

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA**  
**AND**  
**THE GOVERNMENT OF THE CZECH REPUBLIC**  
**ON DEVELOPMENT COOPERATION**

The Government of the Republic of Moldova and the Government of the Czech Republic (hereinafter referred to as the "Contracting Parties"),

Desiring to strengthen the existing mutual friendly relations between the Republic of Moldova and the Czech Republic and between their nationals;

In view of the intention of the Czech Republic to contribute to the economic and social development of the Republic of Moldova and to the fulfilment of its development goals;

Putting emphasis on the sustainable and harmonious development of the Republic of Moldova, with special regard to the needs of the poorest and neediest segments of the Moldovan society;

Bearing in mind that respect for democratic principles, for the general principles of international law as well as for human rights is the crucial principle of development

cooperation between the States of the Contracting Parties;

Have agreed as follows:

## Article 1

The subject-matter of this Agreement is development cooperation between the States of the Contracting Parties, to be carried out, in particular, in the form of:

- a) Technical cooperation for the purposes of promoting the economic and social development of the Republic of Moldova;
- b) Preparation and implementation of programmes, projects, surveys and research for the purposes of fulfilling the development goals of the Republic of Moldova;
- c) Provision of equipment, material, goods and services necessary for successful implementation of development cooperation projects;
- d) Assignment of development project promoters to the Republic of Moldova for the purposes of training, consultations, study visits or other types of technical assistance;
- e) Sending of planning, monitoring and evaluation missions to the Republic of Moldova to formulate, analyze and inspect development projects;
- f) Other activities as agreed between the Contracting Parties.

## Article 2

The Moldovan Party undertakes to:

- a) to exempt the goods and the services financed by the Czech contribution within the framework of implementation of this Agreement, imported into or acquired in the Republic of Moldova for the purposes of

development cooperation projects, of duties and taxes, as well as of other mandatory payments payable in the Republic of Moldova;

b) to exempt all equipment, material, goods, vehicles, work and services imported into the Republic of Moldova for the purposes of any joint activities performed within the framework of implementation of this Agreement from all duties, taxes including the value added tax, dues, levies and any fees payable in the Republic of Moldova;

c) to exempt Czech promoters of development cooperation projects assigned to the Republic of Moldova within the framework of implementation of this Agreement, as well as their dependents, from customs duty, other taxes and import charges on the import of goods for personal use in the Republic of Moldova, new or used within six months from the date of the arrival on the territory of the Republic of Moldova. The goods imported may thus be sold to other individuals entitled to exemptions. In case the goods imported are sold differently, then the goods sold will be taxed.

d) facilitate the customs clearance and other entry and exit clearance procedures for persons assigned by the Czech Party to the Republic of Moldova within the framework of implementation of this Agreement, as well as for their dependents. It shall also pay attention to the issue of reducing the waiting times for entry visas and permits (working, residence, etc.) in cases where such visas and permits are required, and shall exempt persons assigned by the Czech Party, as well as their dependents, from the payment of all related fees;

e) ensure that persons assigned by the Czech Party within the framework of implementation of this Agreement, as well as their dependents, are accorded treatment at least as favourable as that accorded to persons assigned on a comparable basis by any other country or international organization within the framework of development cooperation.

### **Article 3**

- (1) The authorities responsible for coordinating the implementation of this Agreement are
- (a) in the Czech Republic, the Ministry of Foreign Affairs of the Czech Republic
  - (b) in the Republic of Moldova, State Chancellery of Republic of Moldova
- (2) Any changes of the authorities referred to paragraph 1 shall be promptly notified to the other Contracting Party through diplomatic channels.

### **Article 4**

Any disputes arising from the implementation of this Agreement shall be settled by negotiation between the authorities referred to in Article 3, paragraph 1 of this Agreement. If the dispute cannot be settled by negotiation between these authorities, it shall be settled by negotiation between the Contracting Parties.

## Article 5

This Agreement shall enter into force on the thirtieth day following the date of the later notification, made through diplomatic channels, regarding the completion by the Contracting Parties of the internal procedures necessary for the entry into force of this Agreement.

After entry into force of this Agreement, tax and customs facilities provided in art. 2, shall also apply to any ongoing cooperation projects for development, however only in respect of the activities which will take place after the entry into force of this Agreement.

## Article 6

(1) This Agreement is concluded for an indefinite period. Either Contracting Party may terminate the Agreement in writing not later than 6 months before the end of the current calendar year. The Agreement shall terminate on 31 December of the year in which the notice of termination has been given.

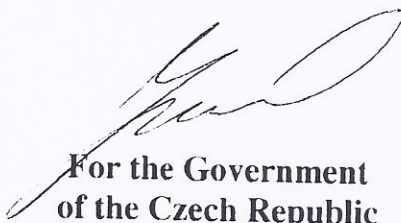
(2) In case of termination of the Agreement, any projects commenced while the Agreement was in force but not completed as of the date of its termination shall be governed by the provisions of this Agreement until their final completion, but not for longer than for two years following the termination of the Agreement. For the purposes of this Agreement, the date of commencement of a project shall be the date of signature of a written document concerning the implementation of the development project (e.g. a memorandum of understanding). and the date of

completion of a project shall be the date of signature of a formal record on the handover of the development project.

Done at Chişinău on 23 November 2012 in two originals, each in the Moldovan, Czech and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



**For the Government  
of the Republic of Moldova**



**For the Government  
of the Czech Republic**