

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL
ASSISTANCE,
THE CENTRAL ELECTORAL COMMISSION OF MOLDOVA
AND
THE CENTER FOR CONTINUOUS ELECTORAL TRAINING**

The Central Electoral Commission of Moldova (CEC) with headquarters in Chisinau, 119 Vasile Alecsandri st., Republic of Moldova, the Center for Continuous Electoral Training (hereinafter referred to as CCET), with headquarters in Chisinau, 119 Vasile Alecsandri st., Republic of Moldova and the International Institute for Democracy and Electoral Assistance (hereinafter referred to as International IDEA), with headquarters in Strömsborg, SE-10334 Stockholm, Sweden, hereinafter jointly referred to as "the Parties",

ACKNOWLEDGING that democracy is a universal human aspiration and that support for democratic institutions and processes is a common objective of all three institutions;

RECOGNIZING that democracy comes in multiple forms, that there is no single and universally applicable model of democracy, and that there is no end point in improving democracy;

CONSIDERING that the CEC is a public institution, responsible for ensuring best conditions for all citizens of Republic of Moldova to freely benefit from the constitutional right to vote to be elected within free and fair elections, in accordance with article 22 of the Electoral Code of the Republic of Moldova;

CONSIDERING that CCET is the training institute of the CEC, responsible for permanent training and qualifying electoral officials, as defined by art. 26¹ of the Electoral Code of the Republic of Moldova;

CONSIDERING that International IDEA is an intergovernmental organization that supports sustainable democracy worldwide by providing comparative knowledge, creating platforms for dialogue and assisting in democratic reform;

RECALLING achievements made as a result of previous collaboration between International IDEA, CEC and CCET in the workshop on Political Finance: Digital reporting and Disclosure, on 20-21 June 2016;

CONSCIOUS of the central role of partnerships to coordinate efforts and maximize the impact of responses to democracy building challenges;

HAVE AGREED to sign this Memorandum of Understanding:

Article 1: Purpose

1. The purpose of this Memorandum of Understanding (hereinafter "MOU") is to strengthen cooperation between the Parties in areas of mutual interest, by defining a framework for establishing a mutually cooperative relationship for strengthening institutions and processes for democratic oversight of the funding of political parties, and to establish terms and conditions concerning the undertaking assumed herein by the Parties. The cooperation shall include, but not be limited to general support of the development of a digital reporting and disclosure system for political party finance in Moldova.

Article 2: Areas of Cooperation

2. In pursuit of the purpose of this MOU, the Parties agree to develop joint efforts in areas of common interest. These may include such as areas as assistance to developing user manuals and training of trainers. Such activities and respective responsibilities will be defined separately through Letters of Agreement.

Any other support or actions in relation to the development of a digital reporting and disclosure system for political party finance, that the parties of this agreement consider relevant to this purpose.

Article 3: Modalities of cooperation

3. In pursuit of the purpose of this MOU, the Parties will cooperate through the following means:
 - The Parties will keep each other informed and will consult one another on matters of their own experience and common interest that, in their judgment, will be beneficial to the areas of cooperation defined in Article 2;
 - The Parties will conduct an annual joint planning and review session with the expressed aim of: a) assessing progress and challenges; b) identifying strategies for strengthening the cooperation and responding to arising challenges; and c) charting the way forward.
 - In addition to the annual joint planning and review session, the Parties will, as and when necessary, conduct bilateral discussions in order to monitor progress, identify and address challenges, inform each other on developments with respect to their programmes and activities and plan for further cooperation within the areas of cooperation.;

Specific responsibilities, as well as technical and financial arrangements pertaining to any joint activities developed in pursuance of this MOU will be defined through a separate Letter of Agreement or Cooperation Agreement between the Parties, subject to their respective regulations and procedures.

Article 4: Financial Obligations

4. This MOU shall not impose any financial obligations on either of the Parties. No clause herein shall be understood as a commitment of any kind from either Party to contribute funds for implementing any activities in pursuance of this MOU. Financial obligations incurred by the Parties as a result of joint activities resulting from this MOU shall be subject to authorizations from their respective bodies, availability of funds, and the corresponding financial and budgetary regulations.

The Parties may engage in separate or joint resource mobilization efforts to support implementation of any joint activities developed in pursuance of this MOU.

Article 5: Intellectual Property

5. The intellectual property right (hereinafter "copyright") to all new materials developed jointly under this MOU, including electronic or computer-stored contents of the same, shall be specified in each Cooperation Agreement signed by the duly authorised representatives of the Parties in furtherance of this MOU, with the intention that it be jointly held by the Parties.

Excluded from the above is material contributed by either Party, which was developed solely by that Party as part of publications that have already been published in print or electronically. The copyright to such material shall remain the exclusive property of the corresponding Party.

Article 6: Use of Names and Emblems

6. Neither Party will use the name, emblem or registered trademarks of the other Party, or of its subsidiaries, or any abbreviation of such names, emblems or registered trademarks, in connection with its activities or in any other way, without the other Party's express prior written approval for each particular case.

All three Parties state that they are familiar with the other Parties' ideals and objectives and understand that the other Parties' name and emblem cannot be associated with any political or sectarian cause or in any other way that is not consistent with the nature, reputation and neutrality of the organizations.

The Parties agree to acknowledge the cooperation stipulated in Article 2, when appropriate. To that end, the Parties will consult one another regarding the means and form of such acknowledgement.

Unless otherwise specified in the agreements resulting from this MOU, the logos and names of all three parties shall be displayed in equal size and standing on the front cover of all material developed jointly and published jointly under this MOU.

Article 7: Privileges and Immunities

7. The Parties may, without prejudice to this MOU, pursue collaborative work with other global, regional and national institutions in support of their broad work programmes and priorities.

Nothing in this MOU and/or in the specific agreements concluded thereunder shall be deemed to be a waiver, expressed or implied, of any of the privileges and immunities of the Parties.

Article 8: Coordination and Notification

8. The CEC, the CCET and International IDEA's Wider Europe Programme, shall be the bodies entrusted by each Party with coordinating this MOU, and shall receive all correspondence concerning matters envisaged in this MOU. All notices and communications shall be addressed to them through the addresses, faxes and emails indicated below or at any other addresses that subsequently have been duly indicated:

For the CEC

Name: Alina Russu

Position: Chairperson

Phone: (+373) 22 251 451

Email: alina.russu@cec.md

For the CCET

Name: Natalia Iuras

Position: Director

Phone: (+373) 22 260 914

Email: natalia.iuras@icde.md

For International IDEA

Name: Sam van der Staak

Position: Senior Programme Manager

Unit: Wider Europe Programme

Phone: +31 6 15 61 30 64

Email: S.vanderStaak@idea.int

Article 9: Settlement of Disputes

9. Any dispute, controversy or claim that may arise over the interpretation or implementation of this MOU shall be settled by direct negotiation and mutual consent between the Parties. Should this not provide a satisfactory solution to both Parties, the Parties shall submit the dispute to an arbitration procedure agreed upon by them.

Article 10: Entry into Force, Amendment and Termination


10. This MOU shall enter into effect on the date of its signature by the duly accredited representatives of the Parties, and it shall remain in effect until 31 December 2018.

This MOU may be amended or extended by mutual consent of the Parties. The proposed amendment or extension shall be made in writing and shall enter into force upon written approval by all three Parties through their duly authorized representatives. Any instrument containing amendments shall be appended to and become an integral part of the MOU.

This MOU may be terminated by either Party through prior written notification to the other party at least three (3) months in advance. Termination of the MOU shall not affect joint projects initiated through separate Cooperation Agreements under Article 3, and it shall not affect irrevocable obligations assumed by the Parties prior to receipt of the notice of termination.

In WITNESS, WHEREOF the duly authorised representatives of the Parties have signed this MOU in two equally valid originals at the places and on the dates indicated below.

FOR THE CENTRAL ELECTORAL
COMMISSION OF MOLDOVA:

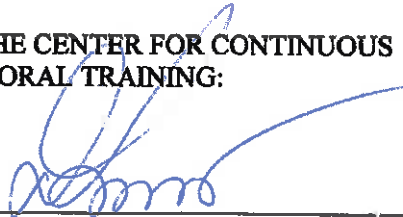


Alina Russu

Place: Chisinau

Date:

FOR THE CENTER FOR CONTINUOUS
ELECTORAL TRAINING:

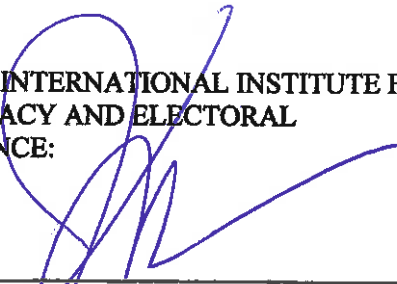


Natalia Iuras

Place: Chisinau

Date:

FOR THE INTERNATIONAL INSTITUTE FOR
DEMOCRACY AND ELECTORAL
ASSISTANCE:



Yves Leterme
Secretary-General, International IDEA

Place: STOCKHOLM

Date: 19 APRIL 2017