

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE GENERAL INSPECTORATE OF CARABINEERS  
OF THE MINISTRY OF INTERNAL AFFAIRS OF  
THE REPUBLIC OF MOLDOVA**

**AND**

**THE MILITARY GENDARMERIE HEADQUARTERS OF THE MINISTRY OF  
NATIONAL DEFENSE OF THE REPUBLIC OF POLAND  
CONCERNING THE CONSOLIDATION OF COLLABORATION RELATIONSHIPS  
IN THE FIELD OF THE PUBLIC ORDER AND INTERNATIONAL MISSIONS**

The General Inspectorate of Carabineers of the Ministry of Internal Affairs of the Republic of Moldova and the Military Gendarmerie Headquarters of the Ministry of National Defense of the Republic of Poland (hereinafter- Participants), sharing common European values in a spirit of cooperation and mutual trust,

Wanting to develop an efficient mechanism of collaboration by strengthening the field of public order, having regard to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the status of their forces, done in London on 19<sup>th</sup> June 1951, hereinafter referred as the "NATO SOFA" and the Agreement Among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the status of their forces, hereinafter referred as the "PfP NATO SOFA" and Further Additional Protocol done in Brussels on 19<sup>th</sup> July 1995,

They have decided on the following:

**Introduction**

Respect for democratic principles and fundamental human rights, as provided for in the Universal Declaration of Human Rights, is the basis of the internal and external policies of the two Participants and is an essential element, of equal importance to the objectives of this Memorandum of Understanding.

Each Party, both the General Inspectorate of Carabineers of the MIA of the Republic of Moldova, as well as the Military Gendarmerie Headquarters of the Ministry of National Defense of the Republic of Poland, is empowered to represent its institution in matters relating to the implementation of this Memorandum of Understanding.

**Paragraph 1 – Areas of Activity**

The Participants will cooperate and will contribute to the exchange of knowledge and experience in the following areas:

- 1) organization of activities in the field of public order;
- 2) training of personnel in the field of international missions;
- 3) exchange of experiences in preventing crimes and violations;
- 4) crisis analysis and management;
- 5) promotion of human rights;
- 6) other areas, if they correspond to the objectives and tasks of the Participants.

## **Paragraph 2 – Forms of Activity**

The cooperation of the Participants on the basis of this Memorandum of Understanding will take place in the following forms:

- 1) the exchange of experience according to the field of competence of the Participants;
- 2) cooperation at the institutional and organizational level;
- 3) cooperation in organizing and conducting seminars, conferences, practical activities and other similar events, based on the reciprocity principle;
- 4) exchange of information on capacity development in the field of international missions;
- 5) common tactical simulation exercises;
- 6) joint trainings and / or trainings on strengthening the professional capacities of the personnel of the Participants;
- 7) trainings for personnel in law enforcement;
- 8) development of cooperation on security and law enforcement issues;
- 9) the exchange of best practices and experiences in mutual fields of competence;
- 10) exchange of experts in areas of competence;
- 11) language training courses (English and French);
- 12) cooperation between training centres;
- 13) preparation of an Annual Action Plan through the Polish Defense Attaché Office in Chisinau.

## **Paragraph 3 - Costs**

- 1) The Participants, based on the principle of reciprocity, will bear the expenses related to this Memorandum of Understanding.
- 2) Unless otherwise accepted, the costs of each activity referred to in Paragraph 2, as well as mutual visits at different levels of representation, carried out by the delegations of the Participants, in order to implement the provisions of this Memorandum of Understanding, they will be covered as follows:
  - a. The receiving party shall bear the costs of accommodation, board and internal transport, as well as other expenses incurred in carrying out activities in its territory;
  - b. The sending party shall bear the costs of international transport and medical insurance;
  - c. All activities carried out under this Memorandum of Understanding will be planned for the following year, in order to secure the proper and appropriate funding;
  - d. In case of carrying out intervention operations, tactical simulation exercises, as well as other activities resulting from this Memorandum of Understanding requiring additional arrangements, a separate Technical Arrangement will be prepared and signed by the Participants regarding the costs, logistical costs and medical support provided by each Party.
- 3) This Memorandum of Understanding does not represent any commitment regarding the financing of the Participants. Any such commitment may be reflected in a separate legal instrument (Technical Arrangement), constituted by mutual agreement of the Participants;
- 4) This Memorandum of Understanding does not constitute a commitment by either Party to provide preferential treatment to the other in any matter governed by this Memorandum of Understanding or any other.

## **Paragraph 4 – Legal Framework**

The exchange of information between the Participants will be carried out in accordance with the relevant regulations and national legislation.

### Paragraph 5 - Status and Disputes

- 1) The provisions of this Memorandum of Understanding will not affect the rights and obligations of the Participants, which result from other international agreements, which are binding on their States.
- 2) Any differences that will arise between the Participants, regarding the interpretation or implementation of this Memorandum of Understanding, they will be resolved through friendly consultations and negotiations between the Participants.
- 3) In case of need, the Participants will review the proper implementation of this Memorandum of Understanding.

### Paragraph 6 – Liability

Whenever needed, a separate Technical Arrangement will be prepared and signed regarding the liabilities of the Participants when participating in joint training or simulation exercises, also, courses to be organized through training (practical and theoretical) in accordance with this Memorandum of Understanding. In all other cases, local and national legislation and regulations apply.

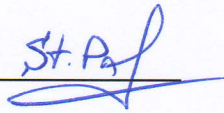
### Paragraph 7 – Final Provisions

- 1) This Memorandum of Understanding is concluded for an indefinite period and will come into effect on the date of its signature by the designed authorities of the Parties.
- 2) Amendments and additions to be made in this Memorandum of Understanding will form an integral part thereof, in the form of Protocols, and shall enter into force in accordance with the procedure established in Section 1 of this Paragraph .
- 3) Either Party may denounce this Memorandum of Understanding through a written notification addressed to the other Party Through involved Parties. Denunciation shall take effect six (6) months after the date of receipt of such notification.
- 4) This Memorandum of Understanding is not an international treaty.

Signed in Chisinau and Warsaw, in two original copies, each in the Romanian, Polish and English language, all texts being equally authentic. In case of differences in the interpretation of the provisions of this Memorandum of Understanding, the text in English language will prevail.

For the General Inspectorate of Carabineers  
of the Ministry of Internal Affairs of the  
Republic of Moldova  
General Commander of the General  
Inspectorate of Carabineers  
Colonel

Stefan PAVLOV



Date: 13.09.2021

For the Military Gendarmerie Headquarters  
General Commander of the Military  
Gendarmerie  
Major General

Tomasz POŁUCH



Date: 30.08.2021

