MEMORANDUM OF UNDERSTANDING

on the temporary secondment of Experts

Supporting Local Public Administration Reform Implementation

between

Fundația Centrul Moldo-Elvețian pentru Cooperare SKAT,

and

The State Chancellery of the Republic of Moldova

1. Preamble

This Memorandum of Understanding on the temporary secondment of Experts Supporting Local Public Administration Reform Implementation (hereinafter "MoU") is concluded between Fundația Centrul Moldo-Elvețian pentru Cooperare SKAT (hereinafter "SKAT"), implementing the Project "MĂ IMPLIC" – Phase II, and the State Chancellery of the Republic of Moldova (hereinafter "State Chancellery") with financial support from the Swiss Agency for Development and Cooperation.

SKAT and the State Chancellery are hereinafter jointly referred to as the "Parties" and individually as a "Party".

The Project "MĂ IMPLIC" provides technical assistance, methodological support and capacity building to central and local authorities in support of the Local Public Administration Reform in the Republic of Moldova (LPAR).

This MoU is established in the context of the ongoing LPAR and in line with the mandate of SKAT through the Project "MĂ IMPLIC" to support the Government of the Republic of Moldova in reform performance, strengthening institutional capacities, improving local governance and enhancing communication related to the reform at both central and local levels.

The purpose of this MoU is to regulate the temporary secondment of:

a) one Legal Expert,
b) one Communication Expert & Content Producer,
c) one Community and Local Government Mobilization Coordinator,

contracted and financed by SKAT, to provide dedicated technical support to the State Chancellery in the coordination and implementation of the Local Public Administration Reform Implementation. This support is intended to strengthen the operational and technical capacities of the State Chancellery in fulfilling its reform mandate for a limited period of time.

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2. Scope of Cooperation

The cooperation under this MoU shall consist of the temporary secondment of Experts as detailed below by SKAT to provide technical support to the State Chancellery in the coordination and implementation of the LPAR.

The Experts shall provide technical assistance in areas related to the LPAR implementation. Detailed ToR will be approved by the parties and annexed to the service contract between SKAT and the Experts.

2.1. Legal Expert

The Legal Expert shall provide support including but not limited to:

- Legal analysis, drafting and review of administrative and regulatory acts related to LPAR;
- Advisory support on implementation mechanisms of normative framework and institutional arrangements;
- Technical input on amalgamation process and service delivery frameworks;
- Participation in technical consultations and working meetings.

2.2. Communication Expert & Content Producer

The Communication Expert and Content Producer shall provide support and legal assistance including but not limited to:

- Implementing communication activities in line with the priorities and workplan related to the LPAR;
- Support public communication and visibility of the reform in a clear, informative manner;
- Support to reform related information platforms and communication products related to the LPAR;
- Ensuring coordination with the Reform Team Leader and the communication subdivision of the State Chancellery.

2.3. Community and Local Government Mobilization Coordinator

The Community and Local Government Mobilization Coordinator shall provide support including but not limited to:

- Supporting coordination of field activities related to the LPAR implementation;
- Facilitating information flow between central authorities and local public authorities;
- Supporting engagement with local authorities, communities and citizens, including public consultations;
- Assisting in planning and coordination of field visits and consultations related to the voluntary amalgamation process;
- Collecting and structuring feedback from field activities to support monitoring of LPAR implementation.

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3. The Roles and Responsibilities

3.1. The State Chancellery

The State Chancellery shall ensure the functional integration of the Experts within the relevant subdivision responsible for the LPAR. It shall designate a Team Leader who will exercise technical supervision over the Experts' activities and provide guidance in line with priorities.

The State Chancellery shall provide appropriate office space fully equipped and access to relevant documentation, information and internal coordination mechanisms necessary for the proper execution of the Experts' assignments. It shall also provide feedback and technical validation of deliverables and facilitate coordination with other governmental stakeholders involved in the reform process.

Note: The Experts are seconded in a temporary capacity and shall not be used to replace civil servants or to assume permanent functions within the State Chancellery.

3.2. SKAT

SKAT shall contract and finance the Experts in accordance with its internal procedures and applicable donor requirements. SKAT shall ensure contractual oversight, compliance with the agreed Terms of Reference and the financial administration of the Experts' assignments throughout the contract duration. The technical supervision and day-to-day performance monitoring of the Experts shall be exercised by the designated Team Leader within the State Chancellery.

SKAT shall maintain regular coordination with the Experts and shall receive monthly progress reports, supporting materials and timesheets following their technical validation by the Team Leader within the State Chancellery. The managers of SKAT shall review, countersign and formally acknowledge such documentation for contractual and financial purposes.

Where necessary and in line with its contractual and donor obligations, SKAT may request adjustments to the scope of work or implementation modalities, following consultation with the State Chancellery.

3.3. The Experts

The Experts shall deliver the agreed outputs in accordance with the workplan related to LPAR, the Terms of Reference agreed with SKAT, and the operational guidance provided by the designated Team Leader within the State Chancellery.

In performing their duties, the Experts shall comply with the Project's procedures, confidentiality requirements and institutional norms of SKAT, the MĂ IMPLIC" and the donor. They shall act with impartiality, professionalism, integrity and due diligence at all times, as specified in their respective service contracts with SKAT.

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4. Reporting and Supervision Arrangements

The seconded Experts shall report operationally and technically to the designated Team Leader within the State Chancellery, who shall provide day-to-day guidance, define priorities, validate deliverables and assess the relevance and quality of outputs in line with institutional needs.

Following technical validation by the Team Leader, the Experts shall submit periodic reports, supporting materials and timesheets to SKAT in accordance with contractual obligations. The Managers within the SKAT shall review, countersign and formally acknowledge receipt of such documentation for contractual and financial purposes.

5. Technical Neutrality and Safeguards

The support provided under this MoU shall remain aligned with the agreed reform mandate and the objectives and principles of the Project "MĂ IMPLIC" as approved by its donor.

The Experts shall act strictly in a technical capacity.

The Experts shall refrain from engaging in political messaging, partisan positioning or activities that may compromise the neutral and technical nature of the support provided. Additionally, the Experts oblige themselves to sign a confidentiality statement / commitment with regard to the information, documents and personal data, to which they will have access during their activity at the public authority, under this Memorandum.

In the event that, (i) the implementation of activities or outputs deviates from the agreed reform mandate or gives rise to reputational, legal or donor related concerns,
or (ii) significant changes occur in the policy, institutional or implementation context affecting the scope or direction of the reform, the Parties shall promptly consult to assess the implications for this cooperation and agree on appropriate measures.

Where such circumstances affect the alignment of the Experts' assignments with the reform framework in force and the objectives of the Project "MĂ IMPLIC", SKAT may, in accordance with its contractual and donor obligations, adjust or suspend the secondment following consultations between Parties.

6. Conflict of Interest and Integrity

The Parties and Experts shall promptly disclose any actual, potential or perceived conflict of interest that may arise during the implementation of this MoU or that may affect the impartial performance of their duties.

Upon notification of such a situation, the Parties shall consult without delay and jointly determine appropriate measures to mitigate risks and safeguard institutional integrity, transparency and the credibility of the reform process.

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Failure to disclose a conflict of interest may constitute grounds for reviewing or terminating the assignment in accordance with the applicable contractual provisions.

7. Duration

This MoU shall enter into force on the date of its signature by both Parties. It shall remain valid for the period corresponding to the contractual duration of the Experts, unless terminated or amended by mutual written agreement. Any modification or extension shall be subject to mutual written agreement of the Parties.

The Parties acknowledge that this arrangement is temporary. The State Chancellery confirms its intention to strengthen its internal capacities in the areas supported under this MoU.

8. Legal Status of Arrangement

This MoU does not establish employment relations between the Experts and the State Chancellery. The Experts remain contractually engaged and remunerated exclusively by SKAT.

This MoU does not create financial obligations for the State Chancellery and constitutes a framework for institutional cooperation in support of national LPAR priorities.

Any future financial commitments will be the subject of separate agreements between the Parties and will be subject to the availability of their budgetary resources.

The Parties agree to amiably settle any dispute that might arise under this Memorandum.

Signed in two originals in the English language, each Party receiving one copy.

Chișinău, Republic of Moldova on 30 March 2026

For Fundația Centrul Moldo-Elvețian pentru Cooperare SKAT

Matthias Morgner, Team Leader

For the State Chancellery of the Republic of Moldova

Alexei Buzu, Secretary General of the Government

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