

Sida Contribution No:
53040005

SPECIFIC AGREEMENT BETWEEN SWEDEN AND REPUBLIC OF MOLDOVA

Sweden, represented by the Swedish International Development Cooperation Agency, Sida, and Moldova, represented by the Government of the Republic of Moldova have agreed as follows.

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

Moldova has decided to carry out an Agricultural Census.

The objective of the General Agricultural Census (GAC) is to provide central and local public authorities, academic circle, business and the public society with comprehensive, relevant and comparable information at international level regarding the state of agrarian sector, especially on the :

- Structure of agricultural producers ;
- Potential of Human, land, technical and other resources in agriculture:
 - area of agricultural land by land use;
 - number of livestock and poultry by species, age groups and sex;
 - number of tractors, agricultural machinery and energy potential;
 - population employed in agriculture, including gender disaggregation.
- Methods of production in agriculture (use of irrigation, chemicals, production of organic products, etc.)

ARTICLE 2 EXPECTED RESULTS

To make the objectives operational Moldova has developed a Results Assessment Framework (RAF) for measuring the results in its implementation of the Agricultural Census, Annex 1. The RAF and/or its revisions, form an integral part of this Agreement. All substantial revisions of the RAF shall be agreed during Review Meetings and documented in Agreed Minutes in accordance with Article 8.

ARTICLE 3 THE SWEDISH CONTRIBUTION

Sweden shall, subject to parliamentary appropriation of funds, support the implementation and monitoring of the project as specified in this Agreement within an amount 20 000 000 Swedish kronor (SEK) during 2010.

ARTICLE 4 UNDERTAKINGS BY MOLDOVA

Moldova undertakes:

1. to implement the Agricultural Census and to co-finance the census with fourteen million nine hundred thousand Lei (14,9 MLei) during 2010 and cover the full costs for 2011 and 2012. Moldova will particularly also cover the costs of
 - the Census division of the National Bureau of Statistics ,
 - purchase of services on information about agricultural land owners and stationery
 - rent of rooms, transportations services, telephone costs, travel and other services
2. the responsibility for the Swedish contribution being used efficiently for agreed purposes only,
3. to ensure that administration and internal control of project resources are adequately carried out.

ARTICLE 5 CONDITIONS FOR AND UTILISATION OF THE SWEDISH CONTRIBUTION

Only costs for activities carried out during the period from July 1, 2010 to January 31, 2011 may be financed by the Swedish contribution. After a period of six months from that latter date, the contribution in this Agreement shall not be available for payment.

Only the following types of costs may be financed from the Swedish contribution: Costs as described in the budget, annex 2.

It is a prerequisite for the disbursement of Swedish funds that all resources for the project not provided by Sweden are allocated by Moldova. Such an allocation as envisaged in the project document shall be made by a formal decision of the appropriate authority of Moldova. If the project document does not specify when the allocation shall be made, the allocation shall be made sufficiently in advance of the provision of the Swedish resources to allow implementation to proceed according to agreed plans.

Sweden may, at any time, withhold disbursements if deviations from the project document, budget and/or RAF occur; if misuse of funds or other resources takes place; if the resources to be allocated by Moldova are not provided as planned; if reports are not delivered as agreed; if the financial management of the Agricultural Census is not satisfactory; if Moldova's obligations under previous agreements between Moldova and Sweden on support to the Agricultural Census are not fulfilled; or circumstances are otherwise revealed which makes the Agricultural Census develop

unfavourably in any other important respect. It is agreed that the following is of special importance:

- If the census should coincide with general elections

Funds transferred to Moldova under this Agreement and not utilised before January 31, 2011 for the financing of activities shall be repaid to Sweden within three months of that date.

Sida may, if substantial deviation from the Agricultural Census document and/or subsequent Plans of Operation has occurred, or if other conditions set out in this Article are not fulfilled or fully respected, reclaim the disbursed amount, wholly or in part, from Moldova.

ARTICLE 6 PROCUREMENT

Procurement of goods, works and services shall be performed in accordance with internationally accepted principles and good procurement practices.

Sweden may perform examinations of procurements. The examination can be made in the form of a procurement audit. Moldova shall provide Sweden with all the necessary documentation.

For procurement of goods, works and services carried out by Moldova or by an agency/consultant appointed by Moldova the Moldovan procurement rules shall apply.

Tender documentation, including all published procurement notices, shall be prepared in Romanian and English.

The following parts of the procurement process require Sida's no - objection: Component. 2 Equipment.

At the request of either of the Parties, consultations shall be held on any matter pertaining to procurement under this Agreement.

ARTICLE 7 ENVIRONMENTAL IMPACT

Check with FAO if this has been done.

The Agricultural Census shall include an environmental impact assessment, EIA, according to Sida's Guidelines for the Review of Environmental Impact Assessment (www.sida.se). Moldova undertakes to implement the recommendations from the EIA. The implementation shall be followed up in the monitoring and evaluation activities of the Census

ARTICLE 8 PLANNING, REVIEW, REPORTING AND EVALUATION

In order to plan, monitor and assess financial resources allocated for the conduction of GAC, a Joint Commission with representatives of all relevant stakeholders shall be created by Governmental Decision, Republic of Moldova. The Joint Commission will meet bi-annually in April and October. The first meeting will be in October 2010.

Review Meetings shall be held no later than 30 April and 31 October every year. During Review Meetings the Parties shall assess the performance of the Agricultural Census in relation to the RAF and initiate policy dialogue. **Agreed Minutes** shall be prepared and signed before a Review Meeting is closed.

A draft **Results Progress Report** shall be presented to Sweden before each Review Meeting and no later than 31 March and 30 September each year. The report shall summarize obtained and expected results in relation to the RAF, and contain an analysis of any deviation there from. The Annual Review Meeting may decide that this report shall be revised, in which case a date for the provision of the final report shall be stated in the Agreed Minutes.

A **Financial Report** according to Sida's instruction for reporting, Annex 2, shall be submitted to Sweden no later than 30 April and 30 September each year. Intermediate financial reporting routines shall be agreed between the Parties taking into account, that an approved financial report is a prerequisite for disbursements as in Article 9.

The financial reports shall be audited in accordance with the provisions of ARTICLE 10 AUDIT in this Agreement.

A **Completion Report** shall be submitted to Sweden as a draft no later than 45 days before the Final Review Meeting. The report shall summarize obtained and expected results in relation to the RAF, and contain an analysis of any deviation there from. After joint consideration of the draft, the report shall be amended and finalised and submitted to Sweden within 45 days of the meeting. If the Final Review Meeting for some reason will not be held, the Draft Completion Report shall be submitted to Sweden no later than [date] and the Final Completion Report within 45 days of receiving comments.

Moldova shall promptly inform Sweden if reports and plans cannot be submitted as agreed. Review meetings will not be held and new funds will not be disbursed until the required documents have been received. Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation should arise, that makes it likely that the Agricultural Census will not be carried out as agreed.

Moldova shall provide Sweden with any other information regarding the Agricultural Census that Sweden may reasonably request and enable Swedish representatives to visit Agricultural Census locations and inspect property, goods, records and documents. Moldova shall co-operate with and assist Sweden in the performance of follow -ups and evaluations of the impact of the Agricultural Census. The obligations of Moldova in this respect shall apply also to previously agreed support provided by Sweden to the project

ARTICLE 9 DISBURSEMENT

Provided that there is a need for funds the Swedish contribution shall be disbursed as follows,

- SEK 10 million shall be available for disbursement upon signature of the Agreement,
- SEK 10 million shall be made available for disbursement on November 15, 2010.

A prerequisite for disbursement is that the requirements in Article 5 are fulfilled and that progress and financial reporting as stipulated in Article 8 is submitted by Moldova and approved by Sweden. Each disbursement request needs to include or refer to a progress and financial report, as stipulated in Article 8. No disbursement can be made until Sweden has approved the request.

Disbursements of Swedish contributions shall only be made against a disbursement request in original from Moldova. Authorized to sign the disbursement request on behalf of [competent authority referred to in the preamble] is the [title and function] or his/her designated representative. Moldova shall inform Sweden of any new designation.

The disbursement request shall contain the following information and the disbursement shall be made accordingly:

- the words "disbursement request" in the heading
- the Sida Contribution ID
- the name of the [project/programme]
- the requested amount in SEK
- the recipient's bank, bank address, account number/IBAN No, account holder, clearing number/sort code, SWIFT -code and currency of the account
- financial report on use of previous disbursements or reference to such report

- a prognosis of the need for funds the following period.

The disbursement request shall be signed and addressed by National Bureau of Statistics.

ARTICLE 10 AUDIT

Moldova is responsible for that the Agricultural Census is audited annually. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international standards issued by International Organisation of Supreme Audit Institutions (INTOSAI) or International Federation of Accountants (IFAC).

Sida's standard **Terms of Reference** for annual financial audit shall be used, Annex 3. Any deviations shall be approved by Sida. The cost for the audit shall be paid by the Moldova and shall be a part of the Agricultural Census budget.

The **Auditor's report** shall express an opinion whether the submitted annual financial report is in accordance with Moldova's accounting records and Sida's instructions for reporting according to ISA 800. The auditor shall also express an opinion on other questions if requested in the terms of reference.

The auditor's reporting shall contain the audit findings made during the audit process. It shall also state which measures have been taken as a result of previous audits and whether measures taken have been adequate to deal with reported shortcomings.

Moldova shall present the auditor's reporting to Sida no later than April 30, 2011. A **Management response** including an **Action plan** shall be produced by the implementing agency and submitted to Sida within three weeks after the end of April.

Moldova shall co-operate with and assist Sida in the performance of any additional audits, follow-ups and financial studies that Sida may request.

If Moldova shall channel financial funds to a recipient organisation Moldova shall be responsible for that yearly audits of those funds are performed according to the above stated requirements.

ARTICLE 11 ANTI-CORRUPTION

Sida and Moldova agree on cooperating to counteract corruption during the implementation of the Agricultural Census. In planning and implementation of the operational activities, Moldova shall take into consideration the risk of corruption and identify important problems and elaborate clear objectives. If a substantial risk of corruption is considered

to be one of the identified problems, measurable objectives shall be elaborated to reduce the risk identified.

Moldova undertakes to investigate and, if necessary, take action, including legal measures, against any person or persons whom there is good reason to suspect of corruption or other improper gain.

Moldova shall immediately inform Sweden of any illegal or corrupt practice or any other misuse of the contribution in any activity financed under this Agreement that Moldova is aware of or that has been brought to its attention, whether or not under Moldova's responsibility. Moldova shall provide Sweden with information on the findings and any actions or measures taken by Moldova. Upon receipt of any such notification, the Parties shall promptly consult with each other to determine further actions to be taken in order to resolve the matter. Moldova shall keep Sweden informed of the progress of any formal investigation concerning the matter and provide Sweden with a final report of the findings of such investigation upon its conclusion.

ARTICLE 12 REFERENCE TO OTHER AGREEMENTS

Cooperation between the Parties under this Agreement is also governed by:

- the Agreement on General Terms and Conditions for Development Cooperation between the Parties for the period 2003-11
- any agreement that may replace or amend the said agreement.

ARTICLE 13 TERMINATION

This Agreement shall remain valid until December 31, 2012, unless terminated earlier by six months' written notice by either Party. In case of serious breach of the Agreement, Sweden may terminate the Agreement with immediate effect.

In cases of termination by Sweden the termination shall not apply to funds irrevocably committed in good faith by Moldova to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

In case of termination by Moldova, no funds shall be made available for activities after the expiry of this Agreement.

ARTICLE 14 ENTRY INTO FORCE

This Agreement shall enter into force on July 1, 2010.

Two originals of this Agreement have been signed, of which the parties have taken one each.

Place and date

Sweden, represented by Sida

Place and date

Moldova, represented by Ministry
of Finance

Signature

Signature

Name and title in block letters

Name and title in block letters

Enclosures

Annex 1 Results Assessment Framework

Annex 2 Activities financed by contribution of Sweden within the General Agricultural
Census from 2010;

Annex 3 Standard Terms of Reference for annual financial audit

Annex 4 Instructions for reporting