237

EXECUTION COPY

Grant Agreement No. 14562-118686-52512
TCRS Project No. 14562
TCRS Assignment No. 118686
DTM No. 52512

AMENDMENT AGREEMENT NO. 1 TO THE GRANT AGREEMENT (TECHNICAL ASSISTANCE)

Moldova: Solid Waste Project – Project Implementation Support and Construction Supervision

dated 20 December 2023

among

MINISTRY OF ENVIRONMENT OF MOLDOVA

PUBLIC INSTITUTION "NATIONAL OFFICE FOR IMPLEMENTATION OF ENVIRONMENTAL PROJECTS"

and

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

supported by

EBRD SHAREHOLDER Special fund

and

SUSTAINABLE INFRASTRUCTURE FUND

Dated 19 May 2025

AMENDMENT AGREEMENT NO. 1
TO THE GRANT AGREEMENT (TECHNICAL ASSISTANCE)
No. 14562-118686-52512

This amendment agreement, dated 19 May 2025 ("**Amendment Agreement**"), is made by and between:

(1) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**, an international financial institution established pursuant to the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, having its headquarters at 5 Bank Street, London E14 4BG, United Kingdom ("**EBRD**");

(2) **MINISTRY OF ENVIRONMENT OF MOLDOVA**, a central public administrative body of the Republic of Moldova in charge of state policy on environmental protection and rational use of natural resources, located at 162 Ștefan Cel Mare Și Sfânt Bd., Chisinau MD 2004, Republic of Moldova (the "**Recipient**");

(3) **PUBLIC INSTITUTION "NATIONAL OFFICE FOR IMPLEMENTATION OF ENVIRONMENTAL PROJECT"**, a specialised project implementation entity subordinated to the Recipient and located at 5 Gheorghe Tudor Str., Chisinau MD-2028, Republic of Moldova (the "**PIU**", and, together with EBRD and the Recipient, the "**Parties**").

WHEREAS:

(A) The Parties have entered into a Grant Agreement dated 20 December 2023 the "**Original Grant Agreement**");

(B) The Parties wish to amend the Original Grant Agreement in certain respects subject to the provisions of this Amendment Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Definitions and Interpretation

(a) In this Amendment Agreement:

"**Amendments**" means the amendments made or to be made pursuant to Section 2 of this Amendment Agreement.

"**Amended Grant Agreement**" means the Original Grant Agreement, as amended by this Amendment Agreement.

"**Effective Date**" has the meaning given in Section 3 of this Amendment Agreement.

"**Original Grant Agreement**" has the meaning given in Recital A.

(b) Terms defined in the Original Grant Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Amendment Agreement. The provisions of Section 1.02 of the Original Grant Agreement shall have effect as if set out in this Amendment Agreement in full, mutatis mutandis.

(c) The Original Grant Agreement and this Amendment Agreement shall be read and construed as a single document, the Amended Grant Agreement.

Section 2. Amendment and Continuity

(a) With effect on and from the Effective Date, the Original Grant Agreement shall be amended by the Amendments set out below and in the Schedule I to this Amendment Agreement.

(b) The provisions of the Original Grant Agreement shall, save as amended by this Amendment Agreement, continue in full force and effect.

Section 3. Effective Date

The Effective Date shall be the date of execution of this Amendment Agreement by all Parties.

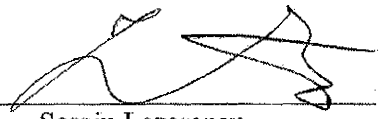
Section 4. Miscellaneous

(a) All references to "the Agreement" in the Original Grant Agreement and all reference to the Original Grant Agreement in all instruments and agreements executed thereunder shall refer to the Original Grant Agreement as amended by this Amendment Agreement.

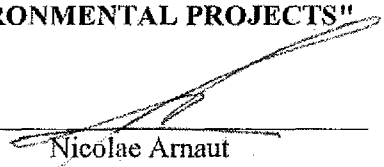
(b) This Amendment Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Amendment Agreement to be executed and delivered on the date first above written.

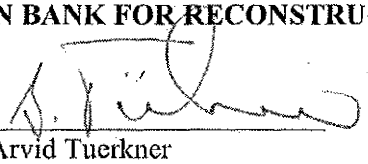
MINISTRY OF ENVIRONMENT OF MOLDOVA

By: 
Name: Sergiu Lazarencu
Title: Minister

PUBLIC INSTITUTION "NATIONAL OFFICE FOR IMPLEMENTATION OF ENVIRONMENTAL PROJECTS"

By: 
Name: Nicolae Arnaut
Title: Director

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: 
Name: Arvid Tuerkner
Title: Managing Director, Ukraine and Moldova

SCHEDULE I

AMENDMENTS TO THE ORIGINAL AGREEMENT

The Original Grant Agreement shall be amended as follows:

(a) Recital (C) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"(C) Pursuant to Article 18 of the Agreement Establishing the European Bank for Reconstruction and Development, EBRD has established EBRD Shareholder Special Fund, which is managed and administered in accordance with the Rules of the Fund dated 15 April 2008, as may be amended from time to time (the "**Rules of the EBRD Shareholder Special Fund**"), and pursuant to Article 20.1(viii) of the Agreement Establishing the European Bank for Reconstruction and Development, EBRD has established the Sustainable Infrastructure Fund (together with the EBRD Shareholder Special Fund, the "**Funds**"), which is managed and administered in accordance with the General Conditions of the Fund dated 2 November 2004, as may be amended from time to time (the "**General Conditions of the Sustainable Infrastructure Fund**")."

(b) Recital (D) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"(D) Further to the Rules of the EBRD Shareholder Special Fund and the General Conditions of the Sustainable Infrastructure Fund, EBRD has agreed to extend a grant in an amount of up to EUR 1,600,000 (*one million six hundred thousand Euros*) from the resources of the Funds, on the terms and conditions set forth in this Agreement, to the Recipient to enter into a contract (the "**Consultancy Contract**") pursuant to which a consultant will provide certain technical assistance services related to the Project, described further herein (the "**Consultancy Services**")."

(c) The defined term "Fund" throughout the text of the Original Grant Agreement is hereby deleted and replaced with the defined term "Funds"; the definition of the term "Fund" in Section 1.01 (*Definitions and Interpretations*) of the Original Agreement is hereby deleted and replaced with the following:

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

(d) The following terms and definitions are hereby added in alphabetical order to Section 1.01 (*Definitions and Interpretations*) of the Original Agreement:

""Rules of the EBRD Shareholder Special Fund"	has the meaning ascribed to in Recital C."
""General Conditions of Sustainable Infrastructure Fund"	has the meaning ascribed to in Recital C. "

(e) Section 2.01 (a) (*Grant*) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Subject to and in accordance with this Agreement, EBRD agrees to provide to the Recipient, a grant in the amount of up to **EUR 1,600,000** (*one million six hundred thousand Euros*) (the "**Grant**"), consisting of:

(i) EUR 1,100,000 allocated from the resources of the EBRD Shareholder Special Fund, and

(ii) EUR 500,000 allocated from the resources of the Sustainable Infrastructure Fund."

(f) Section 2.05 (*Cost Sharing*) is hereby deleted in its entirety and replaced with the following:

"(a) The Recipient shall contribute an amount of a shortfall between the amount of the Grant and the full cost of the Consultancy, using the proceeds of the Loan (the "**EBRD-financed Cost Sharing Amount**") and the loan provided by the European Investment Bank in its capacity of the Project Co-financier under the EIB Co-financing Agreement (the "**EIB-financed Cost Sharing Amount**"), in proportions foreseen and agreed to in the Loan Agreement, as the Recipient's parallel cost sharing contribution Services (the "**Cost Sharing Amount**").

(b) The Recipient shall request the EBRD-financed Cost Sharing Amount as the Loan drawdowns and authorise EBRD to pay the EBRD-financed Cost Sharing Amount directly to the Consultant in one or several instalments after the Consultant begins to perform the Consultancy Services, and ensure a similar payment arrangements in relation to the EIB-financed Cost Sharing Amount. The Cost Sharing Amount shall be reflected in the Payment Request, submitted to EBRD under this Agreement."

(g) A new paragraph (d) shall be added to Section 5.01 (*Representations*) of the Original Grant Agreement as follows:

"The Recipient shall (1) promptly notify EBRD if it obtains any information regarding a breach of any representation or covenant set out in paragraph (c) above and (2) cooperate in good faith with EBRD and its representatives in assessing whether such breach has occurred and shall respond promptly and in reasonable detail to any request from EBRD regarding any such alleged breach and shall furnish documentary support for such response upon EBRD's request."