Arrangement

between

the Federal Republic of Germany,

represented by

the Federal Ministry of Defence of the Federal Republic of Germany,

acting through the Branch Head of Security Assistance Branch at the Federal Ministry of Defence,

hereinafter referred to as the "German side"

and

the Republic of Moldova,

represented by

the Ministry of Defence of the Republic of Moldova,

acting through the Deputy Chief National Army General Staff (Defense Resources),

hereinafter referred to as the "Moldovan side"

on

the financial contribution to improve the infrastructure of the Moldovan Ministry of Defence

Article 1:
Subject Matter of the Arrangement

(1) In order to improve the working conditions at the Moldovan Ministry of Defence, infrastructure measures on electrical installations, network technology and insulation are required.
Therefore, the purpose of this Arrangement is to financially support the implementation of the infrastructure measures in accordance with the Annex (hereinafter referred to as "the subject matter of the Arrangement"). The Annex is part of this Arrangement.

(2) Under the German "Enabling and enhancing the security, defence and stability of partner countries" programme (also known as the German government's Enable and Enhance Initiative), the German side intends to contribute to the funding of the procurement of the subject matter of the Arrangement and to grant, without charge – ex gratia and without establishing any legal obligation – to the Moldovan side funds of up to

€500,000 (five hundred thousand euros)

from German budget funds.

(3) The funds provided in accordance with Article 1(2) shall be used exclusively for the purpose of procuring the subject matter of the Arrangement. The donation may not be transferred to third parties.

(4) The Moldovan side shall, at its own expense, ensure sustainable use of the subject matter of the Arrangement through regular maintenance and repair work.

(5) The Moldovan side shall conclude the contracts with contractors for the purpose stated in Article 1(3) in its own name. The German side shall have no contractual relationship with these contractors and shall not be the owner of the subject matter of the Arrangement.

(6) If the funds specified in Article 1(2) are not fully used for the procurement of the subject matter of the Arrangement, the German side shall be entitled to reduce the funds specified in Article 1(2) accordingly and to reclaim funds already provided from the Moldovan side.

(7) If the costs for the procurement of the subject matter of the Arrangement exceed the amount of the funds specified in Article 1(2), the scope shall be reduced accordingly, or the Moldovan side shall bear the additional costs.

Article 2:
Acceptance of the Funds

The Moldovan side shall accept the funds in accordance with Article 1(2) under the terms specified in this Arrangement and agrees to these terms.

Article 3:
Implementing Agencies

(1) Responsibility for the implementation of this Arrangement on the German side shall lie with:
Branch II 3 of the Directorate-General for Security and Defence Policy at the Federal Ministry of Defence.

(2) Responsibility for the implementation of this Arrangement on the Moldovan side shall lie with: General Staff of the National Army

Article 4:
Implementation of the Arrangement

(1) Both sides shall name a designated agent to monitor the implementation of this Arrangement. Any change in the designated agent shall immediately be communicated to the other side in writing.

(2) The German side names as its designated agent the relevant competent desk officer at Branch II 3 of the Directorate-General for Security and Defence Policy at the Federal Ministry of Defence. The designated agent of the German side may be supported by other persons or organisations acting under the designated agent's authority.

(3) The Moldovan side names as its designated agent the Chief of Infrastructure and Sustainable Development Directorate of Logistics.

(4) Payments of the funds shall be made by the German side directly through payment of the relevant contractors' invoices on behalf of the Moldovan side.

(5) The payments shall be made in euros up to the maximum amount of the financial contribution approved by the German side as specified in Article 1(2).

A first payment over 40% of the overall sum shall be made after conclusion of the contract. A final invoice shall be paid after finalization of all deliveries and services and once Article 4(7) and 4(8) are fulfilled. The final payment needs to be made before 15th of December 2025.

(6) Upon receiving an invoice, the Moldovan side shall notify the designated agent of the German side without delay, with the German side receiving said notification, including a copy of the invoice, within no more than 14 days. A note in German or in English shall be added to the invoices by the Moldovan side to certify that the invoice is accurate and correct, and that the items delivered or services rendered are free of defects. The invoices shall be forwarded in a timely manner to ensure that the payment deadlines specified by each contractor can be met. The designated agent of the German side shall informally notify the designated agent of the Moldovan side when a payment has been made.

(7) In cooperation with the designated agent of the Moldovan side, the designated agent of the German side shall review the items delivered or services rendered by the contractors with regard to contractual compliance.

(8) Final acceptance of the items delivered or services rendered shall be performed in accordance with the applicable Moldovan regulations by the Moldovan designated agent in close coordination with the German designated agent. The Moldovan side shall have any identified defects eliminated without delay. If major defects are identified that preclude acceptance of the items delivered or services rendered, the final acceptance procedure shall be repeated after the defects have been eliminated.

Article 5:
Other Provisions

(1) When awarding contracts for the items or services, the Moldovan side shall undertake to comply with the relevant contracting regulations. The German side shall be entitled to verify compliance with the principles of fair competition, transparency and non-discrimination, in particular the reasons leading to the awarding of contracts.

(2) The German side shall be entitled to:

a. Review and make copies of plans, technical specifications, offers and contracts

b. Verify the implementation of the measure and the use of the subject matter of the Arrangement

c. Evaluate the measure

To this end, the Moldovan side shall grant the designated agent of the German side, including their authorised representatives, unrestricted access, even without prior notification, to the subject matter of the Arrangement. The evaluation shall be conducted in accordance with German regulations and is intended for internal use only.

(3) The Moldovan side shall provide to the German side a time and spending schedule. The Moldovan side shall immediately notify the designated agent of the German side of any delays in the implementation of the measure.

(4) The German side shall be entitled to review the drafts of the Moldovan side's contracts with any contractors and shall be provided with a copy of each contract concluded between the Moldovan side and its contractors.

(5) Any follow-up costs (such as for operation, repair, maintenance and insurance, education and training) exceeding the subject matter of the Arrangement shall be borne by the Moldovan side.

(6) The Moldovan side shall permit the German side to take photographs of the subject matter of the Arrangement and the immediate vicinity. Such photographs shall only be used for internal purposes and for documenting the measure for both sides.

(7) Any costs arising such as taxes, customs duties or other charges as well as in connection with potential preliminary acceptance shall also be borne fully by the Moldovan side.

Article 6:
End-Use Clause

(1) The subject matter of the Arrangement shall be used by the Moldovan side exclusively for measures of national defence and those designed to maintain internal security, national and international crisis management, including humanitarian assistance, and for operations mandated by the UN, NATO or the EU and other activities in compliance with the Charter of the United Nations.

(2) The subject matter of the Arrangement shall only be used to the extent permitted under applicable international law, especially international humanitarian law, human rights standards and refugee law. This includes repair and maintenance as well as upgrading or conversion.

(3) Without the prior written consent of the German side, the Moldovan side shall not be entitled to change the use of the subject matter of the Arrangement and shall neither cede nor transfer the subject matter of the Arrangement to third parties or commit itself to doing so for whatever reason.

(4) The subject matter of the Arrangement shall not be exported (in whole or in part) from the Republic of Moldova beyond the provisions contained in Article 6(1) without the prior written consent of the German side.

Article 7:
Liability and Warranty

(1) The German side shall not be liable in any way for the implementation of this measure and the subsequent use of the subject matter of the Arrangement.

(2) The Moldovan side shall waive all claims against the German side in connection with the implementation of this Arrangement, in particular claims relating to liability or warranty.

(3) The Moldovan side shall indemnify the German side against all third-party claims for damage or any other claims arising in connection with the funds, such as those made by the contractors of the Moldovan side.

(4) The provisions of Article 7(2) shall not apply to any intentional damage caused by the German side or its personnel.

Article 8:
Revocation and Reclaim

(1) The German side shall be entitled to unilaterally revoke this Arrangement in writing if the funds or the subject matter of the Arrangement are not used in accordance with this Arrangement and such use is not intended.

(2) Upon declaration of revocation in accordance with Article 8(1), the German side shall be entitled, at its option, to immediately obtain from the Moldovan side either transfer of ownership of the subject matter of the Arrangement or reimbursement of payments already made by the German side. Any transaction costs that may arise shall be borne by the Moldovan side.

(3) The German side shall be informed immediately if there are any indications of misuse of the donated funds or of corruption-related crimes in connection with the procurement of the subject matter of the Arrangement. The German side shall be given the opportunity to conduct all the necessary investigations immediately. If suspicions are confirmed, the German side shall be entitled to immediately assert the rights specified in Article 8(2).

(4) The German side shall be entitled to withhold the funds in whole or in part, or to assert the rights specified in Article 8(2), if circumstances on which conclusion of this Arrangement was based change or cease to apply.

Article 9:
Settlement of Disputes

(1) Both sides agree that they shall discuss and decide by mutual agreement all matters related to the implementation or interpretation of this Arrangement.

(2) In case of disputes, both sides shall seek an amicable settlement and refrain from taking legal action.

Article 10:
Final Provisions

(1) This Arrangement shall not be subject to international law. The two sides do not intend to establish any rights or obligations under international law with this Arrangement.

(2) Amendments and additions to this Arrangement shall only be effective if they have been agreed between the sides in writing. Any change to this requirement of the written form must also be agreed in writing.

(3) Any disputes resulting from or in connection with this Arrangement shall be governed by German law.

(4) If any provision of this Arrangement is found to be invalid or unenforceable or becomes invalid or unenforceable after conclusion of the Arrangement, the validity of the remainder of the Arrangement shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that both sides would have agreed upon in accordance with the overall circumstances leading to the conclusion of this Arrangement and that best serves the purposes of this Arrangement. The above provisions shall apply mutatis mutandis if this Arrangement proves to be incomplete.

(5) Both sides undertake to protect the confidential nature of the contents of this Arrangement in dealing with the public. The Moldovan side shall also oblige its contractors to comply with this provision. If, however, a press release is planned, both sides shall agree on its contents. Legal rights to information shall remain unaffected.

(6) This Arrangement shall be signed in four copies, two in German and two in English, with the German text prevailing in cases of doubt.

(7) This Arrangement shall come into effect on the date of signature by both sides.

Berlin, 25 June 2025
For the German side

Ministerialrätin Anja Klabundt
Chief of Branch II 3
Directorate-General for Security and Defence Policy
Federal Ministry of Defence of the Federal Republic of Germany,

Chișinău, 24 JUNE 2025
For the Moldovan side

Brigadier General Sergiu Voinu
Deputy Chief of the General Staff of the National Army (Defence Resources)