and catering costs**, in line with the approved budget.

7.4. The IFRC contribution may be disbursed in one or more instalments, as determined by mutual agreement between the Partners and reflected in the Project plan. The first instalment shall be transferred upon the signing of this Agreement and receipt of a duly signed payment request. Subsequent instalments shall be released upon submission and acceptance of the required financial and narrative reports, confirming satisfactory progress and expenditure of the previous funds.

7.5. Funds will be transferred by IFRC upon receipt of a duly signed payment request from MoLSP, accompanied by the previous period's narrative and financial reports, as required by IFRC.

7.6. Maximum applicable balance limit for transfer: CHF 35% (each transfer after 65% retirement of previous transfer).

7.7. IFRC shall transfer funds to MoLSP in Swiss Francs (CHF), based on the agreed budget and the approved payment request.

7.8. The IFRC shall transfer the funds to the following treasury account designated for external assistance projects and donations related to the management of the refugee crisis:

Beneficiar: MF-TR Chişinău - bugetul de stat, Ministerul Muncii și Protecției Sociale

Codul IBAN al beneficiarului: MD89AGPRAS132121L16291AA

Banca beneficiară: BC "Moldova-Agroindbank" S.A., Chisinau, Moldova

Codul SWIFT al băncii beneficiare: AGRNMD2X

Banca corespondentă: Raiffeisen Bank International AG, Austria

Codul SWIFT al băncii corespondente: RZBAATWW

Contul băncii corespondente: 73-55.012.470

7.9. MoLSP may, on its own initiative, increase or decrease the amounts allocated to individual budget components (expenditure heads) in the working budget by up to ten percent (10%), without prejudice to the overall contribution set out in clause 7.2. Any other variation of the budget components shall require the prior written approval of IFRC.

7.10. Any unspent funds from IFRC's contribution as indicated in clause 7.2 shall be refunded to IFRC within thirty (30) days of the end of the Term, unless otherwise agreed in writing between the Partners

7.11. IFRC shall be responsible only for taxes, fees, or duties applicable to IFRC in connection with payments or financial transactions made by IFRC under this Agreement.

7.12. MoLSP is authorised to include, within the approved budget, the costs related to transfers and bank charges incurred during the execution of these transactions, within the overall budget limit set out in clause 7.2.

7.13. MoLSP shall be responsible for any additional costs or expenses that may arise during the implementation of the programme and activities related to the RACs that are not explicitly stated in this Agreement.

8. Records, auditing, and reporting

8.1 MoLSP shall maintain accurate and up-to-date records and documents in respect of all expenditures incurred with the funds provided under this Agreement. All supporting documents shall be kept in accordance with the applicable financial legislation of the Republic of Moldova and IFRC reporting requirements.

8.2 Upon completion of the Project or termination of the Agreement, MoLSP shall maintain the records for a minimum period of five (5) years, unless otherwise agreed in writing by the Partners. The records shall include, but not be limited to, invoices, contracts, payment orders, and confirmation reports from the RACs.

8.3 IFRC, or its nominated auditors, shall have the right, at its own expense, to review and audit the records of MoLSP related to this Agreement, including spot checks and on-site verification visits to the RACs supported under this cooperation.

8.4 The IFRC reserves the right, at its own expense, to have the records of the MoLSP related to this Agreement reviewed and audited (including spot checks of representative or risk-based samples of transactions) to ensure the accountability of Funding received and the accuracy or reports submitted.

8.5 IFRC and MoLSP shall conduct joint verification visits, as agreed in the Annex on verification arrangements, to ensure the accountability of expenditures and the accuracy of reports submitted.

8.6 MoLSP shall submit the following reports to IFRC in **English language**:

i. Narrative reports on progress covering 1 month. These reports are due on the following dates:

Particulars	Period of report		Due date
Narrative report 1	01-01-2026	31-01-2026	15-03-2026
Narrative report 2	01-02-2026	28-02-2026	15-04-2026
Narrative report 3	01-03-2026	31-03-2026	15-05-2026
Narrative report 4	01-04-2026	30-04-2026	15-06-2026
Narrative report 5	01-05-2026	31-05-2026	15-07-2026
Narrative report 6	01-06-2026	30-06-2026	15-08-2026
Narrative report 7	01-07-2026	31-07-2026	15-09-2026
Narrative report 8	01-08-2026	31-08-2026	15-10-2026
Narrative report 9	01-09-2026	30-09-2026	15-11-2026
Narrative report 10	01-10-2026	31-10-2026	15-12-2026
Narrative report 11	01-11-2026	30-11-2026	15-01-2027
Final narrative report 12	01-12-2026	31-12-2026	15-02-2027

ii. Financial reports certified by the MoLSP's competent financial officer covering 1 month. The reporting currency will be CHF based on the exchange rate applicable when funds were received. These reports are due on the following dates:

Particulars	Period of report		Due date
Finance report 1	01-01-2026	31-01-2026	15-03-2026
Finance report 2	01-02-2026	28-02-2026	15-04-2026
Finance report 3	01-03-2026	31-03-2026	15-05-2026
Finance report 4	01-04-2026	30-04-2026	15-06-2026
Finance report 5	01-05-2026	31-05-2026	15-07-2026
Finance report 6	01-06-2026	30-06-2026	15-08-2026
Finance report 7	01-07-2026	31-07-2026	15-09-2026
Finance report 8	01-08-2026	31-08-2026	15-10-2026
Finance report 9	01-09-2026	30-09-2026	15-11-2026
Finance report 10	01-10-2026	31-10-2026	15-12-2026
Finance report 11	01-11-2026	30-11-2026	15-01-2027
Final finance report 12	01-12-2026	31-12-2026	15-02-2027

iii. Such other information or reports as the IFRC may reasonably require.

8.7. The reporting templates, including both narrative and financial formats, shall be those approved by IFRC. MoLSP shall ensure completeness, accuracy, and timeliness of the data provided.

8.8. A technical consultant supported through the Project shall provide assistance to MoLSP for data consolidation, verification of RAC expenditures, and preparation of monthly reports to IFRC.

8.9. IFRC reserves the right to withhold subsequent instalments if reporting obligations are not fulfilled, or if documentation submitted does not comply with the agreed financial and technical standards.

8.10. The Annex on reporting and verification shall outline the list of supporting documents required per type of expense and the workflow for submitting reports between RACs, territorial social assistance structures, and MoLSP

9. Safeguarding

9.1. General principles

9.1.1 MoLSP shall ensure that measures to prevent, report and respond to harm or abuse of the persons and communities RACs serve and work with, including all forms of sexual exploitation, abuse, and harassment (SEAH), when committed by its employees, consultants, interns, volunteers, suppliers and all third Parties with which it will work in implementing this Agreement ("Safeguarding"). Safeguarding violations include SEAH; physical or mental violence of any nature; abuse or exploitation of children (including of a sexual nature); discrimination; and generation, production, distribution, storage, and/or use of pornography or any other sexually explicit material.

9.1.2 The MoLSP acknowledges and agrees that RACs shall comply with the guiding principles and definitions set forth in the following IFRC Policies ("IFRC Safeguarding Policies"):

1. Section 2.3 of the IFRC Secretariat Policy on Child Safeguarding (the "Child Safeguarding Policy"),
2. Sections 4.1 to 4.7 of the IFRC Secretariat Policy on Prevention and Response to Sexual Exploitation and Abuse (the "PSEA Policy"), and
3. Sections 1.2-1.4 of the IFRC Secretariat Policy on the Prevention and Response to Workplace Harassment and Discrimination (the "Harassment and Discrimination Policy").

9.1.3 The MoLSP shall ensure and monitor that all employees of the RACs have been duly informed of, and fully understand, the provisions of Order of the Ministry of Labour and Social Protection No. 209 approving the Framework Regulation on the organisation and functioning of Temporary Placement Centres for persons displaced from the territory of other States, including the minimum quality standards, staffing norms and financing mechanism, and shall ensure that such provisions are fully and consistently complied with.

9.1.4 The MoLSP acknowledges that the following constitutes sexual misconduct and is strictly prohibited:

1. Sexual activity with any person under the age of 18 years, regardless of the age of majority or consent locally.
2. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour.
3. Any sexual relationship between those providing humanitarian assistance and/or protection and a person benefiting from such humanitarian assistance and/or protection that involves improper use of rank or position.
4. Generation, production, distribution, storage, and/or use (such as accessing or viewing) of pornography or any other sexually explicit material (including but not limited to images, photographs, and videos).

9.1.5 The MoLSP shall not require its employees, consultants, interns, volunteers, suppliers and all third Parties with which it will work in implementing this Agreement (hereinafter "Personnel and those of Associated Parties") to sign confidentiality agreements which prevent them from reporting allegations of Safeguarding violations.

9.2. **Implementation**

9.2.1 The MoLSP shall ensure , within its mandate and through applicable regulatory, contractual and oversight mechanisms, that the RACs and any Associated Parties involved in the implementation of this Agreement have in place adequate:

i. rules, policies, and procedures in place to promote Safeguarding and enhance the protection of fundamental rights of persons and communities we serve and work with, including but not limited to women and children; and
ii. rules, policies, procedures, reporting mechanisms, and systems in place to address allegations of Safeguarding violations.

9.2.2 The MoLSP shall take all necessary steps to ensure that its Personnel, as well as the Personnel of the RACs and of any Associated Partners are duly informed of and comply with all provisions in this Section related to Safeguarding, in accordance with applicable national legislation and institutional mandates..

9.2.3 The MoLSP shall ensure that the RACs and Associated Parties carry out background checks of their respective Personnel, in accordance with applicable law, to verify that such persons do not have prior record of Safeguarding violations, and that records os such checks are maintained, including the types of checks conducted and the dates of thereof. The MoLSP acknowledges that such checks shall be valid for a period of two years and shall thereafter be renewed, in line with applicable requirements.

9.2.4 The MoLSP shall notify the IFRC, within 72 hours of becoming aware, of any credible allegation of a Safeguarding violation related to IFRC funded activities, IFRC staff and/or which may pose a high reputational risk to the MoLSP, the IFRC, or the International Red Cross and Red Crescent Movement.

Such notification shall be made through the IFRC's Integrity Line (https://ifrc.integrityline.org), or by email to speakup@ifrc.integrityline.org and shall include, where available and appropriate, information on the nature, date, and location of the alleged misconduct; the date on which the MoLSP became aware of the allegation; the age and gender of the victim/survivor; the alleged involvement of Personnel of the RACs or Associated Parties; the status of any investigation; measures taken to support the victim/survivor; interim or mitigating measures; planned actions and whether the case has been referred to competent national authorities. The MoLSP shall thereafter provide periodic updates on the status of the case.

9.2.5 In response to any allegations, the IFRC reserves the right, at its sole discretion, to determine the appropriate investigation modality, which may include:

a) requesting that the investigation be carried out by the MoLSP and/or RACs, in accordance with fair procedures and a victim/survivor-centred approach;

b) conducting a joint investigation in coordination with the MoLSP; or

c) conducting the investigation directly.

9.2.6 The MoLSP shall ensure that appropriate interim protective measures are taken by RACs and/or Associated Parties in response to any credible allegation of Safeguarding violation, in accordance with applicable laws, regulations and internal procedures and may, subject to consent of the victim/ survivor, facilitate referral of the case to competent national authorities.

9.2.7 The MoLSP shall provide its full and timely cooperation with any investigation. Such cooperation shall include, whichin its authority, facilitating access to relevant Personnel of the RACs and Associated Parties, as well as relevant documentation and/or equipment used in IFRC-funded activities and facilitate access to premises at reasonable times and under reasonable conditions.

9.2.8 The IFRC will treat any personal, sensitive and/or confidential data obtained in connection with Safegarding matters with the utmost care, in accordance with its Policy on the Protection of Personal Data.

9.2.9 Where a Safeguarding violation is established, the MoLSP shall inform the IFRC of measures taken by the RaCs and /or Associated Parties and by MoLSP itself, within its public-law mandate, including the findings of any investigation(s disciplinary or administrative actions initiated, and any sanction(s) imposed, in accordance with applicable law.

9.2.10 The MoLSP acknowledges that compliance with Safeguarding obligations constitute an essential element of this Agreement. Any material breach of these obligations may entitle the IFRC to terminate immediately this Agreement, without any liability.

9.2.11 The IFRC reserves the right to institute legal proceedings, including the assignment of claims to its donors and/or referral of cases to competent national authorities, in connection with any Safeguarding violation.

10. Data Protection

10.1 For the purposes of this Agreement, the following definitions shall apply:

i. Personal Data: any information relating to an identified or identifiable natural person;

ii. Data Controller: the person or entity that determines the purposes and means of the processing of personal data;

iii. Data Processor: the individual or entity that performs one or more processing operations on personal data under instructions from the Data Controller;

iv. Personal Data Breach: unauthorized access to, or destruction, loss, alteration, or disclosure of personal data.

10.2 In general The Partners agree to process Personal Data in accordance with applicable data protection laws and, where applicable, internally binding policies (in particular, the IFRC's Policy on the Protection of Personal Data), procedures, and guidelines. For the purposes of this Agreement, each Party may act as a Data Controller, Joint Data Controller or Data Processor, depending on the nature of the Personal Data processing activity concerned.

10.3 Where the MoLSP processes Personal Data on behalf of the IFRC as a Data Processor, the MoLSP shall:

i. Process the Personal Data solely for the purposes of implementing this Agreement and in accordance with the instructions of the IFRC, without prejudice to MoLSPs obligations under applicable law;

ii. maintain, where applicable, a record of Personal Data processing activities related to this Agreement;

iii. implement appropriate physical, organisational, and technical safeguards aking into account the sensitivity of the Personal Data, in order to prevent unauthorized access, disclosure, alteration or loss of such data;

iv. not undertake any onward transfer or sharing of the Personal Data to third parties without IFRC's propr written agreement, unless required by applicable law and in such cases shall promptly inform IFRC , where legally permissible;

v. not subcontract any processing of Personal Data without the prior written consent of the IFRC, unless otherwise required by applicable law and subject to appropriate safeguards;

vi. provide reasonable assistance to the IFRC to enable compliance with its data protection obligations,

vii. promptly notify the IFRC of any Personal Data Breach related to this Agreement and provide available information regarding the nature of the incident, its likely consequences and the remedial measures taken or proposed; andreturn or delete the Personal Data upon completion of the

Agreement or upon request of the IFRC, unless retention of such data is required under applicable law, in which case the MoLSP shall ensure continued confidentiality and protection of the data.

10.2. MoLSP acknowledges that the IFRC may process Personal Data related to this Agreement for legitimate purposes, including the establishment or defence of legal claims, compliance with contractual or legal obligations, archiving audity, accountability, research and sound management, in accordance with applicable law and its internal policies.

11. Insurance

11.1. MoLSP shall ensure the applicability of the national legislation concerning:

i. Insurance against all risks in respect of its property and any equipment used for the execution of this Agreement;

ii. All appropriate workers' compensation insurance, or the equivalent, with respect to its employees, to cover claims for personal injury or death in connection with this Agreement, in accordance with the provisions of the national insurance legislation;

iii. Liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with this Agreement or the operation of any vehicles, boats, airplanes, or other equipment owned or leased by MoLSP or its agents, employees, or subcontractors performing work or services in connection with this Agreement, in accordance with national insurance legislation.

11.2. Upon request, MoLSP shall provide IFRC with satisfactory evidence of the insurance required under this Article.

12. Fraud and corruption prevention and response

12.1. Internal control and fraudulent activity prevention

12.1.1 The MoLSP shall maintain appropriate standards of conduct and internal control mechanisms to minimise the risk of conflicts of interest, fraud, corruption or misuse of funds in relation to the implementation of this Agreement. These standards shall apply to MoLSP personnel involved in coordination, supervision or financial management functions and shall be required, through contractual or regulatory mechanisms, of RACs, contractors, suppliers and other Associated Parties implementing activities under this Agreement. The MoLSP shall ensure that adequate reporting mechanisms exist to address allegations of fraudulent activity. The MoLSP must not require its Personnel and those of RACs or Associated Parties involved in the implementation fo this Agreement to sign confidentiality agreements which prevent them from reporting allegations of fraudulent activity.

12.2 Zero tolerance towards fraudulent activity

The MoLSP commits not to and shall ensure that RACs and Associated Parties do not:

i. Offer or accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, promise, gift, payment or benefit, which would or could be construed as an illegal, corrupt practice or prohibited by IFRC rules; nor
ii. Otherwise engage in any fraudulent activity in relation to activities undertaken pursuant to this Agreement.

12.3 The MoLSP shall promptly notify the IFRC of any credible or substantial allegation of fraudulent activity related to IFRC funding, or presenting a reputational risk to the MoLSP, the IFRC or the International Red Cross and Red Crescent Movement. Notification shall be made through the IFRC

Integrity Line or other agreed channels, and the MoLSP shall provide updates on the status of the case. The MoLSP shall investigate substantiated allegations in accordance with applicable national law.

Where the MoLSP does not conduct an investigation, or where the IFRC has justified concerns regarding its outcome, the IFRC may commission an independent investigation, and the MoLSP shall provide reasonable cooperation and access to relevant documentation, within the limits of applicable law.

12.4 Recoverability and sanctions

Where fraudulent activity is established:

iii. the MoLSP shall take reasonable measures to recover any misused funds, including through RACs or Associated Parties;

iv. ii. the MoLSP shall inform the IFRC of the findings, measures taken and any sanctions imposed; iii. any recovered funds shall be reimbursed to the IFRC in accordance with the investigation findings or as agreed by the Parties.

The IFRC may terminate this Agreement with immediate effect in cases of established fraudulent activity, taking into account its gravity and the MoLSP's cooperation.

Both Parties shall observe the IFRC Fraud and Corruption Prevention and Control Policy, attached as an integral annex.

13. Sanctions

13.1 The MoLSP confirms that it is familiar with sanctions adopted by the United Nations Security Council and commits to take reasonable measures, in accordance with applicable law, to comply with such sanctions. These measures shall include screening, where legally and practically feasible, contractors, suppliers and implementing partners receiving funds under this Agreement. The MoLSP shall inform the IFRC without delay of any potential non-compliance and take appropriate remedial actions.

13.2 Humanitarian exception

Nothing in this Article shall impede the delivery of humanitarian assistance in accordance with international humanitarian and human rights law. Beneficiaries determined to be persons in need shall not be screened or excluded from assistance on sanctions-related grounds.

14. Termination

14.1. This Agreement may be terminated by either Partner with **three (3) months' prior written notice** to the other Partner.

14.2. In the event that:

i. a Partner commits a material breach of this Agreement which has not been remedied within thirty (30) days after written notice has been given by the other Partner; or

ii. a Partner becomes, or can reasonably be expected to become, insolvent or unable to fulfil its obligations under this Agreement,

the other Partner shall be entitled to terminate this Agreement immediately by written notice.

14.3. IFRC may terminate this Agreement **immediately and without liability** if MoLSP undertakes or is associated with any action which, in the reasonable opinion of IFRC, could bring the name, logo, or reputation of IFRC, or any component of the International Red Cross and Red Crescent Movement, into disrepute or controversy.

14.4. In the event of termination or discontinuance of this Agreement, MoLSP shall, as soon as reasonably practicable:

i. return any uncommitted funds provided by IFRC; and

ii. dispose of all assets procured with IFRC funds (whether expendable or non-expendable) in accordance with IFRC's written instructions.

14.5 Termination of this Agreement shall be without prejudice to any rights, obligations, or liabilities of either Partner that have accrued prior to the effective date of termination.

15. Force Majeure

15.1. If at any time during the course of this Agreement it becomes impossible for either Partner to perform any or all of its obligations for reasons of Force Majeure, the Partner affected by the Force Majeure shall give to the other Partner written notice and full particulars of such occurrence as soon as possible.

15.2. The Partners shall consult promptly on the appropriate action to be taken, which may include the suspension or termination of this Agreement, or the relief of the affected Partner from such obligations for as long as the Force Majeure persists.

15.3. **Force Majeure** shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of either Partner, which prevents in whole or in material part the performance of obligations under this Agreement

15.4. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

15.5. The Partner affected by a Force Majeure event shall make all reasonable efforts to mitigate the consequences and resume performance of its obligations as soon as practicable.

16. Modification

16.1. No addition, amendment, or modification of this Agreement shall be effective or binding on either Partner unless agreed to in writing and signed by the duly authorised representatives of both Partners.

16.2. Any modification involving adjustments to the total budget, extension of the implementation period, or changes to the scope of activities shall be reflected through a written amendment to this Agreement, signed by both Partners following all applicable approval procedures established by the legislation of the Republic of Moldova and the internal regulations of IFRC. Where either Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received.

17. Notices

17.1. Any notice, request, demand, consent, or other communication required or permitted under this Agreement shall be made in writing and shall be deemed valid only if delivered personally, by courier, or sent by registered mail or official email to the following addresses:

For IFRC:	For MoLSP:
International Federation of Red Cross and Red Crescent Societies (IFRC)	Ministry of Labour and Social Protection of the Republic of Moldova (MoLSP)
Attn: **Marco McAllister,** Head of Country Office IFRC Moldova Country Office	Attn: Ms. Natalia PLUGARU, minister of labour and social protection
Address: 85 Mihail Kogălniceanu Street, Chișinău, Republic of Moldova	Address: 1 Vasile Alecsandri Street, MD-2009, Chișinău, Republic of Moldova
Email:	Email: secretariat@social.gov.md
cc: 1. Mr. Dumitru Burdeinii, (Email: dumitru.burdeinii@ifrc.org) 2. Ms. Cristina Lopata (Email: cristina.lopata@ifrc.org)	cc: 1. Mr. Vasile Cusca, State Secretary (Email: vasile.cusca@social.gov.md) 2. Mr. Alexandr Anghelcev – Head, Financial and Administrative Directorate (alexandr.anghelcev@social.gov.md) 3. Ms. Svetlana Mirca – Head of Coordination of external Assistance, International Cooperation and Protocol Service. (svetlana.mirca@social.gov.md)

18. Confidentiality

18.1. All information acquired by either Partner from the other as a result of this cooperation that may reasonably be considered confidential, or explicitly classified by either Partner as such, shall be kept confidential, unless expressly agreed otherwise in writing by the Partners..

18.2. The obligation of confidentiality set out in this Article shall survive the termination of this Agreement for a period of **five (5) years**..

19. Intellectual Property

19.1. Unless otherwise agreed in writing between the Partners, IFRC shall retain all intellectual property rights, including but not limited to copyrights, patents, and trademarks, in relation to any product, document, or material developed directly under or as a result of activities implemented through this Agreement.

19.2. IFRC grants MoLSP a non-exclusive, royalty-free licence to use such materials solely for the purposes of implementing and communicating activities under this Agreement.

19.3. The Partners shall take appropriate measures to protect and respect intellectual property rights as applicable.

20. Liability

20.1. Each Partner shall remain responsible for the acts and omissions of its own staff members, contractors, and agents.

21. Dispute Resolution

21.1. Any difference, controversy, or claim arising out of or in connection with this Agreement shall be resolved **exclusively through consultations and good-faith negotiations** between the Partners.

21.2. The Partners shall make all reasonable efforts to reach a mutually acceptable solution, taking into account the principles of cooperation, partnership, and the humanitarian character of the activities implemented under this Agreement.

21.3. If the Partners are unable to reach agreement within a reasonable period, the matter may be referred to the senior management of both Partners for further discussion and resolution.

21.4. The Partners expressly agree that no dispute under this Agreement shall be referred to any national or international court or arbitration tribunal, and that all disagreements shall be settled solely by amicable means.

22. Governing Law

22.1. This Agreement shall be governed and interpreted in accordance with the legislation of the Republic of Moldova, as well as the internal regulations, policies, and procedures of the IFRC, applicable to its cooperation with national authorities.

22.2. Nothing in this Agreement shall be construed as conferring the status of an international treaty or creating obligations governed by international law.

23. Privileges and Immunities

23.1. Nothing in this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities to which the International Federation of Red Cross and Red Crescent Societies (IFRC) is entitled under the Agreement between the Republic of Moldova and the IFRC on the Legal Status, Privileges and Immunities of the International Federation of Red Cross and Red Crescent Societies in the Republic of Moldova, signed on 25 July 2023 and ratified by Law No. 327 of 9 November 2023.

23.2. The Partners acknowledge that IFRC operates in the Republic of Moldova in accordance with the provisions of the above-mentioned Agreement, its Fundamental Principles, and its internal regulations.

24. Final Provisions

24.1. Nothing in this Agreement shall be construed as creating a joint venture or legal partnership between the Partners. The employees, servants, or agents of one Partner shall not be considered as employees of the other Partner.

24.2. The Partners shall comply with the terms of this Agreement and with all applicable laws and regulations, which they shall make known to each other as and when appropriate.

24.3. MoLSP shall ensure that its employees, contractors, experts, and consultants involved in the implementation of the activities meet the standards of qualification, technical competence, and professional ethics required for the achievement of the Project objectives and conform to a high standard of moral and ethical conduct.

24.4. This Agreement does not preclude cooperation with other organisations or institutions in the respective fields of competence of the Partners. The Partners shall seek to promote coordination and complementarity with other initiatives pursuing similar objectives.

24.5. This Agreement may be signed in electronic format, and the electronic signatures shall have the same legal effect as handwritten signatures for all purposes of validity, enforceability, and admissibility.

24.6 This Agreement is concluded in the English language, which shall constitute the authentic and governing version. In the event of any divergence in the interpretation or application of this Agreement, the English version shall prevail. This Agreement may be executed in counterparts, each of which, when signed, shall constitute an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorised representative as of the date of this Agreement.

SIGNED on behalf of the International Federation of Red Cross and Red Crescent Societies	SIGNED on behalf of the Ministry of Labour and Social Protection
Signature	Signature
	Digitally signed by Plugaru Natalia Date: 2026.03.02 08:55:27 EET Reason: MoldSign Signature Location: Moldova MOLDOVA EUROPEANĂ
Birgitte Bischoff EBBESEN	Natalia PLUGARU
Regional Director Europe	Minister of Labour and Social Protection
Chisinau, 01-Mar-2026	Chisinau,

IFRC-MLSP PFA-2026

Final Audit Report 2026-03-01

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