Swedfund

Grant Agreement

between the Ministry of Economic Development and Digitalization of the Republic of Moldova and Swedfund International AB on consultancy services for the implementation of the EU 5G Toolbox

This grant agreement (the "**Grant Agreement**") is entered into between:

Swedfund International AB (the Development Financial Institution of the Kingdom of Sweden), Reg. No. 556436-2084, a company incorporated and registered under the laws of the Kingdom of Sweden and having its registered office at Box 3286, SE-103 65, Stockholm, Sweden ("**Swedfund**"); and

Ministry of Economic Development and Digitalization of the Republic of Moldova, an institution incorporated and registered under the laws of the Republic of Moldova and having its registered office at Piața Marii Adunări Naționale str, Nr. 1, Chisinau, Republic of Moldova (the "**Grantee**").

Swedfund and the Grantee are collectively referred to as the "**Participants**" and individually as a "**Participant**".

1. **Background and Objective**

   Under the terms of this Grant Agreement, Swedfund agrees to provide a grant of a maximum of 5 MSEK Swedish Krona (SEK) ("**Swedfund Grant**") to fund the cost of consultancy services related to the EU 5G Toolbox implementation (the "**Project**") in the Republic of Moldova ("**Host Country**").

2. **Swedfund Grant**

   Subject to the terms and conditions set out herein, Swedfund will fund the cost of the Project, which will include analytical studies and technical assistance up to a maximum amount of the Swedfund Grant.

   The Swedfund Grant to be provided under this Grant Agreement shall be used solely to finance the Project.

3. **Consultancy Contract**

   The consultants awarded the assignment relating to the Project (the "**Consultant(s)**") shall be selected in a competitive sourcing process and approved by both Swedfund and the Grantee.

A consultancy agreement shall be entered into between the Grantee and the Consultant and shall be approved by Swedfund (the "**Consultancy Agreement**"). The Consultancy Agreement must be signed by the Grantee and the Consultant before the Consultant commences any work in relation to the Project. A soft copy of the signed version of the Consultancy Agreement shall be sent to Swedfund. No changes shall be made to such Consultancy Agreement without Swedfund's prior written approval.

Payment to the Consultant will be made directly by Swedfund on behalf of the Grantee with the Swedfund Grant pursuant to this Grant Agreement.

4. **Terms of Reference**

The high-level scope attached as Annex 1 will form basis for the terms of reference that will be produced for the Project ("**Terms of Reference**"). The Terms of Reference will be drafted and agreed in due course between the Project Owner and Swedfund.

The Consultant's performance of the assignment must fully comply with the Terms of Reference, and any modification of or deviation from the Terms of Reference must be approved in writing by Swedfund. The Terms of Reference shall be incorporated in the Consultancy Agreement.

5. **Taxes**

The Swedfund Grant provided under this Grant Agreement shall, unless otherwise agreed between the Participants, not be used to pay any taxes, tariffs, duties, fees or other levies ("**Tax**") imposed under laws in effect in Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures. Should any Tax be imposed in relation to the Project, the Grantee shall procure that such Tax is paid directly by the Grantee or the Consultant (as applicable) to the relevant authority.

For the avoidance of doubt, the Grantee may not seek reimbursement from Swedfund for any Tax. Should any Host Country Tax claim be made against Swedfund in relation to the Project, by or on behalf of any authority in the Host Country or otherwise because of the Project, the Grantee shall upon Swedfund's request immediately compensate Swedfund for the cost of such Tax and the administration thereof. This shall apply regardless of whether Swedfund is regarded as the final tax subject for such Tax.

6. **Time plan**

Should the Project not have been initiated, i.e. that the Consultant has not been awarded the assignment, by no later than December 31, 2025 then this Grant Agreement shall cease to be valid and no provisions hereof shall continue to be in force. Should the Participants still wish to continue the Project after such date, the terms for the Project shall be renegotiated and a new Grant Agreement shall be executed.

7. **Project Operations and Payment**

The Grantee shall provide Swedfund and the Consultant with the necessary support to carry out the Project, e.g. access to key staff, facilities and work space (as applicable).

Swedfund shall have the right (but not the obligation) to have a representative in a reference group (or the equivalent thereof) of the Project if such a group is established.

The Grantee shall, and shall procure and ensure that the Consultant and its sub-consultants will, upon request by Swedfund, co-operate with and assist Swedfund free of charge to perform audits and follow-ups as well as independent evaluations of the Project.

The Grantee shall notify Swedfund of its approval or non-approval (as applicable) of any invoices to be partly or fully paid by Swedfund within seven (7) business days from receipt of such invoice, by e-mail to fredrik.junestrand@swedfund.se with copy to PA@swedfund.se.

The notification to Swedfund shall include the following information:

(i) reference number on the invoice from the Consultant;
(ii) report of work carried out (e.g. Inception report);
(iii) amount on the invoice to be paid; and
(iv) a statement whether the invoice from the Consultant is approved, or not.

Any payment by Swedfund shall be made directly to the Consultant. Swedfund shall have at least thirty (30) days to approve and pay the invoice or reject and request additional supporting documents or information relating to the report of work carried out and/or the invoiced amount. The Grantee shall have seven (7) days in which to submit such additional information.

Swedfund shall have the right not to pay an invoice, even if the invoice has been approved by the Grantee, should Swedfund consider that the Consultancy Agreement does not cover the items on the invoice or if the Grantee or the Consultant otherwise has not fulfilled any of its respective obligations envisaged by Swedfund when entering into this Grant Agreement.

8. Confidentiality

All information exchanged between the Participants regarding the Project is considered to be strictly confidential and may not be disclosed to any third party without the prior written consent of the other Participant, provided that this confidentiality undertaking shall not apply to information which:

(i) is in or comes into the public domain (otherwise than through a breach of this confidentiality undertaking by the receiving Participant);

(ii) is already known to the receiving Participant at the date of disclosure;

(iii) is developed by the receiving Participant entirely independently of any confidential information supplied hereunder;

(iv) is disclosed to the receiving Participant by a third party (otherwise than in a breach known to the receiving Participant of any obligation owed by such third party to the other Participant); and/or

(v) the receiving Participant is required to disclose by law, by any court, or by any stock exchange or pursuant to any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure.

This duty of confidentiality shall continue to apply five (5) years after the termination of this Grant Agreement.

Notwithstanding the above, the Participants hereby agree and acknowledge that Swedfund at all times shall be entitled to disclose information which is requested by the Swedish Government and/or any subdivision thereof.

The Participants agree and acknowledge that the provisions governing confidentiality in this Grant Agreement shall replace and supersede any previous agreement between the Participants regarding confidentiality and that any previous agreement regarding confidentiality shall automatically terminate upon execution of this Grant Agreement.

9. Use of Reports and publicity

Swedfund shall have the right to receive one soft copy (on a USB-memory stick or similar) of all of the Consultant's report(s) relating to the Project, as well as any other information and deliverables related to the Project as requested by Swedfund (collectively the "**Reports**").

Swedfund may only publish information regarding the Project subject to the prior consent from the Grantee, such consent not to be unreasonably withheld.

Notwithstanding anything to the contrary herein, Swedfund shall have a non-exclusive and perpetual right to freely use and disclose all information related to the generic deliverable provided by the Consultant which is not specific to the Republic of Moldova.

The Participants agree and acknowledge that the Consultancy Agreement shall incorporate appropriate provisions to ensure that Swedfund is entitled to use the Reports as set out in this clause 9.

10. Sustainable and Responsible Business Manners

The Grantee shall, and shall procure and ensure that the Consultant and any sub-consultants will, promptly notify Swedfund if any changes or other matters of importance occur which may affect the performance of the Project (regardless whether it would affect the Consultancy Agreement or not).

The Grantee undertakes to, and shall procure and ensure that the Consultant and any sub-consultants will:

(i) conduct its business in a sustainable and responsible manner with a long-term perspective and strive to adhere to international standards and internationally recognised human rights as well as internationally acknowledged standards for business integrity and corporate governance;

(ii) comply with legal and regulatory requirements in the jurisdictions where they operate;

(iii) comply with the Harmonized EDFI Exclusion List[1];

(iv) comply with applicable IFC Performance Standards; and

(v) prohibit all kind of corruption, such as bribery, extortion, facilitation payments, nepotism and cronyism, fraud, money laundering, financing of terrorism and political contributions and other unethical behaviour.

11. Term and Termination

This Grant Agreement does not constitute an international treaty, in accordance with the Vienna convention on the law of treaties, 1969.

This Grant Agreement shall become valid on the date when both Participants have duly signed this Grant Agreement. Notwithstanding the foregoing, Swedfund's undertaking to provide the Swedfund Grant to finance the Project is subject to the Swedfund's final internal approval to the funding of the Project.

Swedfund may terminate its financing commitment under this Grant Agreement with immediate effect should any of the parties involved in the Project have fraudulently misled Swedfund, made misrepresentations or been engaged in corruption. The Grantee undertakes to procure and ensure that Swedfund may request immediate repayment from such party having contributed in the fraud, misrepresentation or corruption together with interest.

Swedfund may terminate its on-going financing commitment with two (2) weeks prior notice should the requisite for financing no longer be fulfilled (as determined by Swedfund). Reasons to terminate an on-going initiative could include, but is not limited to:

(i) insufficient commitment from the Grantee;

(ii) insufficient transparency towards Swedfund and/or its professional advisors;

(iii) change of conditions that are likely to affect the implementation or benefit of the Project; and/or

[1] Available at Swedfund's website, www.swedfund.se/en

(iv) a breach of the Consultancy Agreement and/or the terms and conditions set out herein.

Unless terminated earlier in accordance with this Grant Agreement, this Grant Agreement shall automatically terminate when Swedfund has approved and paid the last invoice issued by the Consultant relating to the Project. For the avoidance of doubt, clauses 8, 9, 12 and 13 shall survive any termination of this Grant Agreement.

12. Miscellaneous

All modifications of or amendments to this Grant Agreement must be in writing and duly signed on behalf of both Participants.

Neither Participant may transfer any of its rights or obligations under this Grant Agreement to any third party without the prior written consent from the other Participant.

13. Governing Law

This Grant Agreement shall be governed by the substantive laws of Sweden.
Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies that it is a duly authorized representative of the applicable Participant, and the Participants, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the date written below.

For

MINISTRY OF ECONOMIC DEVELOPMENT AND DIGITALIZATION OF THE REPUBLIC OF MOLDOVA

Name: Doina Nistor, Deputy-Prime minister, Minister

Date: 14.03.2025

For

SWEDFUND INTERNATIONAL AB

Name: Karin Kronhöffer

Name: Fredrik Junestrand

Date: 17-03-2025

Annex 1: High level scope

- A generic understanding of the EU 5G Toolbox, along with success cases and pitfalls from other countries
- Assessment of current national policy and legal aspects
- Risk assessment according to the cyber security requirements and 5G toolbox of the telecommunications sector, complex impact assessment and development of an implementation roadmap
- Conduct a thorough evaluation of existing cybersecurity measures, supply chain risks, threat actor activities, and vulnerabilities of critical infrastructure and end-user devices for all operators.
- Identify gaps in current security measures compared to EU best practices.
- Assess the costs associated with implementing recommended mitigation measures.
- Concrete proposals of measures and actions to close gaps and reach standard/legal compliance