



MINISTERUL SĂNĂTĂȚII
AL REPUBLICII MOLDOVA



MINISTERIO
DE SANIDAD

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC OF MOLDOVA
AND
THE MINISTRY OF HEALTH OF THE KINGDOM OF SPAIN**

This Memorandum of Understanding is not legally binding, nor does it generate obligations under international law.

The Ministry of Health of the Republic of Moldova and the Ministry of Health of the Kingdom of Spain (hereinafter referred to individually as the "Participant" and jointly as the "Participants");

Bearing in mind the excellent relations between the Republic of Moldova and the Kingdom of Spain;

Desiring to promote and develop interministerial cooperation between their countries in the field of health;

Have decided the following:

Section 1 – Purpose

The purpose of this Memorandum of Understanding is to develop and promote cooperation in the field of health, on the basis of the Participants' equality, reciprocity, and mutual benefits.

Section 2 – Areas of Cooperation

The Participants undertake to promote the exchange of knowledge and expertise and to develop cooperation between them, in the following fields:

1 Health care and provision of health services

2 Donations of medicines and medical devices

3 Cooperation in the field of continuing education and specialized training of health professionals

Section 3 – Cooperation between Participants

The Participants will be responsible for carrying out the activities undertaken in this Memorandum of Understanding and for promoting cooperation in the jointly decided areas of health, within the framework of mutually agreed programmes.

Section 4 – Modalities of Cooperation

Cooperation under this Memorandum of Understanding may include the following modalities:

- a. Exchange of relevant information, experience, and documentation;
- b. Common organisation and execution of seminars and conferences;
- c. Exchange of experts and/or specialists, as may be decided upon by the Participants for the purposes of, *inter alia*, study, training and consultations, in accordance with the relevant applicable legislation and/or regulations, needs and capacities of the receiving Participant;
- d. Any other form of cooperation which may be jointly approved by the two Participants.

Section 5 – Confidentiality

Confidential information that may be exchanged under this Memorandum of Understanding will not be disclosed by the receiving Participant to any third party without the prior written consent of the disclosing Participant.

For the purposes of this Memorandum of Understanding, "Confidential Information" shall refer to any information considered as such by either Participant.

Section 6 – Funding of Cooperation

The Participants jointly decide that all cooperation projects and/or activities carried out under this Memorandum of Understanding should be carried out within the limits of the funds allocated in their respective annual budgets, pursuant to each State's respective national legislation.

Each Participant should bear its own costs of participation in such projects and/or activities, unless the Participants jointly decide otherwise, in writing.

The parties should sign as many executive programmes as necessary for the achievement of the proposed objectives, detailed and agreed upon prior to their implementation, in order to properly specify the costs involved in each action and each budget year.

Section 7 – Evaluation

The Participants should evaluate annually the progress of their collaboration under this Memorandum of Understanding.

Evaluation meetings, if and when necessary, should be held alternately in the Republic of Moldova and in the Kingdom of Spain.

A joint committee should be established for this purpose, comprising members appointed by the Participants.

Section 8 – Differences

Any differences that may arise regarding the interpretation and/or application of this Memorandum of Understanding shall be resolved amicably by direct consultations between the Participants.

Section 9 – Non-Legally Binding Nature

This Memorandum of Understanding does not create, nor is it intended to create any legally binding obligations and/or rights under international law and/or the respective national legislation of each Participating State.

Section 10 – Start of the Application and Applicability

This Memorandum of Understanding will be applicable since the date of the signature of both Participants and should remain applicable for a period of five (5) years. Thereafter, this Memorandum of Understanding shall be automatically renewed for periods of five (5) years, unless it comes to an end as a result of either Participant's notice served pursuant to Section 12.

Section 11 – Modification

This Memorandum of Understanding may be modified at any time, in writing, by the mutual consent of the Participants. Modifications shall only take effect if they are in writing and signed by both Participants.

Section 12 – End of the Application

Either Participant may, at any time, put an end to the application of this Memorandum of Understanding by giving the other Participant a six (6) month advance written notice.

Signed, in duplicate, at Chisinau and Madrid, ... on February 2023, in the English and Spanish languages, each text being equally valid.

On behalf of the Ministry of Health of
the Republic of Moldova



Ala Nemerenco

On behalf of the Ministry of Health of
the Kingdom of Spain



Carolina Darias San Sebastián