



LD 2152 (2023)

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

REPUBLIC OF MOLDOVA

Public Housing III
Programme Loan

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COUNCIL OF EUROPE DEVELOPMENT BANK, international organisation with its headquarters at 55, Avenue Kléber, 75116 Paris (France) (hereinafter, the **“CEB”** or the **“Bank”**), on the one hand,

and

REPUBLIC OF MOLDOVA, (hereinafter, the **“Borrower”** and together with the CEB, the **“Parties”** and each a **“Party”**), on the other hand,

WHEREAS

- (A) Having regard to the loan application submitted by the Republic of Moldova on 28 February 2023, approved by the CEB’s Administrative Council on 16 March 2023,
- (B) Having regard to the Third Protocol dated 6 March 1959 to the General Agreement on Privileges and Immunities of the Council of Europe dated 2 September 1949,
- (C) Having regard to the CEB’s Loan Regulations, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the **“Loan Regulations”**),
- (D) Having regard to the CEB’s Loan and Project Financing Policy, as adopted by the CEB’s Administrative Council Resolution 1646 (2022) (hereinafter, the **“Loan Policy”**),
- (E) Having regard to the CEB’s Environmental and Social Safeguards Policy, as adopted by the CEB’s Administrative Council Resolution 1588 (2016) (hereinafter, the **“Environmental and Social Safeguards Policy”**),
- (F) Having regard to the CEB’s Procurement Guidelines, as adopted by the CEB’s Administrative Council in September 2011 (hereinafter, the **“Procurement Guidelines”**),
- (G) Having regard to the CEB’s Data Protection Regulation, as adopted by the CEB’s Administrative Council Resolution 1639 (2022) (hereinafter, the **“Data Protection Regulation”**),
- (H) Having regard to the CEB’s Anti-Corruption Charter, as adopted by the CEB’s Administrative Council Resolution 1628 (2021), and
- (I) Having regard to the CEB’s Policy on Non-compliant/Uncooperative Jurisdictions, as adopted by the CEB’s Administrative Council Resolution 1630 (2021),

HEREBY AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

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

“Agreement” means this framework loan agreement, including its appendices.

“Allocation” means the commitment of a Tranche by the Borrower to the eligible Sub-projects even if such Tranche has not yet been paid out under the Project.

“Allocation Period” has the meaning specified under Sub-clause 5.2.

“Business Day” means, in relation to payments in Euro, any day on which TARGET 2 (the Trans European Automated Real-time Gross Settlement Express Transfer system) is operating.

“Closing Date” means the date specified under Appendix 1 hereto from which no further disbursements under the Loan may take place.

“Completion Report” has the meaning specified under Sub-clause 6.1(b).

“Cross-Default Event” has the meaning specified under Sub-clause 6.6(a).

“Currency” means, for the purposes of the Agreement, Euro.

“Day Count Convention” means the convention for determining the number of days between two dates and the number of days in a year specified in the relevant Disbursement Notice.

“Debt Instrument” means (i) any loan or other form of financial indebtedness; (ii) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (iii) a bond, note, debt security, debenture or similar written evidence of financial indebtedness; or (iv) an instrument evidencing a guarantee of an obligation constituting financial indebtedness of another.

“Default Interest Rate” has the meaning specified under Sub-clause 4.9.

“Disbursement Date” means the date on which a Tranche is scheduled to be disbursed pursuant to the applicable Disbursement Notice.

“Disbursement Notice” has the meaning specified under Sub-clause 4.3(b).

“Disbursement Request” has the meaning specified under Sub-clause 4.3 (a).

“Effective Date” means the date of entry into force of the Agreement resulting from Clause 20.

“EU” means the European Union.

“EURIBOR” means the percentage rate quoted by any financial news provider acceptable to the CEB at or about 11.00 a.m. Brussels time on the Interest Determination Date as the Euro wholesale funding rate administered by the European Money Market Institute (or any other

entity which takes over the administration of that rate) for the same period as the relevant Interest Period.

If the relevant Interest Period is not the same as a period quoted by the relevant financial news provider, the applicable EURIBOR shall be the percentage rate resulting from a linear interpolation by reference to two (2) EURIBOR rates, one of which is applicable for a period of whole months next shorter and the other for a period of whole months next longer than the length of the relevant Interest Period.

“Euro” and the sign **“EUR”** means the lawful currency of the Member States of the EU which from time to time adopt it as their currency in accordance with the relevant provisions of the Treaty of the EU and the Treaty on the Functioning of the EU or their succeeding treaties.

“European Convention on Human Rights” means the Convention for the Protection of Human Rights and Fundamental Freedoms dated 4 November 1950, CETS No. 5, as amended from time to time.

“European Social Charter” means the European Social Charter dated 3 May 1996, CETS No. 163, as amended from time to time.

“Final Beneficiaries” are specified under Appendix 1 hereto as the group benefitting from the social effects of the Project.

“Fixed Interest Rate” means the interest rate *per annum* specified in the applicable Disbursement Notice.

“Floating Interest Rate” means the interest rate *per annum* determined by adding or subtracting the Spread specified in the applicable Disbursement Notice to or from, as the case may be, the Reference Rate.

For the avoidance of doubt, when the determination of the Floating Interest Rate results in a negative interest rate (due to a quoted negative Reference Rate, to the operation of a Spread that is subtracted from the Reference Rate or to any other circumstances), the interest to be paid by the Borrower for the Interest Period shall be deemed to be zero.

“Forecasted Expenditure” means the eligible costs planned to be incurred under the Project over the period of one (1) year.

“Incurred Expenditure” means the eligible costs incurred by the Project Implementing Entity.

“Interest Determination Date” means, for the purposes of determination of a Floating Interest Rate, the day falling two (2) Business Days prior to the first day of the Interest Period, unless otherwise specified in the relevant Disbursement Notice.

“Interest Payment Dates” means the dates for the payment of interest corresponding to the relevant Interest Period specified in the applicable Disbursement Notice.

“Interest Period” means the period commencing on an Interest Payment Date and ending on the day immediately prior to the following Interest Payment Date, provided that the first Interest Period applicable to each Tranche shall commence on the Disbursement Date and end on the day immediately prior to the next Interest Payment Date.

“Loan” means the loan granted to the Borrower by the CEB by means of the Agreement.

“Loan Amount” means the amount specified under Sub-clause 4.1.

“Market Disruption Event” has the meaning specified under Sub-clause 4.10.

“Material Adverse Change” means any event which, in CEB’s opinion, (i) materially impairs the Borrower’s ability to perform its financial obligations under the Agreement, or (ii) adversely affects any Security provided by the Borrower or a third-party to secure the due performance of the Borrower’s financial obligations under the Agreement; or (iii) adversely affects any rights or remedies of the CEB under the Agreement.

“Maturity Date” means the last Principal Repayment Date for each Tranche specified in the applicable Disbursement Notice.

“Modified Following Business Day Convention” means a convention whereby if a specified date would fall on a day which is not a Business Day, such date would be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date would be the first preceding day that is a Business Day.

“Prepayment Confirmation” has the meaning specified under Sub-clause 4.7.

“Prepayment Costs” has the meaning specified under Sub-clause 4.7.

“Prepayment Date” has the meaning specified under Sub-clause 4.7.

“Prepayment Notice” has the meaning specified under Sub-clause 4.7.

“Principal Repayment Date(s)” means the date(s) for the repayment(s) of principal under each Tranche specified in the applicable Disbursement Notice.

“Principal Repayment Period” means with respect of each Tranche the period running from its Disbursement Date to its Maturity Date.

“Progress Report” has the meaning specified under Sub-clause 6.1(a).

“Prohibited Practices” has the meaning specified under Sub-clause 5.8(c).

“Project” means the programme of eligible Sub-projects set forth under Appendix 1 hereto to be partially financed with the Loan approved by the CEB’s Administrative Council with ref. LD 2152.

“Project Implementing Entity” (hereinafter, the **“PIE”**) means the legal entity that, by delegation of the Borrower, is in charge of the implementation of the Project.

“Project Implementing Unit” (hereinafter, the **“PIU”**) means the team appointed by the PIE in charge of the day-to-day management of the Project.

“Reference Rate” means EURIBOR for a Floating Interest Rate Tranche denominated in Euro.

“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

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

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.

“Security” means any agreement or arrangement creating a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties.

“Spread” means, in connection with Floating Interest Rate Tranches, the fixed-spread to the Reference Rate (being either plus or minus) specified in basis points in the applicable Disbursement Notice.

“Sub-project” means an eligible investment scheme to be financed under the Project.

“Tranche” means an amount disbursed or to be disbursed under the Loan.

1.2 Construction

Unless the context otherwise requires, references to:

- (i) this Agreement shall be construed as references to this Agreement as supplemented, amended or restated from time to time;
- (ii) a Party or any other person includes its successors in title or permitted transferee;
- (iii) “Clauses”, “Sub-clauses” and “Recitals” shall be construed as references to clauses, sub-clauses and recitals respectively of this Agreement; and
- (iv) words importing the singular shall include the plural and vice-versa.

1.3 Headings

Headings in this Agreement have no legal significance and do not affect its interpretation.

1.4 Rounding

For the purposes of any calculations referred to in this Agreement:

- (i) all percentages resulting from such calculations other than those determined through the use of interpolation will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (*e.g.*, 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655));
- (ii) all percentages determined through the use of linear interpolation by reference to two (2) relevant Reference Rates will be rounded, if necessary, in accordance with the method set forth in subsection (a) above, but to the same degree of accuracy as the two (2) rates used to make the determination (except that such percentages will not be rounded to a lower degree of accuracy than the nearest one thousandth of a percentage point (0.001%)); and
- (iii) all currency amounts used in or resulting from the above calculations will be rounded, unless otherwise specified in the relevant Currency definition, to the

nearest two decimal places in the relevant currency (with .005 being rounded upwards (e.g., .674 being rounded down to .67 and .675 being rounded up to .68).

2. CONDITIONS

The Loan is granted under the general conditions of the Loan Regulations and under the special conditions of the Agreement.

3. PURPOSE

The CEB grants the Loan to the Borrower, who accepts it, solely for the purpose of financing the Project as described under Appendix 1.

Any change to the way the Loan is applied that has not received the CEB's prior written approval would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

4. FINANCIAL CONDITIONS

4.1 Loan Amount

The Loan Amount is:

Twenty million Euros
EUR 20,000,000

4.2 Disbursement Amount

The Loan shall be disbursed in a minimum of two (2) Tranches.

The amount of each Tranche, except for the first tranche, shall be determined according to the Incurred Expenditure and/or Forecasted Expenditure. The amount of the first Tranche shall not exceed twenty per cent (20%) of the Loan Amount.

4.3 Disbursement Procedure

The disbursement of each Tranche is determined through the following procedure:

(a) Disbursement Request

Prior to each disbursement, the Borrower shall submit to the CEB a disbursement request substantially in the form set out under Appendix 3 hereto (hereinafter, a "**Disbursement Request**").

A Disbursement Request shall specify the proposed:

- (i) Currency and amount for the Tranche;

- (ii) Disbursement Date; such Disbursement Date shall be a Business Day falling at least five (5) Business Days after the date of the Disbursement Request;
- (iii) Principal Repayment Date(s), including the Maturity Date, taking into account that the Principal Repayment Period for each Tranche shall not exceed twenty (20) years including a grace period not greater than five (5) years for amortising structures;
- (iv) maximum Fixed Interest Rate or maximum Spread to the Reference Rate;
- (v) Interest Period and Interest Payment Dates;
- (vi) Day Count Convention and Business Days; and
- (vii) Borrower's account for payments.

Each Disbursement Request delivered to the CEB shall be irrevocable, unless otherwise agreed in writing by the CEB.

(b) Disbursement Notice

If the CEB receives a Disbursement Request that complies with the Disbursement Request requirements set out in Sub-clause 4.3(a) above, and if all other relevant Disbursement Conditions as defined in Sub-clause 4.5 (*Disbursement Conditions*) below have been fulfilled by the Borrower, the CEB shall deliver to the Borrower a disbursement notice substantially in the form set out under Appendix 3 hereto (hereinafter, a "**Disbursement Notice**"). Each Disbursement Notice shall be delivered at least two (2) Business Days before the proposed Disbursement Date.

A Disbursement Notice shall specify:

- (i) the Currency and the amount for the Tranche;
- (ii) the Disbursement Date;
- (iii) the Principal Repayment Period and the Principal Repayment Date, including the Maturity Date;
- (iv) the Fixed Interest Rate or the Spread to the Reference Rate;
- (v) the Interest Period and the Interest Payment Dates;
- (vi) the Day Count Convention and the Business Days; and
- (vii) the Borrower's and the CEB's accounts for payments.

A Disbursement Notice matching the elements included in a Disbursement Request shall constitute an irrevocable and unconditional commitment on the part of the Borrower to borrow from the CEB and on the part of the CEB to disburse to the Borrower the Tranche under the terms and conditions specified in the Disbursement Notice.

Notwithstanding the above, if the CEB has not delivered a Disbursement Notice within twenty (20) Business Days following the receipt of a Disbursement Request, the relevant Disbursement Request shall be deemed as cancelled.

4.4 Disbursement Period

Unless otherwise agreed in writing by the CEB, the Borrower shall not be entitled to:

- (i) the issue of a Disbursement Request for the first Tranche beyond twelve (12) months after the Effective Date;
- (ii) the issue of any further Disbursement Request beyond eighteen (18) months after the last disbursement; or

- (iii) the issue of any further Disbursement Request beyond the day falling fifteen (15) Business Days before the Closing Date.

4.5 Disbursement Conditions

- (a) Conditions precedent to the Disbursement Request for the first Tranche:
 - (i) Legal opinion in English issued by the Borrower's Ministry of Justice confirming to the CEB's satisfaction, substantially in the form set out under Appendix 2 hereto, that the Agreement has been duly executed by authorised representatives of the Borrower and that the Agreement is valid, binding and enforceable in accordance with its terms in the Borrower's jurisdiction.
 - (ii) Evidence in English (*e.g.*, statute, resolution, power of attorney, etc.) to the CEB's satisfaction of the person(s) authorised to execute the Agreement and the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).
 - (iii) The other conditions as set out under the "Special Conditions" section of Appendix 1 hereto.
- (b) Conditions precedent to any further Disbursement Request:
 - (i) In the event there has been a change regarding the person(s) authorised to execute Disbursement Requests on behalf of the Borrower, the Borrower shall provide CEB with updated evidence in English (*e.g.*, Statute, Resolution, Power of Attorney, etc.) to the CEB's satisfaction of the person(s) authorised to execute the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).
 - (ii) Progress Report confirming to the CEB's satisfaction the full Allocation of the previous Tranche and Forecasted Expenditure for the Project.
 - (iii) The other conditions as set out under the "Special Conditions" section of Appendix 1 hereto.

4.6 Repayment

On any Principal Repayment Date, the Borrower shall repay the principal of each Tranche due on that Principal Repayment Date in accordance with the terms set forth in the applicable Disbursement Notice.

4.7 Prepayment

(a) Mechanics

If in any event specified in this Agreement referring to this Sub-clause the Borrower ought to prepay all or part of a Tranche or in the event of voluntary prepayment, the Borrower shall give at least a one (1) month prior written notice to the CEB (hereinafter, the "**Prepayment Notice**") specifying the amounts to be prepaid, the date on which the prepayment will take place (hereinafter, the "**Prepayment Date**") and, upon prior consultation with the CEB, the Prepayment Costs. The Prepayment Date shall fall on an Interest Payment Date, unless otherwise agreed in writing by the CEB.

Upon receipt of the Prepayment Notice, the CEB shall send a written notice to the Borrower (hereinafter, the "**Prepayment Confirmation**"), not later than five (5) Business Days prior to the Prepayment Date, indicating the accrued interest due thereon and the Prepayment Costs in accordance with Sub-clause 4.7 (b).

A Prepayment Confirmation matching all the elements included in the Prepayment Notice shall constitute an irrevocable and unconditional commitment on the part of the Borrower to prepay the relevant amounts to the CEB under the terms and conditions specified in the Prepayment Confirmation.

If the Borrower partially prepays a Tranche, the prepaid amount shall be applied pro rata to each outstanding principal repayment. In such an event, the Prepayment Confirmation shall accordingly include an adjusted repayment schedule which shall be binding on the Borrower.

(b) Prepayment Costs

The costs resulting from prepayment in accordance with Sub-clause 4.7 (a) (hereinafter, the "**Prepayment Costs**") shall be determined by the CEB on the basis of the costs to it of redeploying the amount to be prepaid from the Prepayment Date to the Maturity Date, including any related costs, such as unwinding any underlying hedging arrangements. The costs of redeployment will be established on the basis of the difference between the original rate and the redeployment rate, which shall be determined by the CEB on the basis of market conditions on the date of the Prepayment Notice.

4.8 Interest Determination

The Borrower shall pay interest on the principal of each Tranche from time to time outstanding during each Interest Period at the Fixed Interest Rate/Floating Interest Rate specified in the applicable Disbursement Notice.

Interest shall (i) accrue from and including the first day of the Interest Period to but excluding the last day of such Interest Period; and (ii) be due and payable on the Interest Payment Dates specified in the applicable Disbursement Notice. Interest shall be calculated on the basis of the Day Count Convention specified in the relevant Disbursement Notice.

In the case of Floating Interest Rate Tranches, the CEB shall determine on each Interest Determination Date the interest rate applicable during the relevant Interest Period in accordance with the Agreement and promptly give notice thereof to the Borrower. Each determination by the CEB shall be final, conclusive and binding upon the Borrower unless shown by the Borrower to the satisfaction of the CEB that any such determination has involved manifest error.

4.9 Default Interest Rate

In the event that the Borrower fails to pay, in full or in part, any amount under the Agreement, and notwithstanding any other recourse available to the CEB under the Agreement or otherwise, the Borrower shall pay interest on such unpaid amounts from the due date until the date of receipt of such payment by the CEB at the interest rate *per annum* equal to the one-month EURIBOR quoted on the due date plus two hundred basis points (200 bps) (hereinafter, the "**Default Interest Rate**").

The applicable Default Interest Rate shall be updated every thirty (30) calendar days.

4.10 Market Disruption Event

The CEB shall promptly, upon becoming aware of it, notify to the Borrower that a Market Disruption Event has occurred.

For the purposes of the Agreement, "Market Disruption Event" refers to the following circumstances:

- (a) The relevant financial news provider referred to under the EURIBOR definition does not quote any percentage rate or its corresponding screen rate page is not accessible.

Under such a Market Disruption Event, the applicable EURIBOR shall be the percentage rate *per annum* determined by the CEB to be the arithmetic mean of the rates at which loans in Euro, in an amount identical or nearest comparable to the Loan amount in question and for a period identical or nearest comparable to the relative Interest Period, are offered on the Interest Determination Date by three (3) leading banks in the EU interbank market selected by the CEB. If at least two (2) quotations are provided, the applicable EURIBOR for that Interest Determination Date shall be the arithmetic mean of all quotations provided.

If only one (1) or no quotation is provided, the applicable EURIBOR shall be the percentage rate *per annum* determined by the CEB to be the arithmetic mean of the rates at which loans in Euro, in an amount identical or nearest comparable to the Loan amount in question and for a period identical or nearest comparable to the relative Interest Period, are offered on the second Business Day after the beginning of the relevant Interest Period by major banks in the EU interbank market selected by the CEB.

- (b) The CEB determines that it is not possible to determine the applicable Reference Rate in accordance with paragraph (a) above.

Under such a Market Disruption Event, the applicable Floating Interest Rate shall be replaced by the rate that expresses as a percentage rate *per annum* the cost to the CEB of funding the Loan from whatever source the CEB may reasonably select.

- (c) At any time between the delivery of a Disbursement Notice and the Disbursement Date the CEB reasonably determines that there are exceptional and unexpected circumstances of an economic, financial, political or other external nature adversely affecting the CEB's access to its sources of funding.

Under such a Market Disruption Event, the CEB shall be entitled to cancel at no cost the scheduled disbursement.

In the case of the Market Disruption Events set forth under paragraphs (a) and (b) above (other than an EURIBOR Replacement Event):

- (i) If the Borrower so requires, the Parties, acting in good faith, shall enter into negotiations for a period of not more than thirty (30) calendar days in order to agree on an alternative to the applicable EURIBOR. If no agreement is reached, the Borrower shall proceed with prepayment on the next Interest Payment Date in the terms provided under Sub-clause 4.7.
- (ii) The CEB shall have the right, acting in good faith and in consultation with the Borrower to the extent reasonably practicable, to change the duration of any subsequent Interest Period to thirty (30) calendar days or less by sending to the Borrower a notice thereof. Any such change to an Interest Period shall take effect on the date specified by the CEB in such notice.

If the CEB determines that the relevant Market Disruption Event no longer exists, then, subject to any further Market Disruption Event occurring or existing, the Floating Interest Rate and/or Interest Period applicable to any relevant Tranche shall revert, from the first day of the following Interest Period to being calculated in accordance with the Floating Interest Rate and Interest Period specified in the relevant Disbursement Notice.

4.11 Payments

All the amounts due by the Borrower under this Agreement are payable in the Currency of each Tranche to the CEB's account indicated in the applicable Disbursement Notice. Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention. Any payment shall be deemed paid when the CEB has received the amount on its account.

The Borrower or the bank instructed by the Borrower, as the case may be, shall send a written payment notice to the CEB at least five (5) Business Days before payment of any amounts due under this Agreement.

All payments to be made by the Borrower under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

If the CEB receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Agreement, the CEB shall apply that payment in or towards payment of:

- (i) first, any fees, costs, charges or expenses due but unpaid under this Agreement;
- (ii) secondly, any accrued interest due but unpaid under this Agreement,
- (iii) thirdly, any principal due but unpaid under this Agreement; and
- (iv) fourthly, any other sum due but unpaid under this Agreement.

5. PROJECT IMPLEMENTATION

The Borrower shall implement the Project in accordance with the Agreement.

The Borrower designates the Ministry of Infrastructure and Regional Development as the PIE. The PIE shall entrust the management of the Project to the PIU and shall ensure its adequate staffing and equipment as set forth under Appendix 1 hereto.

In any event, the Borrower remains solely liable to comply with its obligations under the Agreement.

Failure to comply with the undertakings set forth hereby under Clause 5 would constitute, irrespective of any other applicable provision of the Loan Regulations, an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to (i) the relevant Sub-project declared ineligible for Allocation under the Project; and/or (ii) the early reimbursement, suspension or cancellation of the Loan, in whole or in part, under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

5.1 Duty of Care

The Borrower shall apply all care and diligence, and shall exercise all typically used means (including, but not limited to, legal, financial, managerial and technical) required for the proper implementation of the Project.

5.2 Allocation Period

The Borrower shall allocate each Tranche to the Project within twelve (12) months after the relevant Disbursement Date (hereinafter, the "Allocation Period"), unless otherwise agreed in writing by the CEB.

If a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the Allocation Period, the Borrower shall proceed with prepayment of the unallocated amounts on the next Interest Payment Date in the terms provided under Sub-clause 4.7.

5.3 Project Costs

The Tranches disbursed under the Loan shall not exceed seventy per cent (70%) of the total eligible costs of the Project specified under Appendix 1 hereto. If the Tranches disbursed under the Loan exceed the above 70% (by reduction of the total eligible costs or otherwise), the Borrower shall proceed with prepayment of the surplus on the next Interest Payment Date in the terms provided under Sub-clause 4.7.

Should the total eligible costs of the Project increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available without recourse to the CEB. The plans to finance the increased costs shall be communicated to the CEB without delay.

5.4 Project Specific Undertakings

The Borrower shall ensure that:

- (i) all the land, real property rights and permits required for the implementation of the Project are timely available;
- (ii) all assets and plants under the Project are permanently insured, maintained and operated in accordance with international best practices; and
- (iii) any other requirement specified in Appendix 1 ("Specific Conditions") hereto is complied with.

5.5 Procurement

The Borrower shall conduct all procurement procedures under the Project in accordance with the public procurement laws of the Republic of Moldova. In particular, the Borrower shall ensure that any party having an interest in obtaining a particular contract to be financed under the Project shall have access to the review procedures and remedies provided for under the laws of the Republic of Moldova.

To be eligible for financing under the Loan, procurement of works, services and goods carried out in accordance with the paragraph above, shall be in line with the Procurement Guidelines. In particular, the Procurement Plan (as such term is defined under the Procurement Guidelines) and any update thereof, indicating the procurement methods for each contract shall be

submitted to the CEB for approval. Upon receipt, the CEB will inform the Borrower of the scope of review that CEB will carry out for each contract.

5.6 Environmental and Social Safeguards

Without prejudice to the obligations provided for in the 'Undertakings' paragraph of the "Special Conditions" section of Appendix 1 hereto, which the Borrower undertakes to comply with in accordance with the terms and conditions thereof, the Borrower shall implement the Project in conformity with the requirements set forth in the Environmental and Social Safeguards Policy.

5.7 Human Rights

The Borrower shall ensure that the implementation of the Project does not give rise to a violation of (i) the European Convention on Human Rights; or (ii) the European Social Charter.

5.8 Integrity

The Borrower undertakes that:

- (a) It will institute and thereafter comply with internal policies, procedures and controls, in line with applicable legislation and international best practices, for the purpose of preventing the Borrower to become, in connection with the implementation of the Project or otherwise, an instrument for money laundering or terrorism financing;
- (b) it will not make any Loan proceeds available to or for the benefit of, directly or indirectly, any Sanctioned Person;
- (c) it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the implementation of the Project or any Sub-project a Corrupt Practice, a Fraudulent Practice, a Coercive Practice, a Collusive Practice or an Obstructive Practice (hereinafter, together with money laundering, terrorism financing and making available any Loan proceeds to Sanctioned Persons referred to as the "**Prohibited Practices**").

For the purposes of this Agreement:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such Prohibited Practice. For this purpose, the knowledge of any member of the PIU shall be deemed the knowledge of the Borrower.

The Borrower undertakes:

- (i) to take timely such action as the CEB may reasonably request to investigate and/or terminate any alleged or actual Prohibited Practice;
- (ii) to facilitate any investigation that the CEB may conduct concerning any alleged or actual Prohibited Practice; and
- (iii) to inform the CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such Prohibited Practice.

The Head of the PIE shall be responsible for contacts with the CEB for the purposes of this Sub-clause.

5.9 Visibility

The Borrower shall inform the Final Beneficiaries that the Sub-project is partly financed by the CEB through appropriate means of communication such as dedicated notices in relevant websites, social media, press releases, brochures or the exhibit of billboards/plates on relevant Sub-project sites/facilities. In any case, information to the Final Beneficiaries shall display in an appropriate way the CEB's name and logo.

6. MONITORING

6.1 Reporting

(a) Progress Reports

The Borrower, through the PIU, shall send to the CEB a progress report (hereinafter, a "**Progress Report**") (i) once a year, until the completion of the Project; and (ii) prior to every Disbursement Request, except for the Disbursement Request for the first Tranche.

Appendix 4 hereto provides a template specifying the minimum information required by the CEB. Alternative formats containing the same information may also be used.

(b) Completion Report

Upon completion of the Project, the Borrower shall submit a completion report (hereinafter, a "**Completion Report**") in form and substance identical to the Progress Report.

Appendix 4 hereto provides a template specifying the minimum information required by the CEB. Alternative formats containing the same information may also be used.

6.2 Visits

The Borrower undertakes to favourably receive any monitoring/technical/evaluation visits, including by facilitating access to relevant Sub-project sites/contractors, carried out by the CEB's staff members or designated third parties.

6.3 Audit

Should the Borrower fail to comply with any of its undertakings under the Agreement, the Borrower undertakes to favourably receive any on-site audit, carried out by the CEB's staff members or designated third parties, which shall be at the Borrower's expense.

6.4 Project Information

The Borrower shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point in time, the Project's state of progress, and which shall record all operations made and identify the assets and services partially financed with the Loan.

The Borrower shall deliver to the CEB in a timely manner any information or document concerning the financing or the implementation (including in particular environmental/social and procurement issues) of the Project as the CEB may reasonably require.

The Borrower shall inform the CEB immediately of any event affecting the implementation of the Project, including but not limited to:

- (i) any action or protest initiated or any objection raised by any third party or any complaint received by the Borrower or any litigation that is commenced or threatened against it with regard to procurement or environmental/social or other matters in connection with the Project; or
- (ii) any enactment of or any amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) in connection with the Project.

Any event that may have a material adverse impact on the implementation of the Project would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

6.5 Borrower Information

The Borrower shall deliver information, in a form and substance satisfactory to the CEB, on its general financial situation as the CEB may reasonably require from time to time.

The Borrower shall inform the CEB of any Material Adverse Change immediately after becoming aware thereof. Any Material Adverse Change would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

6.6 Financial Covenants

(a) Cross-Default

The Borrower shall inform the CEB if any Cross-Default Event occurs. Any Cross-Default Event would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give

rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

For the purpose of this Agreement, “**Cross-Default Event**” means a situation in which, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, repay or terminate ahead of maturity any Debt Instrument or any commitment in connection with any Debt Instrument is cancelled or suspended.

7. PARI PASSU

Failure to comply with the provisions set forth below under Clause 7 would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

7.1 Ranking

The Borrower shall ensure that its payment obligations under this Agreement rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its Debt Instruments.

In particular, the Borrower shall not make (or authorise) any payment in respect of any other such Debt Instrument (whether regularly scheduled or otherwise) if:

- (i) the CEB makes a demand of early reimbursement under Article 3.3 of the Loan Regulations; or
- (ii) an event or potential event of default under any unsecured and unsubordinated Debt Instrument of the Borrower or any of its agencies or instrumentalities has occurred and is continuing.

However, payment in respect of such Debt Instrument is possible if the Borrower:

- (i) simultaneously pays; or
- (ii) sets aside in a designated account for payment on the next Interest Payment Date

a sum equal to the same proportion of the principal outstanding under this Agreement as the proportion that the payment under such Debt Instrument bears to the total debt outstanding under that instrument.

For this purpose, any payment of a Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the Debt Instrument have subscribed, shall be disregarded.

7.2 Security

Should a Security be granted for the performance of any of the Borrower’s Debt Instruments, the Borrower shall timely inform the CEB of its intentions and shall, if so required by the CEB,

provide to the CEB, within the deadline set forth in the CEB's notice, identical or equivalent Security for the performance of its financial obligations under this Agreement.

This provision shall not apply to a Security:

- (a) created on property at the time of purchase solely as security for the payment of the purchase price or for the payment of debt incurred for the purpose of financing the purchase of such property; or
- (b) securing a Debt Instrument maturing not more than one (1) year after the date on which it was originally incurred.

7.3 Clause by Inclusion

Should any of the Borrower's Debt Instruments include a loss-of-rating covenant, a financial ratios covenant or *pari passu* provisions that are not included in the Agreement or that are stricter than any equivalent provision of this Agreement, the Borrower shall so inform the CEB and shall, at the request of the CEB by means of a written notice, execute within the deadline indicated in the CEB's notice, an amendment to this Agreement to provide an equivalent provision in favour of the CEB.

7.4 Prepayment to Third Parties

Should the Borrower voluntarily prepay (for the avoidance of doubt, prepayment shall include a repurchase where applicable) in whole or in part any Debt Instrument and such prepayment:

- (i) is not made within a revolving credit facility which remains open for drawing on the same terms after such prepayment; or
- (ii) is not made out of the proceeds of another Debt Instrument having a term at least equal to the unexpired term of the prepaid Debt Instrument,

the Borrower shall inform the CEB. In such an event, and upon the CEB's request, the Borrower shall prepay to the CEB within two (2) months from any such prepayment the amounts disbursed under the Loan in accordance with Sub-clause 4.7 in such proportion as the prepaid amount bears to the corresponding Debt Instrument.

8. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

- (a) it carries out its activities according to the laws, decrees, regulations and other texts applicable to it; in particular, it complies with the applicable laws on fraud, corruption, money laundering and financing of terrorism;
- (b) it is not and none of its officers, directors, agent or employees is a Sanctioned Person or is the subject of a final and irrevocable court ruling in connection with Prohibited Practices perpetrated in the exercise of its professional duties and none of them did or does enter into business relationships with Sanctioned Persons;
- (c) its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;
- (d) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Agreement do not:

- (e) contravene or conflict with any applicable law, statute, rule or regulation, or any judgment, decree or permit to which it is subject;
- (f) contravene or conflict with any Debt Instrument or any other agreement binding upon it which might reasonably be expected to give rise to a Material Adverse Change;
- (g) no event or circumstance is outstanding that constitutes a default under any Debt Instrument or any other agreement, which is binding on it or to which its assets are subject, which might reasonably be expected to give rise to a Material Adverse Change;
- (h) no Security has been granted to a third party in breach of Sub-clause 7.2;
- (i) no litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency which might reasonably be expected to give rise to a Material Adverse Change have (to the best of its knowledge and belief) been started or threatened against it; and
- (j) it has received a copy of the Loan Regulations, the Loan Policy, the Environmental and Social Safeguards Policy, the Procurement Guidelines and the Personal Data Protection Regulation and has taken note thereof.

The above representations and warranties are deemed repeated on the date of signature of each Disbursement Request. Any change in relation to the above representations and warranties must, for the entire Loan period, be notified and any supporting documents provided to the CEB immediately after the Borrower having become aware of the change.

If any of the above representations and warranties is or proves to have been incorrect or misleading in any respect, this would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

9. THIRD PARTIES

The Borrower may not raise any fact relating, within the scope of the use of the Loan, to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement.

The CEB may not be involved in disputes which might arise between the Borrower and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Borrower.

10. NON-WAIVER

In no case, including delay or partial exercise, shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

11. TRANSFER

The Borrower may not transfer any of its rights and/or obligations under the Agreement without the prior written consent of the CEB.

The Borrower hereby gives its consent to any transfer by the CEB of all or part of its rights and/or obligations under the Agreement.

12. ILLEGALITY

If it is or becomes unlawful in any jurisdiction for the CEB to make, maintain or fund the Loan or perform any of its obligations under this Agreement, this would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

13. NO HARDSHIP

Each Party hereby acknowledges that any applicable provision pursuant to which a Party may request the other Party to renegotiate the Agreement or may cease to perform its obligations hereunder, in case of a change of circumstances unforeseeable at the time of the conclusion of the Agreement which makes performance excessively onerous for a Party who had not agreed to assume such risk, shall not apply to it with respect to its obligations under the Agreement and that it shall not be entitled to many any claim under such provision.

14. GOVERNING LAW

The Agreement shall be governed by the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and, secondarily, if necessary, by French law.

15. DISPUTES

Disputes between the Parties shall be subject to arbitration under the conditions laid down in chapter 4 of the Loan Regulations.

The Parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in chapter 4 of the Loan Regulations.

In any legal action arising from this Agreement, the CEB's certificate as to any amount due or interest rate applicable under the Agreement shall, in the absence of manifest error, be *prima facie* evidence of such amount or interest rate.

16. DATA PROTECTION

The processing of any personal data collected under the Agreement shall be carried out by the CEB in accordance with the Data Protection Regulation.

17. NOTICES

Any notice (including any document or communication) to be given or made under or in connection with this Agreement to the CEB or the Borrower shall be in writing and unless

otherwise stated, may be made by registered letter, electronic mail or facsimile. Such notice shall be deemed to have been received by the other Party:

- (i) in the case of a hand-delivered or registered letter, on the date of delivery;
- (ii) in the case of electronic mail, only when actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose;
- (iii) in the case of electronic mail, which contains a Disbursement Notice, sent by the CEB to the Borrower, when the electronic mail is sent; and
- (iv) in the case of a facsimile, on receipt of transmission.

Any notice provided by the Borrower to the CEB by electronic mail shall:

- (i) mention the LD reference in the subject line; and
- (ii) be in the form of a non-editable electronic image (pdf, tif or any other common non editable file format agreed between the Parties) of the notice signed by the person or persons duly authorised to sign such notice on behalf of the Borrower, attached to the electronic mail.

Without affecting the validity of notices by electronic mail or facsimile made in accordance with this Clause, the following notices shall also be sent by registered letter to the other Party at the latest on the immediately following Business Day:

- (i) Disbursement Requests;
- (ii) any communications in respect of the suspension, cancellation and/or early reimbursement of the Loan or in respect of a Prepayment Notice; and
- (iii) any other communication required by the CEB.

The Parties agree that any above notice (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand.

The postal address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication to be given or made under or in connection with this Agreement is:

For the Borrower:

Ministry of Infrastructure and Regional Development
1, Piata Marii Adunari Nationale
MD 2001, Chisinau
Republic of Moldova
Attention: Minister of Infrastructure and Regional Development
E-mail: secretariat@midr.gov.md

and

Ministry of Finance
7, Constantin Tanase Street
MD 2005, Chisinau
Republic of Moldova
Attention: Minister of Finance
Fax: +373 22 262517

E-mail: cancelaria@mf.gov.md

For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris
France

Attention: Head of Projects Division
Fax: +33 1 47 55 37 52
E-mail: projects@coebank.org

The CEB and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

All notices to be given or made under or in connection with the Agreement shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

All notices to be given or made by the Borrower under or in connection with this Agreement shall, where required by the CEB, be delivered to the CEB together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

18. TAXES AND EXPENSES

The Borrower shall pay, to the extent applicable, all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution, registration, implementation, termination or enforcement of the Agreement and/or any related document as well as of the creation, perfection, registration, enforcement or release of any Security required under the Agreement.

The Borrower shall bear all charges and expenses (including legal, professional, banking or exchange costs) incurred in connection with (i) the preparation, execution, perfection, implementation, termination and enforcement of this Agreement and/or any related document; (ii) any amendment, supplement or waiver in respect of this Agreement and/or any related document; and (iii) the preparation, execution, perfection, management, enforcement and release of any Security required under the Agreement.

Notwithstanding the above, Article 4.7 (*Cost of arbitration*) of the Loan Regulations shall apply regarding the costs of the arbitration set forth under Clause 15.

19. DISCHARGE

After repayment of all outstanding principal under the Loan as well as payment of all interests and other expenses resulting from the Agreement, including in particular those amounts under Sub-clause 4.9 and Clause 18, the Borrower shall be fully released from its obligations arising out of or in connection with this Agreement.

Without prejudice of the above, the Borrower shall nevertheless undertake, for a period not exceeding six (6) years following the receipt of a Completion Report to the CEB's satisfaction (i) to keep the Project-related documentation; and (ii) to favourably receive any evaluation visits, including by facilitating access to relevant Sub-project sites carried out by the CEB's staff members or designated third parties.

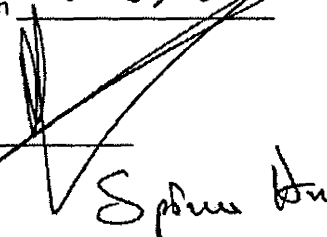
20. ENTRY INTO FORCE

Once duly executed by the Parties hereto, the Agreement shall enter into force on the date on which the CEB receives a notification confirming the completion by the Republic of Moldova of the internal procedures necessary for its entry into force.

IN WITNESS THEREOF the Parties have caused the Agreement to be executed in two (2) originals, each of which is equally valid. One (1) original is kept by each of the Parties.

For the Borrower

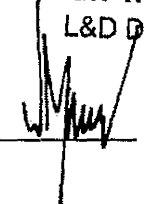
Chisinau, on 15.03.24


Name: _____
Title: _____

For the Council of Europe Development Bank

Paris, on 17/1/2024

Name: _____
Title: **Cristian TABACARU**
L&D Director


Name: _____
Title: _____
Jan DE BEL
General Counsel

APPENDIX 1

Project Description

I.	LD	2152 (2023)
	Borrower	Republic of Moldova
	Loan Type	Programme Loan
	Loan Amount	EUR 20,000,000
	Approval by CEB's Administrative Council	16 March 2023
II.	Sector(s) of action	"Social and affordable housing"
	Objective	To support the Government of the Republic of Moldova in providing decent and affordable housing to vulnerable, low-income populations and civil servants, by increasing the stock of rental public housing, student residences and elderly homes.
	Planned Works/ Indicative Sub-projects	<p>The Project will mainly involve the repurposing of existing buildings into public rental housing, elderly homes, and student residences for an estimated number of 3,060 beneficiaries, and with a total estimated built area of 56 266 m², reconstructed to high standards of energy efficiency.</p> <p>The Feasibility Study established an indicative list of Sub-projects, containing 32 Sub-projects distributed in 21 localities throughout the country; a reserve list of Sub-projects is available for substituting any Sub-projects unable to proceed.</p> <p>The creditworthiness of local public authorities (LPA) and other relevant public entities (PE) is verified by the Ministry of Finance (MoF) before signing an On-lending Agreement with the participating LPAs/PEs. A Cooperation Agreement is signed between the participating LPAs/PEs and the Ministry of Infrastructure and Regional Development (MIRD)/PIU, where the Sub-projects are defined and the LPAs entrust the management of works to the PIU.</p> <p>The LPAs/PEs develop the design of their Sub-projects, the PIU contracts the works and ensures the works supervision on behalf of LPAs/PEs. The CEB disburses its loan and the investment grants to the Project account in tranches; the PIU administers the Project account and processes the payments to the contractors.</p> <p>After completion of works and hand-over of the facilities to the LPAs/PEs, commissions are established that allocate the housing units, student residences and elderly homes according to the beneficiaries eligibility criteria and income conditions defined in the Ministry of Regional Development and Construction Order no. 75/2014 on the Regulation regarding the manner and conditions of the Social Housing Projects implementation, and its subsequent amendments that should be submitted to the CEB for prior review and approved by MIRD.</p>
	Project Management	The MIRD, as PIE, will have overall responsibility for the Project implementation.

	<p>The Public Housing III Project will be implemented by the existing PIU, managing the Social Housing II Project, with increased capacities. The PIU will be overseen by a Steering Committee.</p> <p>The PIU will comprise a PIU Manager; Head of Procurement and Legal Section; Chief Accountant; Head of Technical Section (Sub-projects management function); Technical Manager (works supervision function); Financial Specialist; Lawyer; Communication specialist.</p> <p>The PIU Manager, Head of Procurement and Legal Section and Chief Accountant work on Project preparation since 1 March 2023; their respective salaries and PIU costs shall be covered retroactively from the Loan.</p> <p>As the Project progresses, the PIU will include the rest of the positions mentioned above, and others according to needs. Annual PIU budget will be coordinated with the CEB.</p> <p>MIDR provides PIU offices and covers all office maintenance and utilities costs.</p> <p>In addition, the PIU will contract dedicated Local Managers to support the LPAs/PEs; such cost shall be covered by the LPAs/PEs financial contribution.</p>																																																											
Location	Throughout the country																																																											
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Project Total Cost	EUR 34,220,000																																																											
Estimated Cost Breakdown and Financing Plan	<table border="1"> <thead> <tr> <th>Uses</th> <th>EUR million</th> <th>%</th> <th>Sources</th> <th>EUR million</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Existing buildings for repurposing</td> <td rowspan="5">6.14</td> <td rowspan="5">17.94</td> <td>CEB Loan</td> <td>20.00</td> <td>58.45</td> </tr> <tr> <td>Land</td> <td>GSIF grant</td> <td>1.00</td> <td>2.92</td> </tr> <tr> <td>Design</td> <td>ESP Grant</td> <td>6.00</td> <td>17.53</td> </tr> <tr> <td>Design verification</td> <td>LPAs financing</td> <td>7.22</td> <td>21.10</td> </tr> <tr> <td>Technical expertise</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Reconstruction works</td> <td>18.68</td> <td>54.59</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project management, incl. works supervision</td> <td>1.92</td> <td>5.61</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Energy efficiency measures incl. Building envelope, Heating system, Renewable energy production, etc.</td> <td>7.00</td> <td>20.46</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contingency</td> <td>0.48</td> <td>1.40</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>34.22</td> <td>100.00</td> <td>Total</td> <td>34.22</td> <td>100.00</td> </tr> </tbody> </table>	Uses	EUR million	%	Sources	EUR million	%	Existing buildings for repurposing	6.14	17.94	CEB Loan	20.00	58.45	Land	GSIF grant	1.00	2.92	Design	ESP Grant	6.00	17.53	Design verification	LPAs financing	7.22	21.10	Technical expertise					Reconstruction works	18.68	54.59				Project management, incl. works supervision	1.92	5.61				Energy efficiency measures incl. Building envelope, Heating system, Renewable energy production, etc.	7.00	20.46				Contingency	0.48	1.40				Total	34.22	100.00	Total	34.22	100.00
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Schedule of Works	2023 - 2030																																																											
Closing Date	31 December 2030																																																											

iii. Eligibility Criteria	Sub-projects are eligible if they have been contracted or their implementation has started maximum one year prior to the disbursement date of the CEB loan tranche under which they are financed.
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	<p>Sub-projects co-financed by the CEB will be based on the eligibility criteria set out in the CEB's Loan and Project Financing Policy for the "Social and affordable housing" sector of action.</p> <ol style="list-style-type: none"> 1. The CEB finances social and affordable housing for vulnerable populations, including low-income persons as well as targeted middle-income groups, to reduce housing poverty and support inclusive, mixed neighbourhoods. In this respect, the CEB supports the development of projects for the renovation, construction, refurbishing of housing and for the purchase and conversion of buildings into accommodation so as to achieve significant social benefits and provide decent housing for low-income persons and targeted middle-income groups, corresponding to social housing criteria whenever these are defined by the national legislation. 2. Eligible projects can be targeted to provide access to property ownership, rental housing or related infrastructure (such as access providing adequate and affordable water, electricity and gas, collection and treatment of wastewater and solid waste, commercial premises, playgrounds). 3. The criteria that the CEB takes into account are income, the physical characteristics of the housing and the purchase and/or sale conditions applicable in each member country or in the region of the member country hosting the project, in compliance with the legal or regulatory provisions in force. Other criteria linked with specific vulnerability dimensions that reduce access to affordable housing in the country or region of the operation may also be considered. 4. In the absence of satisfactory regulations, the eligibility criteria can be based on the following principles, or on other specific criteria to be established by the CEB during appraisal: <ol style="list-style-type: none"> 4.1. the income of the target population is limited to a percentage of a relevant income indicator selected according to statistical data available for each member state or region concerned²; 4.2. the floor area is limited in principle to a maximum of 35 m² per person, in the case of households comprising between 1 and 2 people, and up to 23 m² per person for larger households. However, the minima shall not be inferior to commonly accepted habitability criteria and the maxima can be determined during project appraisal. 4.3. housing units must have a maximum total floor space of 92 m², except those occupied by large families (i.e. those made up of more than 4 persons); 4.4. the floor space of commercial or office premises may not exceed 20% of the total floor space of the building; 4.5. in the case of projects involving access to property ownership, this must be for the main residence, with a firm undertaking to occupy the premises for a minimum period of 5 years.
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² Other than GDP per inhabitant

	<p>5. Projects involving the renovation and/or the rehabilitation and conversion of buildings into housing shall also meet the following criteria, or other specific criteria as established by the CEB during appraisal:</p> <p>5.1. housing units must belong to public or private entities lessors of social housing, or to owner-occupants of assisted affordable housing;</p> <p>5.2. rented housing units must be controlled-rent properties;</p> <p>5.3. the renovation of housing for energy saving purposes may be financed according to Eligibility criteria determined during project appraisal.</p> <p>6. Moreover, projects in favour of priority or vulnerable populations can be financed according to specific criteria established for each project.</p> <p>7. At the borrower's request, the Administrative Council may, if it deems it to be justified, approve housing projects aimed at populations for whom special measures have been taken by the member state or a local/regional authority.</p> <p>8. At the borrower's request, the Administrative Council may, if it deems it to be justified, approve housing projects developed as part of EU initiatives, within or outside the EU.</p> <p>9. The CEB also finances student housing to facilitate access to affordable accommodation for students with no or low income, the provision of housing solutions for the elderly and programmes addressing accommodation needs of homeless, migrants and refugees and other vulnerable groups.</p>
<p>Eligible Costs</p>	<p><i>Surveys</i> The preparatory surveys or studies (technical, economic or commercial, engineering, environmental and social impact assessment and management plans) the technical supervision of the project and other project related professional services. These costs should not exceed 5% of the total cost of the project, unless justified.</p> <p><i>Land</i> The acquisition or preparation of land that the client can demonstrate is directly linked to the project's implementation, at its purchase price, unless it has been donated or granted.</p> <p><i>Infrastructure</i> Construction/renovation/modernisation or purchase of buildings directly linked to a project.</p> <p><i>Basic infrastructure</i> The installation of basic infrastructure such as sewerage, water supply, gas supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.</p> <p><i>Equipping</i> The purchase of materials, equipment and machinery, including IT equipment and software, as well as the related costs linked to the training of staff.</p> <p><i>Technical assistance</i> Technical assistance aims at providing the borrower/project implementing entity with the expertise deemed necessary for the preparation, development, implementation and monitoring of projects to be financed, or already being financed, with CEB funds.</p> <p><i>Contingencies</i> Contingencies for unanticipated costs (technical and/or price increases) can be financed by CEB. These represent</p>

	<p>financial coverage of unforeseen changes in the quantity of work required, or of unit prices, in the type and quantity of equipment to be purchased or in the method of carrying out the project. Depending on the sector of activity and the various components of the project, these contingencies may represent up to 10% of the total cost of the project.</p> <p><i>Campaigns</i> Costs related to professional/vocational training and public awareness-raising campaigns may be eligible for CEB financing taking into account their objectives within the framework of the projects.</p> <p>The following costs are not eligible for CEB financing: <i>Staff costs</i> CEB loans cannot cover staff costs (wages/salaries and other related benefits such as pension payments), financial charges and non-cash elements such as depreciation. Such costs may however be considered eligible when they relate to project management or technical assistance required for project preparation and implementation. <i>Financial costs</i> Financial costs (payment and/or refinancing of debts, interest charges, acquisition of interest in the capital of an enterprise, etc.) or financial investments cannot be included in the estimated cost of the project and cannot be financed by the CEB. <i>Value-added Tax (VAT)</i> VAT and other tax-related costs can be considered as eligible costs if they are non-deductible and non-refundable for the borrower.</p>
<p>Specific Conditions</p>	<p><u>Conditions precedent for the first Disbursement:</u></p> <ul style="list-style-type: none"> (i) To confirm Occupational Health and Safety resource available to PIU; (ii) To submit Procurement Plan to the CEB for review. <p><u>Conditions precedent for any Disbursement related to a new Sub-project:</u></p> <ul style="list-style-type: none"> (iii) To submit Procurement Plan to the CEB for review; (iv) The On-lending and Co-operation Agreements to be shared with CEB before Sub-project-related disbursement. <p><u>Undertakings:</u></p> <ul style="list-style-type: none"> - To confirm that all appropriate child welfare provisions will be in place immediately upon operation of student residences; - To include in the design of the buildings all measures identified in the climate risk and vulnerability screening (assessment of climate risks potentially affecting the Sub-projects locations) to mitigate effectively the climate risks as soon as the location of the buildings are confirmed and before renovations start, and, if applicable, include climate resilience measures in the design of the renovations or new construction; - To confirm that asbestos management plans, in line with national legislation, be put in place for the removal and disposal of asbestos, especially in terms of worker protection. This should be reflected in future construction contracts signed by the PIU;

	<ul style="list-style-type: none"> - To ensure that the maximum amount of primary energy consumed for heating and domestic hot water does not exceed the maximum limit of the "B" energy performance class, according to the classification established in NCM M.01.02 "Energy Performance of Buildings - Methodology for calculating the energy performance of buildings" (or the most up-to-date legislation regarding energy performance); - To provide the CEB with a copy of the Energy Performance Certificates of the buildings, based on compliance with Government Decision no. 896/2016 "Regulation on the procedure for the certification of the energy performance of buildings and of building units" (or the most up-to-date legislation regarding certification of energy performance); - To check existence of local grievance mechanisms at programme level and their functioning. Reporting on project-level complaints will be included in the monitoring reports; - To supervise the resettlement process that is expected to be undertaken by the LPAs; and to inform the CEB through the annual monitoring report on the progress of the resettlement process including negotiations, agreement and potential complaints; - To put stakeholder engagement procedure in place for all Sub-projects; CEB to review adequacy and potential effectiveness; - To undertake that homogeneity be provided in the standard (not necessarily the means) of upkeep and day-to-day management of residential buildings post-occupation; - To ensure that all relevant undertakings are included in the Co-operation Agreement between the Borrower and the LPA.
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<p>IV. Social impact</p>	<p>As the CEB-financed projects are the only investments in public housing in Moldova, the social value of this project is considerable. Broadening of scope from previous Social Housing I and II projects by including student residences and elderly homes, allows it to be of even higher social relevance, specifically by: improving access to good quality and affordable rental housing for those who need it most - around 1 600 beneficiaries; increasing social cohesion for the elderly, many of whom are alone, with families living abroad – around 730 beneficiaries; widening equity of access to upper secondary education through the student residences – around 730 beneficiaries.</p> <p>This Project would achieve a variety of residential solutions for those who need it most: the most vulnerable (including persons with severe disabilities; deinstitutionalized orphans over 18, families with at least 3 minor children, single parent families with at least 2 minor children, families/persons caring for children with severe disabilities) who need affordable housing solutions, high</p>
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school students who need to finish their high school-level education, and elderly people who need somewhere safe and comfortable to live a quality life in their final years.

Energy efficiency underpins the success of this project. The project sees the achievement of high levels of energy efficiency as integral to the achievement of its objectives: providing affordable housing means that it should have a level of comfort without forcing households to choose between heating themselves or feeding themselves; for students, learning cannot happen properly if living conditions are not of a sufficiently high level; and for elderly people who deserve to enjoy their remaining time in warmth and comfort. The Project would achieve an estimated 17,300 MWh/year of heat energy savings and 5,800 MWh/year of electricity savings, which would translate in around EUR 4.4 million savings per year or EUR 132 million over a 30 years life cycle of buildings (calculated with 2023 energy tariffs in Moldova). In addition, CO₂ emissions will be reduced by 6,200 tonnes/year, contributing to a cleaner environment.

The Project focuses on re-using existing buildings: Most of the proposed locations have fallen into disrepair over years, or remain only partially completed from the 1990s but structurally sound. As a result, the project supports a circular economy, in repurposing what is already available rather than construction from scratch for the most part.

The Project encourages sustainable and active transport by default: Further to the preceding point, since many of the existing buildings to be rehabilitated are already in prime locations, the proposed project reinforces the sense of community in already-developed areas, reduces unnecessary car journeys for residents, and in the case of the school residences, eliminates the daily car journeys for many of its residents.

APPENDIX 2

Form of Legal Opinion (Framework Loan Agreement)

[INSERT LETTERHEAD]

Council of Europe Development Bank
55, avenue Kléber
75116 Paris (France)

Attn: Projects Department
Cc: Office of the General Counsel

[INSERT DATE]

Re: Framework Loan Agreement between the Council of Europe Development Bank and [●](Ref: L/D [●])

Dear Sir or Madam,

I/We have acted as legal advisor/s as to matters of [INSERT JURISDICTION] law to [●] (the "Borrower") in relation to the Framework Loan Agreement between the Council of Europe Development Bank (the "CEB") and the Borrower dated [●] and effective as of [●] (the "Agreement") and issue this opinion pursuant to Article [●] of the Agreement.

For the purposes of this opinion, I/we have examined a copy of the Agreement and such other documents, acts or treaties as I/we have considered necessary or desirable to examine in order to issue this opinion. In particular, for the purposes of identifying the duly empowered representatives of the Borrower, I/we have examined:

[PLEASE INSERT LIST OF DOCUMENTS]

Terms defined in the Agreement shall have the same meaning herein, unless otherwise specified.

Based on the foregoing, I am/we are of the opinion that:

1. [INSERT ONLY FOR CORPORATIONS OR SIMILAR ENTITIES] **Status and incorporation.** The Borrower is a [INSERT CORPORATE FORM OF THE BORROWER], duly organised and validly existing under the laws of [INSERT JURISDICTION], having its registered office at [●], and registered with [INSERT THE NAME OF TRADE/COMPANIES REGISTER] under registration number [●].
2. **Capacity, power and authority.** The Borrower has the legal capacity, power and authority to enter into the Agreement and perform its obligations thereunder.
3. **Internal authorisations.** All action required from the Borrower for the execution, delivery and performance of the Agreement, including any required authorisation from its competent bodies, has been duly and effectively taken. In particular, no further action is required from the Borrower, apart from execution by a duly

empowered representative of the Borrower, in order to issue a Disbursement Request under the Agreement.

4. **[Constitutive documents.** The execution by the Borrower of the Agreement does not, and the performance by the Borrower of the obligations to be assumed by it thereunder will not, violate or conflict with any provision of its [INSERT NAME OF CONSTITUTIVE DOCUMENT] or other constitutive documents of the Borrower.]
5. **[No insolvency.** No steps taken to order the commencement of any recovery proceedings or bankruptcy proceedings and/or to appoint a bankruptcy administrator or a liquidator over the Borrower were recorded with [INSERT THE NAME THE COURT/TRADE REGISTRY WHERE SUCH PROCEEDINGS WOULD BE RECORDED], and no termination of operations or dissolution of the Borrower was recorded, as at the date of the [•].]
6. **Due execution and validity.** The Agreement was duly executed by [INSERT NAME OF THE SIGNATORY/IES] as duly empowered representative(s) of the Borrower and gives rise to legally valid, binding and enforceable undertakings for the Borrower.
7. **External authorisations, public consents and filings.** No authorisations, consents, licences, exemptions, filings, notarisations or registrations are required in [INSERT JURISDICTION] in connection with the execution, delivery or performance of the Agreement in order to give rise to legally valid, binding and enforceable undertakings for the Borrower and for the Agreement to be admissible in evidence in [INSERT JURISDICTION].
8. **Tax/Stamp duties.** The execution of the Agreement is not subject to any tax or stamp duties in [INSERT JURISDICTION].
9. **Choice of law.** The submission by the Borrower to the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and secondarily to the laws of France is legally valid and binding on the Borrower under the laws of [INSERT JURISDICTION].
10. **Arbitration.** The submission by the Borrower to the Arbitral Tribunal set forth under Chapter 4 of the CEB's Loan Regulations with respect to any dispute arising out of the Agreement is legally valid and binding on the Borrower. Any award of such Arbitral Tribunal is enforceable in [INSERT JURISDICTION] in accordance with the terms of Article 3 of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949).

Yours faithfully,

[•]

[INSERT NAME(S)/TITLE(S)]

APPENDIX 3

DISBURSEMENT REQUEST (TEMPLATE)

LD [•] – [•] Tranche

With reference to the Framework Loan Agreement dated [•] (hereinafter, the "Agreement") between the Council of Europe Development Bank (hereinafter, the "CEB") and [BORROWER] (hereinafter, the "Borrower"), the Borrower hereby requests the CEB, in accordance with Sub-clause 4.3(a) of the Agreement, to proceed with the disbursement of a Tranche under the specific terms and conditions set out below.

Terms defined in the Agreement shall have the same meaning herein, unless otherwise specified.

Currency/Amount ³	[•]		
Disbursement Date	[•]		
Principal Repayment Period	[•] years [including a grace period of [•] years]		
Principal Repayment Date(s)	[•]		
Maturity Date	[•]		
Interest Rate	Fixed	Maximum [•] <i>per annum</i>	
	Floating	Reference Rate:	[[•]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] <i>per annum</i>
		Spread	Maximum [•] basis points
Interest Period	[Quarterly] [Semi-annually] in arrears		
Interest Payment Dates	The interest payment will take place on [•] every year and for the first time on [•]		
Day Count Convention	Modified Following Business Day Convention		
Business Day	[•]		
Borrower's Account	Beneficiary's Name	[•]	
	Beneficiary's Bank	Name	[•]
		City	[•]
		SWIFT	[•]
		IBAN	[•]
	Correspondent Bank (if applicable)	Reference	[•]
		Name	[•]
		City	[•]
SWIFT		[•]	
	IBAN	[•]	

[•], on [•].

For the Borrower

[INSERT NAME(S)/TITLE(S)]

³ [In case of Sub-Tranches, a separate table shall indicate the Amount, Principal Repayment Period, Principal Repayment Date(s), Interest Rate, Interest Period, Interest Payment Dates for each Sub-Tranche.]

DISBURSEMENT NOTICE (TEMPLATE)

LD [●] – [●] Tranche

In response to your Disbursement Request dated [●] with reference to the Framework Loan Agreement dated [●] (hereinafter, the “Agreement”) between the Council of Europe Development Bank (hereinafter, the “CEB”) and [BORROWER] (hereinafter, the “Borrower”), the CEB hereby notifies to the Borrower, in accordance with Sub-clause 4.3(b) of the Agreement, the terms and conditions of the disbursement of the relevant Tranche.

Terms defined in the Agreement shall have the same meaning herein, unless otherwise specified.

Currency/Amount ⁴	[●]		
Disbursement Date	[●]		
Principal Repayment Period	[●] years [including a grace period of [●] years]		
Principal Repayment Date(s)	[●]		
Maturity Date	[●]		
Interest Rate	Fixed	[●] <i>per annum</i>	
	Floating	Reference Rate:	[[●]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] <i>per annum</i>
		Spread	[●] basis points
Interest Period	[Quarterly] [Semi-annually] in arrears		
Interest Payment Dates	The interest payment will take place on [●] every year and for the first time on [●]		
Day Count Convention	Modified Following Business Day Convention		
Business Day	[●]		
Borrower's Account	Beneficiary's Name	[●]	
	Beneficiary's Bank	Name	[●]
		City	[●]
		SWIFT	[●]
		IBAN	[●]
	Correspondent Bank (if applicable)	Reference	[●]
		Name	[●]
		City	[●]
		SWIFT	[●]
	CEB's account	Beneficiary's Name	Council of Europe Development Bank
Beneficiary's SWIFT CEFPFRPP			
Beneficiary's Bank		Name	Deutsche Bank
		City	Frankfurt (Germany)
		SWIFT	DEUTDEFF
IBAN	DE44 5007 0010 0928 7384 00		

For the CEB [INSERT NAME(S)/TITLE(S)]

Paris, on [●]

⁴ [In case of Sub-Tranches, a separate table shall indicate the Amount, Principal Repayment Period, Principal Repayment Date(s), Interest Rate, Interest Period, Interest Payment Dates for each Sub-Tranche.]

APPENDIX 4 Progress Report/Completion Report Template

TABLE 1 - COSTS, EXPENDITURES AND FINANCING PLAN (in EUR, VAT excluded)

Country: Republic of Moldova
Project: FIP 18495 - LD 2152 (2023)
Project title: Social Housing III

Date of the Progress report:

All figures in EUR, excluding VAT

Sub-project no.	Municipality	PROJECT DESCRIPTION										COSTS & EXPENDITURES					FINANCING								
		Initially estimated costs (at loan approval)	Date of financing agreement with municipality (*) (DD/MM/YYYY)	Implementation schedule		Resettlement required Yes/No	Number of housing units to be		Total living surface area sq.m		Number of beneficiaries		Incurred Expenditure			Forecasted Expenditure		TOTAL COSTS (Effective)	PROGRESS in % (Total spent/ Total costs)	CEB loan (**)	CEB GSI/Grant	ESP	LOCAL contribution		
				Start (**) (MM/YYYY)	End (MM/YYYY)		Planned	Achieved	Planned	Achieved	Planned	Achieved	2023	2024	2025	TOTAL SPENT	Up to the Completion						of which in the next 12 months	(3) = (1) + (2)	(4) = (1) / (3)
COMPONENT 1: HOUSING FOR LOW-INCOME PERSONS																									
LPA II	1	Cruleni																							
	2	Calarasi																							
	3	Straseni																							
	4	Rijcani																							
	5	Cantemir																							
	6	Cahul																							
	7	Glodeni																							
	8	Singerei																							
	9	Falesti																							
	LPA I	10	Nisporeni																						
		11	Anenii Noi																						
		12	Hincesti																						
		Sub-total Component 1																							
COMPONENT 2: HOUSING FOR ELDERLY PERSONS																									
LPA II	1	Ocnita																							
	2	Straseni																							
	3	Soroca																							
	4	Rijcani																							
	5	Cantemir																							
	6	Basarabesca																							
	7	Cahul																							
	8	Ungheni																							
	9	Ungheni																							
	10	Singerei																							
	LPA I	11	Rezina																						
		12	Telenesti																						
13		Nisporeni																							
14		Anenii Noi																							
	15	Rezina																							
	16	Soroca																							
		Sub-total Component 2																							
COMPONENT 3: STUDENT ACCOMODATION																									
LPA II	1	Calarasi																							
	2	Cantemir																							
LPA I	3	Nisporeni																							
	4	Calarasi																							
		Sub-total Component 3																							
		TOTAL COMPONENTS (1-3)	32 303 000																						
		Project management and technical supervision costs	1 920 000																						
		TOTAL	34 223 000																						

[*] Sub-projects are eligible if they have been contracted or their implementation has started maximum one year prior to the disbursement date of the CEB loan tranche under which they are financed.
 [**] The amount financed from the CEB loan shall not exceed 70% of total programme eligible costs.

TABLE 2A – PROCUREMENT PLAN FOR THE YEAR XXXX (VAT excluded)

Country: Republic of Moldova
 Project: FIP 18495 - LD 2152 (2023)
 Project title: Social Housing III

Date of the Progress report:

1. Civil Works

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Financed by	Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

2. Goods

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Financed by	Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

3. Services

1	2	3	4	5	6	7	8	9	10	11	12	13
Ref. No.	Description of Assignment	Estimated Cost Currency	Estimated Cost EURO	Financed by	Number of Lots	Selection Method	Domestic Preference (yes/no) %	Review by the Bank (PRIOR/POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature
												39

NB: In column 5 please specify the financing sources expected to be used, e.g.: CEB, State Budget, etc.

NB: The column 8 "Domestic Preference" must be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

NB: The column 9 "Review by the Bank" will be filled in by CEB.

TABLE 4 - OUTPUTS / OUTCOMES INDICATORS

Country: Republic of Moldova						
Project: FIP 18495 - LD 2152 (2023)						
Project title: Social Housing III						
Date of the Progress report:						
COMPONENT 1: HOUSING FOR LOW-INCOME PERSONS						
	Indicator	Unit	Project Target	Achieved so far	Achieved at completion	Comments
OUTPUTS	Housing units built and/or renovated	Nb. of dwellings				
	Number of beneficiaries	Nb. of persons				
	Share of units by type as and when applicable (apartment blocks, individual homes, group living etc.)	%				
	Total gross area built and/or renovated	m ²				
	If available including by category					
	Average size of dwellings	m ² ; m ² /person				
	Construction cost/housing unit, construction cost/m ² gross area	EUR, EUR/m ²				
SOCIAL IMPACT/OUTCOMES	Access to basic Infrastructure: water, electricity, sewage	%				
	Residential and categorised non-residential area of building (i.e. commercial, social, etc.)	m ²				
	Tenure type as applicable (ownership, right-of-occupancy; tenancy, rent-to-own)	number of dwellings or %				
	End beneficiaries (occupying owners / tenants)	number of beneficiaries				
	If available also by beneficiary groups (disabled, elderly, poor, homeless, single mothers, young people, etc.)	and % by group				
	Size of dwelling per person (area of dwelling/number of family members)	m ² /number of occupants				
	Average household income of (potential) residents	EUR				
	Average rent or mortgage, if available	EUR				
	Energy performance certificate targeted (A or B), or other certificates (e.g. BREEAM, LEED)	rating A or B				
	If retrofitting: Expected reduction in energy consumption	kWh/m ² /year				
	Share of beneficiary families by type of primary income (employment, welfare benefits, others)	Number of families or %				
	Number of children/student beneficiaries participating in some form of education	Number of children				
	Number of beneficiaries covered/not covered by some form of health insurance	Number of persons				
COMPONENT 2: HOUSING FOR ELDERLY PERSONS						
	Indicator	Unit	Project Target	Achieved so far	Achieved at completion	Comments
OUTPUTS	Residential built and/or renovated	number of beds				
	Total gross area built and/or renovated	m ²				
	If available including by category					
	Average size of residential space per person	m ² ; m ² /person				
	Construction cost/housing unit, construction cost/m ² gross area	EUR, EUR/m ²				
SOCIAL IMPACT/OUTCOMES	Number of residents sharing communal facilities (recreational area, kitchen, toilet, shower, etc.)	number				
	Age profile of beneficiaries	number by decade of age				
	Average household income of (potential) residents, if available	EUR				
	Average rent, if available	EUR				
	Energy performance certificate targeted (A or B), or other certificates (e.g. BREEAM, LEED)	rating A or B				
	If retrofitting: Expected reduction in energy consumption	kWh/m ² /year				
	Share of beneficiary families by type of primary income (employment, welfare benefits, others)	Number of families or %				
Number of beneficiaries covered/not covered by some form of health insurance	Number of persons					
COMPONENT 3: STUDENT ACCOMODATION						
	Indicator	Unit	Project Target	Achieved so far	Achieved at completion	Comments
OUTPUTS	Residential space built and/or renovated	number of beds				
	Total gross area built and/or renovated, if available, including by category	m ²				
	Average size of residential space per person	m ² ; m ² /person				
	Construction cost/housing unit, construction cost/m ² gross area	EUR, EUR/m ²				
	Number of students sharing communal facilities (recreational area, kitchen, toilet, shower, etc.)	number				
SOCIAL IMPACT/OUTCOMES	Number of under 18s accommodated	number				
	Average distance to home address for residential students	km				
	Average household income of (potential) residents' families if available	EUR				
	Average rent payable, if available	EUR				
	Energy performance certificate targeted (A or B), or other certificates (e.g. BREEAM, LEED)	rating A or B				
SOCIAL IMPACT/OUTCOMES	If retrofitting: Expected reduction in energy consumption	kWh/m ² /year				
	Share of beneficiary families by type of primary income (employment, welfare benefits, others)	Number of families or %				