COOPERATION AGREEMENT

No. AA-012629

between the

EUROPEAN INVESTMENT BANK

and

THE REPUBLIC OF MOLDOVA

in respect of

consultancy services to support the preparation of integrated waste management projects in two zones of Moldova (zones 4 & 7)

Chisinau, 26 May 2025

Luxembourg, 05 June 2025

S.L

THIS COOPERATION AGREEMENT (THE "**AGREEMENT**") IS MADE BETWEEN THE FOLLOWING PARTIES:

the EUROPEAN INVESTMENT BANK, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg (the "**EIB**"),

and

the REPUBLIC OF MOLDOVA, acting through the Ministry of Environment, having its official address at Bd. Stefan Cel Mare si Sfant 162, 2004 Chişinău, Moldova (the "**Republic**"),

each individually a "**Party**" and together the "**Parties**".

WHEREAS:

A. The Republic of Moldova and the EIB entered into a framework agreement governing the EIB's activities in the Republic of Moldova, dated 1 November 2006 and ratified on 15 February 2007 (the "**Framework Agreement**"), which is in full force and effect.

B. On 24 April 2015, the Republic of Moldova and the EIB entered into an agreement regarding the establishment of privileges and immunities for the EIBs representative office and shall continue to be in full force and effect during the term of this Agreement (the "**Representative Office Agreement**").

C. The Republic has stated that it is undertaking an investment (in a total amount of EUR 200m, divided into several regional sub-projects) to upgrade and develop solid waste management systems in the Republic, in line with the National Waste Management Strategy (the "**Project**") and has requested the support of the EIB in meeting the costs of the professional services required to prepare bankable and viable integrated waste management sub-projects in the two designated zones (4 and 7) (the "**Services**"), as these are further described in Annex 1.

D. The EIB, considering that such support for the provision of the Services falls within the scope of its functions and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Republic's request, provided that such support is in compliance with the terms of the **Financing Document** (as the term is defined in Annex 1).

E. The EIB considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the EIB towards its stakeholders and the citizens of the European Union in general.

F. The processing of personal data shall be carried out by the EIB in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (*OJ L 295, 21.11.2018, p.39*). Details concerning the processing of Personal Data by the EIB are available in the data protection notice available at: https://www.eib.org/en/privacy/index.htm

G. By entering into this Agreement, the Republic acknowledges that the EIB complies with the Sanctions (as defined below) and that it cannot, therefore, amongst others, make funds available, directly or indirectly, to or for the benefit of a Sanctioned Person (as defined below).

H. The Parties shall cooperate on the terms set out in this Agreement, which shall not be construed as an international treaty.

S.L

THEREFORE, the Parties have agreed as follows:

ARTICLE 1

1.1. Under the terms and conditions of this Agreement, the EIB shall procure the Services that are delivered to the Republic.

1.2. The Services are made available to the Republic in connection with the financing granted by the EIB to the Republic of Moldova for the implementation of the Project under a finance contract 84.943 dated 18 October 2019 (the "**Finance Contract**") as further described in Annex 1 and the EIB reserves therefore the right, at its sole discretion, to instruct the Consultant (as defined in Article 2.1) to cease the delivery of the Services if the EIB financing is withdrawn or cancelled for any reason whatsoever, without any liability whatsoever for the EIB.

1.3. The Parties agree that the delivery of the Services shall not commence unless and until this Agreement is duly signed, valid and in force in accordance with its terms.

ARTICLE 2

2.1. For the purpose of ensuring the delivery of the Services to the Republic, the EIB shall, in accordance with its own policies, rules, and procedures, carry out the procurement process for the Services and award the corresponding service contract (the **"Contract**") and administer the Contract and make payments to the service providers commissioned to deliver the Services or any part thereof under such Contract (the "**Consultant**").

2.2. In this respect, the Parties agree that the financing secured by the EIB for the Services under the Financing Document covers exclusively the cost of the Services, net of any indirect taxes including, for the avoidance of doubt, value added tax, withholding tax, sales tax, import duties, or any other taxes of a similar nature (the "**Taxes**"), which may be payable in the Republic of Moldova. the Republic shall bear the cost of such Taxes, if any, without having recourse to the EIB or to the financing secured by the EIB for the Services under the Financing Document.

2.3. No Contract between the EIB and a Consultant shall create or be construed as creating any contractual relationship between the Republic and any such Consultant. The Republic acknowledges and agrees that it will not be a party to the Contract, and it has no rights to enforce directly any term of the Contract.

2.4. The Consultant is not, and shall not be regarded as, an agent of the EIB, but an independent contractor. The EIB makes no representation, provides no warranties, and bears no liability whatsoever towards the Republic, in particular for the quality, timeliness, or fitness for purpose of the Services provided by the Consultant and the Republic is solely responsible for deciding whether to pursue or implement any proposals, recommendations, or solutions presented by a Consultant as part of the Services, as well as for making its own assessment on the appropriateness of the Services for the use it intends to make thereof.

2.5. Without prejudice to the preceding provisions of this Article 2, for the purpose of ensuring alignment of interest between the Parties with respect to the delivery of the Services, the Republic shall timely cooperate with the EIB in designing the technical specifications to be used by the EIB in the tender documentation for the procurement of the Services and in monitoring and supervising the delivery of the Services by the Consultant, and shall otherwise ensure prompt decisions and feedback to the EIB and the Consultant as may be required for the proper delivery of the Services. The processes and procedures for such cooperation are detailed in Annex 2.

2.6. The EIB shall give due and proper consideration to the views and opinions communicated by the Republic in respect of the Services. However, having regard to its role and specific obligations as the procuring and contracting entity for the Services, the Republic acknowledges and agrees that the conduct of, and any decision related to, the procurement procedure for the selection of the Consultant, including the decision whether to award the Contract, and any decision in respect of the management and administration of the Contract, including, but not limited to, whether to (i) amend the scope of the Services covered by a Contract; (ii) accept the Services delivered by the Consultant as having been delivered in accordance with the terms of the Contract; or (iii) make any payments to the Consultant, rest entirely with the EIB.

2.7. In order to ensure a successful delivery of the Services, the Republic shall timely and in good faith cooperate with the Consultant, notably by:

2.7.1. supporting the Consultant, to the extent feasible and subject to the applicable laws and regulations on foreign labour in the Republic of Moldova, in obtaining the required visas and permits, including work and residence permits, for the Consultant's employees and their dependants, it being understood that the Republic shall have no obligation to cover the costs thereof, and that the responsibility for submitting a visa or permit application, with associated supporting documents, to the visa issuing authority of the Republic of Moldova rests solely with the Consultant;

2.7.2. making available to the Consultant such office accommodation and other facilities for the delivery of the Services in the Republic of Moldova, if any, as shall be specified in Annex 1; and

2.7.3. providing the Consultant, without undue delay, with such information and documents at its disposal which may be relevant and necessary for the provision of the Services in accordance with the agreed technical specifications. In this respect, the Republic may require the Consultant to enter into a separate confidentiality agreement with the Republic, the terms of which (i) must be agreed in advance with the EIB; and (ii) shall be without prejudice to any reporting or disclosure obligations of the Consultant towards the EIB in accordance with the Contract or the applicable law.

2.8. The Parties shall each take appropriate measures to comply with the visibility requirements described in Annex 1.

2.9. Subject to any pre-existing Intellectual Property Rights (as defined below) of any individual or legal entity including any of the Parties, which will remain with their original owner, the Intellectual Property Rights in new materials compiled or prepared by the Consultant in the performance of the Contract, including all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material, shall become the property of the EIB.

For the purpose of this Agreement, "**Intellectual Property Rights**" mean any copyright and related rights, rights in designs, database rights, rights in computer software, domain names, trademarks, service marks, patents, trade names or any applications for any of the foregoing, rights in confidential information (including know-how and trade secrets) or similar rights or obligations, moral rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

2.10. With the exception of Intellectual Property Rights in deliverables or other outputs produced by the Consultant which the Republic expressly refuses to accept, the EIB hereby grants to the Republic a non-exclusive, royalty-free, licence for an indefinite duration, to use for its purpose any Intellectual Property Rights the EIB obtains in accordance with Article 2.9.

The Republic may sub-license any Intellectual Property Rights covered by the license specified herein to a third party, subject to prior written consent of the EIB, which shall specify the terms and duration of such sub-license.

The license may be terminated by the EIB at any time, subject to a notice period of three months. The EIB shall not bear any responsibility with respect to possible consequences of such termination of any sub-licences possibly granted by the Republic to third parties.

ARTICLE 3

3.1. The Republic acknowledges that in fulfilling its obligations under this Agreement, it shall have access to, and process, Personal Data (as defined in Article 3.4) relating to third party individuals, including the experts designated by the Consultant to deliver the Services.

In this respect, the Republic shall:

3.1.1. only process such Personal Data as reasonably necessary for the purposes of ascertaining the qualifications and ability of a proposed expert to deliver the Services for which he/she is proposed by the Consultant;

3.1.2. not disclose any Personal Data to any person except with the prior written consent of the EIB and it shall promptly inform the EIB in writing if it is obliged by law to disclose any Personal Data, providing all the necessary details;

3.1.3. grant to the data subjects of the Personal Data, on request, rights of access to, correction, erasure and deletion of, and objection to and restriction of processing of, their Personal Data, equivalent to the rights available to them in respect of the same Personal Data as processed by the EIB under Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (*OJ L 295, 21.11.2018, p.39*), as such rights are described in Annex 2;

3.1.4. at all times have in place appropriate technical and organisational security measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

3.1.5. delete all Personal Data when they are no longer needed for the purposes described at Article 3.1.1 above, and in any case no later than seven years after completion of the Services or after the termination of this Agreement, whichever is earliest;

3.1.6. promptly give the EIB such information, and such access to the systems and staff used to process the Personal Data, as the EIB may reasonably request from time to time to enable the EIB to verify its compliance with the provisions of this Article 3.1; and

3.1.7. promptly inform the EIB in writing, with full details, if it
(i) becomes aware of any Personal Data breach; or
(ii) receives any communication from
a. a data subject seeking to exercise a right under, or alleging breach of, the applicable personal data protection law; or
b. a supervisory authority or other competent data protection authority

in relation to the Personal Data; and give the EIB such information, co-operation and assistance as the EIB reasonably requests to enable it to address the legal or other consequences of that Personal Data breach or of the subject matter of that communication.

3.2. A data subject of Personal Data, as third party beneficiary, may enforce Articles 3.1.1 to 3.1.5 against the Republic. However, the data subject must first request the EIB to take appropriate action to enforce their rights against the Republic. If the EIB does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce their rights against the Republic directly.

3.3. The EIB shall take reasonable steps to ensure that the Personal Data are accurate and up-to-date when disclosed to the Republic, and shall ensure that the data subjects of the Personal Data are provided with the information necessary to ensure that the processing of their Personal Data by the Republic as permitted by Article 3.1 is fair, including informing them of:
(i) the disclosure of their personal data to the Republic;
(ii) the purposes for which their Personal Data is disclosed; and
(iii) their rights as referred to in Article 3.1.3, and whom to contact to exercise those rights; and providing them with such other information as is required by the applicable personal data protection laws.

S. L

3.4. For the purposes of this Agreement, "**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

ARTICLE 4

4.1. By entering into this Agreement, the Republic acknowledges that the EIB may be bound to comply with the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures, including, in particular, but not limited to, measures in relation to the financing of terrorism (the "**Sanctions**") enacted, administered, implemented or enforced from time to time by any of the following:

(a) the United Nations, including, inter alia, the United Nations Security Council;

(b) the European Union, including, inter alia, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;

(c) the government of the United States of America, and any department, division, agency, or office thereof, including, inter alia, the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and

(d) the government of the United Kingdom, and any department, division, agency, office or authority, including, inter alia, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

In so doing, the EIB may be prohibited, among others, from making funds and/or economic resources (including the Services) available, directly or indirectly, to or for the benefit of a natural or legal person or an entity (for the avoidance of doubt, the term entity includes, but is not limited to, any government, group or terrorist organisation) who is a designated target of, or who is otherwise the subject of, Sanctions, including, without limitation, as a result of being owned or otherwise controlled, directly or indirectly, by any natural or legal person or entity, who is a designated target of, or who is otherwise a subject of, Sanctions (each, a "**Sanctioned Person**").

4.2. The Republic makes the following representations on the date of its signature of this Agreement:

4.2.1. It is not a Sanctioned Person, or in breach of any Sanctions, and to the best of its knowledge and belief none of the Relevant Persons (as defined below) is a Sanctioned Person or in breach of any Sanctions, where "**Relevant Person**" designates:

(a) with respect to the Republic, any official or representative of any of its ministries, other central executive government bodies or other governmental subdivisions, or any other person acting on its behalf or under its control, having the power to give directions and exercise control with respect to the Services;

4.2.2. It, and any Relevant Person, has not been convicted by a final judgement for Prohibited Conduct, as such term is defined in the EIB's policy on preventing and deterring prohibited conduct in European Investment Bank activities (the "**Anti-Fraud Policy**"), as available on the EIB's website at the relevant date;

4.3. During the validity of this Agreement, the Republic shall not, directly or indirectly:

(a) maintain or enter into a business relationship, in connection with the Services, with any Sanctioned Person;

(b) in connection with the Services, make any funds and/or economic resources (including the Services) available to, or for the benefit of, any Sanctioned Person;

(c) use all or part of the Services in any manner that would result in a breach of Sanctions by the Republic or by the EIB;

(d) if applicable, fund all or part of its financial obligations under this Agreement (pursuant to Article 2.2 and/or Article 7) out of proceeds derived from activities or businesses with a Sanctioned Person or a person in breach of the Sanctions, or in any manner that would directly result in a breach of Sanctions by the Republic or by the EIB.

S. L

4.4. The Republic undertakes to take within a reasonable timeframe appropriate measures in respect of any Relevant Person who becomes a Sanctioned Person or is the subject of a final judgement in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties, in order to ensure that such Relevant Person is excluded from any of the Republic's activities in relation to the Services.

4.5. The Republic shall inform the EIB without delay of:

(i) a genuine allegation or complaint with regard to any Prohibited Conduct or any Sanction in relation with the Services, and

(ii) any fact or information of which the Republic becomes aware that confirms or reasonably suggests that any Prohibited Conduct or any violation of a Sanction has occurred or may occur in connection with the Services, or that any funds used for the purpose of meeting any of the financial obligations referred to in Article 4.3 were derived from an illicit origin,

and set out the action to be taken with respect to such matters as specified in the preceding;

(iii) any fact or event which results in the Republic or any Relevant Person being a Sanctioned Person.

4.6. It is understood that the representations and undertakings in respect of Sanctions set out in Articles 4.2 to 4.5 are only sought and given to the extent that to do so is permissible pursuant to any applicable anti-boycott rule of the European Union, such as Regulation (EC) 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (*OJ L 309, 29.11.1996, p.1*) as amended from time to time.

4.7. If the EIB carries out an evaluation of, or a monitoring mission for, the Services, the Republic agrees to provide to the representatives of the EIB, or persons authorised by the EIB, any document or information in the Republic's possession which will assist with the mission.

4.8. the Republic must allow the EIB, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), and any third party authorised by any of the preceding,

(i) to verify, by examining the original documents (including the right to make copies thereof) and by means of on-the-spot checks, the implementation of the Services; and/or

(ii) to conduct a full audit on the basis of any supporting document which is relevant to the financing of the Services.

Such verifications may take place up to seven years after the date when the final payment to the Consultant is made by the EIB, date which shall be communicated by the EIB to the Republic in writing without unreasonable delay.

The Republic agrees to provide the designated staff or agents of the EIB, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), and any third party authorised by any of the preceding, or ensure that they are provided, with all necessary access and assistance for the purposes specified in this Article 4.8. Such access shall be granted on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public or European Union law to which these institutions or bodies and their staff, agents or authorised representatives are subject.

ARTICLE 5

5.1. Any notice or other communication to be served under this Agreement must be in writing and state the title ("*Cooperation Agreement No. AA-012629 in respect of the preparation of integrated waste management projects in two zones of Moldova (zones 4 & 7)*") of this Agreement.

5.2. Any notice or other communication given to a Party under or in connection with this Agreement must be in writing and in English or, if not in English, it must be accompanied by its translation into English and in this case the English translation will prevail unless the document is a constitutional, statutory or other official document.

5.3. All notices and correspondence in relation to this Agreement and the Services shall be sent by registered mail (with acknowledgement of receipt), facsimile or, to the extent agreed by the Parties in writing, by e-mail or other means of electronic communication, to the following addresses:

S.L

For the **EIB**	European Investment Bank 98-100, boulevard Konrad Adenauer L-2950 Luxembourg Tel: +352437983445 E-mail: s.renita@eib.org Attention: Stella Renita
For the Republic	Republic of Moldova Bd. Stefan Cel Mare si Sfant 162 2004 Chişinău, Moldova Tel: +373 (022) 204-587 E-mail: grigore.stratulat@mediu.gov.md Attention: Grigore Stratulat

5.4. Any change made to the above communication details shall have effect only after it has been duly notified in writing in paper or electronic form to the other Parties at the above addresses.

5.5. Notices and other communications are deemed to have been received (i) at the time of receipt recorded by the delivery service if sent by registered mail or (ii) at the time of transmission if made by fax or by means of electronic communication or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Article, business hours means 09.00hrs to 17.00hrs Monday to Friday on a day that is not a public holiday in the place of receipt.

5.6. This Article does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

ARTICLE 6

6.1. This Agreement enters into force on the date it is signed by the last of the Parties, and remains valid for as long as any rights, obligations or liabilities arising out of its provisions remain outstanding, unless it is otherwise terminated in accordance with this Article 6.

6.2. Any amendments to this Agreement, including its Annexes, must be set out in writing and signed by the Parties.

6.3. The EIB may instruct the Consultant to suspend the delivery of all or part of the Services, and the Republic may request the EIB to do so, if circumstances (including *force majeure*, as such concept is defined under the applicable law) make it too difficult or dangerous to continue. If the Republic requests the EIB to suspend the delivery of the Services, it must provide the EIB without delay with all the necessary details and reasons for the request.

6.4. The EIB may also instruct the Consultant to suspend the provision of all or part of the Services:

(i) when it considers necessary to examine if the implementation of the Contract has been affected by substantial errors, irregularities, or Prohibited Conduct; or

(ii) when it is instructed or requested to do so by the Donor; or

(iii) if the Republic fails to comply with any substantial obligation incumbent on it under this Agreement or the applicable law, despite having received a 30 calendar days' written notice from the EIB requesting the Republic to comply.

the Republic must provide any information, clarification or document requested by the EIB in the context of the checks referred to in point (i) above within 30 calendar days' of receipt of such written request. If such checks result in credible information that the implementation of the Contract has been affected by substantial errors, irregularities, or Prohibited Conduct imputable to the Republic, the EIB reserves the right to (i) instruct the Consultant to cease the delivery of the Services and (ii) terminate this Agreement with immediate effect, without any liability for the EIB.

6.5. The EIB reserves the right, without any liability for the EIB, to instruct the Consultant to cease the delivery of the Services and to terminate this Agreement without notice, and inform the other Party of the terms of such termination, if:

(i) for any reason whatsoever, the financing secured by the EIB for the Services under the Financing Document is withdrawn by the Donor (as identified in Annex 1), or

(ii) it becomes unlawful in any applicable jurisdiction, or it becomes or is likely to become contrary to any Sanctions, for the EIB to perform any of its obligations as contemplated in this Agreement.

6.6. The EIB may instruct the Consultant to cease the delivery of the Services and, after serving a 15 calendar days' written notice to the other Party, terminate this Agreement without any liability for the EIB, if any of the following situations occurs:

(a) the Framework Agreement or the Representative Office Agreement is or is likely to be (i) repudiated by the Republic of Moldova or not binding on the Republic of Moldova in any respect; or (ii) not effective in accordance with its terms or is alleged by the the Republic to be ineffective in accordance with its terms; or (iii) breached, in that any obligation assumed by the Republic of Moldova under the Framework Agreement or the Representative Office Agreement ceases to be fulfilled as regards any Services made available by the EIB to any recipient in the territory of the Republic of Moldova;

(b) the EIB has suspended the delivery of all or part of the Services pursuant to Article 6.4 (iii), and such suspension lasts for more than 180 calendar days;

(c) a Change-of-Law Event occurs, where "Change-of-Law Event" means

(i) the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation), or

(ii) the imposition of any Sanctions; or

(iii) any legal, financial, technical or organisational changes affecting the Republic

which occurs after the date of this Agreement and which, in the opinion of the EIB, would materially impair the ability of the Republic to perform its obligations under this Agreement or the delivery of the Services to the Republic.

ARTICLE 7

7.1. A Party shall not be held in breach of any of its obligations under this Agreement if it is prevented or delayed in performing those obligations by *force majeure*.

7.2. The EIB shall not under any circumstances or for any reason whatsoever be held liable for any damage, loss or injury sustained by the Republic, or by the Republic's staff or property arising out of, or in connection with, the delivery of the Services by the Consultant, including when such damage or injury is the result of any act or omission of the Consultant, or of the failure of the Consultant to provide the Services in accordance with the Contract, unless such losses, damages or injuries have resulted solely from the EIB's gross negligence, fraud or wilful misconduct in the execution of its obligations under this Agreement.

7.3. The Republic shall indemnify and hold harmless the EIB, its employees, officers, Governors, delegates, or agents from and against any and all losses, claims, demands, damages or liabilities of any kind (including counsel fees and expenses) which the EIB may sustain or incur as a result of any act or omission committed by the Republic or from the failure of the Republic to comply with any of its obligations set out in this Agreement, including in respect of any Sanctions.

ARTICLE 8

8.1. This Agreement and its formation, construction and validity shall be governed by the laws of the Grand Duchy of Luxembourg.

8.2. The Parties shall endeavour to settle amicably any Dispute arising between them. For the purposes of this Article 8, "**Dispute**" means any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach, suspension or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it.

8.3. If no amicable agreement is reached within 60 calendar days from the date a Party notifies a Dispute to the other, all Disputes shall be submitted to the courts of the city of Luxembourg, which shall have exclusive jurisdiction to settle any such Dispute. The Parties agree that the courts of the city of Luxembourg are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

8.4. Nothing in this Article 8 shall interfere with, override or otherwise erode the EIB's privileges and immunities as set out in the European Union treaties including, without limitation, the inviolability of its archives, and the EIB expressly reserved its rights in this regard.

ARTICLE 9

9.1. No failure or delay by the EIB in exercising any of its rights under this Agreement or under the applicable law will be construed as a waiver of such right.

9.2. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the privileges, immunities and exemptions enjoyed by the EIB, its Governors, Directors, Alternates, officers, employees or experts performing missions for the EIB.

9.3. the Republic may not assign or transfer any rights or obligations arising out of this Agreement without the prior written agreement of the EIB.

9.4. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative and provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

9.5. With the exception specified in Article 3.2, this Agreement is made for the benefit of the Parties, and a person who is not a party has no right to enforce or to enjoy the benefit of any term of this Agreement.

References to third parties, and in particular to legal relationships entered into between the Parties and any such third parties in the context of the Services, shall not give, and may not be construed as conferring, any right to such third parties to enforce, to enjoy the benefit of or to otherwise rely on any provision of this Agreement. The Parties expressly agree that such references are made solely for the purpose of providing an appropriate understanding of the management of the Services and that no provision of the Agreement shall confer, directly or indirectly, any right to any third party, unless expressly provided in this Agreement. This clause shall prevail over any provision to the contrary of the Agreement, whether express or implied.

ARTICLE 10

10.1. This Agreement comprises these executed terms, and the following annexes, which are an integral part thereof:

Annex 1 – The Services

Annex 2 – Procedures for the cooperation in designing and monitoring the delivery of the Services

In case of conflict between the provisions of these executed terms and those of any Annex, these executed terms shall take precedence.

10.2. The Parties agree not to make this Agreement, or any part thereof, public in any way without the prior written consent of the other Party, which shall also specify any terms or conditions under which such consent is given.

10.3. References to a public organisation will include its successors, and if a public organisation ceases to exist or ceases to perform its functions without a successor, references to such public organisation will be deemed to include a reference to any public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.

10.4. References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", will not be deemed limited by the specific enumeration of items but will, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".

10.5. General words introduced or followed by the word "other" or "including" or "such as" or "in particular" will not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

10.6. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each gender include all other genders.

The Parties hereto have caused this Agreement to be executed on their behalf in three (3) originals in the English language (each page of which has been initialled by a representative of the Republic), of which one (1) for the Republic and two (2) for the European Investment Bank.

For and on behalf of the
EUROPEAN INVESTMENT BANK
duly represented for the purposes of signature of this Agreement by

Martin Vatter
Head of Unit and Managerial Advisor
Legal Department

Date: 04/06/2025

Stella Renita
Senior Loan Officer
EIB Global

Date: 05/06/2025

For and on behalf of the
REPUBLIC OF MOLDOVA
acting through the Ministry of Environment
duly represented for the purposes of signature of this Agreement by

Sergiu Lazarencu
Minister

Date:
26 May 2025

ANNEX 1 – THE SERVICES

A. Background

The Services fall into the actions foreseen for financing by the EIB (the "Donor") through the EU for Ukraine Technical Assistance and Advisory Services Programme (the "EU4U TAAS Programme") which was approved by the EIB Board of Directors in September 2023 (the "Financing Document"). The EU4U TAAS Programme's purpose is to enable investments for the recovery and reconstruction of Ukraine, as well as the economic resilience of both Ukraine and Moldova, in line with the EIB's EU4U Initiative. It will also support their path to EU accession, including by enhancing project implementation capacity at various levels.

B. Description of the Project supported by the Services

This EUR 200m project consists of regional sub-projects aimed at upgrading and developing solid waste management systems in Moldova, in line with the National Waste Management Strategy (NWMS). The current Law on Waste approves the division of the country into six Waste Management Zones (the sub-projects).

The regional nature of the sub-projects will contribute to reducing the adverse impacts from the many existing local dumpsites, expand the coverage and increase the efficiency of waste collection operations, and establish regional waste treatment and disposal facilities with economies of scale. The Project targets all the urban population and part of the rural population in Moldova.

This is the first EIB operation in the solid waste management sector in Moldova. The Project is co-financed by EIB and EBRD (EUR 25m) with each IFI leading the preparation and implementation of three sub-projects.

The feasibility studies for the three sub-projects led by EBRD (Waste Management Zones 1, 5, and 8) have been completed and these sub-projects are under implementation phase.

For another sub-project (Waste Management Zone 1), the preparation of the feasibility study is being financed by SwedFund (Grant Agreement signed in September 2024). The terms of reference for the technical assistance for the preparation of the feasibility study are being finalized.

The proposed TA seeks to complete preparation of the two other sub-projects (Waste Management Zones 4 and 7), which cover 65% of the country population, including the two most populated cities Chisinau and Balti.

C. Description of the Services

1. The Services

TA assignment: The purpose of the TA assignment is to prepare bankable and viable integrated waste management sub-projects in the two designated zones. The two sub-projects will be defined and documented through feasibility studies, Environmental Impact Assessment (EIA), sub-project implementation and procurement plans. The sub-project documentation should be sufficiently detailed to enable due diligence by EIB and other financing institutions and enable the securing of all relevant pre-tender permits and authorisations.

The specific results to be achieved through this TA operation are two comprehensive feasibility studies and the related studies. These will, among others, comprise baseline studies, demand analyses, options analyses, conceptual designs, cost estimates, financial and economic analyses, environmental and social impact assessments, and procurement and implementation plans.

Additionally, the TA assignment is to prepare the tender documentation for the following contracts:

- Project Implementation Support Consultant and Construction Supervision Consultant, which is to be contracted to support the Project Management Unit (PMU) and the Project Implementation Unit (PIU) in facilitating the timely and effective implementation of the two projects.

- • Design and build of waste management facilities for the two zones, according to the feasibility studies.

2. Beneficiary entity

The beneficiary of the services described above is: Republic of Moldova.

3. Facilities to be provided

The Republic of Moldova (acting through the Ministry of Environment) is expected to provide office space for the Consultant.

4. Visibility elements

The Republic shall take all appropriate measures to publicise the fact that the Services are financed through financial support from the European Investment Bank under the *"EU4U Technical Assistance and Advisory Services Programme"*. Information given to the press or to any third parties, all related publicity material, official notices, reports and publications, shall acknowledge that the Services are delivered *"with funding from the European Investment Bank under the EU4U Technical Assistance and Advisory Services Programme"*.

S.L

ANNEX 2 – PROCEDURES FOR COOPERATION IN DESIGNING AND MONITORING THE DELIVERY OF THE SERVICES

This annex provides the guidance under which the Parties agree to operate in the design, procurement, monitoring and approval of the services.

1. General cooperation Principles

Pursuant to Article 2.5 of the Agreement, the Republic will facilitate communication and cooperation between the relevant competent authorities in the Republic of Moldova as may be necessary for the successful design and delivery of the Services.

For project coordination, technical consensus and follow-up on the progress, a project steering committee will be formed from representatives of all stakeholders in addition to representatives from the Republic and the EIB. The main role of this committee is to provide the Consultant with all available relevant data from the different stakeholders, follow-up on the progress of the assignment, steer and facilitate the assignment to enable the Consultant to deliver the Services successfully within the agreed time schedule.

2. Design and Procurement of the Services

2.1. Design of the Services

The Parties will cooperate in designing the technical specifications for the Services, setting out the objectives, scope and methods of delivery of the Services. To the extent that the Services are to be delivered under separate Contracts, separate sets of technical specifications will have to be prepared and agreed by the Parties. Such technical specifications shall become a part of the *Terms of Reference* to be included by the EIB in the procurement documentation to be used for the selection of the Consultant.

Once the *Terms of Reference* are finalised, the Republic will provide its written acceptance of the final form of the *Terms of Reference* by email at operational level. By providing such acceptance, the Republic will acknowledge that said *Terms of Reference* fully reflect and respond to the needs identified, and that the Republic accepts them without reservation. Such acceptance will not be unreasonably withheld and will be deemed to have been given if not expressly refused within ten calendar days from receiving a written request in this regard from the EIB.

On the basis of the *Terms of Reference* developed and agreed as described above, the EIB will launch the tender and select the Consultant for the delivery of the Services in accordance with its own procurement rules and procedures. The Republic acknowledges that, as procuring entity for the Contract, the EIB might need to amend or interpret the *Terms of Reference* during the procurement procedure, provided that any such alteration or interpretation, where it concerns the scope, content, sequence or duration of the Services, is agreed with the Republic before the EIB communicates it to candidates or tenderers.

In order to avoid the risk of non-compliance with the principles of procurement (transparency, proportionality, equal treatment, non-discrimination and avoidance of conflict of interest) the Republic undertakes not to disclose, (i) until the award of the Contract by the EIB, the *Terms of Reference* or any additional information in connection to the *Terms of Reference* except to those persons who need to know for the purposes specified in the preceding paragraph, and (ii) after the award of the Contract by the EIB only with the prior written approval of the EIB and under the terms thus agreed.

3. Monitoring of the Services

The Republic and the EIB will cooperate closely in monitoring the delivery of the Services by the Consultant.

The Republic will review the deliverables and the activity reports (if and as requested in the *Terms of Reference*) submitted by the Consultant and will provide by e-mail to the EIB with its written comments or acceptance of such deliverables or reports, including when necessary its reasons for refusing such acceptance. the Republic's acceptance of the relevant deliverable or report will be deemed to be given if not expressly refused within 15 calendar days from receiving a written request in this regard from the EIB.

As specified in Article 2.6 of the Agreement, the EIB will take due account of the Republic's opinion when it makes its own decision on the approval of the deliverables and reports produced by the Consultant as against the terms of the Contract. Having regard to the contractual obligations of the EIB towards the Consultant under the Contract, the Republic acknowledges that the final decision on the approval of the deliverables and reports produced by the Consultant as having been delivered in compliance with the Contract rests with the EIB.

Considering the provisions of Article 2.4 of the Agreement, an approval of the Services (or any part thereof, including any deliverable or activity report) by the EIB as having been delivered in accordance with the terms of the Contract shall be without prejudice to the right of the Republic to refuse such deliverable as not responding to its specific needs. The Republic must communicate such refusal to the EIB in writing indicating the reasons thereof. Further, the Republic undertakes that it shall not make any use of such deliverable, and, upon written request from the EIB, return or destroy any copies of the deliverable, in whatever form, as are in its possession and ensure that any copies of the deliverable that may be in the possession of other entities are also destroyed.

For the sake of clarity, a decision of the EIB to accept, pursuant to Article 2.6(ii), that the Services delivered by the Consultant have been delivered in accordance with the terms of the Contract is not, and shall not be construed as, superseding or overriding a rejection of same Services by the Republic as not responding to the Republic's needs or not being fit for the purpose the Republic intends to make thereof, as the assessment of the Services by the EIB and by the Republic , respectively, are made against different criteria.

If required by the EIB, the Republic will review the timesheets recording the days or hours worked by a Consultant's experts on site in the Republic of Moldova and shall confirm their accuracy by countersigning them. The Republic has the right to refuse the acceptance of timesheets submitted by one or more of the experts employed by the Consultant for the delivery of the Services, if the timesheet does not reflect correctly the days or hours worked by such expert for the delivery of the Services, or if, in the reasoned opinion of the Republic, the quality of the services provided by the expert concerned does not conform to the requirements of the *Terms of Reference*, or, if applicable, to the professional standards expected in the relevant industry from an expert provider of such services.

tThe Republic shall communicate to the EIB its decision on the acceptance of any timesheet, including when necessary its reasons for refusing such acceptance. the Republic's acceptance of the relevant timesheet shall be deemed to be given if not expressly refused within 15 calendar days from receiving a request in this regard from the EIB.

4. Amendments to the Services and changes to the Consultant's personnel

The Republic may request amendments to the design of the Services during the execution of the Contract. Such request will be communicated to the EIB, together with a justification for the amendments requested, at least 30 calendar days prior to the intended date of application of such amendments. The EIB has the right to oppose such amendments, in particular for reasons related to applicable procurement and contract management rules, and will inform the Republic of the reasons for such refusal.

The Republic has the right to be consulted on and agree to any material amendments to the design of the Services which the EIB or the Consultant may envisage during the execution of the Contract. The consent of the Republic to any such amendments will be deemed to be given if not expressly refused within 15 calendar days from receiving the communication from the EIB on the proposed amendments. If applicable, the Republic will inform the EIB of the reasons for its refusal.

The Republic has the right to be consulted on and agree to any changes to the team of experts provided by the Consultant, as these are defined in the *Terms of Reference*, which the EIB or the Consultant envisage during the execution of the Contract. The consent of the Republic to any such changes will be

S. L

deemed to be given if not expressly refused within 15 calendar days from receiving the communication from the Consultant or the EIB on the proposed changes. If applicable, the Republic will inform the EIB of the reasons for its refusal.

At any time during the execution of the Contract, the Republic may request the replacement of one or more of the experts provided by the Consultant to the extent that it is justified on reasonable grounds. Such request must be communicated to the EIB together with the justification for the changes requested. The EIB may oppose such amendments, in particular for reasons related to applicable procurement and contract management rules, and will inform the Republic of the reasons for such refusal.

As contractual counterparty to the Consultant under the Contract, the EIB retains the final decision on the execution of any amendment to the Contract.

5. Disclosures of Personal Data

Personal Data will be disclosed by or on behalf of the EIB to the Republic, and used by the Republic, as follows:

(A) Data subjects: the Personal Data will relate to individual experts designated by Consultants to deliver the Services.

(B) Personal Data categories: the Personal Data will include personal data in the following categories: identification of the data subject (*e.g.* name, title, etc); education and professional qualifications and experience.

(C) Security measures: the the Republic undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:

(i) prevent any unauthorised person from having access to computer systems processing Personal Data, and especially: (1) unauthorised reading, copying, alteration or removal of storage media; (2) unauthorised data input, unauthorised disclosure, alteration or erasure of stored Personal Data; and (3) unauthorised persons from using data-processing systems by means of data transmission facilities;

(ii) ensure that authorised users of a data-processing system can access only the Personal Data to which their access right refers;

(iii) record which Personal Data have been communicated, when and to whom;

(iv) ensure that Personal Data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

(v) ensure that, during communication of Personal Data and transport of storage media, the data cannot be read, copied or erased without authorisation;

(vi) design its organisational structure in such a way that it meets data protection requirements

(D) Contact details for exercise of data subject rights

Republic of Moldova
Bd. Stefan Cel Mare si Sfant 162
2004 Chişinău, Moldova
Tel: +373 (022) 204-587
E-mail: grigore.stratulat@mediu.gov.md

Attn: Grigore Stratulat

(E) Rights of the data subject: access, rectification, deletion and objection

The data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the applicable rules and procedures of the EIB.

Provided that the *European Data Protection Supervisor* has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Republic or other organisations dealing with the Republic, and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject.

The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated.

Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort.

A data subject must also be able to object to the processing of the personal data relating to him/her if there are compelling legitimate grounds relating to his/her particular situation. The burden of proof for any refusal rests on the Republic, and the data subject may always challenge a refusal before the European Data Protection Supervisor.

S. L