IMPLEMENTATION AGREEMENT

between

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn

- hereinafter referred to as "GIZ" -

and

State Chancellery of the Republic of Moldova
1, Piata Marii Adunari Nationale, MD-2033
Chisinau, Republic of Moldova

- hereinafter referred to as the "SC" -

concerning the project

„Support in mitigating war-related impacts for water supply and sanitation in the border region of Moldova and Ukraine"

hereinafter referred to as the "Project" -

Basis of the Agreement

The following shall form the basis of this Agreement:

- the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Moldova on Technical Cooperation dated 10.07.2014 ratified by Law No. 58 from 09.04.2015,

- the Arrangement by way of the Exchange of Notes between the Government of the Federal Republic of Germany and the Government of the Republic of Moldova on Technical Cooperation dated 08.07.2025.

In accordance with Article 2 of the aforementioned Agreement and Paragraph 3 of the aforementioned Exchange of Notes dated 08.07.2025, details of the Project are to be laid down in an agreement between GIZ and SC.
GIZ is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany.

1. Project objective and indicators

The objective of this Project is to enhance the capacity of authorities and municipalities in a selected project region along the Ukraine-Moldova border to effectively manage crisis situations in water supply and wastewater services.

The political implementation partner of the Project is the State Chanellery of the Republic of Moldova.

The objective entails the following five outputs:

- Output 1: Provision of basic information on maintaining water supply and wastewater management in crises;
- Output 2: Preparation of measures for stabilizing water supply and wastewater management in crises across border;
- Output 3: Enhanced staff qualifications for water supply and wastewater management in crises;
- Output 4: Gender-responsive measures for raising awareness on drinking water crises;
- Output 5: Strengthened cross-border exchange on crisis prevention in water supply and wastewater management.

GIZ and the State Chancellery are jointly committed to these objective and outputs.

The following indicators will serve to jointly measure the Project results and achievements:

Indicators on Project level:

- 1 emergency response plan for ensuring the supply of drinking water and wastewater management has been agreed across borders between the responsible actors.
    - Baseline 0 / Target Value 1.

- 2. "Number" of prioritized project proposals and procurement lists to ensure water supply and wastewater management are presented to potential financing institutions.

- 3. "Number" of cross-border measures for crisis prevention in drinking water supply and wastewater management have been prepared for implementation by competent authorities.

Verification and, if necessary, adjustment of the indicators, including value allocation and definition of base and target values, will take place at the end of the start-up phase.

Indicators on Output level:

- 1.1. A digital mapping of critical infrastructure to maintain water supply and wastewater management has been prepared by competent authorities on both sides of the border in accordance with agreed criteria.
- 1.2. A hot spot analysis of the pollution input from sewage treatment plants and industrial plants has been prepared by competent authorities on both sides of the border according to agreed criteria.
- 1.3. A weakness analysis of institutional and human capacities and responsibilities for maintaining water supply and wastewater management in crisis situations has been coordinated with competent authorities across borders.
- 2.1. A catalogue of procurement measures to ensure the supply of spare parts for critical infrastructure has been prepared.
- 2.2. An emergency plan has been developed to ensure the supply of electricity to critical infrastructure.

- 2.3. "Number" of project proposals for the rehabilitation or modernisation of critical infrastructure are prepared according to the requirements of potential funding organisations.
- 3.1. "Number" of employees are trained in measures to ensure water supply and wastewater management in crisis situations in accordance with a needs analysis.
- 3.2. "Number" of employees are trained in the collection and analysis of drinking water samples.
- 3.3. "Number" of employees are trained in monitoring effluent values of wastewater treatment plants.
- 4.1. "Number" of gender-responsive digital information campaigns for dealing with crisis situations in the drinking water supply have been tested.
- 4.2. "Number" of pupils are sensitised to dealing with crisis situations in the drinking water supply.
- 4.3. "Number" of gender-responsive campaigns to avoid disinformation in dealing with crisis situations in the drinking water supply have been tested.
- 5.1. "Number" of exchange formats on crisis preparedness (including climate impacts) between national authorities in Ukraine and Moldova have been initiated.
- 5.2. Crisis preparedness measures (including climate impacts) are coordinated with the Action Plan of the Dniester River Basin Commission.
- 5.3. "Number" of experiences in crisis preparedness (including climate impacts) have been exchanged with European river basin organisations.

Verification and, if necessary, adjustment of the indicators, including value allocation and definition of base and target values, will take place at the end of the start-up phase.

Activities and measures for achieving the aforementioned project goal, outputs and indicators will be designed and implemented jointly between GIZ, the State Chancellery and other implementing partners, such as the Ministry of Infrastructure and Regional Development etc. Monitoring and adapting these activities in order to achieve the project goals and indicators, will be done (i.a.) by a dedicated Steering Committee for the Project, set up and moderated by GIZ and the State Chancellery.

The baseline and target values of the module target indicators are preliminary. They will be reviewed after the initial stage of the implementation and, if necessary, adjusted.

2. Contributions to the Project by the Government of the Federal Republic of Germany via GIZ

In accordance with the Exchange of Notes dated 08.07.2025, the Government of the Federal Republic of Germany shall provide GIZ with up to EUR 3,012,920.94 (in words three million, twelve thousand, nine hundred twenty euros and ninety-four cents) for the German contribution. This amount shall include the costs incurred by German Implementing Organisation.

Supply of materials and equipment

Equipment procured by GIZ for project implementation activities becomes property of the partner organization and are to be handed over upon the end of the project.

Operating and administrative costs

GIZ shall bear the operating and/or administrative costs associated with the processing of the German contribution to the Project.

3. Contributions by SC

Provision of experts and auxiliary personnel

The SC shall provide support to the Project throughout the duration of the intervention in a sufficient and timely manner.

The SC steers the project activities on the partner side, including the coordination of different partner stakeholders and ensures agreed-upon further contributions.

Further implementation partners shall each provide professional experts from their specialized departments and support the project manager and project staff in their relation (work, cooperation) with other national entities and stakeholders, and in any day-to-day common work, as it is necessary for the achievement of project objectives. The implementation partners shall release the experts from their work for training purposes, if required.

Further implementation partners include, but are not limited to:

- Ministries
- Subnational government structures
- State agencies/institutions and state-owned companies
- Non-governmental organisations

Possible extensions of the list of partners will be coordinated with the SC in due time.

Costs

Personnel and domestic travel costs, as well as other operating and administrative costs of partner staff related to project activities are to be covered by the respective implementation partners.

4. Other provisions

Evaluation

GIZ may undertake an evaluation of the Project during or after implementation of this Agreement. To this end, GIZ shall second experts/appraisers to the Project. The SC and the secondary implementation partners shall participate in the evaluation. It shall in all cases assist the expert(s)/ appraiser(s) in their work and allow them to examine all the necessary documents.

The SC and secondary implementation partners shall be informed of the results of the evaluation by means of a report.

Suspension of contributions and termination of Agreement

GIZ may suspend its contributions if

- the SC fails to fulfil obligations arising out of this Agreement or out of arrangements in respect of this Agreement, or

- circumstances arise which preclude, or place in considerable jeopardy, the objective of the Project described in Clause 1 above.

If one of the circumstances described in sentence 1 above arises and is still in existence after a time-limit to be agreed by GIZ with the SC and/or the secondary implementation partners, or if it is not eliminated within this period, GIZ may, with the consent of the Government of the Federal Republic of Germany, prematurely terminate the implementation of this Agreement.

Term of Agreement

Save as provided in Clause 4 above on the suspension of contributions and termination of the Agreement, this Agreement shall be valid for the duration of the ongoing phase of the Project (currently scheduled to run from 01.2025 to 12.2027). The term of this Agreement may be extended in the event of a delay in the execution of the German contribution as laid down in this Agreement and in the execution of the agreed contributions of the SC.

Adjustment of Agreement

In the event that provisions of this Agreement do not further the efficient achievement of the objective defined in Clause 1 above, then GIZ and the SC may adjust or amend these provisions by mutual consent at any stage during the implementation of the Project. Any amendments shall be made in writing.

GIZ may unilaterally terminate this Agreement if the commission with which it has been charged by the Government of the Federal Republic of Germany is withdrawn.

Communication between Partners

Amendments and additions to this Agreement, and any other important declarations and communications of significance to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to GIZ, it shall suffice for them to be received by the project manager of the experts provided.

All correspondence between parties under this agreement shall be made in English or Romanian language.

Agreements with individual implementing organisations

The person responsible for the contribution by GIZ and the person(s) responsible for the contributions by the partner organisation or other implementing organisations may together conclude a binding agreement on additional details concerning execution of the Project (e.g. on the basis of a plan of operations), or in any other suitable way lay down those details in writing and, where necessary, adjust any such agreement to take into account developments in the Project.

Government arrangements

As to the rest, the provisions of the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Moldova on Technical Cooperation (see Annex 1) and the Exchange of Notes between the Government of the

Federal Republic of Germany and the Government of the Republic of Moldova on commitments concerning the Technical Cooperation (see Annex 2), shall also apply to this Agreement.

Entry into force, copies

This Agreement shall enter into force on the date it is signed by both parties hereto. It shall be drawn up in two originals, in English and Romanian, respectively.

Chisinau, 13.8.25

GIZ

Rudolf Graef
Project Manager

Claudia Hermes
Country Director, GIZ Office Chisinau

Chisinau, 15.08.2025

State Chancellery of the Republic of Moldova

Andrei Strah
Deputy Secretary General of the Government