



Moldova No. 2 (2023)

Amending Agreement

No. 2 between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova to amend the Strategic Partnership, Trade and Cooperation Agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova

Chisinau, 25 May 2023

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
October 2023*



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**AMENDING AGREEMENT No. 2 BETWEEN THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE REPUBLIC
OF MOLDOVA TO AMEND THE STRATEGIC PARTNERSHIP, TRADE
AND COOPERATION AGREEMENT BETWEEN THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
REPUBLIC OF MOLDOVA**

Note No. 1

*British Embassy Chisinau to the Ministry of Economic Development and
Digitalization of the Republic of Moldova*

*Chisinau
25 May 2023*

Your Excellency,

I have the honour to refer to the Strategic Partnership, Trade and Cooperation Agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova, done at Chisinau on 24 December 2020 (“the Agreement”), and to the recent discussions concerning the amendment of certain provisions of the Agreement pursuant to Article 386(1) of the Agreement.

Consistent with these recent discussions, I have the honour to propose on behalf of the United Kingdom of Great Britain and Northern Ireland that the Agreement be amended as follows:

1. Article 257(1) of the Agreement shall be replaced with the following:

‘Each Party shall provide adequate legal protection against the circumvention of effective technological measures, which the person concerned carries out in the knowledge, or with reasonable grounds to know, that he/she is pursuing that objective.’

2. Article 257(2) of the Agreement shall be replaced with the following:

‘Each Party shall provide adequate legal protection against the manufacture, import, distribution, sale, rental, advertisement for sale or rental, or possession for commercial purposes of devices, products or components, or the provision of services which:

(a) are promoted, advertised or marketed for the purpose of circumvention of;

(b) have only a limited commercially significant purpose or use other than to circumvent; or

(c) are primarily designed, produced, adapted or performed for the purpose of enabling or facilitating the circumvention of effective technological measures.’

3. A footnote shall be inserted after the phrase “original work of art” in the first sentence of Article 260(1) of the Agreement, and shall read as follows:

‘⁽¹⁾ For the purposes of this Article, a Party may construe an “original work of art” as being a work of graphic or plastic art which is either the original or one of a limited number made by the author or under their authority.’

4. The following shall be inserted after Article 241(5) of the Agreement and shall constitute a new Article 241(6):

‘This Chapter shall not apply to the procurement of publicly-funded clinical healthcare services. Clinical healthcare services include the following services:

- (a) Human health services (CPC 931);
- (b) Administrative healthcare services (CPC 91122); and
- (c) Supply services of nursing personnel and supply services of medical personnel CPC 87206 and CPC 87209).

CPC means the Central Products Classification as set out in the Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC prov, 1991.’

5. Article 241(4) of the Agreement shall be replaced with the following: ‘The calculation of the estimated value of a public contract shall be based on the total amount payable.’

6. Article 241(5) of the Agreement shall be replaced with the following:

‘When applying the thresholds in Section A of Annex XII-A, both Parties shall convert these values into their own national currency (hereinafter referred to as “national currency values”), using the methodology laid out in Annex 3 of the “Decisions on Procedural Matters under the Agreement on Government Procurement (1994)” (GPA/1). These national currency values shall be revised every two years, beginning on 1 January 2022. Each Party shall notify the other Party of the revised national currency values that are to apply for each two-year period in advance of that period commencing.

The thresholds in Section B of Annex XII-A will be fixed at the national currency values listed in that Annex.’

7. Annex XII-A of the Agreement shall be replaced with the following:

‘ANNEX XII

PUBLIC PROCUREMENT

ANNEX XII-A

THRESHOLDS

The value thresholds referred to in Article 241(3) of this Agreement shall be for both Parties:

Section A

- (a) SDR 130 000 for public supply and service contracts awards by central government authorities and design contests awarded by such authorities;
- (b) SDR 200 000 in the case of public supply and public services contracts not covered by point (a);
- (c) SDR 5 000 000 in the case of public works contracts;
- (d) SDR 5 000 000 in the case of works contracts in the utilities sector;
- (e) SDR 5 000 000 in the case of concessions;
- (f) SDR 400 000 in the case of supply and service contracts in the utilities sector.

Section B

- (g) GBP 665 000 for public service contracts for social and other specific services;
- (h) GBP 885 000 service contracts for social and other specific services in the utilities sector.'

If the foregoing proposals are acceptable to the Republic of Moldova, I propose that this note and your reply to that effect shall together constitute an agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova in this matter, which shall enter into force on the date of receipt of the later note in an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of this agreement have been completed.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Note No. 2

*Ministry of Economic Development and Digitalization of the Republic of Moldova
to the British Embassy Chisinau*

*Chisinau
25 May 2023*

Your Excellency,

I have the honour to acknowledge receipt of your Note dated May 25, 2003, concerning the Strategic Partnership, Trade and Cooperation Agreement between the Republic of Moldova and the United Kingdom of Great Britain and Northern Ireland, done at Chisinau on 24 December 2020 (“the Agreement”), which reads follows:

“Your Excellency,

I have the honour to refer to the Strategic Partnership, Trade and Cooperation Agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova, done at Chisinau on 24 December 2020 (“the Agreement”), and to the recent discussions concerning the amendment of certain provisions of the Agreement pursuant to Article 386(1) of the Agreement.

Consistent with these recent discussions, I have the honour to propose on behalf of the United Kingdom of Great Britain and Northern Ireland that the Agreement be amended as follows:

1. Article 257(1) of the Agreement shall be replaced with the following:
‘Each Party shall provide adequate legal protection against the circumvention of effective technological measures, which the person concerned carries out in the knowledge, or with reasonable grounds to know, that he/she is pursuing that objective.’
2. Article 257(2) of the Agreement shall be replaced with the following:
‘Each Party shall provide adequate legal protection against the manufacture, import, distribution, sale, rental, advertisement for sale or rental, or possession for commercial purposes of devices, products or components, or the provision of services which:
 - (a) are promoted, advertised or marketed for the purpose of circumvention of;
 - (b) have only a limited commercially significant purpose or use other than to circumvent; or
 - (c) are primarily designed, produced, adapted or performed for the purpose of enabling or facilitating the circumvention of effective technological measures.’
3. A footnote shall be inserted after the phrase “original work of art” in the first sentence of Article 260(1) of the Agreement, and shall read as follows:

(¹) For the purposes of this Article, a Party may construe an “original work of art” as being a work of graphic or plastic art which is either the original or one of a limited number made by the author or under their authority.’

4. The following shall be inserted after Article 241(5) of the Agreement and shall constitute a new Article 241(6):

‘This Chapter shall not apply to the procurement of publicly-funded clinical healthcare services. Clinical healthcare services include the following services:

- (a) Human health services (CPC 931);
- (b) Administrative healthcare services (CPC 91122); and
- (c) Supply services of nursing personnel and supply services of medical personnel (CPC 87206 and CPC 87209).

CPC means the Central Products Classification as set out in the Statistical Office of the United Nations, Statistical Papers, Series M, N° 77, CPC prov, 1991.’

5. Article 241(4) of the Agreement shall be replaced with the following:

‘The calculation of the estimated value of a public contract shall be based on the total amount payable.’

6. Article 241(5) of the Agreement shall be replaced with the following:

‘When applying the thresholds in Section A of Annex XII-A, both Parties shall convert these values into their own national currency (hereinafter referred to as “national currency values”), using the methodology laid out in Annex 3 of the “Decisions on Procedural Matters under the Agreement on Government Procurement (1994)” (GPA/1). These national currency values shall be revised every two years, beginning on 1 January 2022. Each Party shall notify the other Party of the revised national currency values that are to apply for each two-year period in advance of that period commencing.

The thresholds in Section B of Annex XII-A will be fixed at the national currency values listed in that Annex.’

7. Annex XII-A of the Agreement shall be replaced with the following:

‘ANNEX XII

PUBLIC PROCUREMENT

ANNEX XII-A

THRESHOLDS

The value thresholds referred to in Article 241(3) of this Agreement shall be for both Parties:

Section A

- (a) SDR 130 000 for public supply and service contracts awards by central government authorities and design contests awarded by such authorities;
- (b) SDR 200 000 in the case of public supply and public services contracts not covered by point (a);
- (c) SDR 5 000 000 in the case of public works contracts;
- (d) SDR 5 000 000 in the case of works contracts in the utilities sector;
- (e) SDR 5 000 000 in the case of concessions;
- (f) SDR 400 000 in the case of supply and service contracts in the utilities sector.

Section B

- (g) GBP 665 000 for public service contracts for social and other specific services;
- (h) GBP 885 000 service contracts for social and other specific services in the utilities sector.’

If the foregoing proposals are acceptable to the Republic of Moldova, I propose that this note and your reply to that effect shall together constitute an agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova in this matter, which shall enter into force on the date of receipt of the later note in an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of this agreement have been completed.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.”

I have the honour to confirm that the aforementioned proposals are acceptable to the Republic of Moldova and that your note and this reply shall together constitute an agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Moldova on this matter, which shall enter into force on the date of receipt of the later note in an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of this agreement have been completed.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

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