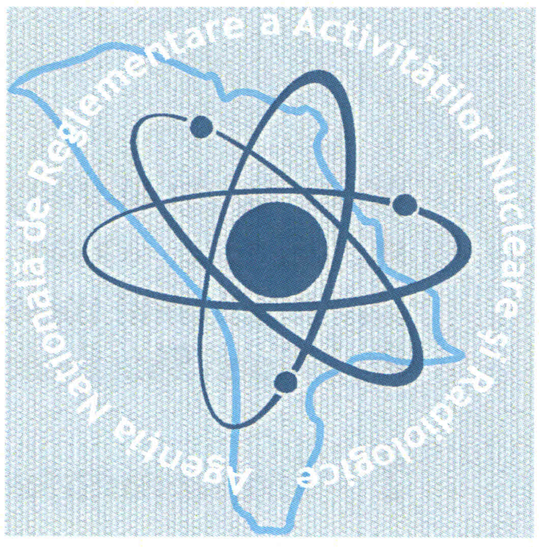
Strålsäkerhetsmyndigheten

Swedish Radiation Safety Authority

SSM2023-2009



AGREEMENT ON CO-OPERATION

BETWEEN

THE NATIONAL AGENCY FOR REGULATION OF NUCLEAR AND RADIOLOGICAL ACTIVITY OF MOLDOVA

AND

THE SWEDISH RADIATION SAFETY AUTHORITY

The Government of Sweden has decided to render funding to the Radiation Safety Authority (hereinafter SSM or the Party) to co-operate with and provide technical assistance and other support measures (hereinafter projects/activities) to the Republic of Moldova in the areas of nuclear safety and security, radioactive waste management, nuclear non-proliferation, radiation protection and environmental monitoring.

SSM is implementing an EU and Sida funded project (EU Contribution Agreement No INSC/2021/425-628 and Sida Contribution No. 15431) in the area of Safe Management of Radioactive Waste in Moldova (Annex x). Within the project NARNRA is the beneficiary for the tasks relating to update legal and regulatory framework in the area of radioactive waste management and on national competence and capacity.

According to the Ordinance with Instructions for the Radiation Safety Authority 2008:452, the SSM may enter into co-operation agreements with authorities and state institutions in other countries.

SSM and the National Agency for the Regulation of Nuclear and Radiological Activities of Moldova (hereinafter referred to as NARNRA or the Party) agree to co-operate in the above-mentioned bilateral and EU and Sida financed project areas. Projects/activities shall be provided to the benefit of NARNRA, which is willing to accept this support.

The implementation of this Co-operation Agreement shall take into account the Agreement between Sweden and the Republic of Moldova on General Terms and Conditions for Development Cooperation, 2018 (Annex).

SSM and NARNRA hereby agree as follows:

1 Objectives and Scope

The objective of this Co-operation Agreement is to implement projects/activities in

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order to bilaterally support NARNRA in the areas of nuclear safety and security, radioactive waste management, nuclear non-proliferation, radiation protection and environmental monitoring and to implement the activities planned for NARNRA within the EU and Sida funded project in the area of Safe Management of Radioactive Waste in Moldova.

2 Implementation of the Agreement and financial conditions

Based on the yearly-allocated bilateral funds to SSM, as well as the funding provided in the EU and Sida project, SSM and NARNRA representatives shall discuss, prioritise and agree on a Project Identification Sheet (PIS) comprising the projects/activities planned to be implemented in the coming year. The PIS shall contain a list of projects/activities ongoing and planned for the respective budget year. The PIS shall also include a cost estimate for each individual project/activity. The PIS shall be updated yearly and shall be approved by SSM.

Co-financing of a specific project/activity shall be discussed and agreed upon between the Parties and be specified in the PIS.

The Parties may agree, during the financial year, to add new projects/activities and/or remove or modify projects/activities specified in the PIS. All such changes must be approved by SSM.

The parties shall arrange at least two annual project review meetings.

Costs for NARNRA personnel for travel, accommodation and daily allowances in connection with participation at international conferences or for the implementation of a specific project/activity, may be paid by SSM after case by case approval by SSM prior to the activity.

The implementation of projects/activities can be carried out through contracts between the Non-Governmental Organisation (NGO) of NARNRA and a selected supplier of goods and/or services. Such project/activity will be financed or co-financed by SSM through a specific Project Financing Agreement (PFA) established between the NGO and SSM.

Upon the completion of each project/activity, NARNRA shall prepare and submit a final report to SSM on what has been achieved and break down of costs. The report shall be approved by SSM.

3 Taxes and Duties

The financing under this Agreement shall be exempted from customs duties, value added tax (VAT) and related fees. Taxes and duties on the goods and services of SSM and their subcontractors, which are payable according to Swedish legislation, shall be paid by SSM.

4 Anti-corruption and fraud

NARNRA shall take all appropriate measures to prevent corruption and fraud that may occur in connection with the implementation of Projects under this Agreement and promptly notify SSM of any allegations of corruption and fraud in connection with this Agreement.

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If corruption or fraud does occur, NARNRA shall take timely and appropriate actions to address the problem.

Until satisfactorily investigation and handling of the issue has been implemented, no further payments to the project/activity concerned will be made by SSM.

If no measures are taken within a reasonable time to deal with corruption or fraud that has occurred, SSM may terminate this Agreement after notifying NARNRA in writing.

5 Working Language

All correspondence under this Co-operation Agreement shall be in English.

6 Amendments, changed circumstances and renegotiation

The following terms apply to amendments to the Agreement. The Agreement may be:

1) amended or terminated upon mutual consent thereupon of both Parties hereto, an amendment to be executed in a separate amendment constituting an integral part of this Agreement;
2) extended in writing for additional periods of two (2) years by mutual decision of the Parties, unless either Party notifies the other Party in writing, three months prior to the expiry date, of its intention to allow this Arrangement to expire;
3) terminated by either Party at any time by giving at least three months' notice; and
4) terminated upon the end of funding from the Government of Sweden.

Any change in circumstances of relevance to this Agreement identified by SSM or NARNRA shall be reported to the other Party of this Agreement without delay.

Renegotiation of this Agreement may take place if any circumstance occurs that has not been foreseen and which severely affects the possibility of undertaking commitments from either party. Renegotiation shall be effected by written notice from one party to the other and negotiations shall commence within fifteen (15) days of receipt of such notice.

7 Validity

The Agreement will enter into force on the date of signature on behalf of both Parties and remain in effect for a period of two (2) years from the entry into force of the Agreement.

8 Signatures

This Agreement has been signed in two (2) original copies in the English language.

On behalf of SSM

Place: Solna

Date: 230421

Nina Cromnier
Director General

On behalf of NARNRA

Place: Chișinău

Date: 27.04.2023

Ionel Balan
Adjunct Director

Parties and contact information

Swedish Radiation Safety Authority (SSM), SE-171 16 Stockholm, Sweden
Registration number: 202100-5737

Contact person: Viviana Sandberg	**Telephone:** +46 8 799 41 75
E-mail: viviana.sandberg@ssm.se	

National Agency for the Regulation of Nuclear and Radiological Activities of Moldova (NARNRA) MD 2068, Chisinau, 1 Alecu Russo Str., Republic of Moldova
Registration number:

Contact person: Ionel Bălan	**Telephone:** +373 22 31 11 36
E-mail: Ionel.balan@anranr.gov.md	

Annex:
Agreement between Sweden and the Republic of Moldova on General Terms and Conditions for Development Cooperation, 2018.

AGREEMENT
BETWEEN SWEDEN AND THE REPUBLIC OF MOLDOVA ON GENERAL TERMS AND CONDITIONS FOR DEVELOPMENT COOPERATION

The parties to this Agreement are Sweden, represented by the Swedish International Development Cooperation Agency, Sida and the Republic of Moldova.

The ownership of development in the Republic of Moldova is exercised by the Government of the Republic of Moldova and therefore the roles of the development cooperation in the Republic of Moldova are divided between the parties. Accordingly, the Republic of Moldova has the responsibility of all implementation of development cooperation operations in the Republic of Moldova, whereas the role of Sweden is limited to the contribution of resources to development cooperation.

The parties have agreed as follows

ARTICLE 1 SCOPE OF THE AGREEMENT

(1) This Agreement sets out the general terms and conditions for development cooperation between the parties.

(2) The conditions in this Agreement shall apply to the development cooperation in the Republic of Moldova, when a reference to this agreement is included in specific agreements between the parties on projects/programmes of development cooperation.

ARTICLE 2 CONDITIONS FOR DEVELOPMENT COOPERATION

General conditions

(1) Resources financed or contributed by Sweden shall be used exclusively for the purposes laid down in specific agreements between the parties on development cooperation.

(2) Republic of Moldova shall to the utmost possible extent facilitate and refrain from obstructing the performance of all operations in the Republic of Moldova within the development cooperation between the parties.

(3) Funds provided by Sweden in accordance with specific agreements shall not be hindered or delayed by currency or foreign exchange controls or charges imposed by the Republic of Moldova.

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(4) No customs duties, value added tax (VAT) or related fees shall be charged to Sweden by the Republic of Moldova on goods or other resources provided or financed by Sweden to the Republic of Moldova within the scope of development cooperation projects/programmes.

(5) The Republic of Moldova shall give Sweden any information on the of resources provided by Sweden that Sweden may reasonably request and enable representatives of Sweden to visit and study activities and to inspect property, goods, records and documents.

(6) Experts, personnel and other representatives from Sweden within the projects/programmes of cooperation for development initiated on the basis of the Agreement, who perform activities and services for and/or in the name of the Swedish part, will benefit from privileges and immunities which are necessary for performing their functions independently during the period of the mission or of the contractual engagement.

Expatriate legal and natural persons and their personnel

(7) The laws of the Republic of Moldova apply to all expatriate legal and natural persons performing tasks in the Republic of Moldova within the framework of development cooperation between the parties. In the event of detention or arrest, for any reason whatsoever, of any person covered by this agreement, or in the event of criminal proceedings being instituted against such a person, the Embassy of Sweden in Moldova shall be notified without delay and shall have the right to visit the detained or arrested person. The detained or arrested person shall have the right to contact his/her embassy or consulate and to have access to a lawyer assigned by his/her embassy or by the person him/herself. The Republic of Moldova shall provide reasonable living conditions to any person covered by this agreement in detention or arrest.

(8) The Republic of Moldova shall guarantee all expatriate personnel covered by this agreement prompt issue of all required permits or licences such as residence permits, work permits, research permits and professional permits as well as exemption from immigration restrictions and alien registration during the periods they are covered by this agreement.

(9) All expatriate personnel covered by this agreement shall have access to medical services and facilities available in the country. Costs for normal fees shall be paid by the person concerned or by his/her employer.

(10) For personnel from the Republic of Moldova participating in study visits, courses and similar professional activities outside the Republic of Moldova, organised by Sweden or any legal person within the framework of the development cooperation between the parties, Sweden shall arrange for necessary medical treatment before the return to the Republic of Moldova. All costs associated with the

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necessary medical treatment shall be financed from insurance coverage arranged by the Republic of Moldova. Republic of Moldova shall furthermore arrange for insurance coverage for death and disability.

Security

(11) The Republic of Moldova shall inform the Embassy of Sweden in Moldova of any extraordinary situation or state of emergency in the country. In the event of such developments Republic of Moldova shall provide information about any security regulations or other restrictions to be observed by non-citizens of the Republic of Moldova.

(12) Sweden may, for reasons of security, give specific instructions to the expatriate personnel covered by this agreement. These instructions may include orders to leave the Republic of Moldova. In times of national or international crisis the Republic of Moldova shall guarantee the personnel equivalent repatriation facilities as are provided for members of the diplomatic missions.

(13) Costs incurred by Sweden to ensure the security of personnel will be financed from the funds made available by Sweden for development cooperation with the Republic of Moldova.

Liability and risks

(14) Republic of Moldova shall bear all risks arising from, or incurred through, the operations performed in Moldova under this agreement. This includes the responsibility for dealing with claims that may be brought by third parties against legal or natural persons covered by this agreement.

(15) Legal and natural persons covered by this agreement shall not be held responsible for failure to fulfil their undertakings if this is due to security instructions or recommendations issued by the Republic of Moldova or the Embassy of Sweden according to this agreement.

(16) Personnel complying with security instructions or otherwise taking precautions that are warranted under extraordinary situations or state of emergency in the country shall not be considered to be in dereliction of duty under their contract.

ARTICLE 3 DISTRIBUTION OF THIS AGREEMENT

The parties undertake to distribute copies of this agreement to all their respective ministries, authorities and other institutions involved in the cooperation or otherwise in need of information of its content.

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ARTICLE 4 FOLLOW-UP OF THE AGREEMENT

The parties shall annually review the projects/programmes of the development cooperation.

ARTICLE 5 ENTRY INTO FORCE AND TERMINATION

(1) The present Agreement shall enter into force upon exchange of the instruments of ratification and will remain into force until its denunciation through diplomatic channels by one of the contracting parties, with an advance notice of 6 months.

(2) The termination of this Agreement shall not affect the validity of any specific agreements that are in force between the parties.

(3) Two originals of the text of this Agreement, written in the English and Romanian language, have been signed.

(4) In case there are any divergences in the interpretation of the English and Romanian language versions of the present Agreement, the English version will take precedence.

Chișinău, 2 July 2018	Chișinău, 19.06.2018
Place and date	Place and date
Sweden, represented by the Swedish International Development Cooperation Agency	Republic of Moldova
SIGNE BURSTALLER, AMBASSADOR OF SWEDEN IN THE REPUBLIC OF MOLDOVA	PAVEL FILIP, PRIM-MINISTER OF THE REPUBLIC OF MOLDOVA