

LD 8045/ MRF-45-G-MDA (2022)

*Financial Assistance from the Migrant and Refugee Fund for
"Supporting healthcare services for Ukraine crisis-affected persons in Moldova"*

GRANT AGREEMENT
BETWEEN
THE COUNCIL OF EUROPE DEVELOPMENT BANK
AND
REPUBLIC of MOLDOVA

The parties to this Grant Agreement (hereinafter, the "**Agreement**") are the **REPUBLIC of MOLDOVA**, acting through the Ministry of Health, represented by Ms. Ala Nemerenco, Minister of Health (the "**Beneficiary Country**") and the **COUNCIL OF EUROPE DEVELOPMENT BANK**, international organisation with its headquarters at 55 avenue Kléber, 75116 Paris, France, represented by Mr. Johannes Böhmer, Vice-Governor (hereinafter, "**CEB**", jointly referred to hereinafter as the "**Parties**", each a "**Party**").

WHEREAS

- (A) On 2 October 2015, the CEB's Administrative Council established the Migrant and Refugee Fund ("**MRF**") by virtue of its Resolution 1573 (2015) with the aim for the CEB of pooling funds from the international community and administering them in form of financial assistance to CEB's Member States confronted with the migrant and refugee crisis in their efforts to ensure that migrants and refugees who arrive on their territory enjoy basic human rights, such as shelter, food and medical aid as well as personal security.
- (B) On 20 May 2022, the Beneficiary Country submitted to the CEB's Governor a request for financial assistance from the MRF in the form of an MRF grant in order for the Ministry of Health of the Republic of Moldova ("**Implementing Entity**") to provide healthcare support to refugees from Ukraine (the "**Project**").
- (C) On 11 May 2022, having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of 6 March 1959, the CEB's Articles of Agreement, the CEB's rules and regulations issued pursuant to the Articles of Agreement, the Terms of Reference of the MRF, as adopted by the CEB's Administrative Council by virtue of its Resolution 1573 (2015), as amended from time to time, and by each donor to the MRF by virtue of its contribution agreement (the "**ToR**"), the CEB's Governor approved the grant in a total amount of up to EUR 900,000 (nine hundred thousand Euros) in order to provide funding for the Project (the "**MRF Grant**").

- (D) The purpose of the Agreement between the CEB and the Beneficiary Country is to set out the terms and conditions concerning (i) the transfer and utilisation of the MRF Grant; (ii) the implementation of the Project; (iii) the reporting and monitoring; and (iv) the auditing on the use of the MRF Grant.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

The following terms and expressions shall have the meaning indicated below, except as the context requires otherwise:

"CEB's Environmental and Social Safeguards Policy" means the CEB's Environmental and Social Safeguards Policy as adopted by the CEB's Administrative Council Resolution 1588 (2016), as publicly available on its website: www.coebank.org.

"CEB's Procurement Guidelines" means the CEB's 'Guidelines for Procurement of supplies, works and services' as adopted by the CEB's Administrative Council in September 2011, as publicly available on its website: www.coebank.org.

"Completion Date" means the date specified under Appendix A by which all activities under the MRF grant shall be completed and upon which no further costs can be incurred except for costs incurred for the closure (monitoring and evaluation) of the MRF Grant.

"Cost(s) Incurred" means the costs for activities implemented under the MRF Grant before the Completion Date, except for costs incurred for the closure (monitoring and evaluation) of the MRF Grant, and which are accepted by the CEB as eligible costs according to the provisions of this Agreement.

For the avoidance of doubt the invoices for the Costs Incurred before the Completion Date shall be paid by the Beneficiary no later than one (1) month after the Completion Date.

"Final Report Date" means the completion report date of the Project by which date all invoices related to the services, supplies or works under the Project shall have been paid by the Implementing Entity and the Beneficiary Country shall submit a completion report to the CEB and such date shall not fall later than three months after the Completion Date.

"European Convention on Human Rights" means the Convention for the Protection of Human Rights and Fundamental Freedoms dated 4 November 1950, CETS n° 5.

"European Social Charter" means the European Social Charter dated 3 May 1996, CETS n°163.

“Sanction Lists” means (i) any economic, financial and trade restrictive measures and arms embargoes issued by the EU pursuant to chapter 2 of title V of the Treaty on European Union as well as article 215 of the Treaty on the Functioning of the European Union, as available on the official EU website¹ or on any successor page, as amended and supplemented from time to time; or (ii) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to article 41 of the UN Charter, as available on the official UN website or on any successor page, as amended and supplemented from time to time.

“Sanctioned Persons” means any individual or entity listed in and/or otherwise subject to one or more Sanction Lists.

Any other terms used herein with initial capital letters shall bear the meaning specified in the Agreement, unless the context requires otherwise.

References herein to Articles, Paragraphs, Recitals and Appendices are references respectively to articles, paragraphs, recitals and appendices of this Agreement.

Article 1 **MRF Grant**

- 1.1 *Amount*: Under the terms and conditions set out hereinafter in this Agreement, the CEB is willing to make available to the Beneficiary Country, and the Beneficiary Country so accepts, the MRF Grant in an aggregate amount up to EUR 900,000 (nine hundred thousand Euros).
- 1.2 *Payment Procedures*: The MRF Grant shall be disbursed to the Beneficiary Country upon request and subject to the conditions of Paragraph 1.5 of this Article (*Conditions precedent for disbursement*).

The CEB shall disburse the MRF Grant in one Tranche (the “Tranche”) upon receipt of a satisfactory monitoring report confirming eligible expenditures incurred for the grant amount.

The Beneficiary Country should present to the CEB a disbursement request substantially in the form set out in Appendix B hereto (the “**Disbursement Request**”).

The Beneficiary Country must provide the Disbursement Request, together with any evidence required under Paragraph 1.5 of this Article (*Conditions precedent for disbursement*) to the CEB. The Beneficiary Country acknowledges that payment made to the Beneficiary Country following such request shall constitute disbursement hereunder.

¹ http://ec.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en.

The Beneficiary Country shall be responsible for reimbursing with the funds disbursed expenditures eligible under the Project.

1.3 *Dedicated Account*: The CEB shall deposit the Tranche to the following Dedicated Account:

Account n°: 331891

Holder name: Ministry of Finance of RM – State Treasury

Beneficiary: Ministry of Finance of RM – State Treasury

Bank's name: National Bank of Moldova

Bank's address: 1 Grigore Vieru Avenue, Chisinau, Republic of Moldova

SWIFT BIC: NBMDMD2X

IBAN: MD29 TRGA AC13 2114 0100 0000

Correspondent bank: De Nederlandsche Bank N.V., Amsterdam

SWIFT BIC: FLORNL2A

IBAN: NL90 FLOR 0600 1262 26

1.4 *Currency*: The MRF Grant shall be disbursed in euro (EUR). Any amount due by the Beneficiary Country to the CEB under this Agreement shall be paid in euro (EUR).

1.5 *Conditions precedent for disbursement*: The disbursement pursuant to Paragraph 1.2 of this Article (*Payment Procedures*) is conditional upon receipt by the CEB in form and substance satisfactory to it of:

- (i) Evidence in English to the CEB's satisfaction of the person(s) authorised to execute the Agreement and the Disbursement Requests on behalf of the Beneficiary Country, together with the authenticated specimen of the signature(s) of such person(s).
- (ii) Monitoring report confirming eligible expenditures incurred for the grant amount.

If any part of the evidence provided is not satisfactory to the CEB, the CEB may disburse proportionately less than the amount requested, without prejudice to Paragraph 1.2 of this Article (*Payment Procedures*).

1.6 *Obligation to pay*: It is expressly acknowledged and agreed that the CEB shall not be obliged to make any payment under and/or pursuant to this Agreement, except to the extent that an amount in respect of, and equal to, such payment is available in the MRF Fund account.

Article 2

Conditions for use of the MRF Grant

2.1 *Use of the Grant*: The MRF Grant made available by CEB shall be used exclusively for financing the Project (as described in Appendix A hereto).

2.2 *Repayment*: Any balance remaining (i) not incurred by the Implementing Entity on the Completion Date and (ii) any balance remaining unpaid by the Implementing Entity on the

Final Report Date of the Project or any repayment of the MRF Grant in accordance with the Agreement shall be refunded to the CEB in EUR and deposited in EUR in the following CEB's MRF account, unless otherwise agreed:

Account holder:	Council of Europe Development Bank, Paris (SWIFT: CEFP FR PP)
Bank's name:	DEUTSCHE BANK AG, Frankfurt
Bank's address:	Taunusanlage 12 D - 60325 Frankfurt am Main
IBAN Code:	DE44 5007 0010 0928 7384 00
SWIFT/BIC Code:	DEUT DE FF
REF:	MRF-45-G-MDA Unused funds

2.3 *Visibility*: The Beneficiary Country shall take all appropriate measures to always acknowledge and make public that the Project received funding from the MRF through CEB.

In particular, information given to the Project's stakeholders and to the media, as well as any promotional materials, shall acknowledge that the Project was carried out "*with the financial assistance of the Migrant Refugee Fund received through the Council of Europe Development Bank*". The acknowledgement of CEB and MRF, including the corresponding logos, shall be given clear visibility in terms of size and prominence. In addition, when the logo of the MoH is displayed in publications, CEB and MRF logos shall be displayed at least as prominently.

Specific reports on the implementation of the Project prepared by the Implementing Entity, or the promoters of the Project funded with the MRF Grant proceeds must carry the following statement:

"This document has been produced with the financial assistance of the Migrant and Refugee Fund received through Council of Europe Development Bank. The views expressed herein are those of (name of author) and can therefore in no way be taken to reflect the official opinion of the Donors to the Migrant and Refugee Fund or the CEB, as manager of the Migrant and Refugee Fund."

The progress reports and the completion report defined in Article 7 of the Agreement shall include the measures taken by the Implementing Entity to ensure the visibility of the CEB and the MRF.

Article 3 Responsibility for the Project

3.1 The Beneficiary Country designates the MoH as the Implementing Entity under the Project. In any event, the responsibility to comply with all obligations under the Agreement remains with the Beneficiary Country.

3.2 The MoH shall keep CEB informed of the progress of the Project, providing to CEB, the information and reports required under Articles 6 and 7 of the Agreement.

Article 4

Particular undertakings

- 4.1 *CEB's Procurement Guidelines*: The Project shall be implemented in accordance with the CEB's Procurement Guidelines. CEB reserves the right to conduct a post review on selected contracts and acquisitions.
- 4.2 *CEB's Environmental Policy*: The Project shall be implemented in accordance with the CEB's Environmental and Social Safeguards Policy.
- 4.3 *Care and Diligence*: The Implementing Entity shall use all care and diligence needed for the proper implementation of the Project.
- 4.4 *Increased Costs*: Should the cost of completing the Project exceed the original budget indicated, the Implementing Entity shall obtain the finance to fund the excess cost without recourse to the CEB. In any event, the CEB does not undertake to cover any expenses in excess of the MRF Grant amount defined under Article 1 of the Agreement.
- 4.5 *Completion*: The Beneficiary Country through the Implementing Entity shall ensure that the Project is carried out and completed within the Completion Date specified under Appendix A hereto, unless otherwise agreed by CEB in writing due to a delay in disbursement from CEB to the Beneficiary Country pursuant to Article 1.6 (*Obligation to pay*).

Article 5

Further undertakings: Integrity Commitment and Human Rights

- 5.1 The Beneficiary Country / Implementing Entity warrants that it has not committed and no person to its present knowledge has committed, and undertakes that it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the implementation of the Project or the execution of any contract under the Project, a corrupt, fraudulent, coercive, collusive or obstructive practice (hereinafter, jointly referred as "**Prohibited Practices**").
- 5.2 For the purposes of the Agreement:
- A "Corrupt Practice" means any act of offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - A "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.

- A “Coercive Practice” means any act of impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- A “Collusive Practice” means any arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- An “Obstructive Practice” means, in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice, (a) any act of deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; (b) any act of threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or (c) any act intending to materially impede the exercise of the contractual rights of audit or access to information.

5.3 The Beneficiary Country shall ensure that the Implementing Entity institutes, maintains and complies with internal procedures and controls, in compliance with applicable national laws and international best practices, for the purposes of avoiding that the amount of the Grant is used (i) with the aim of money laundering or (ii) with the aim of financing of terrorism.

In particular, the Beneficiary Country, through the Implementing Entity, shall ensure that it will not make any MRF Grant proceeds available to or for the benefit of, directly or indirectly, any Sanctioned Person.

5.4 The Beneficiary Country undertakes:

- to inform CEB should it become aware of any alleged or suspected failure to comply with the above undertakings;
- to take such action as CEB may reasonably request to examine and/or terminate any alleged or suspected act or failure to comply with the above undertakings;
- to facilitate any inquiry that CEB may make in relation to any such act or failure to comply with the above undertakings; and
- to inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the above undertakings.

5.5 *Human Rights*: The implementation of the Project shall not lead to a violation of the European Convention on Human Rights and of the European Social Charter.

Article 6

Information requirements

- 6.1 *Documents to be retained:* The Beneficiary Country undertakes (i) to retain, at the MoH's premises, for inspection during 6 (six) years from the conclusion of each contract financed by means of the MRF Grant the full terms of the contract itself, as well as all material documents pertaining to the procurement process and to the execution of the contract and (ii) to procure that CEB may inspect the contractual documents that the suppliers/contractors/service providers are obliged to retain under the relevant contracts.
- 6.2 *Accounting records to be retained:* The Beneficiary Country, through the Implementing Entity, shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point, the Project' state of progress, and which shall record all operations made and identify the goods, works and services financed with the help of the MRF Grant.
- 6.3 *Obligation to respond to request for information:* The Beneficiary Country, through the Implementing Entity, undertakes to respond, with a copy to the Ministry of Finance, within a reasonable period to any request for information from the CEB and to provide it with any documentation that CEB should consider necessary and may reasonably request, for the proper implementation of the Project, particularly as concerns the monitoring of the Project and the use of the MRF Grant. In particular, bank statements of the Dedicated Account shall be made available to CEB on CEB's demand.
- 6.4 *Obligation to inform:* The Beneficiary Country, through the Implementing Entity, shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under this Agreement.

Article 7

Monitoring and Reports

7.1 Concerning the Project

Reporting on expenditure incurred shall be expressed in EUR or, should payments be made in any other currency, by converting the corresponding amounts into EUR at the National Bank of Moldova middle exchange rate applicable on the disbursement day to the National Health Insurance Company.

The Implementing Entity shall send to the CEB:

- i) Final Report

A final narrative and financial report (hereinafter, a "**Final Report**") prior to the

disbursement of the MRF Grant.

Appendix C hereto provides a template specifying the minimum information required by the CEB for the Final Reports. It shall contain:

- eligible expenditures incurred for the grant amount;
- key achievements and results,
- challenges encountered and actions taken to overcome them,
- overview of the visibility actions.

Alternative formats containing the same information may also be used.

7.2 Concerning the Beneficiary Country/ Implementing Entity

- (a) The Beneficiary Country, through the Implementing Entity, shall generally advise the CEB of any fact or event that might prevent the fulfilment of any obligation of the Beneficiary Country or the Implementing Entity hereunder; and
- (b) The Beneficiary Country, through the Implementing Entity, undertakes to submit to CEB without delay any document requested by the latter, including, but not limited to, audit reports or accounting statements.

7.3 Visits: The Beneficiary Country, through the Implementing Entity, shall favourably receive any monitoring/technical/evaluation visits carried out by (i) the CEB's staff members or designated third parties; and (ii) any donor to the MRF, and to provide all the necessary co-operation thereof, including by facilitating on-site visits.

7.4 Audit: The Beneficiary Country, through the Implementing Entity, undertakes to favourably receive any on-site audit carried out by the CEB or a designated third party and to provide all the necessary co-operation thereof, including by facilitating any possible on-site visits.

7.5 Assistance with Local Regulations: CEB's staff members or any designated third parties may request the assistance of the Implementing Entity in obtaining copies of applicable laws, regulations and information which may affect the performance of the relevant contracts under the Project, and the Implementing Entity shall provide such requested assistance.

Article 8 Charges

8.1 Taxes, Duties and Fees: Taking into account the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of 6 March 1959, CEB is not liable to pay any taxes, duties or fees of whatever nature including stamp duty and registration fees, arising out of the execution or implementation of this Agreement and documents relating thereto, in accordance with the applicable laws.

8.2 *Other Charges*: The Beneficiary Country shall bear its own professional and banking charges as well as any transfer or exchange charges incurred in the execution or implementation of this Agreement.

Article 9 **Breach of Obligation**

- 9.1 *Right to suspend, cancel or demand Repayment*: CEB reserves the right to suspend, cancel or request immediate repayment of the MRF Grant in any of the following circumstances:
- (i) *Breach of obligation under this Agreement*: if the Beneficiary Country fails to comply with any obligation imposed on it hereunder within a time reasonably specified in a notice served by the CEB on the Beneficiary Country requiring compliance;
 - (ii) *Breach of obligation*: where the Beneficiary Country fails to fulfil an obligation arising out of any loan agreement or guarantee agreement or grant agreement, and where the interests and objectives of the CEB are prejudiced thereby;
 - (iii) *Non-payment*: where the Beneficiary Country (as borrower or guarantor) fails to pay any amount of principal, interest or other sum payable under any loan agreement or guarantee agreement between the CEB and the Beneficiary Country on the date upon which the amount is due and payable;
 - (iv) *Material adverse change*: where an exceptional situation arises which in the opinion of CEB makes the fulfilment of the obligations of the Beneficiary Country (as borrower or guarantor or grant recipient) uncertain; and
 - (v) *CEB membership*: where the Beneficiary Country ceases to be a member of the CEB.
- 9.2 *Other Rights at Law*: Paragraph 9.1 of this Article shall not restrict any other right of the CEB to demand repayment of the MRF Grant.

Article 10 **Indemnity**

The Beneficiary Country shall indemnify the CEB against all damages, losses, costs and expenses suffered or incurred by the CEB, *inter alia*, as a result of any act or omission committed by it or the Implementing Entity, from its failure or that of the Implementing Entity to comply with any of their respective obligations set out in this Agreement, for its gross negligence, for any act of wilful malfeasance and for any fraudulent act.

Article 11 **Confidentiality**

The CEB will treat any information provided to it by the Beneficiary Country pursuant to the latter's obligations hereunder in accordance with its normal confidentiality rules.

Article 12
Representations and warranties

The Beneficiary Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 13
Notices

13.1 Any notice to be given to either Party and any other communication with respect to the Agreement (other than such as arise out of litigation) shall be effectively made or sent by registered letter or letter with recorded delivery or facsimile to the Parties as addressed below. The address of either Party may be changed by notices in the manner set out in this provision.

13.2 Any notice to CEB shall be addressed to:

Council of Europe Development Bank
55, avenue Kléber
75784 Paris Cedex 16 – France
Attention: Director, Directorate for Loans and Social Development
Fax: + 33 1 47 55 37 52
E-mail: projects@coebank.org

Copy to: Director, Directorate for European & External Affairs
Fax: +33 1 47 55 37 82

13.3 Any notice to the Beneficiary Country shall be addressed to:

Ministry of Health
2 Vasile Alecsandri street,
MD-2009, Chişinău,
Republic of Moldova,

Attention: Andrei Cazacu, Head, Foreign Assistance Department, Ministry of Health.
Email: andrei.cazacu@ms.gov.md

Copy to: Mariana Rotaru, Head, Sectoral Cooperation Section, Ministry of Finance
E-mail: mariana.rotaru@mf.gov.md

Article 14 Amendments

The Agreement may be amended or modified by the mutual agreement of the Parties.

Article 15 Dispute settlement

15.1 Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.

15.2 In default of amicable settlement, disputes between the Parties with respect to the Agreement in relation to the MRF Grant, shall be subject to arbitration under the terms and conditions laid down in Appendix D hereto.

For the purposes of Appendix D, in the context of a MRF Grant, the following terms shall be read as follows:

- "loans" shall be deleted and replaced by "MRF Grants";
- "loan agreement and, where applicable, the guarantee agreement" and "loan contract or the guarantee contract" shall be deleted and replaced by "Grant Agreement"; and
- "the borrower" and "the borrower or the guarantor (if any)" shall be deleted and replaced by "the Beneficiary Country".


Article 16 Entry into force

This Agreement shall enter into force, upon its signature, on the day of reception by CEB of the notification of the Republic of Moldova about the completion of its internal legal procedures.

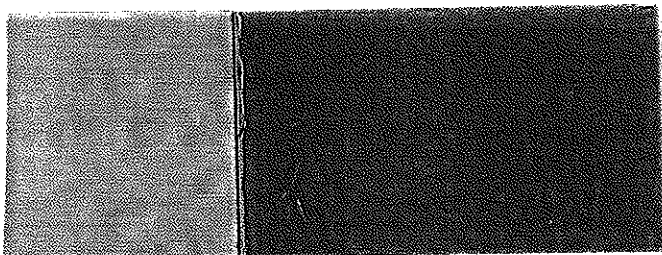
IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed the Agreement in the English language in two (2) originals.

For the Council of Europe Development Bank

Signed in Paris
On 4 August 2022



Name: Mr. Johannes Böhmer
Title: Vice-Governor



For the Beneficiary Country

Signed in Chisinau
On 3 August 2022



Name: Ms. Ala Nemerenco
Title: Minister of Health

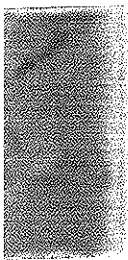
APPENDICES

Appendix A: Description of the Project

Appendix B: Disbursement Request (Template)

Appendix C: Final Report (Template)

Appendix D: Settlement of disputes in respect of MRF Grants



APPENDIX A
Description of the Project

Project	<p>The MRF Grant will be used by the Ministry of Health (MoH) for covering retroactively its extraordinary expenditures related to the healthcare service provision to Ukraine conflict affected refugees, through the following two components:</p> <p>Component1: Provision of healthcare through the medical system institutions. Since the beginning of the crisis, refugees in need of healthcare have been provided medical assistance through the existing healthcare system, i.e. the primary healthcare institutions, emergency healthcare institutions and hospitals.</p> <p>Component 2: Provision of healthcare services by delegated mobile teams of the Primary Healthcare institutions. Since the beginning of the crisis, MoH has detached medical teams to work together with other State agencies to actively attend to refugees in the Reception Centres. Mobile healthcare teams of the Primary care institutions have been delegated to the Reception Centres and with the Border Police (24/24), and to the Reception Centers of the Ministry of Labour and Social Protection.</p> <p>MoH will be responsible for the overall project coordination. This implies communication with NHIC and other stakeholders in order to gather and centralise the necessary data regarding eligible expenditures incurred, and results achieved. NHIC collects the reports from healthcare service providers and performs the payments from mandatory health insurance funds. NHIC shall provide the information on such incurred expenditures to MoH.</p>
Country	Republic of Moldova
Implementing Entity	MoH through the National Health Insurance Company
Final Beneficiaries	Ukraine conflict affected refugees in the Republic of Moldova
Grant Request submitted to CEB	20 May 2022 by the Republic of Moldova through the Ministry of Finance
Approval by the CEB's Governor	11 May 2022
MRF Grant amount	EUR 900,000 (nine hundred thousand Euros)
Location	Republic of Moldova
Implementation Schedule	24 February 2022 to 31 January 2023
Completion Date	31 January 2023
Eligible costs	<p>Eligible costs under the MRF Grant will be costs associated with:</p> <p>Component1: Costs of healthcare services provided through the medical system institutions. Component 2: Costs of healthcare services provided by the delegated mobile teams of the Primary Healthcare institutions, including doctors and assistants' services, medication and fuel.</p>
Non Eligible Costs	<ul style="list-style-type: none"> • Financial costs or charges (payment of debts, refinancing, interest charges, negative interest rates, etc...); • Refundable or deductible VAT
VAT	In light of (i) the emergency nature of the Project and (ii) the donation nature of the MRF Grant, the Beneficiary Country undertakes that, to the extent available under its legislation in force, the goods, works and services related to the implementation of the Project shall not be burdened with VAT or customs duties.
Monitoring and reporting	As described in Article 7, and according to templates in Appendix C
Social effects	The CEB MRF grant will constitute a critical element in addressing the current situation and healthcare needs of those in Moldova who have been affected by the crisis in Ukraine, and alleviating the financial burden of Moldovan Government, specifically the MoH.

APPENDIX B
Disbursement Request
(Template)

<Date, place>

To the attention of:

CEB

Council of Europe Development Bank

55 avenue Kléber

F – 75116 Paris

Title of the Grant Agreement: "Supporting healthcare services for Ukraine crisis-affected persons in Moldova"

Reference number: LD 8045/ MRF-45-G-MDA (2022)

Request for disbursement number: 1

Dear Sir/Madam,

I hereby request disbursement of the <Enter number of the tranche> under the Grant Agreement mentioned above.

The amount requested is EUR <...>.

Please find attached the following supporting documents:

- *Progress Report*
- *Statements of the Dedicated Account*

The disbursement of the MRF Grant Tranche should be made to the following bank account:

Holder's name:

Account n° IBAN:

SWIFT BIC:

I hereby certify that the information contained in this Request for MRF Grant Tranche disbursement is complete and reliable ***[DO NOT INCLUDE FOR THE FIRST TRANCHE]*** and that the costs incurred to date as set out in the Interim Report are eligible in accordance with the terms and conditions set out in the Grant Agreement] and that this Request for MRF Grant Tranche disbursement is substantiated by appropriate and verifiable supporting documents.

Yours faithfully,

<Authorised Signatory>

APPENDIX C

Monitoring Reports Templates

Report REF No: MRP/45/G/UDA(2022)
 Ministry of Health (MoH)
 Reporting period: _____

Hospital Health Care Assistance

Name of the medical health care provider	Program name	Medical/surgical emergencies and COVID-19					Overview of implementation	Challenges encountered and action taken	Lessons learned
		No. of treated cases	Larif (MBL)	Index of cases	Total amount				
					MBL	EUR			
Narrative									
Republican public medical/sanitary institutions									
Public medical/sanitary institution no. 1	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 2	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 3	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Municipal medical/sanitary institutions									
Public medical/sanitary institution no. 1	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 2	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 3	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Rural medical/sanitary institutions									
Public medical/sanitary institution no. 1	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 2	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Public medical/sanitary institution no. 3	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Private medical/sanitary institutions									
Private medical/sanitary institution no. 1	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Private medical/sanitary institution no. 2	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								
Private medical/sanitary institution no. 3	General program								
	Special program „New type of Coronavirus infection (COVID-19)“								
	Day surgery								

APPENDIX D

Settlement of disputes in respect of MRF Grants

CHAPTER 4

Settlement of disputes in respect of loans from the Bank or guarantees pertaining thereto

ARTICLE 4.1

Arbitration

Any dispute between the parties to the loan agreement and, where applicable, the guarantee agreement in respect of the interpretation or execution of such agreements or in respect of a claim by one of the said parties against another arising out of the loan agreement the guarantee agreement, or these regulations, which has not been settled by agreement between the parties shall be submitted for arbitration in the manner prescribed below.

ARTICLE 4.2

Commencement of arbitration proceedings

Arbitration proceedings may be instituted by any one of the parties specified in the preceding section by means of a request notified to all the other parties: the request shall state the nature and subject of the dispute and set forth the claims to be submitted for arbitration.

ARTICLE 4.3

Appointment of the arbitral tribunal

In any arbitration proceedings instituted in pursuance of this article, the borrower or the guarantor (if any) may be a party alongside the guarantor or the borrower as the case may be.

For any dispute submitted for arbitration in pursuance of this article, an arbitral tribunal shall be set up. It shall consist of three arbitrators appointed as follows:

- (a) one arbitrator shall be appointed by the Bank;
- (b) a second arbitrator shall be appointed by the borrower or, where applicable, by agreement between the borrower and the guarantor or, failing such agreement, by the guarantor;
- (c) a third arbitrator, called the umpire, who shall act as President of the arbitral tribunal, shall be appointed by common consent between the parties or, failing such consent, by the President of the European Court of Human Rights or, should the latter have the nationality of the guarantor or be of the same nationality as the borrower, by the Vice-President of the Court or, if the latter is in the same situation, by the senior of those Judges of the Court who neither have the nationality of the guarantor nor are of the same nationality of the borrower;
- (d) the procedure described in the preceding paragraph shall take place, at the instance of one of the parties to the dispute, if, within one month after notice has been given of the request for arbitration, no agreement has been reached regarding the appointment of an umpire;
- (e) where one of the parties appoints no arbitrator, the umpire shall appoint the said arbitrator.

ARTICLE 4.4

Place of arbitration

The arbitral tribunal shall hold its first sitting on such date and at such place as shall be appointed by the umpire. Thereafter, the tribunal shall decide itself where and when it shall sit.

ARTICLE 4.5

Law applicable to arbitration proceedings

The arbitral tribunal shall decide all questions relating to its competence. It shall lay down its own rules of procedure and shall choose the law which shall be applicable, unless that law is specified in the contracts or in the arbitration agreement, bearing in mind the provisions of Article 1 (3) of the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe. All decisions of the tribunal shall be by majority vote.

Domestic law may apply in a particular case provided that it does not derogate from the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe and from the Articles of Agreement.

ARTICLE 4.6

Award of the arbitral tribunal

All awards of the arbitral tribunal shall set out the grounds for the decision. They shall be final and binding upon all the parties referred to in Article 4.3. They may be rendered in default of submissions.

ARTICLE 4.7

Cost of arbitration

The party against whom the award is made shall bear the costs of the arbitration proceedings unless the arbitral tribunal decides otherwise or the parties have agreed otherwise by a clause in the loan contract or the guarantee contract. The arbitral tribunal shall give a final ruling on any dispute in respect of costs.

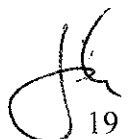
ARTICLE 4.8

Enforcement of arbitral awards

The loan agreement and the guarantee agreement shall contain whatever provisions are required to ensure, in respect of the Bank and in respect of the borrower and the guarantor, compliance with any awards made in pursuance of this chapter.

If, within one month after the originals of the award have been delivered to the parties, the award has not been complied with, any of the parties specified in Article 4.3 may institute proceedings for the enforcement of the award. The court which shall have jurisdiction for such proceedings shall be that designated by the rules of civil procedure of the State concerned.

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