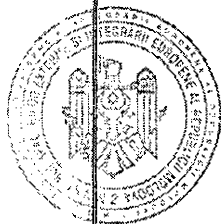


**ACORD DE GRANT**  
**dintre Ministerul Mediului**  
**al Republicii Moldova și Banca Europeană pentru Reconstrucții**  
**și Dezvoltare privind finanțarea asistenței tehnice în sumă**  
**de 600 000 de euro, în vederea realizării Proiectului**  
**„Deșeuri solide în Republica Moldova”**

**Chișinău, 20 decembrie 2023**



**COPIE CERTIFICATĂ**  
**TEXT ÎN LIMBA ENGLEZĂ**

**EXECUTION COPY**

**Grant Agreement No. 14562-118686-52512**

**TCRS Project No. 14562**

**TCRS Assignment No. 118686**

**DTM No. 52512**

**GRANT AGREEMENT (TECHNICAL ASSISTANCE)**

**Moldova: Solid Waste Project – Project Implementation Support and Construction  
Supervision, Phase 1**

between

**MINISTRY OF ENVIRONMENT OF MOLDOVA**

and

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

supported by

***EBRD SHAREHOLDER SPECIAL FUND***

Dated 20 December 2023

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## GRANT AGREEMENT (TECHNICAL ASSISTANCE) No. 14562-118686-52512

THIS GRANT AGREEMENT (this "Agreement") dated 20 December 2023 is concluded between:

- (1) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**, an international financial institution established pursuant to the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, having its headquarters at 5 Bank Street, London E14 4BG, United Kingdom ("**EBRD**"), and
- (2) **MINISTRY OF ENVIRONMENT OF MOLDOVA**, a central public administrative body of the Republic of Moldova in charge of state policy on environmental protection and rational use of natural resources, located at 162 Ștefan Cel Mare Și Sfânt Bd., Chisinau MD 2004, Republic of Moldova (the "**Recipient**", and, together with EBRD and the Recipient, the "**Parties**").

### WHEREAS:

- (A) EBRD has provided to the Republic of Moldova in its capacity as the borrower (the "**Borrower**") with a loan of up to EUR 25,000,000 (*twenty five million Euros*, the "**Loan**") pursuant to a loan agreement dated 4 January 2023 (the "**Loan Agreement**") to finance critical improvements in the solid waste management system in three Waste Management Zones (WMZs 5, 8 and 1), including waste collection and transportation infrastructure, composting plants and material recovery facilities, dumpsite closure and regional, sanitary landfills construction to EU standards (the "**Project**").
- (B) The Recipient, in its capacity of the Project Implementing Entity, will implement the Project with the support of a project implementation unit, the PIU, set up specifically to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services for the Project.
- (C) Pursuant to Article 18 of the Agreement Establishing the European Bank for Reconstruction and Development, EBRD has established EBRD Shareholder Special Fund (the "**Fund**"), which it manages and administers.
- (D) Further to the terms and conditions governing the Fund, EBRD has agreed to extend a grant in an amount of up to EUR 600,000 (*six hundred thousand Euros*) from the resources of the Fund, on the terms and conditions set forth in this Agreement, to the Recipient to enter into a contract (the "**Consultancy Contract**") pursuant to which a consultant will provide certain technical assistance services related to the Project, described further herein (the "**Consultancy Services**").

**THE PARTIES HEREBY AGREE** as follows:

## ARTICLE I – DEFINITIONS AND INTERPRETATION

### Section 1.01. Definitions

- (a) Except where defined in paragraph (b) below, unless the context otherwise requires, capitalised terms that are defined in the Loan Agreement shall have the same meaning in this Agreement.

(b) Wherever used in this Agreement (including the Recitals, Exhibits and Schedules), unless the context otherwise requires, capitalised terms shall have the following meanings:

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England and which is a TARGET Day.

"Consultant" means each consultant of good standing and repute engaged (or to be engaged) by the Recipient in connection with the procurement of the Consultancy Services.

"Consultancy Contract" means the agreement to be entered into between the Recipient and the Consultant, in form and substance satisfactory to EBRD and in accordance with EBRD's Procurement Policies and Rules, for the performance of the Consultancy Services.

"Consultancy Services" means the consultancy services aimed at (1) Assistance with Capacity Building of the PIU; (2) Assistance with Procurement, Tendering and Contract implementation; (3) Assistance with Compliance & Reporting Obligations under the financing documents and (4) Environmental and Social Implementation Support (**Project Implementation Support and Construction Supervision**, as further described in Schedule 1)

"Cost Sharing Amount" means the contribution which the Recipient shall make pursuant to Section 2.05(a) (*Cost Sharing*).

"Enforcement Policy and Procedures" means EBRD's Enforcement Policy and Procedures dated 4 October 2017, as amended from time to time, and any policy or procedures adopted by EBRD as a successor to or replacement of such policy and procedures.

"Fund" has the meaning ascribed to it in Recital (C).

"Grant" has the meaning ascribed to it in Section 2.01(a) (*Amount and Purpose*).

"IPAM" means the Independent Project Accountability Mechanism of EBRD as set forth under the Project Accountability Policy dated April 2019, as amended, supplemented or replaced from time to time.

"Loan Agreement" has the meaning ascribed to it in Recital (A).

"Payment" means the disbursement of any portion of the Grant from time to time pursuant to Section 2.02 (*Payments of the Grant*).

"Payment Request" means a request for Payment, in the form of Exhibit A (*Form of Payment Request*) and in substance satisfactory to EBRD, submitted to EBRD in accordance with Section 2.02(a) (*Payments of the Grant*).

"Procurement Policies

and Rules"	means the procurement rules under the Procurement Policies and Rules for Projects Financed by the European Bank for Reconstruction and Development, as amended from time to time.
"Prohibited Practice"	has the meaning given to such term in the Enforcement Policy and Procedures in effect on the date of this Agreement.
"Project"	has the meaning ascribed to it in Recital (A).
"Refund Event"	means any one of the events or occurrences specified in Section 6.03 ( <i>Refund Events</i> ).
"Tax"	means any tax, royalty, stamp or other duty, assessment, levy, charge, value added tax, or impost of any nature whatsoever (including any related penalty or interest) imposed under any law.
"Terms of Reference"	means the services to be provided by each Consultant in connection with the Project, including where relevant the methods and resources to be used by the Consultant and/or the results to be achieved, which shall be acceptable to EBRD and shall be attached to the relevant Consultancy Contract ( <i>Terms of Reference</i> ).
"UN Sanctions"	means economic, financial and trade restrictive measures and arms embargoes imposed or administered by the United Nations Security Council under Article 41 of the United Nations Charter, including those made available on the official UN website <a href="https://www.un.org/securitycouncil/sanctions/information">https://www.un.org/securitycouncil/sanctions/information</a> , as amended and supplemented from time to time or on any successor page.

## **Section 1.02 Interpretation**

In this Agreement:

- (a) words denoting the singular include the plural and vice versa, unless the context otherwise requires;
- (b) the headings and the Table of Contents are inserted for convenience of reference only and shall not affect the interpretation of this Agreement;
- (c) words denoting persons include corporations, partnerships, and other legal persons and references to a person includes its successors and permitted assigns;
- (d) a reference to a specified Article, Section, Schedule or Exhibit shall be construed as a reference to that specified Article or Section of, or Schedule or Exhibit to, this Agreement;
- (e) any reference to "law" means any law (including, any common or customary law) and any treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or the compliance with which is in accordance with general practice in such jurisdiction;

- (f) any reference to a provision of law, is a reference to that provision as from time to time amended or re-enacted; and
- (g) "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting shares, by contract or otherwise.

## ARTICLE II - GRANT FINANCING

### Section 2.01. Amount and Purpose

- (a) Subject to and in accordance with this Agreement, EBRD agrees to provide to the Recipient, from the resources of the Fund, a grant in the amount of up to EUR 600,000 (*six hundred thousand Euros*) (the "Grant").
- (b) The Grant shall be used solely for the purposes of partial financing of the Consultancy Services.
- (c) Subject to Section 6.03 (*Refund Events*), the Grant is non-refundable.
- (d) The Recipient expressly acknowledges and agrees that EBRD (i) will not be obliged to increase the amount of the Grant specified in Section 2.01(a) should the cost of the Consultancy Services increase in the course of their delivery and (ii) will not be obliged to make any Payment or any other payment pursuant to this Agreement except to the extent that sufficient funds are available in the Fund for such purpose and (iii) that the Grant may be reduced by negative interest applicable to the bank account where the resources of the Fund are kept.

### Section 2.02. Payments of the Grant

- (a) Subject to Section 6.02 (*Suspension or Cancellation by EBRD*) and Article III (*Conditions to Payment*), EBRD shall disburse the Grant from time to time on any Business Day, in one or more Payments, upon the request of the Recipient. The Recipient may request a Payment by submitting to EBRD a Payment Request, in PDF format, by e-mail to the Accounts Payable team ([APInvoices@ebrd.com](mailto:APInvoices@ebrd.com)) as well as the operation leader, at least 10 Business Days prior to the proposed date of such Payment. Any supporting documentation submitted with each Payment Request shall be in the English language. Unless EBRD otherwise agrees, a Payment Request shall be irrevocable and binding on the Recipient.

- (b) Unless otherwise agreed by EBRD, the Recipient shall not request a Payment after the date that is 6 (six) months following the termination or the end date of the Consultancy Contract, whichever is applicable, and any undisbursed portion of the Grant shall be cancelled automatically on the following day.
- (c) Except as EBRD otherwise agrees, Payments shall only be made to finance expenditures made (or, if EBRD agrees, to be made) in respect of the Consultancy Services.
- (d) Payments shall be made in EUR in an amount equal or equivalent to the expenditures to be financed out of the proceeds of the Grant. In the case of expenditures incurred in a currency or currencies other than EUR, the equivalent Payment amount shall be determined as follows:
  - (i) if the Recipient requests Payment in EUR, the equivalent Payment amount shall be determined by the Bank on the basis of the exchange rate determined by the Bank in its sole discretion; or
  - (ii) if the Recipient requests Payment in the currency or currencies of the expenditures, the Bank will, provided such expenditures are in readily available currencies or currency, purchase such currency or currencies in such a manner as the Bank may deem appropriate. The equivalent Payment amount shall be determined by the Bank on the basis of the exchange costs that were or would have been incurred by the Bank in using EUR to meet the request.
- (e) Unless EBRD agrees otherwise, Payments shall be made in accordance with the Consultancy Contract.

### **Section 2.03. All Payments**

- (a) Except as EBRD otherwise agrees, amounts to be disbursed by EBRD under this Agreement shall be paid directly to the account of the relevant Consultant, as designated in the relevant invoice (with any transfer of any Payment to the Consultant's account being at the Recipient's risk and expense). EBRD shall make payments only by means of electronic payment into a bank account held in the name of the Consultant and which is located either in the Consultant's country of incorporation or domicile, as applicable, or (with prior consent of EBRD) in the country in which the Consultancy Services are performed.
- (b) If the due date for any payment under this Agreement would otherwise fall on a day which is not a Business Day, such payment shall instead be due on the next succeeding Business Day.
- (c) Any amounts that may become due to EBRD under this Agreement shall be paid, without set-off or counterclaim, in immediately available funds in Euro, for value on the due date, to such account as EBRD may from time to time designate by notice to the Recipient. All payments due to EBRD under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, duties, fees or charges of whatever nature. No payment shall be deemed to have been made to EBRD under this Agreement until such time as it is received in full in cleared and unblocked funds in an account or other place specified in this paragraph (c). In the event that any purported payment by the Recipient is prohibited, restricted or delayed due to any intervention or other action relating to sanctions or restrictive measures, the Recipient will remain liable for the payment due to EBRD until such outstanding payment is satisfied in accordance with the terms of this Agreement.

#### **Section 2.04. Taxes and Duties**

- (a) The Recipient shall pay, when due, all Taxes levied on it and payable on, or in connection with, the execution, issue, delivery, registration or notarisation of this Agreement or any other document related to this Agreement.
- (b) The Recipient acknowledges and agrees that no part of the proceeds of the Grant shall be used, directly or indirectly, for the payment of any Taxes, be they direct or indirect, in the Republic of Moldova or elsewhere.
- (c) If any indirect taxes (including VAT) are chargeable in respect of the Consultancy Contract:
  - (i) the Recipient shall advise EBRD as soon as reasonably practicable;
  - (ii) the Recipient shall pay an amount equal to any such indirect taxes (including VAT) directly to the Consultant; and
  - (iii) in each Payment Request, the Recipient shall certify that it has paid an amount equal to any such indirect taxes on any previous invoice of the Consultant and shall undertake to pay the indirect Tax (including VAT) on the current invoice.

#### **Section 2.05 Cost Sharing**

- (a) The Recipient shall contribute the amount of up to EUR 200,000 towards the cost of the Consultancy Services (the "**Cost Sharing Amount**"), consisting of:
  - (i) Up to EUR 100,000 from the proceeds of Tranche 1 of the Loan (the "**EBRD-financed Cost Sharing Amount**");
  - (ii) Up to EUR 100,000 from the proceeds of the loan provided by the European Investment Bank in its capacity of the Project Co-financier under the EIB Co-financing Agreement (the "**EIB-financed Cost Sharing Amount**").
- (b) The Recipient shall request the EBRD-financed Cost Sharing Amount as the Loan drawdowns and authorise EBRD to pay the EBRD-financed Cost Sharing Amount directly to the Consultant in one or several instalments after the Consultant begins to perform the Consultancy Services, and ensure similar payment arrangements in relation to the EIB-financed Cost Sharing Amount. Cost Sharing Amount shall be reflected in the Payment Request, submitted to EBRD under this Agreement.

### **ARTICLE III - CONDITIONS PRECEDENT**

#### **Section 3.01. Conditions Precedent to the First Payment of the Grant**

The obligation of EBRD to make the first Payment of the Grant shall be subject to the prior fulfilment, in form and substance satisfactory to EBRD, or the waiver, of the following conditions precedent:

- (a) EBRD shall have received two duly executed originals of this Agreement;

- (b) EBRD shall have received a certificate of incumbency and authority of the Recipient substantially in the form of Exhibit B (*Form of Certificate of Incumbency and Authority*);
- (c) EBRD shall have received a legal opinion the Minister of Justice of Moldova, which confirms that this Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Recipient and constitutes a valid and legally binding obligation of the Recipient, enforceable in accordance with its terms.

### **Section 3.02. Conditions Precedent to All Payments of the Grant**

The obligation of EBRD to make any Payment of the Grant shall also be subject to the fulfilment, in form and substance satisfactory to EBRD, or the waiver, of the conditions that, on the date of the Recipient's application for such Payment and on the date of such Payment:

- (a) the Loan Agreement shall be in full force and effect and the Recipient shall be in compliance with all of its obligations in its capacity as borrower under the Loan Agreement;
- (b) the representations and warranties made or confirmed by the Recipient in this Agreement shall be true on and as of such dates with the same effect as though such representations and warranties had been made on and as of such dates;
- (c) none of the events described in Section 6.02(a) (*Suspension or Cancellation by EBRD*) shall have occurred and be continuing;
- (d) the Recipient shall not, as a result of such Payment, be in violation of its statutory document, any provision contained in any agreement or instrument to which the Recipient is a party (including this Agreement) or by which the Recipient is bound or any law applicable to the Recipient;
- (e) nothing shall have occurred which, in the reasonable opinion of EBRD, might have a material adverse effect on the Recipient or the Project;
- (f) the Recipient shall have requested the relevant Cost Sharing Amount due in accordance with Section 2.05 (*Cost Sharing*) to be disbursed by EBRD and Co-financier to the Consultant, as applicable;
- (g) EBRD shall have received the Recipient's timely Payment Request;
- (h) EBRD shall have received a certified copy of each executed Consultancy Contract with Terms of Reference and each invoice in respect of which the Payment is requested;
- (i) EBRD shall have received confirmation from the Recipient that:
  - (i) the Consultancy Services have been satisfactorily provided or performed in compliance with the terms and conditions of this Agreement and the relevant Consultancy Contract;
  - (ii) each invoice is fair and accurate and corresponds to the amounts set out in the relevant Consultancy Contract; and
- (j) EBRD shall have received such other documents as EBRD may reasonably request, including (i) such evidence as to the proposed utilisation of the proceeds of the Payment, and (ii) such evidence of the utilisation of the proceeds of any prior Payment(s).

## ARTICLE IV - OBLIGATIONS OF THE RECIPIENT

Unless EBRD agrees otherwise in writing:

### Section 4.01. Conduct of Business and Operations

[INTENTIONALLY LEFT BLANK]

### Section 4.02. Use of the Grant

The Recipient shall use the Grant strictly and solely to finance the procurement of the Consultancy Services.

### Section 4.03. Project Funding

The Recipient shall contribute, or procure a contribution by the Borrower, of additional funds, which may be required should the cost of the Consultancy Services increase in the course of their delivery, to ensure the timely and effective implementation of the Project in the corresponding Waste Management Zone(s).

### Section 4.04. Procurement

- (a) The Recipient shall ensure that the Consultancy Services are procured in compliance with the Procurement Policies and Rules.
- (b) The Consultancy Contract shall be subject to the review procedures set out in the Procurement Policies and Rules and prior review by EBRD.
- (c) If, in accordance with the Enforcement Policy and Procedures, EBRD determines that the Recipient, a supplier, a sub-supplier, a contractor, a sub-contractor, a concessionaire, a consultant or a sub-consultant in competing for or in executing any agreement in relation to the Project or any transactions contemplated therein, has engaged in any Prohibited Practice, EBRD may declare such agreement to be ineligible for financing and EBRD may take any Enforcement Action and any Disclosure Action (as such terms are defined in the Enforcement Policy and Procedures).

### Section 4.05. Consultancy Contract

- (a) The Recipient shall:
  - (i) ensure that the Consultancy Contract includes provisions satisfactory to EBRD requiring that no Consultant shall engage in any Prohibited Practice, as set forth in Section 4.09 (*Fraud and Corruption*) and Section 4.11 (*Inspection and Audit*);
  - (ii) provide EBRD with a copy of the executed Consultancy Contract not later than 10 days after the date thereof.
- (b) The Recipient shall not make any material variation (including any material modification or waiver of the terms and conditions, extension of the stipulated time for performance, any increase of the total contract amount, including contingencies) or take any decision relating to assignment, sub-contracting, suspension or termination of the Consultancy Contract without the prior written consent of EBRD (which shall not be unreasonably withheld).

#### **Section 4.06. Insurance**

The Recipient shall maintain adequate insurance commensurate with sound financial, technical and commercial practices in the Republic of Moldova.

#### **Section 4.07. Financial Records and Reports**

The Recipient shall:

- (a) maintain separate books of account and other records in respect of the Grant, in accordance with accounting standards acceptable to EBRD and consistently applied;
- (b) keep financial accounting documents and records concerning the activities financed by the Grant for at least 5 years after the date of completion or termination of the relevant Consultancy Contract; and
- (c) ensure that the Consultancy Contract contains a clause requiring the Consultant to cooperate and provide the necessary information to EBRD for monitoring requirements and reporting needs.

#### **Section 4.08. Furnishing of Information**

- (a) The Recipient acknowledges that in receiving information pursuant to the Loan Agreement, if any, EBRD may use and rely on any such information under this Agreement.
- (b) The Recipient shall furnish to EBRD, in form and substance satisfactory to EBRD:
  - (i) detailed information concerning the procurement of Consultancy Services, the Consultancy Contract, the Consultant and the use of the Grant;
  - (ii) sufficient information to enable EBRD to track the use of the Grant; and
  - (iii) such other information regarding the Recipient, the Project and the transactions contemplated in this Agreement as EBRD may from time to time reasonably request.
- (c) As soon as available but in any event within 60 days after the Project is completed, the Recipient shall furnish to EBRD a final report with regard to the Project, identifying the use of the Grant.
- (d) Immediately upon the occurrence of any of the events described in Section 6.02(a) (*Suspension or Cancellation by EBRD*), the Recipient shall give EBRD notice thereof specifying the nature of such event and any steps the Recipient is taking to remedy the same.
- (e) The Recipient shall promptly notify EBRD if the Recipient obtains any information regarding a violation of Section 4.09 (*Fraud and Corruption*) or Section 5.01(c) (*Representations*) or if any international financial institution has imposed any sanction on the Recipient for any Prohibited Practice. If EBRD notifies the Recipient of its concern that there has been a violation of such Section 4.09 or 5.01(c), the Recipient shall cooperate in good faith with EBRD and its representatives in determining whether such a violation has occurred.
- (f) The Recipient shall promptly notify EBRD of any event that may lead to the suspension, termination, assignment or sub-contracting of, or any changes to, the Consultancy Contract, including, without limitations, changes referred to in Section 4.05(b).

- (g) The Recipient shall furnish promptly to EBRD such other information as EBRD may from time to time reasonably request.

#### **Section 4.09. Fraud and Corruption**

- (a) The Recipient shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives, or any Consultant, to engage in any Prohibited Practice with respect to the Project, this Agreement, or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services.
- (b) Notwithstanding any other provision of this Agreement, the Recipient hereby acknowledges that EBRD may declare the Agreement to be ineligible for financing and that EBRD may invoke the Enforcement Policy and Procedures and may take any Enforcement Action or Disclosure Action (as such terms are defined in the Enforcement Policy and Procedures) in respect of allegations of Prohibited Practices in relation to the Project, this Agreement or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services.
- (c) The Recipient shall include the following provisions in all tender documents relating to Consultancy Services:
  - (i) stating that the suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in any Prohibited Practice in relation to the Project, or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services; and
  - (ii) notifying the suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants that EBRD may declare this Agreement to be ineligible for financing and that EBRD may invoke the Enforcement Policy and Procedures, and may take any Enforcement Action and Disclosure Action (as such terms are defined in the Enforcement Policy and Procedures), in respect of allegations of Prohibited Practices in relation to the Project, or any transactions contemplated by this Agreement, including the Consultancy Contracts and Consultancy Services.

#### **Section 4.10. Visibility**

- (a) The Recipient shall take appropriate measures to publicise in relevant publications, communications, as well as media, the fact that the Project has received funding from EBRD and the Fund.
- (b) EBRD's name, acronym and logo are registered service marks which the Recipient shall not reproduce without the express written permission of EBRD.

#### **Section 4.11. Inspection and Audit**

- (a) The Recipient shall enable EBRD its authorised representatives, at EBRD's request, to:
  - (i) visit any facilities and sites relating to the Project or any of the other premises where the business of the Recipient is conducted;

- (ii) have access to and inspect any and all assets, books, accounts, records, documents and computerised data relating to the Project, this Agreement or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services;
- (iii) have such books, accounts or records audited by auditors appointed by EBRD; and
- (iv) meet and hold discussions with such representatives and employees of the Recipient as EBRD may consider necessary and appropriate.

in each case, in order (1) to facilitate EBRD's monitoring and evaluation of the Project and the use made of the Grant and enable EBRD to examine and address any Project-related request made to IPAM and (2) to assess whether a Prohibited Practice has occurred in relation to the Project, this Agreement or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services.

- (b) The Recipient shall ensure that in all tender documents and all contracts relating to the Consultancy Services include provisions to the effect of paragraph (a) above in relation to the suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants.

## **ARTICLE V - REPRESENTATIONS AND WARRANTIES**

### **Section 5.01. Representations**

- (a) The Recipient warrants and represents that neither the Recipient nor any officer, director, authorised employee, affiliate, agent or representative of the Recipient has committed or engaged in any Prohibited Practice with respect to the Project, this Agreement or any transactions contemplated by this Agreement, including the Consultancy Contract and Consultancy Services.
- (b) In addition, the Recipient warrants and represents to EBRD that:
  - (i) it has full capacity and authority to enter into and to perform this Agreement;
  - (ii) this Agreement is executed by a duly authorised representative of the Recipient;
  - (iii) there are no actions, suits or proceedings or regulatory investigations pending or, to the Recipient's knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal that might affect the Recipient's ability to meet and carry out the Project and its obligations under this Agreement; and
  - (iv) once duly executed, this Agreement will constitute legal, valid and binding obligations of the Recipient.
- (c) The Recipient further warrants and represents to EBRD that:
  - (i) it is in compliance with all applicable laws concerning money laundering or the financing of terrorism;

- (ii) neither the Recipient nor the Consultant is (i) designated as a target of (or otherwise subject to) any UN Sanctions or (ii) owned (directly or indirectly, in whole or in part) or controlled by, or acting on behalf of any so designated person;
- (iii) neither of the Consultancy Services is the subject of, or otherwise prohibited by, any UN Sanctions and the Recipient is not otherwise engaged (directly or indirectly) in any operations that would be in breach of any UN Sanctions; and
- (iv) it is not subject to any regulation or law (including sanctions and restrictive measures) which would or might reasonably be expected to have the effect of prohibiting, or restricting or delaying in any material respect any Payment that the Bank or the Recipient is required to make pursuant to the terms of any of this Agreement.

**Section 5.02. Acknowledgement and Repetition**

- (a) The Recipient acknowledges that it has made and repeated the representations and warranties in Section 5.01 (*Representations*) and Section 7.12 (*Waiver of Sovereign Immunity*) with the intention of inducing EBRD to enter into this Agreement and provide the Grant and that EBRD has entered into this Agreement on the basis of, and in full reliance on, each such representation and warranty. The Recipient warrants that it has no knowledge of any additional facts or matters the omission of which makes any of such representations and warranties misleading.
- (b) Representations and warranties provided in Section 5.01 (*Representations*) shall be deemed to be repeated on submission of each Payment Request and on each Payment date, except for any representation or warranty which specifies that it is provided "as of the date of this Agreement".

**ARTICLE VI – SUSPENSION AND CANCELLATION**

**Section 6.01. Cancellation by the Recipient**

The Recipient may at any time, on not less than 40 days' prior written notice to EBRD, cancel in whole or in part any undisbursed portion of the Grant; provided that EBRD is satisfied that adequate financing will remain available to enable the Recipient to complete the Project. Any notice of cancellation by the Recipient shall be irrevocable and binding, and amounts of the Grant which are cancelled by the Recipient may not be reinstated.

**Section 6.02. Suspension or Cancellation by EBRD**

- (a) EBRD may, by written notice to the Recipient, suspend or cancel the right of the Recipient to request all or any portion of any undisbursed portion of the Grant if any of the following events shall have occurred and be continuing:
  - (i) the Recipient fails to comply with any of its obligations under this Agreement and/or any other agreement with EBRD;
  - (ii) the information contained in a Payment Request is untrue, incorrect or misleading in any material respect;
  - (iii) the Loan Agreement ceases to be in full force and effect or is terminated;

- (iv) any ground for suspension or cancellation and/or event of acceleration, as to be specified in the Loan Agreement, has occurred and is continuing;
  - (v) alternative funding has been acquired for the Consultancy Services which gives rise to double-financing (either in whole or in part);
  - (vi) it is or has become unlawful in any jurisdiction for EBRD to make the Grant or perform any of its obligations under this Agreement;
  - (vii) if in accordance with the Enforcement Policy and Procedures, EBRD shall have determined that the Recipient or its affiliates have been included on EBRD's list of persons or entities ineligible to be awarded an EBRD-financed contract or for EBRD funding, as such list may be found on EBRD's website;
  - (viii) the Consultancy Contract has been suspended or terminated;
  - (ix) an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that the Recipient will be able to perform its obligations under this Agreement;
  - (x) the legislative and regulatory framework applicable to the energy or water sectors in the Republic of Moldova shall have been amended, suspended, abrogated, repealed or waived in a manner so as to affect materially and adversely the operations or the financial condition of the Recipient to perform any of its obligations under this Agreement, or
  - (xi) any representation, warranty or covenant made by the Recipient under paragraph (d) of Section 5.01 shall have been incorrect or misleading or breached; or any other representation or warranty made by the Recipient under or in connection with this Agreement shall have been incorrect or misleading in any material respect.
- (b) Upon the issuance of a suspension or cancellation notice by EBRD pursuant to paragraph (a) above, the right of the Recipient to request further Payments shall be suspended or cancelled as indicated in the notice. The exercise by EBRD of the right of suspension shall not preclude EBRD from exercising its right of cancellation as provided in this Section, either for the same or another reason, and shall not limit any other rights of EBRD under this Agreement or the Loan Agreement.

### **Section 6.03. Refund Events**

- (a) Each of the following events and occurrences shall constitute a Refund Event under this Agreement:
  - (i) any of the events described in Section 6.02(a) (*Suspension or Cancellation by EBRD*) has occurred and is continuing and, if capable of remedy, such event has continued for a period of 30 days after notice thereof has been given by EBRD; or
  - (ii) The Project is suspended, including, but not limited, due to the inability of the relevant the Recipient to conclude the Consultancy Contract.
- (b) If a Refund Event occurs and is continuing, EBRD may by notice to the Recipient demand that the Recipient refund all or any portion of the Grant and pay any other amounts accrued or payable

under this Agreement. Notwithstanding anything in this Agreement to the contrary, the amount demanded by EBRD shall thereupon become either (i) due and payable on demand, or (ii) immediately due and payable without any further notice and without any presentment, demand or protest of any kind, all of which are hereby expressly waived by the Recipient.

- (c) Notwithstanding anything to the contrary in this Agreement, if at any time EBRD determines in accordance with the Enforcement Policy and Procedures that the Recipient or a Consultant has engaged in a Prohibited Practice in competing for, or executing a Consultancy Contract, EBRD may by notice to the Recipient demand that the Recipient refund all or any portion of the Grant Financing and the same shall thereupon become due and payable on demand.
- (d) Notwithstanding anything to the contrary in this Agreement, if EBRD determines that any part of the proceeds of the Grant has been used, directly or indirectly, to make payments to, or for the benefit of (i) any person or entity which is designated as a target of (or is otherwise subject to) any of the UN Sanctions, or (ii) an entity which is owned or controlled by, or acting on behalf or at the direction of, any so designated person or entity, or (iii) to finance any goods, works or services that are the subject of, or otherwise prohibited by, any UN Sanctions, EBRD may by notice to the Recipient demand that the Recipient refund all or any portion of the Grant and the same shall thereupon become due and payable on demand.

## **ARTICLE VII - MISCELLANEOUS**

### **Section 7.01. Term and Termination**

- (a) This Agreement shall become effective upon execution by all Parties and shall remain in force until the Recipient has performed all of its obligations in accordance with the provisions hereof, unless terminated earlier in accordance with its terms.
- (b) EBRD may, at its option, terminate this Agreement at any time by giving not less than 40 days' written notice to the Recipient.
- (c) Upon termination of this Agreement pursuant to paragraph (b) above, the Recipient shall take immediate steps to reduce losses and to keep further expenditures under the Consultancy Contract to a minimum.

### **Section 7.02. Survival**

The indemnities and warranties of the Recipient and the provisions of Section 2.03 (*Payments*), Section 4.07 (*Financial Records and Reports*), Section 4.08 (*Furnishing of Information*), Section 4.11 (*Inspection and Audit*), Section 6.03(c) (*Refund Events*), this Section 7.02 (*Survival*), Section 7.05 (*English Language*), Section 7.07 (*Liability and Indemnity*), Section 7.09 (*Dispute Resolution*) and Section 7.10 (*Privileges and Immunities of EBRD*) shall survive repayment of the Grant and termination of this Agreement.

### **Section 7.03. Entire Agreement; Amendment and Waiver**

- (a) This Agreement and the documents referred to herein constitute the entire obligation of the Parties with respect to its subject matter and supersedes any prior expressions of intent or understandings (oral or written, express or implied) with respect to this transaction.

- (b) Any amendment to any of the terms or conditions of this Agreement (including this Section 7.03) shall be in writing and signed by all Parties. The Parties may by agreement rescind or vary this Agreement without the consent of any person that is not a party to this Agreement.
- (c) Any waiver by EBRD of any of the terms or conditions of, or consent given by EBRD under, this Agreement shall be in writing and signed by EBRD. In the event that EBRD waives a condition to any Payment, the Recipient shall, by receiving the proceeds of such Payment, be deemed to have agreed to all the terms and conditions of such waiver.

#### **Section 7.04. Notices**

- (a) Any administrative communication to be given or made under this Agreement to EBRD or the Recipient shall be in writing and may be made by e-mail to the recipient Party.
- (b) Any non-administrative notice, application or other communication to be given or made under this Agreement to EBRD or to the Recipient shall be in writing. Except as otherwise provided in this Agreement, such notice, application or other communication shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile transmission to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party designates by notice to the party giving or making such notice, application or other communication.

##### *For the Recipient:*

Ministry of Environment of Moldova  
162 Ștefan Cel Mare Și Sfânt Bd.  
Chisinau MD-2004, Republic of Moldova

Attention: Iordanca-Rodica Iordanov, Minister  
E-mail: [cancelaria@mediu.gov.md](mailto:cancelaria@mediu.gov.md)

##### *For EBRD:*

European Bank for Reconstruction and Development  
5 Bank Street  
London E14 4BG  
United Kingdom

Attention: Alexandru Cosovan, Operation Leader  
E-mail: [CosovanA@ebrd.com](mailto:CosovanA@ebrd.com)

#### **Section 7.05. English Language**

This Agreement has been prepared and executed in the English language. All documents to be furnished and communications to be given or made under this Agreement shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the Recipient. In any dispute over language, the English version shall prevail.

#### **Section 7.06. Rights, Remedies and Waivers**

- (a) The rights and remedies of EBRD in relation to any misrepresentation or breach of warranty on the part of the Recipient shall not be prejudiced by any investigation by or on behalf of EBRD into the affairs of the Recipient, by the execution or performance of this Agreement or by any

other act or thing which may be done by or on behalf of EBRD in connection with this Agreement and which might, apart from this Section 7.06, prejudice such rights or remedies.

- (b) No course of dealing or waiver by EBRD in connection with any condition of Payment under this Agreement shall impair any right, power or remedy of EBRD with respect to any other condition of Payment or be construed to be a waiver thereof.
- (c) No action of EBRD in respect of any Payment shall affect or impair any right, power, or remedy of EBRD in respect of any other Payment. Without limiting the foregoing, the right of EBRD to require compliance with any condition under this Agreement which may be waived by EBRD in respect of any Payment is, unless otherwise notified to the Recipient by EBRD, expressly preserved for the purposes of any subsequent Payment.
- (d) No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to EBRD upon the occurrence of any Refund Event or otherwise under this Agreement shall impair any such right, power or remedy or be construed as a waiver thereof or an acquiescence therein. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No action of EBRD in respect of any Refund Event shall affect or impair any right, power or remedy of EBRD in respect of any other Refund Event or otherwise under this Agreement.
- (e) The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies, whether provided by applicable law or otherwise.

#### **Section 7.07. Liability and Indemnity**

- (a) EBRD makes no representation or warranty and assumes no responsibility with respect to the Consultancy Services or the Consultant. Each Party:
  - (i) acknowledges and agrees that it shall not be liable to the other for any liabilities, obligations, losses, damages (whether direct, indirect, financial, economic, or consequential, whether or not caused by the negligent act or omission of EBRD), penalties, claims, actions, taxes, duties, suits, costs and expenses (including legal counsel's fees and expenses or investigation costs) in connection with the Consultant (including selecting, engaging or monitoring the Consultant) or the Consultancy Services (including as a consequence of the Recipient using or relying upon the services of a Consultant), or arising out of or in connection with the Consultancy Contract; and
  - (ii) releases and discharges the other from any and all claims, rights, debts, liabilities, demands and actions of whatever kind or nature which it may now or hereafter have against the other arising out of or in connection with any act or omission taken or made (or not taken or made) by the Consultant in the provision of the Consultancy Services.
- (b) The Recipient hereby indemnifies and shall hold EBRD harmless against any actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities incurred and/or suffered by EBRD arising from, out of or in connection with the Consultancy Services or under the Consultancy Contract.

### **Section 7.08. Conflict of Interest**

The Recipient acknowledges that a potential or actual conflict of interest could result from the provision of any grant and/or loan to, and/or equity investment in, the Recipient and EBRD's role in contracting and managing any Consultant. The Recipient hereby waives any rights that may arise from such potential or actual conflict of interest.

### **Section 7.09. Dispute Resolution**

The provisions of Section 8.04 (Dispute Resolution) of the Standard Terms and Conditions shall apply as if set out herein in full mutatis mutandis save that:

- (i) references to "the Loan Agreement" shall be read as references to "this Agreement"; and
- (ii) references to "the Borrower" shall be read as references to "the Recipient".

### **Section 7.10. Privileges and Immunities of EBRD**

Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law. Notwithstanding the foregoing, EBRD has made an express submission to arbitration under Section 7.09 (*Dispute Resolution*) of this Agreement and accordingly, and without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives), it acknowledges that it does not have immunity from suit and legal process under Article 5(2) of Statutory Instrument 1991, No. 757 (The European Bank for Reconstruction and Development (Immunities and Privileges) Order 1991), or any similar provision under English law, in respect of the enforcement of an arbitration award duly made against it as a result of its express submission to arbitration pursuant to Section 7.09 (*Dispute Resolution*) of this Agreement.

### **Section 7.11. Waiver of Sovereign Immunity**

The Recipient represents and warrants that this Agreement and the receipt by the Recipient of the Grant are not public or governmental acts and that the Recipient is not entitled to claim immunity from legal proceedings with respect to itself or any of its assets on the grounds of sovereignty or otherwise under any law or in any jurisdiction where an action may be brought for the enforcement of any of the obligations arising under or relating to this Agreement. To the extent that the Recipient or any of its assets has or hereafter may acquire any right to immunity from set-off, legal proceedings, attachment prior to judgment, other attachment or execution of judgment on the grounds of sovereignty or otherwise, the Recipient hereby irrevocably waives such rights to immunity in respect of its obligations arising under or relating to this Agreement.

### **Section 7.12. Successors and Assigns; Third Party Rights**

- (a) This Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of EBRD.
- (b) Except as provided in paragraph (a) above, none of the terms of this Agreement are intended to be enforceable by any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded and shall not apply.

**Section 7.13. Disclosure**

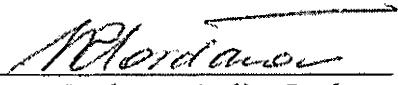
- (a) EBRD may disclose such documents, information and records regarding the Recipient and this transaction (including copies of this Agreement and any other agreements contemplated hereby) as EBRD deems appropriate for any purposes in connection with any dispute involving the Recipient, for the purpose of preserving or enforcing any of EBRD's rights under this Agreement or any other agreement contemplated hereby or collecting any amount owing to EBRD.
- (b) EBRD may disclose such documents, information and records (including a copy of this Agreement) furnished by the Recipient under the terms of this Agreement as EBRD deems appropriate.
- (c) EBRD may publish a description of any Consultancy Contract, including the name and nationality of the Consultant and the contract price.

**Section 7.14. Counterparts**

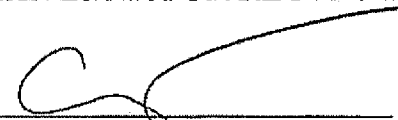
This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in five original copies on the date stated at the beginning of this Agreement.

**MINISTRY OF ENVIRONMENT OF MOLDOVA**

By:   
Name: Iordanca-Rodica-Jordanov  
Title: Minister  
*Chisinau, 20/12/2023*

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By:   
Name: Catarina Bjorlin Hansen  
Title: Director, Banking; Head of Moldova

## EXHIBIT A: FORM OF PAYMENT REQUEST

[on Letterhead of the Recipient]

[date]

European Bank for Reconstruction and Development  
5 Bank Street  
London E14 4BG  
United Kingdom

Attention: Accounts Payable team ([APInvoices@ebrd.com](mailto:APInvoices@ebrd.com))  
cc: [include name and e-mail address of the OL]

**Subject: Grant Agreement (Technical Assistance) 14562-118686-52512**  
**TCRS Project No. 14562**  
**TCRS Assignment No. 118686**  
**DTM No. 52512**

**Contract No. [reference number]<sup>1</sup>, Purchase Order No. [reference number]<sup>2</sup>**

**Payment Request No. \_\_\_\_\_<sup>3</sup>**

Dear Sir/Madam:

1. Please refer to the grant agreement dated 20 December 2023 (the "Grant Agreement") between the Ministry of Environment of Moldova (the Recipient") and the European Bank for Reconstruction and Development ("EBRD").
2. Words and expressions defined in the Grant Agreement shall bear the same meanings herein.
3. We hereby request the following Payment in accordance with the provisions of the Grant Agreement:

Currency of the Consultancy Contract: \_\_\_\_\_

Amount in the Consultancy Contract currency (in figures and word): \_\_\_\_\_

Payment Currency (if different from Consultancy Contract): \_\_\_\_\_<sup>5</sup>

Value Date: [as soon as possible, on a date selected by EBRD in its discretion, but not later than]<sup>4</sup>

4. We hereby confirm that:
  - (a) we have provided to you a certified copy of the following executed Consultancy Contract:
    - the Consultancy Contract for [contract title] dated [ ] and made between the Recipient and [name of the Consultant]
  - <sup>6</sup>(b) the Consultancy Services have been satisfactorily carried out in compliance with the terms and conditions of the Grant Agreement and the Consultancy Contract;

<sup>1</sup> Add the Consultancy Contract reference number for which the Payment is requested.

<sup>2</sup> A Purchase Order Number shall be requested from EBRD Operation Leader and included in each Payment Request.

<sup>3</sup> Each Payment Request must be numbered in series.

<sup>4</sup> If the Payment is required for a specific value date, delete this bracketed language.

<sup>5</sup> This date must not be earlier than 10 Business Days after the Payment Request is delivered to EBRD.

<sup>6</sup> Amend as appropriate, e.g. if the Recipient accepts only part of the services and therefore requests payment of only part of the invoice.

- <sup>7</sup>(c) the attached [invoice is][invoices are] fair and accurate and correspond to the amounts set out in the Consultancy Contract.
- <sup>8</sup>5. [We hereby confirm that we [have requested][will request] EUR [AMOUNT] from EBRD and EUR [AMOUNT] from the European Investment Bank in accordance with Section 2.05 (*Cost Sharing*) of the Grant Agreement to be disbursed directly to the Consultant.]
- <sup>9</sup>6. [We hereby certify that we have paid an amount equal to any and all any indirect taxes (including VAT) on all previous invoices of the Consultant, and hereby undertake to pay the indirect Tax (including VAT) on the invoice[s] to which this Payment Request relates within [30 days] of the date of this Payment Request.]
7. For the purposes of Section 3.02 (*All Payments of the Grant*) of the Grant Agreement, we hereby represent and warrant that:<sup>10</sup>
- (a) the representations and warranties made or confirmed by the Recipient in this Agreement are true and correct on the date hereof;
  - (b) no Refund Event has occurred and is continuing;
  - (c) nothing has occurred which might have a material adverse effect on the Recipient or the Project; and
  - (d) the Consultancy Contract is in full force and effect and no material variation has been made to it.
8. Attached to this Payment Request is:
- (a) a copy of the Consultant's invoice(s) [and all supporting documents] in respect of which the Payment is requested;
  - (b) such other documents as EBRD has requested[, including (i) such evidence as to the proposed utilisation of the proceeds of the Payment, and (ii) such evidence of the utilisation of the proceeds of any prior Payment(s)] as well as any other documents or information that we are required to provide to EBRD pursuant to the Consultancy Contract.
9. By issuing this Payment Request the Recipient authorises EBRD to make the Payment to the Consultant pursuant to the Consultancy Contract and on behalf of the Recipient.

Yours faithfully,

**MINISTRY OF ENVIRONMENT OF MOLDOVA**

By: \_\_\_\_\_  
Authorised Representative<sup>11</sup>

<sup>7</sup> As above, amend as appropriate.

<sup>8</sup> Include relevant sums of the EBRD-financed Cost Sharing Amount and the EIB-financed Cost Sharing Amount.

<sup>9</sup> Include if any indirect taxes (including VAT) are chargeable in respect of the Consultancy Contract (see Section 2.04 (c) (*Taxes and Duties*)).

<sup>10</sup> The following items should follow the relevant paragraphs in Section 3.02.

<sup>11</sup> The person who signs the Payment Request must be named in the Certificate of Incumbency and Authority.

**EXHIBIT B: FORM OF CERTIFICATE OF INCUMBENCY AND AUTHORITY**

[Letterhead of the Recipient]

[date]

European Bank for Reconstruction and Development  
5 Bank Street  
London E14 4BG  
United Kingdom

Attention: [ ]

**Subject: Grant Agreement (Technical Assistance) No. 14562-118686-52512  
Certificate of Incumbency and Authority<sup>12</sup>**

Dear Sir/Madam:

With reference to the grant agreement dated 20 December 2023 (the "Grant Agreement") between the Ministry of Environment of Moldova (the Recipient") and the European Bank for Reconstruction and Development ("EBRD"), I, the undersigned [*Title*], duly authorised by [*Name of the body or document providing for the authority to sign*], hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and will continue to be (until EBRD has received written notice from the Recipient that they or any of them no longer continue to be) authorised, on behalf of the Recipient, individually:

- (a) to sign the Grant Agreement, any Payment Requests, certifications, letters or other documents to be provided under the Grant Agreement; and
- (b) to take any other action required or permitted to be taken by the Recipient under the Grant Agreement:

NAME	OFFICE	SPECIMEN SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Yours faithfully,

**MINISTRY OF ENVIRONMENT OF MOLDOVA**

By: \_\_\_\_\_<sup>13</sup>

Name:

Title:

<sup>12</sup> Designation may be changed by the Recipient at any time by providing a new Certificate of Incumbency and Authority to EBRD.

<sup>13</sup> The person signing the Certificate of Incumbency and Authority must be a person who has authority to bind the Recipient.

## **SCHEDULE 1: CONSULTANCY SERVICES**

**The overall objective of the Consultancy Services is to facilitate the timely and effective implementation of the Project by providing assistance to the Recipient and to the PIU.**

The investment will finance critical improvements in the solid waste management system in three Waste Management Zones (WMZs 5, 8 and 1) in the Republic of Moldova, including waste collection and transportation infrastructure, composting plants and material recovery facilities, dumpsite closure and regional, sanitary landfills construction according to EU standards as well as PIU staffing and special account audit costs (the “Project”), and as further detailed in Schedule 1 (Description of the Project) to the EBRD Loan Agreement.

The EBRD Loan of EUR 25 million will be provided in several tranches to support the investments in different WMZs. EBRD Loan - Tranche 1 will focus on co-financing investments in WMZ 5; EBRD Loan - Tranche 2 will focus on co-financing investments in WMZ 8; EBRD Loan - Tranche 2 will focus on co-financing investments in WMZ 1. The Bank’s loan will be co-financed by a EUR 25 million sovereign loan from the European Investment Bank (“EIB”) and investment grants of ca. EUR 15.34 million.

**The following activities shall comprise the Consultancy Services:**


- 3.1 Assistance with Capacity Building of the PIU**
- 3.2 Assistance with Procurement, Tendering and Contract implementation**
- 3.3 Assistance with Compliance & Reporting Obligations under the Financing Documents**
- 3.4 Environmental and Social Implementation Support**

The work of the Consultant refers to the whole Project. However, considering that the Project consists of three (3) tranches as described above, the Consultancy Services will be phased into three sub-assignments to mirror these implementation phases in the three distinct WMZs - **Assignment Phase 1 (covering WMZ 5)**, **Assignment Phase 2 (covering WMZ 8)** and **Assignment Phase 3 (covering WMZ 1)**, respectively.

**As a result, the Recipient’s initial commitment is only for the services required for the implementation of the activities related to Assignment Phase 1 (for WMZ 5).**

The consultancy services envisaged for the implementation of the activities in the WMZ 8 and WMZ 1 (e.g. Phase 2 and Phase 3 of the Assignment), are conditioned upon: i) Recipient’s subsequent commitment of Tranche 2 and Tranche 3 of the EBRD Loan, ii) the availability of funds for the consultancy services for the Assignment in relation to Phases 2 and 3, respectively, and iii) the satisfactory performance of the Consultant of the services provided under the Phase 1 (focused on WMZ 5 implementation) of the Assignment.

Prin prezenta, confirm că textul alăturat este o copie autentică a Acordului de Grant dintre Ministerul Mediului al Republicii Moldova și Banca Europeană pentru Reconstrucții și Dezvoltare privind finanțarea asistenței tehnice în sumă de 600 000 de euro, în vederea realizării Proiectului „Deșeuri solide în Republica Moldova” (Chișinău, 20 decembrie 2023), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Andrei PALADUTA

Șef al Secției Tratatate Multilaterale a  
Direcției Drept Internațional a  
Ministerului Afacerilor Externe și  
Integrării Europene al Republicii  
Moldova