

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME,
CENTRE OF ELECTRONIC GOVERNMENT OF MOLDOVA,
AND
CONSUMER PROTECTION AGENCY OF THE REPUBLIC OF MOLDOVA**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States, and Consumer Protection Agency, subordinated to the Ministry of Economy of the Republic of Moldova (hereinafter “Agency”), UNDP and Agency are hereinafter jointly referred to as the “Parties”.

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

WHEREAS, UNDP represented by UNDP Moldova Country Office is interested in enhancing its development activities in strengthening civic engagement and consumer protection;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

The overall objective of this MOU is to provide the support necessary to develop and maintain an online platform on reporting of civic irregularities Imipasa (hereinafter “Platform”). The Platform will create a mechanism of direct communication between public institutions and citizens and will serve as a feedback mechanism to demonstrate to people the actions taken by public authorities in response to people’s requests.

**Article II
Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- i) Design, deploy and maintain the Platform to provide more efficient protection of consumer rights through participative civic reporting on the Platform of irregularities concerning consumer protection

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V Visibility

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each Party.

Article VI Term, Termination, Renewal and Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 2 years from the Effective Date, as defined in Article X unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for a subsequent period of one year.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

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