

**ACORD DE FINANȚARE**  
**dintre Republica Moldova și Asociația Internațională**  
**de Dezvoltare în vederea realizării "Primei**  
**Operațiuni a politicilor de dezvoltare în Republica**  
**Moldova (OPD-1)"**

**Chișinău, 3 aprilie 2014**



**COPIE CERTIFICATĂ**  
TEXT ÎN LIMBA ENGLEZĂ

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CREDIT NUMBER 5439-MD

# Financing Agreement

(First Development Policy Financing)

between

THE REPUBLIC OF MOLDOVA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *April 3*, 2014

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**CREDIT NUMBER 5439-MD**

**FINANCING AGREEMENT**

Agreement dated *April 3*, 2014, entered into between the REPUBLIC OF MOLDOVA ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to thirteen million seven hundred thousand Special Drawing Rights (SDR 13,700,000) (variously, "Credit" and "Financing").
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
- 2.05. The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.

- 2.06. The Payment Dates are January 15 and July 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.08. The Payment Currency is United States Dollar.

### **ARTICLE III — PROGRAM**

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
  - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment, a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
  - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Events of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consists of the following:
- (a) The Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework; and
  - (b) the Loan Agreement has been executed and delivered and all conditions precedent to its effectiveness or the right of the Recipient to make

withdrawals under it, (other than the effectiveness of the Financing Agreement) have been fulfilled.

- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is its Minister of Finance.

- 6.02. The Recipient's Address is:

Ministry of Finance  
Cosmonautilor Street, 7  
2005 Chisinau  
Republic of Moldova

Facsimile:

(37322) 221307

- 6.03. The Association's Address is:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:

Telex:

Facsimile:

INDEVAS  
Washington, D.C.

248423(MCI)

1-202-477-6391

AGREED at Chisinau, Republic of Moldova, as of the day and year first above written.

REPUBLIC OF MOLDOVA

By



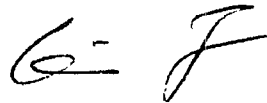
\_\_\_\_\_  
Authorized Representative

Name: Iurie Leanca

Title: Prime Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



\_\_\_\_\_  
Authorized Representative

Name: Qimiao Fan

Title: Country Director

## SCHEDULE 1

### Program Actions; Availability of Financing Proceeds

#### Section I. Actions under the Program

The actions taken by the Recipient under the Program include the following:

***Pillar A: Strengthen the regulatory framework to improve predictability of the business environment, facilitate competition, and reduce regulatory compliance costs***

1. The Recipient has established the framework Risk-Based Inspections (RBI) Methodology pursuant to Decision No. 694 on Approving the General Framework of the Methodology on Planning of State Control Based on Risk Criteria, dated September 5, 2013 and published in the Official Gazette No. 198-204 on September 13, 2013.
2. The Recipient has established a Regulatory Impact Analysis (RIA) to accompany the customs- and tax-related legislation and regulations that affect companies through the adoption of Law No. 324 on Amending and Supplementing Some Legislative Acts, dated December 23, 2013 and published in Official Gazette No.320-321 on December 31, 2013.
3. The Recipient has issued enabling regulations for the implementation of the Borrower's Law No. 183 dated July 11, 2012 on Competition, and Law No. 139 dated June 15, 2012 on State Aid and adopted a Parliamentary Decision.
4. The Recipient has reduced the testing and registration period for seeds and seedlings to: (i) one (1) year for all annual crops listed in the European Union Catalogue; and (ii) one (1) harvest year for multiannual (fruit trees) crops listed in the European Union Catalogue, through the adoption of Government Decision No. 964 on Supplementing Paragraph 29 of the Regulation on Testing and Acceptance of Varieties in the Catalogue of Plant Varieties, dated December 4, 2013 and published in the Official Gazette No. 284-289 on December 6, 2013.

***Pillar B: Strengthen financial sector stability, promote transparency of shareholding and ease conditions for access to finance***

5. The Recipient has adopted a draft Law on Amendments to the Law No. 171 on Capital Markets, pursuant to Government Decision No. 1028, dated December 19, 2013 and published in Official Gazette No. 312-314/1172 on December 31, 2013; and submitted it to the Parliament on December 24, 2013.

6. The Recipient has clarified the legal framework for contesting the acts of the Central Bank through the adoption of Law No. 343 on Amending and Supplementing Some Legislative Acts dated December 24, 2013 published in the Official Gazette No. 17-23/54 on January 24, 2014.
7. The National Bank of Moldova (NBM) has instructed an independent diagnostic audit of *Banca de Economii din Moldova* pursuant to Resolution No. 16-003/154-3602, dated December 9, 2013; and an auditor has been selected competitively to carry out said audit in compliance with terms of reference agreed with NBM.

***Pillar C: Improve the public investment, management framework, make investment subsidies in agriculture more efficient and equitable and improve the coverage of well-targeted social assistance programs***

8. The Recipient has established transparent and efficient mechanisms for planning, implementing and monitoring public investment projects through the adoption of the Regulation on Public Capital Investments pursuant to Government Decision No. 1029 dated December 19, 2013 and published in Official Gazette No. 311/1157 on December 27, 2013.
9. The Recipient has adjusted the parameters of the *Ajutor Social* benefit program (by increasing the Guaranteed Minimum Income to Moldovan Lei 680) and the *Heating Allowance* benefit program (by increasing the benefit amount to Moldovan Lei 250) through the adoption of: (i) Government Decision No. 793 on Amending and Supplementing Government Decision No. 1167 of 16 October 2008, dated October 8, 2013 and published in the Official Gazette No 222-227 on October 11, 2013; and (ii) Law No. 277 on Amending Law No. 249 of November 2, 2012 on State Budget for 2013, dated November 15, 2013 and published in Official Gazette No 281-283 on November 30, 2013).

## **Section II. Availability of Financing Proceeds**

- A. **General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. **Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
Single Withdrawal Tranche	13,700,000
<b>TOTAL AMOUNT</b>	<b>13,700,000</b>

**C. Withdrawal Tranche Release Conditions**

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the appropriateness of the Recipient's macroeconomic policy framework.

**D. Deposits of Financing Amounts.** Except as the Association may otherwise agree:

1. all withdrawals from the Financing Account shall be deposited by the Association into an account designated by the Recipient and acceptable to the Association; and
2. the Recipient shall ensure that upon each deposit of an amount of the Financing into this account, an equivalent amount is accounted for in the Recipient's budget management system, in a manner acceptable to the Association.

**E. Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

**F. Closing Date.** The Closing Date is October 31, 2014.

**SCHEDULE 2**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each January 15 and July 15:	
commencing July 15, 2019 to and including January 15, 2029	1.65%
commencing July 15, 2029 to and including January 15, 2039	3.35%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

## APPENDIX

### Section I. Definitions

1. "Excluded Expenditure" means any expenditure:
- (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
  - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
  - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
  - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
2. "Loan Agreement" means the agreement between the Recipient and the Bank in support of the Program, of the same date as this Agreement, as such agreement may be amended from time to time. "Loan Agreement" includes all appendices, schedules and agreements supplemental to the Loan Agreement.
  3. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
  4. "Parliamentary Decision" means the Recipient's Parliament Decision No. 278 on Approval of the Number of Staff Units and Classification Scheme of the Competition Council, dated November 21, 2013 and published in the Official Gazette No.276-280 on November 29, 2013.
  5. "Program" means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated February 14, 2014, from the Recipient to the Association, declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
  6. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

## **Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. "Section 3.02. *Service Charge and Interest Charge*
  - (a) *Service Charge.* The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.
  - (b) *Interest Charge.* The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months."
4. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
5. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
6. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 4.06. *Plans; Documents; Records*

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association's representatives to examine such records."

7. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

*"Section 4.07. Program Monitoring and Evaluation*

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing."

8. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term "Eligible Expenditure" is modified to read as follows:

"'Eligible Expenditure' means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement."

- (b) The term "Financial Statements" and its definition as set forth in the Appendix are deleted in their entirety.

- (c) The term "Financing Payment" is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".

- (d) A new term called "Interest Charge" is added to read as follows:

"'Interest Charge' means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."

- (e) The term "Payment Date" is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".

- (f) The term "Project" is modified to read "Program" and its definition is modified to read as follows:

“Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.

- (g) The term “Service Charge” is modified by replacing the reference to Section 3.02 with Section 3.02 (a).

Supplemental Letter

REPUBLIC OF MOLDOVA

April 3, 2014

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Re: Credit No. 5439 -MD  
(First Development Policy Financing)  
Section 5.01 of the General Conditions  
Financial and Economic Data

Dear Sirs and Mesdames:

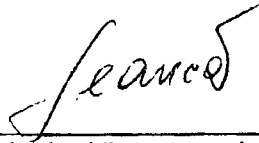
In connection with the Financing Agreement (Financing Agreement) of this date between the Republic of Moldova (Member Country) and International Development Association (Association) providing financing (Financing) for the above-captioned Project, and the General Conditions (General Conditions) made applicable to the Financing Agreement, I am writing on behalf of the Member Country to set forth the following:

1. We understand and agree that, for purposes of Section 5.01 of the General Conditions, the Member Country is required by the Association to report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual, dated January 2000 (DRSM)), in accordance with the DRSM, and in particular, to notify the Association of new "loan commitments" (as defined in the DRSM) not later than 30 days after the end of the quarter during which the debt is incurred, and to notify the Association of "transactions under loans" (as defined in the DRSM) once a year, not later than March 31 of the year following the year covered by the report.
2. We represent that no defaults exist in respect of any external debt (as defined in the DRSM). It is our understanding that, in making the Financing, the Association may rely on the representations set forth or referred to in this letter.

3. Please confirm your agreement to the foregoing by having a duly authorized representative of the Association sign in the space provided below.

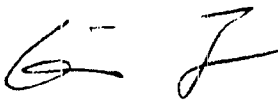
Very truly yours,

**REPUBLIC OF MOLDOVA**

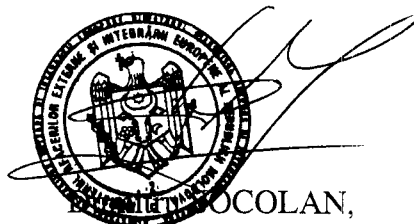
By   
Authorized Representative

AGREED:

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By   
Authorized Representative

Prin prezenta confirm că textul alăturat este o copie certificată de pe Acordul de finanțare dintre Republica Moldova și Asociația Internațională de Dezvoltare în vederea realizării "Primei Operațiuni a politicilor de dezvoltare în Republica Moldova (OPD-1)" (Chișinău, 3 aprilie 2014), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



ȘEFUL DIRECȚIEI GENERALE DREPT  
INTERNĂȚIONAL A MINISTERULUI AFACERILOR  
EXTERNE ȘI INTEGRĂRII EUROPENE AL  
REPUBLICII MOLDOVA