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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**AND**

**THE REPUBLIC OF MOLDOVA**

**APRIL 23, 2012**

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This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”), (together, the “World Bank” or the “Bank”) and the Republic of Moldova (“Moldova”), each a “Party” and together the “Parties”, to collaborate in the achievement of common objectives as described, and on the basis outlined, below.

**1. Background**

- (a) The Bank is an international development institution established by Articles of Agreement adopted by its member countries. The Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.
- (b) Further to its mission, the Bank, through its Controller’s Vice Presidency (CTR) has an interest in collaborating with member countries to promote transparency around projects financed by the World Bank. The Bank publishes public financial data on behalf of the Finance Complex (via the World Bank Finances (<https://finances.worldbank.org>) website). CTR also seeks to make the Bank’s disbursement data more meaningful to citizens by providing a more granular view of the use of loan funds by sharing data collected from clients via withdrawal requests.
- (c) Moldova is a member country and among the pioneers in the open government space. Moldova participates in the Open Government Partnership (<http://www.opengovpartnership.org>) and has published close to 200 public data sets on Moldova Open Data Portal <http://data.gov.md/>. This data includes public financial data.
- (d) Further to its commitment to open governance, Moldova wishes to collaborate with the Bank on the common objectives outlined below.

**2. Common Objectives**

Consistent with their respective mandates, the Parties desire to collaborate in a joint initiative to promote open access to public financial data, linking disbursement data published by the World Bank to public expenditure data published by Moldova. In doing so, the Parties will support the move towards creating an environment where public expenditures are more transparent as they flow through different organizations.

### 3. **Framework for Collaboration**

- (a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities in order to pursue more effectively the objectives identified in paragraph 2 (Common Objectives) above.
- (b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas, consistent with their policies and procedures, which will include, but not be limited to the Bank publishing and/or making publicly available the following information provided to the Bank by Moldova via the withdrawal request process, in respect of active IBRD Loans, and IDA Credits and Grants:
  - i) Financier and loan number [currently public on World Bank Finances and on the World Bank Projects Portal];
  - ii) Project ID, Project Description [currently public information on World Bank Finances and on the World Bank Projects Portal];
  - iii) Category Allocation Amount [currently public information on disclosed Financing Agreement on WB Docs];
  - iv) Disbursed Amount at **Category Level** [Disbursed amount at **loan level** is currently public on World Bank Finances and on the World Bank Projects Portal];
  - v) Undisbursed Amount at **Category Level** [Undisbursed amount at **loan level** is currently public on World Bank Finances and on the World Bank Projects Portal];
  - vi) Funds Available at Category Level;
  - vii) Historical Disbursed Amount in USD at Category Level;
  - viii) Special Commitments Amount at Category Level;
  - ix) Project Status [currently public information on the World Bank Projects Portal]; and
  - x) Loan Status [currently public information on World Bank Finances];

### 4. **Implementation**

- (a) The responsibility for the implementation of activities pursuant to the framework established by this Memorandum shall lie with the Parties, each of which has designated a representative below. By written notice or e-mail to the other Party, each Party may designate different or additional persons as its representatives.

For the World Bank:

Charles McDonough  
Vice President and Controller  
1818 H Street, Washington D.C  
Phone: (202) 458-4013  
Fax: (202) 477-8278  
Email: cmcdonough@worldbank.org

For the Republic of Moldova:

Veaceslav Negruta  
Minister of Finance  
str.Cosmonauților, 7, mun. Chișinău  
MD – 2005, Republica Moldova  
Phone: (+373 22) 226629  
Fax: (+373 22)240055  
Email: veaceslav.negruta@mf.gov.md

- (b) Unless otherwise agreed in writing, each Party shall be responsible for its own costs.

**5. Names, Marks and Logos**

- (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and the Republic of Moldova and all variations thereof including its associated logo(s) (collectively, the “logos”) are the sole and exclusive properties of the Bank and Moldova, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Memorandum.
- (b) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party’s Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party’s Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party’s Name that then are in the possession or control of each Party.

**6. Disclosure and Publicity**

The Parties will acknowledge and disclose to the public this Memorandum and information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the Parties' respective disclosure policies. The Parties will obtain each other's prior written consent before publicly disclosing information that either has provided as a result of this Memorandum and has explicitly marked as confidential and/or has specified as information that should not be disclosed outside of the Bank or the official parties in Moldova designated to receive the information,

**7. Limits to Memorandum**

- (a) This Memorandum is not intended by the Parties to be legally binding. This Memorandum does not constitute an agreement or commitment by either Party to enter into, or provide support for, any specific activity or project. Specific arrangements for individual activities and projects will be set forth in written document or work plan to be jointly formulated by the Parties ("Work Plan").
- (b) No relationship exclusive of a third party or parties shall be established between the Parties, whether under the Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.
- (c) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (d) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

**8. Disputes, Controversies and Claims**


In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties will attempt to reach an amicable resolution in good faith.

**9. Timeframe, Modification and Termination**

- (a) This Memorandum will come into force and effect upon signature by both Parties on the date set forth below. It shall have an initial term of three (3) years. Unless modified or terminated as provided below, the term of this Memorandum shall be automatically extended at the end of the initial term for another term of three (3) years.
- (b) This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.

In witness whereof the Parties have caused this Memorandum to be executed as of the day and date written below


**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT,  
and  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

  
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Charles McDonough  
Vice President and Controller

Date: 23/4/2012

1818 H Street, Washington D.C  
20433 NW, USA

**THE REPUBLIC OF MOLDOVA**

  
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Veaceslav Negruta  
Minister of Finance

Date: 15.05.12

str. Cosmonauților, 7, mun. Chișinău  
MD – 2005, Republica Moldova

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**DISCLOSURE AGREEMENT**

**BETWEEN**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

**AND**

**THE REPUBLIC OF MOLDOVA**

**APRIL 23, 2012**

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## DISCLOSURE AGREEMENT

This agreement ("*Agreement*") is entered into by and between the Republic of Moldova ("*Disclosing Party*"), and the International Bank for Reconstruction and Development and the International Development Association (collectively, the "*Bank*" and together with the Disclosing Party, the "*Parties*" and each a "*Party*"), in connection with certain information relating to financing provided or administered by the Bank and extended to the Disclosing Party. In consideration of the request by the Disclosing Party for the Bank to make public the Information (as defined below), the Bank and the Disclosing Party agree as follows:

- 1) In this Agreement, *Information* means any information as set forth below (including, without limitation, any document, electronic file or any other way of representing or recording information) furnished by the Disclosing Party to the Bank:

As set out in paragraph 3(b) of the Memorandum of Understanding between the Parties executed on \_\_\_\_\_.

- 2) The Bank agrees to publish and/or make publicly available the Information on behalf of the Disclosing Party, unless such publication or disclosure is determined by the Bank to be inconsistent with Bank policies.
- 3) The Disclosing Party represents and warrants to the Bank that it has the right and authority to disclose the Information to the Bank, and to request the Bank to publish and/or make public the information on behalf of the Disclosing Party.
- 4) The Bank shall not be liable to the Disclosing Party for any loss, cost, liability or other claim in connection with the disclosure of the Information.
- 5) Nothing in this Agreement shall be considered to be a waiver of any privileges and immunities of the Bank. All such privileges and immunities are expressly reserved.
- 6) The Parties hereby agree that this Agreement contains the entire agreement between them concerning the Disclosing Party's request for the Bank to make public the Information, and that no modifications of this Agreement or waiver of the terms and conditions hereof will be binding except by a written agreement between the Bank and the Disclosing Party.
- 7) Any dispute between the Parties arising out of or relating to this Agreement shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules.
- 8) This Agreement may be executed in separate counterparts and by each party separately on a separate counterpart, and each such counterpart, when so executed and delivered, shall be an original. Such counterparts shall together constitute one and the same instrument.

[Remainder of this page intentionally left blank]

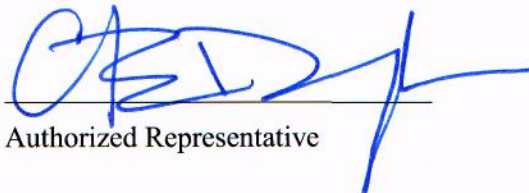


**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and agree that it shall be binding and of legal effect from the date of the last signature of this Agreement.

This Agreement shall apply provisionally from the date of its signature and shall enter into force on the date the Republic of Moldova has notified the Bank in writing that the internal requirements for the entry into force of this Agreement have been met.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised for that purpose, have signed this Agreement in two authentic copies in the English language.

**On behalf of the International Bank for Reconstruction and Development and the International Development Association:**

  
Authorized Representative

Name: Charles McDonough

Title: Vice President and Controller

Date: 23 / 4 / 2012

**On behalf of the Republic of Moldova:**

  
Authorized Representative

Name: Veaceslav Negruta

Title: Minister of Finance

Date: 15.05.12.