## Grant Agreement with non-German recipients

giz Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

CONFIDENTIAL

The

**Organizația pentru Dezvoltarea Antreprenoriatului (ODA)**
**38 Albișoara street, MD 2005**
**Chisinau, Republic of Moldova**

- hereinafter referred to as the 'Recipient'

and

**Deutsche Gesellschaft für**
**Internationale Zusammenarbeit (GIZ) GmbH**
**Dag-Hammarskjöld-Weg 1 - 5**
**65760 Eschborn**
**Federal Republic of Germany**

- hereinafter referred to as 'GIZ' –

herewith enter into the following Grant Agreement (hereinafter referred to as the 'Agreement') for the GIZ project:

**Strong Businesses and Communities for Moldova**

Country: **Republic of Moldova**

**Communication details (must be quoted in all correspondence)**
**Agreement number:** 81322054
**Project processing number:** 21.2228.1-008.00

Unit responsible for the GIZ budget
Organisational unit: 3900
Responsible officer: karin.hoerhan@giz.de

Procurement and Contracting
Organisational unit: E2B0
Responsible officer: susanne.winkler@giz.de

Financial management of the contract
Organisational unit: 5720
Responsible officer: dominik.adam@giz.de

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32 + 36
53113 Bonn, Germany
T +49 228 4460-0
F +49 228 4460 1766

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6196 79-0
F +49 6196 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12394
VAT no. DE 113891176
Tax no. 040 250 56973

Chairperson of the Supervisory Board
Niels Annen, State Secretary

Management Board
Thorsten Schäfer-Gümbel (Chair)
Ingrid-Gabriela Hoven (Vice-Chair)
Anna Sophie Herken

Commerzbank AG Frankfurt am Main
BIC (SWIFT): COBADEFFXXX
IBAN: DE45 5004 0000 0588 9555 00

The basis for the Grant provided to the Recipient is the commission from the Federal Ministry for Economic Cooperation and Development (hereinafter referred to as 'Commissioning Party') dated 03.01.2022 and the Verbal Notes WZ-1-440.00 NW dated 03.05.2022 and DI/2/290-5207 dated 11.05.2022 exchanged between the Federal Republic of Germany and the Republic of Moldova. GIZ shall provide the Grant pursuant to this Agreement exclusively on behalf of and for the account of the Commissioning Party.

The commission of the Commissioning Party is cofinanced by the DEZA (hereinafter referred to as 'third-party funding provider).

## 1. Grant amount and term

1.1 GIZ shall provide the Recipient with a Grant amounting to

**up to EUR 1,850,000.00**

1.2 The Recipient shall use the Grant exclusively for the agreed purpose within the framework of the project specified under Section 2 and on the basis of the Recipient's Budget **(Annex 1)** submitted by cost category to meet the costs of the following budget lines:

| | | | | |
|---|---|---|---|---|
| 1. | Staff | up to | EUR | 0.00 |
| 2. | External services | up to | EUR | 8,200.00 |
| 3. | Transport costs/travel expenses | up to | EUR | 0.00 |
| 4. | $CO_2$ Compensation | | | 0.00 |
| 5. | Procurement of materials and equipment | up to | EUR | 10,000.00 |
| 6. | Other costs/consumables | up to | EUR | 0.00 |
| 7. | Administration costs (0 % on budget line 1 - 6) | up to | EUR | 0.00 |
| 8. | Funds for direct support of third-party beneficiaries | up to | EUR | 1,831,800.00 |

The Budget is based on the notes in the Budget sheet **(Annex 1)** and the definition of the budget lines in Section I of the Requirements for Grant Recipients regarding Budget and Financial Processing **(Annex 3a)**.

The Recipient must ensure the efficient and economical use of funds.

Double financing of the actual costs from other grants or long-term loans is not permitted. The amount referred to in Section 1.1 is the maximum amount of the Grant.

1.3 The Grant is made available for the period from **01.12.2025** to **30.09.2026** (Grant period). Costs that do not fall within the Grant period are not eligible.

1.4 Reallocations between the sub-budget lines and between budget lines (cf. **Annex 1** and Section 1.2) are generally permissible. Reallocations between budget lines may not exceed 20 %. Any excess of one budget line must be offset by corresponding savings in other budget lines. Reallocation of this kind is not permitted for the budget lines 'administration costs', 'fair shared costs' and 'forwarding of funds to third party recipients'. The Recipient shall inform GIZ about reallocations between budget lines when submitting the financial report.

1.5 The Grant is provided as a partial financing.

The project is partially financed by the third-party beneficiaries by own contributions as follows:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Third-party beneficiaries (24 companies and more) with a total contribution of at least 50% from the eligible reported costs, each. | up to EUR | 1,831,800.00 | equivalent to | 49.75 % |

The distribution to the estimated project costs can be found in the Budget (**Annex 1**).

The Grant provided by GIZ is subject to the provision of the above-mentioned contributions by the Recipient or third parties.

If the actual financial contributions of the above-mentioned parties are less than those stated above and according to the Budget, GIZ shall be entitled to reduce its Grant in the same proportion.

## 2. Project

2.1 The objective of the project "Increasing Energy Resilience of Moldovan SMEs" (hereinafter referred to as 'Project'), which is financed by this Grant, is: to contribute to these priorities by supporting SMEs in reducing their vulnerability to energy shocks, lowering operational costs, and enabling long-term competitiveness.

GIZ is not entitled to demand performance by the Recipient under this Agreement.

2.2 In order to achieve this objective, the Recipient intends to implement the measures listed in the Recipient's proposal for project implementation (hereinafter referred to as 'Project Proposal', see **Annex 2**) on its own responsibility.

**3. Disbursement and settlement of the Grant**

3.1 The Recipient shall observe the principles of proper accounting in the implementation of the Project and ensure project-specific account settlement and documentation. The Recipient shall comply with the Requirements for Grant Recipients regarding Budget and Financial Processing **(Annex 3a)**.

3.2 At the time of the first request for disbursement **(Annex 3c)** at the latest, the Recipient shall submit a schedule of funding requirements for each 12 months **(Annex 3b)** of the Grant period.

Within the framework of the schedule of funding requirements, the Recipient shall request disbursements for each **three-month period** equivalent to the expected funding requirements, taking into account any funds still available. In order to minimise repayment risk, the Recipient shall monitor the effective balance of funds before requesting any further disbursement.

3.3 All funds made available under this Agreement shall be accounted separately from other funds of the Recipient.

The Recipient shall open a separate sub-account at its bank or a separate cost unit in its own accounting system to handle the financial transactions relating to this Agreement and shall confirm this with GIZ when submitting its first request for disbursement.

At the latest, by the time of the first request for disbursement and in case a different account is used, the Recipient must submit a confirmation from the bank to legitimise the account.

All disbursements under this Agreement shall be transferred by GIZ to the afore-mentioned account of the Recipient.

All contributions paid by GIZ shall remain as trust funds in the afore-mentioned account until they are used as contractually agreed.

3.4 The amounts paid by GIZ into the afore-mentioned account will, as far as possible, accrue interest.

GIZ may at any time request that the Recipient submits without undue delay a copy of the interest agreement and/or interest calculation by the bank or a confirmation by the bank that no interest can be paid for the credit balance on the account.

Any income, interest or profits from the Grant received by the Recipient under this Agreement ('Earnings'), as well as any funds returned to the Recipient, including reimbursements or repayments ('Returned Funds'), shall be used by the Recipient for the Project and shall be identified as such when submitting the financial report, indicating the relevant budget line.

GIZ reserves the right to deduct all Earnings and Returned Funds from the agreed Grant amount, insofar as appropriate use cannot be proven.

3.5 In the Recipient's accounting records for this Grant, all vouchers, expenses, actual costs as well as all Earnings and Returned Funds relating to the Grant and the Budget (**Annex 1**) shall be recorded in chronological order and in compliance with the rules of proper accounting. These vouchers shall be divided into the categories of budget lines referred to in Section 1.2 and both the documents and record shall contain, as a minimum, the following items:

a) Internal entry number
b) Date
c) Origin of voucher
d) Amount
e) Content of voucher

3.6 The Recipient shall complete and submit the financial overview (use of disbursements already paid) (see template in **Annex 3c**) for each subsequent request for disbursement.

The Recipient shall submit the financial report (see template in **Annex 3d-f**) for every six months. Together with the financial report, the Recipient shall submit confirmation of the contributions to project implementation agreed in Section 1.5 (if applicable) for the same period as well as the inventory lists **(Annex 3g1)** pursuant to Section 6.5. The financial report shall be submitted to GIZ no later than two months after the respective accounting periods, even if no further payment is requested.

No later than two months after the end of the Grant period or after an earlier termination of this Agreement, the Recipient shall additionally submit to GIZ a final financial report (see template in **Annex 3d-f**). The final narrative report pursuant to Section 4.5 shall be submitted along with the final financial report. If the aforementioned documents are not submitted in time, GIZ may refuse to make further disbursements.

3.7 The financial report must show Earnings and costs in chronological order and separately from each other, in accordance with the structure of the Budget (pursuant to Section 1.2). The evidence shall include all Earnings (grants, third-party services, own funds) and costs relating to the purpose of the Grant.

Each financial report must be accompanied by a tabular overview of vouchers, listing costs separately by type and in chronological order (breakdown of actual costs) including all information required in the template for the breakdown of actual costs (see **Annex 3e**).

In the financial report, the actual costs must be entered in the voucher currency, converted and shown in EUR.

Payments made to third parties which cannot be reported as costs yet shall be reported separately on the totals sheet (**Annex 3f**) of the financial report and also be considered in the schedule of funding requirements. At the latest in the final financial report, actual costs must be reported.

Remaining funds, which are still available to the Recipient as shown in the financial overview (included in **Annex 3c**) or the financial report, will be offset against the next payment, considering the schedule of funding requirements.

At the request of GIZ, the Recipient shall pay interest from the date of receipt of payment at the rate p.a. of 5 percentage points above the respective base interest rate of the German Federal Bank (Deutsche Bundesbank) for any amount not spent in a timely manner in accordance with the schedule of funding requirements for the Project.

3.8 If the budget lines set out in Section 1.2 include administration costs, these shall be reported separately as a flat-rate percentage.

All other budget lines listed under Section 1.2 will be settled against evidence.

3.9 Voucher copies are not to be attached to the financial reports. However, GIZ is entitled to request voucher copies.

The Recipient shall submit all financial reports, voucher copies and other documents required for accounting purposes either in German, English, French or Spanish or attach a translation in one of these languages.

3.10 The amount of **EUR 185,000.00** shall be retained from the Grant as security.

The final payment shall be disbursed as soon as all contractual obligations by the Recipient arising from the Agreement have been met and to the extent that the respective amount has been used for the agreed purpose.

However, GIZ reserves the right to retain up to 20 % of the final payment amount but max. 20 % of the security retention amount until the external audit report has been handed over to GIZ.

3.11 The request for disbursement submitted by the Recipient will become due for payment after a verification period of 15 days. Disbursement shall be made by GIZ no later than 30 days after the due date of the disbursement request for the amount determined and, if necessary, adjusted by GIZ. Disbursements by GIZ do not constitute an acknowledgement by GIZ of the validity of the financial reports.

3.12 If the Recipient transfers the Grant from an account denominated in EUR to an account denominated in a currency other than EUR ("local currency") or if the Recipient receives the Grant directly into an account denominated in a local currency, the Recipient shall provide with the next financial report the bank voucher as proof of receipt on the account in local currency and of the exchange rate used.

For the reporting of payments made by the Recipient from an account denominated in local currency, the Recipient shall use the same exchange rate used when the Grant was credited to this account. If the Grant is credited in more than one transfer to this account, the exchange rate of the last transfer in each case shall be used until the amount of this transfer is exhausted.

If it is not possible to determine the exchange rate via a bank voucher, the Recipient may, with the consent of GIZ, use the exchange rate of the EU currency converter InforEuro or, alternatively, use its own conversion system, provided that the latter is auditable and meets standards comparable to those of InforEuro, to determine the applicable exchange rate of the respective transfer.

3.13 If the Recipient fails to submit a financial report (**Annex 3d-f**), a disbursement request (**Annex 3c**), a status report (pursuant to Sections 4.4 - 4.5) or an inventory list **(Annex 3g1)** by the contractually agreed due date or in the contractually agreed form, GIZ shall be entitled to suspend payments until the correct financial report, disbursement request, status report or inventory list has been submitted.

3.14 All funds, which are still remaining with the Recipient and are not used after the end of the Grant period or after a premature termination of the contract, including Earnings and Returned Funds, shall be repaid by the Recipient directly to GIZ in EUR without delay and without being prompted to do so.

3.15 A confirmation must be included in the final financial report at the latest, stating the total amount of contributions due and referred to in Section 1.5 that have been made available by other parties (third-party beneficiaries).

3.16 GIZ has the right to verify compliance with this Agreement itself and/or by commissioning external auditors at its own expense. The audit shall in particular cover compliance with the principles of proper accounting, the proper use of the Grant and the proper award of contracts for supplies and services in accordance with the provisions of this Agreement.

The anticipated audit periods are as follows:

Audit period: 01.12.2025 to 30.09.2026

Prior to finalisation of the audit report, the Recipient shall receive information on the main findings and have the opportunity to comment on these findings. After the audit report has been finalised, GIZ shall inform the Recipient about the significant results of the audit report and their implementation. The Recipient shall implement the recommendations made by GIZ and the auditor based on the results of the audit report, taking into account the order of priority for implementation as specified therein and shall provide evidence for this at the request of GIZ.

3.17 The Recipient shall declare whether or not invoiced VAT amounts resulting from the purchase of goods and services in connection with the use of the Grant are generally deductible for the Recipient.

The Recipient shall establish the formal requirements for an input VAT deduction, as far as legally possible.

VAT amounts can only be reimbursed to the Recipient under the following conditions:

a) the Recipient provides an invoice document with VAT amounts clearly shown;

b) the invoice is addressed to the Recipient;

c) the supply of goods or services underlying the invoice is subject to VAT in accordance with the legal regulations;

d) the Recipient is not entitled to deduct the VAT amounts in connection with the use of the Grant.

However, VAT amounts are not reimbursed if the Recipient is generally entitled to deduct input VAT amounts in connection with the use of the Grant but the requirements for an input VAT deduction have not been established by the Recipient. In case of doubt, contacting a tax advisor is recommended.

At the request of GIZ, the Recipient is obliged to provide evidence of the existence or non-existence of the formal requirements for pre-tax deduction.

**4. Project implementation, duty to supply information and reporting**

4.1 The Recipient undertakes to

a) implement the Project with due diligence, efficiency and on the basis of sound administrative, technical, financial and development policy principles and in accordance with the provisions of this Agreement;

b) ensure the full financing of the Project and provide GIZ, upon request, with evidence that all actual costs not financed by this Grant are covered;

c) obtain all necessary licences, permits and consents to implement the Project and also ensure that its contractual partners involved in Project implementation also obtain the necessary licences, permits and consents;

d) include in its contracts with contractual partners involved in Project implementation necessary and appropriate contractual sanctions for non-fulfilment or non-performance by the respective contractual partner;

e) require its contractual partners involved in Project implementation to repay any funds that have been improperly or illegally used or are contrary to this Agreement or the laws of the country in which the Project is implemented;

f) keep all books, records, award documentation, agreements and the originals of vouchers, clearly showing all actual costs for services and supplies financed by the Grant, for ten

years after submission of the final financial report and submit copies thereof to GIZ on request;

g) enable GIZ or a third party commissioned by GIZ, as well as GIZ's Commissioning Party or the Bundesrechnungshof (Germany's Federal Court of Auditors) or GIZ's third-party funding provider (if such exists) to inspect the books and all other records and documents relevant to implementation of the Project and the audit of the proper use of funds at any time and to visit the facilities required for this purpose.

4.2 Publications:

In all publications and brief references on the Project, the Recipient shall express in an appropriate manner that it is carrying out or has carried out its activities as part of a project financed by GIZ commissioned by the Commissioning Party and cofinanced by the third-party funding provider (if such exists).

Prior to publication of project-related press releases or public statements by the Recipient that go beyond brief references (e.g. on the Recipient's website), the Recipient shall obtain the consent of GIZ (unit responsible for the budget of GIZ in accordance with the contract cover sheet and via presse@giz.de).

The Recipient shall ensure that all activities involving publications, communications and/or visibility comply with **Annex 5** of this Agreement.

The Recipient shall inform GIZ without undue delay of any deficiencies when implementing requirements for publications, communications and visibility set out in the document "Communication Guidelines for Partners and Financing Recipients" (**Annex 5**) and shall make every effort to remedy these deficiencies without undue delay.

The document "Communication Guidelines for Partners and Financing Recipients" can be adapted during the Grant period. GIZ will inform the Recipient without undue delay of any changes.

4.3 The Recipient undertakes to inform GIZ without undue delay in text form of any circumstances which may seriously impair or jeopardise the achievement of the Project's objectives or which may significantly impede the performance of the Recipient's material obligations under this Agreement or the implementation of the Project as soon as the Recipient becomes aware of such circumstances.

This duty to supply information also exists, in particular, should there be significant changes to the Project's risk assessment, an imminent adverse impact on human rights, the environment, climate or gender equality, or other substantial temporal, financial, technical or development policy changes to the Project during the Grant period or risks to the safety or health of the staff deployed.

4.4 The Recipient shall prepare status reports on the progress of the Project **(progress report) every six months**. These progress reports are to be submitted as an electronic file to GIZ (unit responsible for the budget of GIZ in accordance with the contract cover sheet), no later than two months after the end of the respective reporting period. Each progress report shall address the main items of the numerical evidence and explain the necessity and appropriateness of the activities undertaken.

4.5 The Recipient shall prepare a **final report** describing the implementation and results of the Project with regards to the contractually agreed objectives and submit this report as an electronic file to GIZ (unit responsible for the budget of GIZ in line with the contract cover sheet), no later than two months after the end of the Grant period or following early termination of this Agreement.

**5. Forwarding of funds to third-party recipients and disbursement of funds for direct support to third-party beneficiaries**

5.1 In cases where the Recipient purchases goods, construction works or services using part of the Grant, Section 6 shall apply.

The forwarding in form of funds to third-party recipients or disbursement of funds to third-party beneficiaries if this is only permissible if provided for in the Estimated Budget (Section 1.2 and **Annex 1**) and in the Project Proposal (**Annex 2**).

Third-party recipients are third parties to which the Recipient forwards part of the Grant for joint (partial) implementation of the Project.

Third-party beneficiaries are third parties that receive funds from the Recipient as the direct and final beneficiary of the Project.

5.2 When forwarding funds to third-party recipients or, if agreed upon in specific cases (see corresponding budget line in **Annex 1**), disbursing funds to third-party beneficiaries, the Recipient must ensure that:

a) the grant awarded does not violate EU rules on state aid;

b) the essential terms and conditions of this Agreement apply;

c) GIZ, external auditors commissioned by GIZ, the Commissioning Party of GIZ, the Bundesrechnungshof (Germany's Federal Court of Auditors) and GIZ's third-party funding provider (if such exists) may take random samples to verify the accuracy of information provided by the third-party recipient.

d) third-party recipients forward the funds received or parts thereof only to third-party beneficiaries in form of a grant and not to other recipients.

5.3 Prior to forwarding funds to third-party recipients the first time, the Recipient must conduct an appropriate due diligence assessment of these third-party recipients. A positive assessment of the integrity and eligibility of the respective third-party recipients, taking into consideration the public-benefit purpose of the project, is a prerequisite for forwarding funds. The Recipient must document the assessment and make this documentation available to GIZ upon request.

If third-party recipients have not yet been determined at the time of the Agreement being signed, the Recipient shall submit a list of potential third-party recipients, including their budgets, to GIZ. The Recipient may only forward funds if GIZ has granted prior approval and if a corresponding amendment to the Agreement has been agreed.

5.4 The Recipient must demonstrate to GIZ that funds forwarded to third-party recipients have been used properly by submitting appropriate financial reports from the third-party recipient and, upon request by GIZ, copies of vouchers. If the third-party recipients have not used the funds properly, the Recipient undertakes to recover the funds from the third-party recipients by carrying out all reasonable measures including legal action and to either use the funds so recovered in accordance with this Agreement (based on a contract amendment) or to repay them to GIZ.

Disbursements by the Recipient to third-party recipients must be made in accordance with Section 3.2 and be shown separately in the financial report submitted by the Recipient. The Recipient undertakes to verify the financial report submitted by the third-party recipients in accordance with the terms of this Agreement and to submit this financial report to GIZ together with the findings of its own assessments.

5.5 The Recipient must also ensure when disbursing funds to third-party beneficiaries that:

a) the cost effectiveness and appropriateness of the payment amount are verified and documented;

b) the criteria for selection are established prior to the selection process and the criteria of equal opportunities, transparency and freedom from any form of discrimination are taken into account. The selection shall be justified and documented accordingly;

c) the disbursement made by the Recipient and receipt of the funds by the third-party beneficiary must be documented in text form. The specific obligations of the Recipient with regard to evidence for funds disbursed to third-party beneficiaries are defined in the Budget (**Annex 1**).

**6. Procurement of materials and equipment, construction works and services**

6.1 For the award and procurement of materials and equipment, construction works or other services ('Procurements') to be financed in whole or in part by the Grant, the Recipient shall comply with the provisions on procurement procedures in **Annex 4a** (Requirements on Procurement). The Recipient shall document all Procurements in writing in compliance with the 'Procurement documentation' template in **Annex 4b**.

6.2 If the Recipient has violated any of the provisions referred to in Section 6.1, only the actual costs of the services and supplies for the Project (including VAT) reduced by 20 % of these costs are eligible. If GIZ proves that the actual costs reduced by 20 % are higher than the market price or if the Recipient proves that the actual costs reduced by 20 % are lower than the market price, the costs are eligible in the amount of the proven market price but limited to the actual costs.

Furthermore, Section 13 shall apply.

6.3 When concluding contracts for Procurements financed by the Grant, the Recipient must ensure that

a) the prices and terms of payment for these Procurements are within the normal market range;

b) all Procurements made within the framework of this Agreement are used exclusively for the purposes of the Project, and all facilities relevant to the Project are properly operated and maintained at all times;

c) relevant sustainability standards are considered appropriately;

d) appropriate insurance policies are concluded which are customary for the sector;

e) import duties are indicated separately in the invoices;

f) reimbursement, insurance, security, guarantee or similar payments which may be claimed on the basis of these contracts are transferred to the account specified in Section 3.3 and made available to the Project. The Recipient must inform GIZ about the amount of such payments received in the financial report.

6.4 The Recipient shall use the items procured or produced for the Project exclusively for the Project and shall be used with respect for human rights, including the right of non-discrimination, and in compliance with applicable legal requirements.

6.5 If items with a procurement or production value of more than EUR 800.00 (excluding VAT) are procured or produced from the Grant funds, these items must be inventoried ('Inventoried Items'). The Recipient undertakes to submit up-to-date inventory lists with each interim financial report as well as with the final financial report.

6.6 In respect of Inventoried Items, the Recipient shall decide in coordination with GIZ, latest after completion of the Project or after termination of this Agreement, what steps are to be taken in respect of such items in the interest of the Project's purpose. In any case, the Inventoried Item shall be used with respect for human rights, including non-discrimination, and in compliance with applicable legal requirements.

Any transfer of ownership resulting from such a decision shall be recorded on the corresponding handover record in accordance with the template contained in **Annex 3g2**, which shall be submitted together with the final financial report.

## 7. Rights of use

7.1 For the purpose of optimising business activities as set out in GIZ's articles of association and securing the work results for public-benefit purpose, the Recipient hereby grants GIZ, free of charge, an irrevocable, simple, worldwide and transferable right of use to all work results which are created or procured in connection with implementation of the Project and financed wholly or partially out of the Grant, with particular regard to the reports produced pursuant to Sections 3 and 4, studies and documents; GIZ is entitled to exercise this right of use without restrictions on time or content in fulfilment of its public-benefit purpose as stated in its articles of association. At the request of GIZ, the Recipient shall provide GIZ with a copy of the materials available. GIZ is entitled to grant third parties simple sub-rights of use free of charge in fulfilment of its public-benefit purpose as stated in its articles of association.

7.2 The Recipient shall ensure that the work results provided to GIZ during the course of implementing the Project are not subject to any copyrights or other rights of third parties which would impair their use within the scope set out in Section 7.1. The Recipient shall indemnify GIZ against all claims of third parties arising from the granting of rights under Section 7.1 and shall reimburse GIZ for all reasonable costs incurred by GIZ in a legal defence against such claims.

## 8. Data privacy policy

8.1 GIZ may process personal data in connection with this Agreement solely in accordance with the General Data Protection Regulation of the European Union (GDPR). Any processing of the data shall be carried out solely for the purpose of the performance, administration, and supervision of this Agreement or for the protection of the financial interests of the Commissioning Party of GIZ and/or the third-party funding provider (if such exists), including any checks, audits and investigations. Where permitted by law, the Recipient has the right to view, erase or correct its personal data and may contact GIZ (datenschutzbeauftragte@giz.de) or the government bodies responsible for such matters in order to assert its rights.

8.2 The Recipient shall ensure adequate protection of personal data in accordance with the rules and procedures applicable to the Recipient. In all cases, personal data must be:

a) processed lawfully, fairly and in a way that is comprehensible to the data subject;

b) collected for specified, explicit and legitimate purposes and must not be further processed in a way incompatible with these purposes;

c) adequate and relevant to the purpose and limited to what is necessary for the purposes of the processing;

d) factually accurate and, where necessary, up to date;

e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed;

f) processed in a manner that ensures appropriate security of the personal data.

**9. Compliance with legal requirements and environmental and social standards; avoidance of unintended negative environmental and social impacts**

9.1 When implementing the Project, the Recipient must respect the local conditions in the relevant country as well as the legal provisions, ordinances, and official regulations, comply with all relevant tax law requirements and take into account the related general, specific and social impacts of the Project.

9.2 The Recipient is obliged to use the funds in compliance with international standards and multilateral agreements, in particular international human rights agreements and the core labour standards of the International Labour Organization (ILO), and to ensure the protection of children; the prevention of violence, abuse and exploitation of any kind; non-discrimination, in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability; and the promotion of equal opportunities for all genders in the use of funds.

The Recipient uses the funds provided in compliance with applicable national and international environmental laws, minimises greenhouse gas emissions and avoids all actions that could increase the vulnerability of the population and/or ecosystems.

The Recipient is also required to use funds in a manner that seeks to avoid or minimise unintended negative impacts on the environment, climate change mitigation, climate change adaptation, human rights, fragile contexts and contexts affected by conflict and violence as well as gender equality by implementing attributable mitigation actions. With regard to gender equality, the Recipient also undertakes to use any potential for promoting gender equality.

9.3 The Recipient shall take reasonable measures to prevent sexual exploitation, abuse and/or harassment in the professional context and shall refrain from inciting violence or hatred and from unjustifiable discrimination against any person or group of people. The Recipient shall promptly report to GIZ all allegations of sexual exploitation, abuse and/or harassment, credible enough to warrant an investigation, that are directly related to the Project. Upon request by GIZ the Recipient shall provide all available information concerning such allegations, including information on the subsequent measures taken.

**10. Conflict of interest**

10.1 The Recipient shall avoid conflicts of interest in connection with this Agreement. The Recipient shall also take appropriate precautions regarding the handling of conflicts of interest. A conflict of interest may arise especially for reasons involving economic interests, political affinities or national ties, family or friend relationships or any other interests.

10.2 In connection with implementation of the Project, the Recipient shall not enter into any agreement where a conflict of interest is to be expected due to the nature of the agreement or due to personal or financial connections between the Recipient and a third party.

10.3 The Recipient shall undertake to disclose without delay to GIZ any circumstances that might represent a conflict of interest or which could lead to such. All further steps must then be agreed with GIZ.

**11. Combating money laundering, funding of terrorism and bribery, and upholding embargoes**

11.1 The Recipient shall not support measures of any kind that are conducive to money laundering, the funding of terrorist activities or corruption.

11.2 The Recipient shall not make available, either directly or indirectly, any funds or other economic resources from the Grant provided by GIZ to third parties that are on a sanctions list of the United Nations and/or the EU or are subject to any sanctions issued by the Federal Republic of Germany. Furthermore, the Recipient shall comply with any embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany in the framework of implementation of this Project.

11.3 The Recipient shall notify GIZ without delay and on its own initiative if the Recipient, a member of its staff, its official managing body and/or other administrative bodies, its owners and/or a contracting partner of the Recipient should be placed on a sanctions list issued by the United Nations Security Council or the EU or should be subject to any sanction issued by the Federal Republic of Germany. The same shall apply if the Recipient becomes aware of an event that is likely to result in the inclusion of the Recipient or one of the aforementioned persons on such a sanctions list.

11.4 Corruption in any form is prohibited. The Recipient must not, either directly or via a third party, offer or grant any gifts or advantages, or accept or request such gifts or advantages for itself or a third party, in connection with implementation of the Agreement. The Recipient must also establish appropriate and reasonable measures to prevent and tackle corruption.

11.5 The Recipient shall require all parties it involves in implementing the Project to comply with the provisions referred to in this Section 11, both during project development and with regards to its implementation.

11.6 The Recipient shall notify GIZ without delay of the occurrence of a breach of any provision of this Section 11. The rights of GIZ under Section 13 remain unaffected.

**12. Force majeure**

12.1 Force majeure is an unavoidable circumstance (e.g. natural disaster, outbreak of a disease or epidemic, serious unrest, war or terrorism) that no human foresight or experience could anticipate, that cannot be evaded or overcome applying economically reasonable efforts and utmost care and that constitutes an impediment to GIZ and/or the Recipient fulfilling their contractual obligations. If a circumstance originates from the sphere of responsibility of one of the parties to the Agreement, this shall not constitute force majeure.

12.2 The Recipient shall inform GIZ without delay of a force majeure circumstance in accordance with Section 12.1, stating the nature, expected duration, and expected effects. If GIZ or the Recipient is of the opinion that implementation of the Project or fulfilment of obligations assumed by the Recipient under this Agreement is jeopardised or precluded, they shall consult the respective other party regarding further course of action.

12.3 It shall not constitute a breach of obligations under this contract if GIZ or the Recipient are prevented from complying with them due to force majeure. As long as force majeure makes the implementation of measures impossible, the Recipient may suspend implementation. The Recipient shall endeavour to keep any adverse effects on the Project to a minimum and shall undertake all reasonable precautions and measures to reduce the costs during the period of suspension due to force majeure.

**13. Suspension of disbursements, termination of the Agreement, repayment**

13.1 In addition to suspension pursuant to Section 3.13 of this Agreement, GIZ is entitled to suspend disbursements if:

a) the Recipient is unable to provide evidence of the use of the Grant for the purpose laid down in this Agreement;

b) the Recipient fails to use or no longer uses without justified reason one or several item(s) financed from the Grant for the purposes of the Project;

c) the Recipient has breached any material provision of this Agreement;

d) the Recipient has made false statements or withheld relevant information prior to conclusion of this Agreement or during implementation of the Project and GIZ would not have awarded the Grant or would not have made one or more disbursements if the statements had been correct or the relevant information had been received;

e) exceptional circumstances (e.g. force majeure as defined under Section 12.1) arise that seriously jeopardize or preclude the achievement of the purpose of the Grant, implementation of the Project or fulfilment of the obligations entered into in this Agreement by the Recipient; or

f) the Commissioning Party and/or the third-party funding provider (if such exists) terminates, suspends or modifies the relevant agreement with GIZ insofar as it affects the basis for this Agreement.

In the event of a suspension of disbursement in accordance with this Section 13.1, GIZ will notify the Recipient of the suspension.

If any of the circumstances referred to in this Section 13.1 a), b), c) or e) arise, GIZ will set an appropriate deadline of at least 30 days for the Recipient to remedy the circumstances unless such remedy is not possible.

13.2 GIZ is entitled to terminate this Agreement in part or in full and with immediate effect if any of the circumstances set out in Section 13.1 of this Agreement arise and, if applicable, GIZ has set a remedy period in accordance with Section 13.1 which has expired without result. GIZ will take due account of the circumstances of the individual case, the interests of both parties to this Agreement and the impact on the Project for the decision to terminate the Agreement and for the scope of the termination.

13.3 GIZ is entitled to request repayment of disbursed funds already spent by the Recipient,

a) if during the Grant period, any of the circumstances set out in Section 13.1 a) to e) of this Agreement arise and, if applicable, GIZ has set a remedy period in accordance with Section 13.1 which has expired without result, or

b) after premature termination of this Agreement due to circumstances set out in Section 13.1 a) to e), or

c) if after the end of the Grant period any of the circumstances set out in Section 13.1 a) to e) of this Agreement are taken into account in the final settlement of the Grant.

The Recipient must repay the funds without undue delay at GIZ's first request insofar as they are affected by the respective circumstances that led to the repayment request and, in case of Section 13.1 e), the Recipient is unable to provide evidence of the use of the Grant for the purpose laid down in this Agreement.

In case of a violation of the procurement provisions, GIZ is entitled to request repayment of the amount not eligible pursuant to Section 6.2.

Insofar as the Recipient has forwarded funds to third-party recipients in accordance with Section 5 of this Agreement and the third-party recipients cannot demonstrate that they used the funds properly, GIZ is not entitled to request repayment of the disbursed funds from the Recipient if the Recipient has made every reasonable effort to recover the funds from the third-party recipients, where appropriate including legal action, without result.

GIZ is entitled to request interest on the repayment amount from the date of the request for repayment at the rate p.a. of 5 percentage points above the respective base interest rate of the German Federal Bank (Deutsche Bundesbank).

13.4 Furthermore, upon termination pursuant to Section 13.2 of this Agreement, GIZ is entitled to request repayment of the disbursed funds still remaining with the Recipient, including any interest accrued. GIZ is only entitled to request repayment of the remaining funds for which there are no further legal obligations that the Recipient has entered into with third parties in accordance with this Agreement (e.g. employment contracts, rental contracts, loans).

For those remaining funds for which there are further legal obligations, the Recipient undertakes, insofar as legally permitted, to terminate the respective agreements, to refrain from further payments and to demand repayment of funds from the third party in question. The Recipient undertakes to repay to GIZ the amount received from the third party in question after carrying out all reasonable measures including legal action.

**14. Other provisions**

14.1 Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of all other provisions under the Agreement. In this event, GIZ and the Recipient shall replace any such invalid provision with a valid provision that best reflects the meaning and purpose of the invalid provision and that can be assumed to be what GIZ and the Recipient would have agreed upon when the Agreement was signed had they been aware of or foreseen that the provision could be or become ineffective or null and void. The same applies to any gaps in this Agreement.

14.2 The Recipient may not assign, transfer or encumber any rights under this Agreement.

14.3 This Agreement is governed by German law.

14.4 The place of performance for payments is Frankfurt am Main.

14.5 The place of jurisdiction is Frankfurt am Main if the Recipient is a merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also bring legal action against the Recipient before the competent court at the location of the Recipient's registered office.

14.6 Material amendments to this Agreement must be made in text form in order to be valid, in the form of an amendment to the Agreement. In particular, a change is considered to be 'material' if a change in scope, structure, concept, cost category or objective of the Project results in the purpose or benefit of the Project being fundamentally affected.

14.7 GIZ's whistleblower system can be accessed via the whistleblower portal (bkms-system.com), the GIZ Compliance and Integrity Advisory Service (compliance-mailbox@giz.de) or the external ombudsman, who can be reached at www.giz.de • About GIZ • Compliance • Whistleblowing (https://www.giz.de/en/aboutgiz/39089.html).

## 15. Annexes to the Agreement

The following annexes to the Agreement shall constitute components of this Agreement.

**(Annexes 3. - 4. can be downloaded from https://www.giz.de/en/workingwithgiz/34529.html )**

Annex 1: Budget
Annex 2: Project Proposal
Annex 3a: Requirements for Grant Recipients regarding Budget and Financial Processing (08/2024)
Annex 3b: Schedule of funding requirements
Annex 3c: Request for Disbursement
Annex 3d: Financial Report
Annex 3e: Financial Report-Breakdown of actual costs
Annex 3f: Financial Report-Totals per category
Annex 3g1: Financial report Inventory list
Annex 3g2: Record of surrender of equipment and material
Annex 3h: Confirmation of bank details
Annex 3i: Calculation of salary costs
Annex 3j: Time sheet
Annex 4a: Requirements on Procurement (09/2024)
Annex 4b: Procurement documentation template
Annex 5: Communication guidelines for partners and financing recipients

Bonn/Eschborn, date: 19.11.2025

Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Contract Management/Financing

ppa. Dr. Arved Greiner
Director of Division
Procurement and Contracting, E200

Michael Mickisch
Head of Section, E2B0

Chisinau, date: 30.12.2025

IP Organizatia pentru Dezvoltarea
Antreprenoriatului (ODA)

Vadim Cadreanu
DIRECTOR

| Budget - Annex 1<br>IP Organizatia pentru Dezvoltarea Antreprenoriatului (Eng. Organization for Development of Entrepreneurship) - Increasing Energy Resilience of Moldovan SMEs | | | | | | | | 22.10.2025 |
|---|---|---|---|---|---|---|---|---|
| | **Description** | **Code** | **Quantity** | **Unit** (person) | **Quantity** | **Unit** (e.g. month, contract, flight...) | **Eligible for support up to** in EUR **(price per unit)** | **Total GIZ funding** in EUR (up to) | **Own contributions / third-party financing** in EUR (up to) |
| | | | | | | | | | |
| 1 | ***Staff***<br>*(Note: Only direct costs for staff (monthly gross costs for the employer) may be settled. Add-ons such as staff overheads that are calculated pro-rata for staff are not eligible for support. Please indicate job functions, no names of individual persons. Staff costs are:*<br>*a) Prime costs for employees of the Recipient (staff employed by your organization). The evidence for this budget line must be provided in the form of payslips or, in the case of pro rata working time for the financed project, in the form of payslips and time sheets.*<br>*b) Costs for integrated consultants (self-employed or employed by a third party and seconded to the Recipient) and therefore not working on the basis of an employment contract with the Recipient, but who still work under the instructions/supervision of the Recipient, provided that this is legally permissible under the law applicable to the contract of the integrated consultant. For further requirements see Annex 3a:* ***Requirements regarding budget and financial processing-giz.de*** | | | | | | | ***0,00 €*** | ***The pro-rata financing of budget lines should be avoided and applied only to personnel costs and fair-shared costs, if applicable.***<br><br>***Costs that are incurred as part of the implementation of the project but are not financed by GIZ are calculated separately either as own contribution or, if applicable, as financial contribution of a third party.*** |
| | | | | person | | months | | 0,00 € | |
| 2 | ***External services (type/content of service)*** | | | | | | | ***8.200,00 €*** | |
| 2.1 | Grant Announcement Ceremony (technical equipment, venue, catering, etc.) | | | | Contract/Contracts | | | 2.500,00 € | |
| 2.2 | Translation services (Professional translation of documents and events, per project) | | | | Contract/Contracts | | | 1.000,00 € | |
| 2.3 | Succes story videos (at least 3 videos) | | | | Contract/Contracts | | | 4.500,00 € | |
| 2.4 | Visibility boards | | | | Contract/Contracts | | | 200,00 € | |
| | | | | | Contract/Contracts | | | 0,00 € | |
| 3 | ***Transport costs / travel expenses*** | | | | | | | ***0,00 €*** | |
| | | | | | | | | 0,00 € | |
| 4 | ***CO2-Compensation for flights*** | | | | | | | ***0,00 €*** | |
| | | | | | Compensation | | | 0,00 € | |
| 5 | ***Procurement of materials and equipment*** | | | | | | | ***10.000,00 €*** | |
| 5.1 | IT equipments - five complete computer sets (laptop, monitor, keyboard, mouse and other necessary devices) | | | | Procurement | | | 10.000,00 € | |
| | | | | | | | | 0,00 € | |
| | | | | | | | | 0,00 € | |
| | | | | | | | | 0,00 € | |
| 6 | ***Other costs / consumables*** | | | | | | | ***0,00 €*** | |
| | | | | | | | | 0,00 € | |
| | | | | | | | | 0,00 € | |
| | ***Subtotal – direct costs*** | | | | | | | **18.200,00 €** | |

| | Description | Code | Quantity | Unit (person) | Quantity | Unit (e.g. month, contract, flight...) | Eligible for support up to in EUR (price per unit) | Total GIZ funding in EUR (up to) | Own contributions / third-party financing in EUR (up to) | |
|---|---|---|---|---|---|---|---|---|---|---|
| *7* | ***Administration costs*** | | | | | | | ***0,00 €*** | | |
| | Administration costs (on budget lines 1 - 6) | | 0,00% | | | | 18.200,00 € | 0,00 € | | |
| | ***Subtotal – Funding by GIZ (up to – upon provision of evidence)* (direct costs + administration costs)*** | | | | | | | **18.200,00 €** | | |
| *8* | ***Funds for direct support of third-party beneficiaries*** *(no detailed budget will become part of the Grant Agreement)* | | | | | | | ***1.831.800,00 €*** | | |
| 8.1 | Non-reimbursable financial support for selected beneficiaries (identified after an open call for proposals).<br><br>This budget line shall be settled against proof of the final use of the funds. Section 5.2 of the Grant Agreement applies. | | Funds to third-party beneficiaries (upon succesful implementation of investment plan of 24 and more companies) | | | | | 1.831.800,00 € | | |
| | ***GIZ funding (up to – upon provision of evidence)**** | | | | | | | **1.850.000,00 €** | | **50,25%** |
| *9* | ***Own Contributions of third-party beneficiaries*** | | | | | | | | ***1.831.800,00 €*** | |
| | Third-party beneficiaries (24 companies and more) with a total contribution of at least 50% from the eligible reported costs, each. Each selected beneficiary company will ensure a minimum of 50% of the eligible reported costs (and more) according to their approved investment plans. | | Contribution | | | | 1.831.800,00 € | | 1.831.800,00 € | 49,75% |
| | ***Total funding*** | | | | | | | ***3.681.800,00 €*** | | ***100,00%*** |

***All budget lines (with the exception of administration costs) are settled upon provision of evidence.**

**Please note: In cases where GIZ funding is to be provided for the award of contracts for external services and/or materials and equipment and/or goods, the relevant procurement guidelines must be observed in accordance with the contractual provisions.**

**Profits of the recipient will not be financed.**

**For contract supplements: Please adjust the budget based on the most recently agreed budget and highlight any changes in a different colour. GIZ cannot bear costs that arise as a result of currency fluctuations.**

**Annex 2: Project proposal**
**Title: Increasing Energy Resilience of Moldovan SMEs**
**Date: 22.10.2025**

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| Background:<br>*Please describe the intended project and the underlying context as well as any challenge(s) that exist in the partner country/countries.* | Context analysis<br>Micro, small, and medium-sized enterprises (SMEs) face escalating operational costs, primarily due to surging energy prices. Over the past five years, Moldova experienced dramatic increases in energy tariffs—particularly in 2022: Electricity prices rose by approximately 80% for industry and 70% for households compared to 2021. Natural gas prices tripled for both households and industrial consumers.<br>These sharp increases not only strain business budgets and competitiveness but also amplify greenhouse gas emissions and limit investments in modernization. At the same time, the country's heavy reliance on energy imports heightens vulnerability to fluctuations in global markets.<br>Strengthening energy resilience is a national priority directly linked to the objectives of the Growth Plan 2025–2027, which emphasizes competitiveness, sustainable development, and risk mitigation for the business sector. The Plan highlights the need for improved energy efficiency, diversification of energy sources, and accelerated adoption of renewable solutions as key drivers of economic growth and resilience.<br>In this context, the proposed intervention aims to contribute to these priorities by supporting SMEs in reducing their vulnerability to energy shocks, lowering operational costs, and enabling long-term competitiveness. The present action will contribute toward achieving the indicators set in public policy documents on stimulating SME development. |
| Geographic location:<br>*Please state where the project is to be implemented and where specific impacts are to be generated (e.g. country, region, etc.).* | The project will be implemented across the entire territory of the Republic of Moldova. |
| Presentation of the recipient | The Organization for Entrepreneurship Development (abbreviated as ODA) is a public institution under the authority of the Ministry of Economic Development and Digitalization. It operates in accordance with the provisions of its Statute, approved by Government Decision No. 487/2022, and is responsible with implementing the state policy on supporting entrepreneurship development, including small and medium-sized enterprises, in line with the strategies and programs approved by the Government.<br>ODA implements a range of instruments aimed at supporting the development of entrepreneurship through:<br>• providing consultancy, training, and mentoring to improve business management skills;<br>• offering non-reimbursable financial support for certain categories of entrepreneurs or specific investment projects;<br>• facilitating access to finance by issuing credit guarantees, partially compensating interest rates, or providing long-term equity capital. Additionally, ODA acts as a representative of the Ministry of Finance in providing state guarantees under the "Prima Casă" program.<br>In 2024, ODA supported entrepreneurship by providing access to entrepreneurial education for 2,300 individuals, offering €13 million in financial assistance to 596 companies, extending guarantees to 882 businesses, |

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| | facilitating preferential loans for 547 companies, and delivering over 12,200 consultancy sessions.<br>All grants and financial instruments offered by ODA are intended exclusively for the Moldavian entrepreneurs. The funding comes from both the Moldovan government and major development partners, including the European Union, German Agency for International Cooperation, KfW Development Bank, World Bank, Bank Gospodarstwa Krajowego, and other important organization. |
| Project objective/outcome:<br>*Please describe the project objective of the supported measures in one to two sentences.* | The project aims to strengthen the energy resilience of Moldova's SMEs by providing financial support for investments in energy-efficient technologies and renewable energy solutions.<br>The expected outcome is improved energy performance and increased competitiveness of beneficiary enterprises, thereby contributing to national climate objectives and broader sustainability goals. |
| Results/outputs (*Please describe the expected result(s)*) | What are the results/outputs of the planned project?<br>The present proposal is part of a national broader initiative approved at the Government level and consisting of two main components:<br>I. **Provision of technical support to selected SMEs for industrial energy auditing -** Selection of 40 companies eligible for industrial energy audits to identify opportunities for energy efficiency improvements and renewable energy adoption.<br>This component is outside the scope of the current proposal. It is important to highlight that beneficiaries of Component I will be eligible to participate in Component II.<br>II. **Financial support to selected SMEs for Energy Resilience** - Subject of this Proposal. The project will support investments in energy-efficient technologies and renewable energy solutions aimed at reducing conventional energy consumption among beneficiaries.<br>The total available budget for non-reimbursable support will be distributed to selected companies that successfully implement the investment plan. The maximum amount to be allocated to each company is **1 500 000 MDL**, which is approximately **EUR 77 000**, depending on the exchange rate at the time of transfer. Based on ODA's previous experience with grant implementation for re-technologization and energy efficiency measures the **average grant size** amounts to around **825 000 MDL (42 000 EUR)**. Considering this precedent, it is expected that the number of beneficiaries may increase, as smaller average grants would allow for the inclusion of additional participants within the same total budget envelope.<br>This approach ensures both flexibility in fund allocation and optimization of available resources to achieve a broader impact.<br><br>The present action will contribute toward achieving the indicators set under the **CRESTEM IMM Instrument** to fulfil the governmental objectives outlined in public policy documents on stimulating SME development. "CREȘTEM IMM" Instrument is a non-reimbursable financial support mechanism funded by the Government of the Republic of Moldova via ODA, designed to foster the development of micro, small, and medium enterprises in Moldova. Its objectives include promoting digital transformation, technological modernization, energy efficiency, and ecological transition. Beneficiaries may receive grants up to defined ceilings depending on enterprise size and development objective, with increased support for firms founded by women or youth. The total budget of the **CRESTEM IMM Instrument** is 632,500,000 MDL (approx. 31 874 738 EUR), and the program's overall implementation period runs from September 22, 2025, to December 31, 2030. (Annex 1. CRESTEM SME Support Instrument; Annex 2. Operational Manual of the CRESTEM IMM Financial Instrument approved through Council Decision nr.9 din 22.09.25). |

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| | Results/outputs:<br>The objective of the proposed project is to support micro, small, and medium-sized enterprises in reducing their energy consumption and operational costs by co-financing investments in energy-efficient technologies, including the replacement or upgrading of machinery and equipment, as well as renewable energy solutions.<br><br>To which indicators will the measures contribute, and to what extent?<br>Product Indicators:<br>1. 24 and more beneficiaries will receive grant support for energy efficiency and renewable energy projects.<br>2. Total investments mobilized by beneficiaries are expected to reach approximately EUR 4 million.<br>3. 50 existing jobs and more will be maintained, and 20 new jobs created because of improved business performance<br>ODA will ensure the measurement of result indicators within 12 months after the implementation of projects, in line with its ex-post evaluation methodology of instruments.<br><br>Result Indicators (long-term):<br>1. An annual increase of 20% and more in the average turnover of beneficiary SMEs, by 2030.<br>2. 65% and more of supported SMEs report a labour productivity increase of 10% and more per year.<br>3. The number of beneficiaries applying energy efficiency principles through investments in alternative energy sources or energy-saving measures, by purchasing modern equipment/machinery, will increase by 60% until 2028.<br><br>Please estimate the number of beneficiaries:<br>▪ 24 SMEs and more, depending on the requested grant amounts in the investment plans. |
| Milestones | Milestone 1:<br>Event: Launch of Call for Proposals - online invitation for shortlisted companies to apply their investment projects.<br><br>Milestone 2:<br>Event: Signing of grant agreements – individual physical or digital signing with beneficiaries and information about funding specific requirements.<br><br>Milestone 3:<br>Event: Completion of investments plans and grant awarding ceremony - offline event to mark the projects results. |
| Methodology and planned activities for the implementation of the measures:<br>*Please describe the approach, the strategy and the key planned activities (optional: as well as* | The present action will be integrated in the non-reimbursable financial support instrument for SME development – “CREȘTEM IMM” that was approved on 20.09.2025 by the ODA Council and is in line with Government Decision No. 603/2025 approving the Regulation on the drafting, approval, implementation, and monitoring of support instruments for the establishment and development of SMEs financed from the state budget.<br><br>The non-reimbursable financial support instrument for SME development – “CREȘTEM IMM” aims at supporting the development of local entrepreneurship by providing resources and growth opportunities for micro, small, and medium-sized enterprises in the Republic of Moldova, thereby |

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| *their secondary activities).* | contributing to strengthening the national economy and promoting a sustainable business environment.<br><br>The Instrument is developed on the basis of the provisions of Article 9 (21) and Article 11 of Law No. 179/2016 on small and medium-sized enterprises, Article 51 of Law No. 139/2012 on State Aid, Government Decision No. 603/2025 on the approval of the Regulation on the procedure for drafting, approving, implementing, and monitoring support instruments for the establishment and development of small and medium-sized enterprises financed from the state budget, and the Decision of the Competition Council No. 06/2024 approving the Regulation on de minimis aid. This Instrument facilitates entrepreneurs' access to support provided by the Government of the Republic of Moldova and development partners who align with the strategic priorities for SME development. The Instrument is public in nature and is intended for enterprises registered in the Republic of Moldova and defined in accordance with the provisions of Law No. 179/2016.<br><br>**CRESTEM IMM Instrument** has been developed to achieve the governmental objectives set out in public policy documents on stimulating the development of micro, small, and medium-sized enterprises:<br><br>1. National Economic Development Strategy 2030;<br>2. National Programme for Entrepreneurship Promotion and Competitiveness Growth 2023–2027 (PACC);<br>3. Republic of Moldova Growth Plan 2025–2027;<br>4. National Industrial Development Programme 2024–2028;<br>5. Green and Circular Economy Promotion Programme 2024–2028.<br><br>**According to article 8. of CRESTEM IMM Instrument, the conditions set out in agreements concluded with development partners and/or donors may be incorporated into this Instrument by updating both the Instrument itself and its operational implementation manual to reflect any specific applicable requirements or conditions.**<br><br>Based on this article provisions, after signing of Grant Agreement, ODA will update both the Instrument itself and its operational implementation manual to reflect the specific conditions stipulated in the Agreement. The main modifications concern a 50% financial contribution on behalf of selected companies, the project timeframe, the post-investment disbursement of the grant, the requirement of energy audit and GIZ procurement requirements.<br><br>The project will carry out the following activities to reach the expected key activities:<br>**Activity 1. Preliminary Arrangements (Component I)**<br>**A.1.1** Provision of technical support to selected SMEs in the implementation of industrial energy audits (implemented by GIZ).<br><br>**Activity 2. – Project management**<br>**A.2.1 Establishment of the project responsible:** A Project Responsible will be appointed to coordinate, monitor, and ensure the effective implementation of all planned activities. ODA will secure the active involvement of its staff in carrying out the project implementation.<br>**A.2.2 Official request** to Ministry of Economic Development and Digitalization to allocate resources for project administrative costs.<br>**A.2.3 Procurement of equipment:** Acquisition of **five complete computer sets** to strengthen the operational capacity of the project team and ensure efficient management and reporting processes. |

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| | Procurement will include **five full computer sets** (laptop, monitor, keyboard, mouse, and other necessary peripherals) to enhance ODA's project management and operational capacity.<br>This procurement is essential due to the current lack of performant IT equipment within ODA, which limits the efficiency of project implementation and monitoring. With the increasing number of staff and the growing pressure to digitalize administrative and reporting processes, the existing hardware is insufficient to meet operational demands.<br>Upgraded IT equipment will ensure reliable access to digital tools, enhance data processing and communication efficiency, and support the overall professionalization and transparency of project management in line with GIZ standards.<br>The procured equipment is necessary for use by the staff involved in the activities under the grant contract and subsequently for monitoring activities.<br>Budget line: 5.1<br><br>**Activity. 3 Non-reimbursable financial support for selected beneficiaries (Component II). Budget line 10.1**<br>ODA is responsible for managing and operationalizing the non-reimbursable financial support. The activities outlined below follow the completion of the pre-selection process and industrial energy audits conducted under Component I (Call for EoI, expert pool creation, and technical assessments).<br>According to the **CRESTEM IMM Instrument** provisions, there are ceilings depending on the SME category and development objective. Given the specific conditions of the current proposal, financial support to third parties will not exceed **50% of the investment plan** and a maximum of **1 500 000 MDL**, (approx. 77 000 EUR**)**. The beneficiary's own contribution will amount to **50% and more** of the final financial support amount. The grant does not include VAT costs.<br><br>**Eligible expenditures for SME development objective: technological modernization and energy efficiency:**<br><br>1. Purchase of modern equipment, machinery, and technological lines intended for industrial, processing, or packaging processes, to replace or supplement existing equipment, with the purpose of increasing efficiency and product quality.<br>2. Purchase of industrial robots for repetitive operations (e.g. welding, assembly, packaging, etc.), as well as systems for the automated handling of raw materials or finished products.<br>3. Purchase of equipment and solutions for modernizing existing technological lines within industrial production or processing.<br>4. Implementation of technologies aimed at increasing the added value of own products and/or ensuring the continuity of the value chain.<br>5. Solar water heating systems, such as solar collectors, pumps, boilers, and inertia tanks, including accessories for installation and related installation costs.<br>6. Photovoltaic panels (including accessories for mounting, inverters, bidirectional meters, and related installation costs) and/or energy storage systems.<br>7. Wind power installations for electricity generation, including installation costs and/or energy storage systems.<br>8. Machinery and technological equipment for the production and/or use of biogas, including installation costs.<br>9. Machinery and installations for heating (air-to-water, ground-to-air, ground-to-water heat pumps, biomass boilers, tanks, boilers), including installation costs.<br><br>It is important to mention that under this project, entrepreneurs will be able to make purchases **only after the signing of the non-reimbursable grant** |

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| | **agreement** with ODA and completion of the procurement procedure according to GIZ requirements.<br>The disbursement of non-reimbursable support will be carried out as a **post-investment**, only after the completion of the investments in accordance with the approved investment project and donor requirements.<br>Eligible enterprises may cover capital shortages through Bank credit sources and/or may benefit, as applicable, from Bank financial guarantees issued by ODA. Bank credit sources may also be accessed in line with the provisions of the Regulation on the activity of the Entrepreneurship and Economic Growth Fund of Moldova, approved by Government Decision No. 94/2023. Financial guarantees are provided under the Regulation on the organization, functioning, and use of the Credit Guarantee Fund for SMEs, approved by the Government Decision No. 709/2022.<br><br>**A.3.1 Preparation of the Call for Proposals (CfP) for shortlisted Companies**<br>▪ Development of the call documents and application guidelines tailored to companies already selected and audited under Component I.<br>**A.3.2 Launch of the Call for Proposals**<br>▪ Publication and dissemination of the dedicated CfP for the shortlisted companies.<br>**A.3.3 Evaluation and selection of investment projects**<br>▪ Assessment of applications based on predefined criteria.<br>▪ Scoring and final selection of 24 or more beneficiaries, depending on the requested grant amounts and available budget.<br>**A.3.4 Implementation of investment plans**<br>▪ Signing of individual grant agreements between ODA and selected companies.<br>▪ Support and advisory to beneficiaries during procurement and installation phases.<br>▪ Receipt and review of final investment plan documents.<br>▪ Post-investment disbursement of financial support to the SMEs.<br>▪ After project completion, in line with ODA requirements, beneficiaries of financial support must undergo **post-financing monitoring and evaluation**. According to the Operational Manual of CRESTEM IMM Instrument the monitoring period for supported enterprises lasts 24 months from the date of submission of the complete set of justificatory documents.<br>**A.3.5 Support to ODA in project reporting, including reporting of investment plans**<br>▪ Consolidation of data and reports to support ODA's institutional reporting and visibility obligations.<br>▪ Technical assistance in adjusting the implementation schedule, where necessary.<br><br>**Activity 4. Visibility of the project**<br>**A.4.1 Organize final event** - physical event will be organized to disseminate project's results and to hold an award ceremony during which grant recipients will be presented with visibility boards acknowledging the financial support provided. The event will require the rental of a suitable venue equipped with all necessary technical facilities, as well as the provision of catering services, live broadcasting, translation, and other related logistical arrangements – budget line 2.1, 2.2 |

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| | **A.4.2 – Elaboration and printing of visibility boards for awarded companies** – Each company that receives non-reimbursable financial support is awarded a visibility board during the ceremony, which should be placed in a visible location at the company to indicate the financial sources of support. The design of the board is coordinated with GIZ – budget line 2.4.<br>**A.4.3 Preparation of success story videos** – subcontracting a specialized company to produce visibility video materials to be disseminated through ODA's social media channels. Budget line 2.3<br><br>**Activity 5. Reporting and closure of the Grant Agreement with GIZ**<br>**A.5.1** Preparation and approval of final report.<br>**A.5.2** Auditing of the Grant Agreement.<br>**A.5.3** Final disbursement to ODA.<br>**A.5.4** Post-financing monitoring of beneficiaries (conducted by ODA outside of project timeline).<br><br>To be mentioned that, considering the specific provisions of the GIZ Grant Agreement concerning financial support to third parties, as well as the reporting procedures related to operational expenses and limited timeframe, ODA did not include **staff or administrative costs** under this project.<br>To address this, ODA has identified an exceptional solution, which has been preliminarily approved by its governance structures. Specifically, the operational costs will be financed from the state budget through the existing CREȘTEM IMM Instrument.<br>This approach will ensure that, upon signing the Grant Agreement with GIZ, ODA can efficiently cover administrative expenses related to the implementation of project activities, while maintaining full compliance with both donor and national financial regulations. |
| Criteria for selecting beneficiaries:<br>*Please name the beneficiaries and state the criteria according to which they are selected.* | How do the public-benefit measures reach the target group?<br>ODA will ensure that the public-benefit measures directly reach the intended target group by conducting the Call for Proposals exclusively among the pre-selected companies that have completed industrial energy audits, thus guaranteeing relevance and readiness for investment in energy efficiency measures. The announcement will be distributed directly to sort-listed companies.<br><br>Is selection fair, non-discriminatory, and transparent (e.g. with regard to diversity)?<br><br>**General eligibility criteria:**<br>Applicants must meet the following requirements:<br>1. **Legal Status** – the recipient must be a legally registered SME (micro, small, or medium-sized enterprise), according to Law 179/2026.<br><br>2. **Economic activities** - carry out economic activity on the territory of the Republic of Moldova for the last **two financial reporting periods** prior to the date of submission of the business plan.<br><br>3. **Reporting to the state authorities** - submitted to the National Bureau of Statistics the financial statements, or to the State Tax Service the unified tax reports, for the last two consecutive years, during which it has operated in the sector targeted by the project or in related sectors. During this period, the enterprise must demonstrate a positive or stable trend in its economic and financial performance, reflected by the maintenance of a positive equity capital. |

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| | 4. **SME status** – the recipient is not part of a group of affiliated enterprises whose total number of employees and turnover or total assets cumulatively exceed the thresholds for defining small and medium-sized enterprises, as set out in Article 4 of Law No. 179/2016 on Small and Medium-Sized Enterprises.<br><br>5. **Activity sector** – the recipient is acting in the sectors of activity defined in **Table 4.**<br><br>6. **Financial Standing** – the recipient is financially solvent, not under insolvency or bankruptcy proceedings, and holds no overdue liabilities to state authorities.<br><br>7. **Co-financing** – the SME must commit to 50% and more of own co-financing in the project.<br><br>**Additional eligibility criteria and the selection process are defined in Table 4.** The selection process will follow clear, pre-defined criteria, ensuring equal opportunity for all eligible applicants. Evaluation will be based solely on merit, technical feasibility, and compliance with program requirements, without discrimination on the grounds of gender, ethnicity, or any other status.<br><br>The standard mechanism for implementing ODA's non-reimbursable funding instruments is presented in **Annex 3.** The operational procedures and implementation stages are described in detail in the "CREȘTEM IMM" instrument and Operational Manual, approved by the ODA Council on September 22, 2025, which serves as a comprehensive guide to the processes that must be followed by both beneficiaries and ODA divisions.<br>To be mentioned that ODA ensures a clear division of responsibilities in the execution of support programs. The Operations Directorate, along with the Information and Consultancy Centre, is responsible for managing the receipt and processing of applications, as well as providing guidance and support to applicants. Once the initial processing is complete, applications are forwarded to the Compliance, Funding, and Risk Directorate for further evaluation. This evaluation is divided into four key stages: compliance review, economic and financial analysis, investment project assessment, and risk analysis. The final decision on whether to approve or reject an application is made by the Financing and Risk Committee (CFR), based on the evaluation report submitted by the Compliance, Funding, and Risk Directorate. This step marks the transition to the financing and project execution phase conducted by Program Implementation Unit. The final process is Compliance Monitoring and Post-Financing Risks Division that ensures on-site inspections, review of supporting documentation, and successful finalization of monitoring stage. |
| Own contribution and/or third-party financing | Each selected beneficiary company will ensure 50% and more of the eligible reported costs according to their approved investment plans. |

<table>
<tr>
<td>Risk and damage limitation<br>Please describe the technical, political and economic risks and challenges.</td>
<td>
<table>
<tr><th>Risk</th><th>Risk level</th><th>Mitigation measures</th></tr>
<tr><td>Limited number of eligible investment plans</td><td>low</td><td>Shortlisted companies will benefit from technical expertise in the component I.</td></tr>
<tr><td>Short-listed companies prioritise state budget grants over present project funding</td><td>medium</td><td>Contractual clause in component I with beneficiaries – include a dedicated clause whereby the entrepreneur formally accepts the procurement conditions stipulated by the funding partner.</td></tr>
<tr><td>Delays related to procurement requirements applicable to SMEs</td><td>high</td><td>Preparation of procurement packages by contracted experts (including technical specifications derived from energy audits) to support SMEs in running compliant and efficient procurement processes.<br>Continuous technical assistance and guidance from ODA to ensure that SMEs avoid procedural mistakes and manage procurement within the required deadlines.</td></tr>
<tr><td>Limited implementation timeframe</td><td>high</td><td>Facilitate access of entrepreneurs without sufficient resources to investment credit lines provided by the national banking system (leveraging FACEM and the Credit Guarantee Fund) to enable upfront financing of projects, with grant disbursements made only after verified successful implementation in accordance with GIZ and ODA requirements.<br>Justification of possible extensions, supported by documented evidence (supplier delays, import procedures, etc.), to ensure flexibility while maintaining compliance with grant rules.</td></tr>
<tr><td>Non-eligible expenditures</td><td>medium</td><td>ODA will transfer the grant to the final beneficiary as a post-investment, once the successful implementation of the activities, in compliance with GIZ and ODA requirements, is proven.</td></tr>
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<td>Sustainability.<br>Please outline how the results are to be secured and maintained after completion of the project.</td>
<td>Do the public-benefit measures have (positive) impacts on sustainability? Are sustainability topics covered?<br><br>The project ensures a long-lasting impact through a combination of durable investments, co-financing mechanisms, and institutional alignment. Grant-funded upgrades—such as energy-efficient equipment and renewable energy systems—will continue to generate cost savings and environmental benefits well beyond the project's duration.<br>The 50% co-financing requirement secures strong ownership from SMEs, while technical assistance provided during audits and implementation strengthens their capacity to maintain and expand energy-saving practices.<br>As a public-benefit measure, the project contributes to Moldova's strategic priority under the European Moldova 2030 strategy by promoting energy efficiency, reducing greenhouse gas emissions, and supporting sustainable</td>
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| | |
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| | economic growth. It improves the competitiveness of local businesses while advancing national energy and climate objectives.<br>ODA will oversee implementation and post-grant monitoring to ensure the continuity and visibility of results. |
| Monitoring, evaluation and reports: | Monitoring activities begin immediately after the beneficiary completes the investment project, following the end of the funding process and the submission of the full set of supporting documents regarding the investment. The monitoring period of the beneficiaries of financial support lasts for 24 months from the date the complete documentation set, detailing the use of financial resources, is submitted. The monitoring process will be conducted in accordance with the ODA internal procedures. For SMEs recipients of non - reimbursable financing within this project, the reporting and monitoring will take place after the implementation period and will continue beyond the project's completion under P.I. ODA's responsibility. Monitoring is conducted in several stages: (i) desk monitoring, (ii) post-financing monitoring, and (iii) final monitoring. |

Table 1. Project log frame

| | **Project summary** | **Indicators** | **Means of verification** | **Risks/assumptions** |
|---|---|---|---|---|
| **Project objective (outcome)** | Objective—to increase the energy resilience of Moldova's SMEs by providing financial support for investments in energy-efficient technologies and renewable energy solutions.<br>The outcome is improved energy performance and enhanced competitiveness of beneficiary enterprises, contributing to national climate and sustainability goals. | % increase in energy efficiency among beneficiary SMEs; number of SMEs adopting renewable energy solutions. | Energy audit reports; beneficiary progress reports, project monitoring data. | SMEs' willingness and capacity to co-finance investments; stability of national policies on energy efficiency and renewable. |
| **Results (outputs)** | Financial support for 24 and more beneficiaries. | Number of SMEs receiving grants (min. 24). | Signed grant agreements; transfer confirmations. | Failure to meet the minimum number of applicants who comply with all grant application requirements. |
| **Activities/measures** | **Activity 1. Preliminary Arrangements** | Number of SMEs receiving technical | Reports on industrial energy audit. | Sufficient SME interest in energy audits. |

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| | | support for industrial energy audits. | | |
| | **Activity 2. – Project management** | 5 sets of technical equipment for project team installed | Procurement documentation, photo evidence | |
| | **Activity. 3 Non-reimbursable financial support for selected beneficiaries** | Number of grants awarded. | Transfer of the grants to the final beneficiaries. | Failure to meet the minimum number of applicants who comply with all grant application requirements |
| | **Activity 4. Visibility of the project** | Number of visibility boards printed, 1 final event organized, 3 success videos elaborated | The visibility boards will be exposed at the premises of the SMEs; online posts about the final event and success stories will be placed. | Visibility requirements properly implemented by ODA and SMEs |
| | **Activity 5. Reporting and closure of the Grant Agreement with GIZ** | Final report approved; final disbursement to ODA transferred | | Limited implementation timeframe, non-eligible expenditures |

Table 2. Plan of activities

| **Activity** | **secondary activities** | **Objectives** |
|---|---|---|
| **Activity 1. Preliminary Arrangements (Component I)** | A.1.1 Provision of technical support to selected SMEs in industrial energy audits. | Foster sustainable growth and energy efficiency. |
| **Activity 2. – Project management** | Establishment of a project responsible to coordinate and monitor implementation, submission of an official request to allocation of administrative cost resources, and procurement of necessary equipment to support project activities. | To ensure the effective coordination, implementation, and monitoring of all project activities in compliance with GIZ and national procedures. |
| **Activity. 3 Financial support for selected beneficiaries (Component II)** | A.3.1 Preparation of the Call for Proposals (CfP) for shortlisted Companies | To provide direct financial support to selected SMEs through a competitive and transparent process, enabling the implementation of investment projects |
| | A.3.2 Launch of the Call for Proposals | |

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| | A32.3 Evaluation and selection of investment projects | that enhance competitiveness and sustainability. |
| | A.3.4 Implementation of investment plans | |
| | A.3.5 Support to ODA in project reporting, including reporting of investment plans | |
| **Activity 4. Visibility of the project** | A.4.1 Organization if Final Event | To ensure wide visibility and awareness of the project's objectives, activities, and results among stakeholders, beneficiaries, and general public. |
| | A.4.2 – Elaboration and printing of visibility boards for awarded companies | |
| | A.4.3. Preparation of success story videos | |
| **Activity 5. Reporting and closure of the Grant Agreement with GIZ** | Preparation and approval of the final report, auditing of the Grant Agreement, and execution of the final disbursement to ODA. | To ensure proper completion, disbursement and closure of the project in line with GIZ requirements. |

Table 3. Timetable

| Secondary activities | M1 | M2 | M3 | M 4 | M5 | M6 | M7 | M8 | M9 | M10 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Activity 1. Preliminary Arrangements – Component I** | | | | | | | | | | | | | | | | | | | | |
| A.1.1 Provision of technical support to selected SMEs for energy audits (Component I) | | | | | | | | | | | | | | | | | | | | |
| **Activity 2. – Project management** | | | | | | | | | | | | | | | | | | | | |
| A2.3 Procurement | | | | | | | | | | | | | | | | | | | | |
| **Activity. 3 Financial support for selected beneficiaries (Component II)** | | | | | | | | | | | | | | | | | | | | |
| A.3.1 Preparation of the Call for Proposals (CfP) for shortlisted Companies | | | | | | | | | | | | | | | | | | | | |
| A.3.2 Launch of the Call for Proposals | | | | | | | | | | | | | | | | | | | | |
| A.3.3 Evaluation and selection of investment projects | | | | | | | | | | | | | | | | | | | | |

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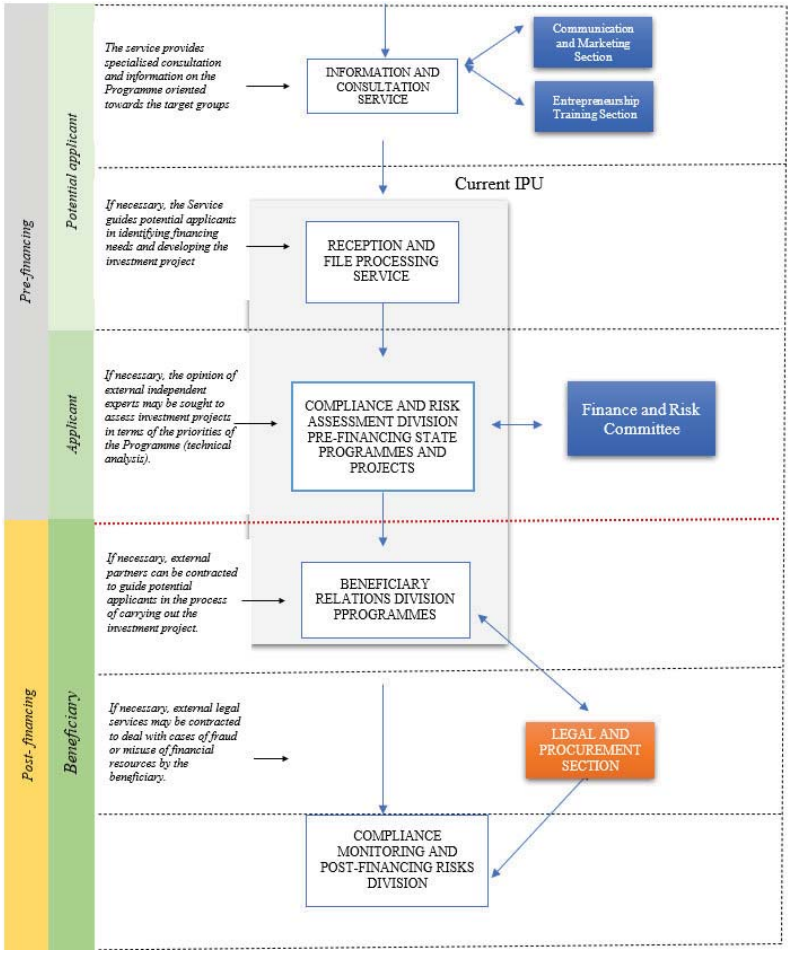
| A.3.4 Implementation of investment plans | | | | | | | | | | | | | | | | | | | | |
| A.3.5 Support to ODA in monitoring of investment plans | | | | | | | | | | | | | | | | | | | | |
| **Activity 4. Visibility of the project** | | | | | | | | | | | | | | | | | | | | |
| A.4.1 Final Event | | | | | | | | | | | | | | | | | | | | |
| A.4.2 – Elaboration and printing of visibility boards for awarded company | | | | | | | | | | | | | | | | | | | | |
| A.4.3 Preparation of success story videos | | | | | | | | | | | | | | | | | | | | |
| **Activity 5. Reporting and closure of the Grant Agreement with GIZ** | | | | | | | | | | | | | | | | | | | | |
| A.5.1 Reporting and closure of Grant Agreement | | | | | | | | | | | | | | | | | | | | |
| A.5.2 Auditing of the Grant Agreement. | | | | | | | | | | | | | | | | | | | | |
| A.5.3 Final disbursement to ODA. | | | | | | | | | | | | | | | | | | | | |
| A.5.4 Post-financing monitoring of beneficiaries (24 months) | | | | | | | | | | | | | | | | | | | | |

Table 4. Eligible Economic Activities under the Non-reimbursable Financial Support Instrument for Stimulating the Growth, Modernization and Transformation of SMEs – "CREȘTEM IMM", applicable to the present proposal

| **No** | **Economic Activity Section** | **Class of Eligible Economic Activities (according to the Classification of Activities in the Moldovan Economy – CAEM 2,** approved by Order of the National Bureau of Statistics No. 28 of May 7, 2019) | |
|---|---|---|---|
| | | **Modernization and ReTechnologization of SMEs** | **Energy Efficiency of SMEs** |
| 1 | **A.** AGRICULTURE, FORESTRY AND FISHING | 0111-0322 | 0111-0322 |
| 2 | **B.** MINING INDUSTRY | 0811-0899 | 0811-0899 |

| | | | |
|---|---|---|---|
| 3 | **C.** MANUFACTURING | 1011-3320, exception: 1101; 1104; 1200; 2051; 2540; 3040; 3211 | 1011-3320, exception: 1101; 1104; 1200; 2051; 2540; 3040; 3211 |
| 4 | **D.** ELECTRICITY, GAS, STEAM AND AIR CONDITIONING SUPPLY | 3511-3530 | 3511-3530 |
| 5 | **E.** WATER SUPPLY; SEWERAGE, WASTE MANAGEMENT AND REMEDIATION ACTIVITIES | 3600-3900 | 3600-3900 |
| 6 | **F.** CONSTRUCTION | ineligible | ineligible |
| 7 | **G.** WHOLESALE AND RETAIL TRADE; REPAIR OF MOTOR VEHICLES AND MOTORCYCLES<br>**Economic activities eligible under the Program include:**<br>the fragmentation and redistribution into smaller lots, including the sorting, grading, packaging, repackaging, or bottling of domestic products; waste sorting; cutting of metals, wood, plywood, particle boards, etc., to customer specifications; as well as other similar activities to those listed, which do not result in a modified version of the same product and are classified within this section | ineligible | 4520 |
| 8 | **H.** TRANSPORTATION AND STORAGE | 5210; 5310-5320 | 5210; 5310-5320 |
| 9 | **I.** ACCOMMODATION AND FOOD SERVICE ACTIVITIES | ineligible | 5510-5630 |
| 10 | **J.** INFORMATION AND COMMUNICATION | ineligible | ineligible |
| 11 | **M.** PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES | ineligible | ineligible |
| 12 | **N.** ADMINISTRATIVE AND SUPPORT SERVICE ACTIVITIES | ineligible | ineligible |
| 13 | **P.** EDUCATION | ineligible | ineligible |
| 14 | **Q.** HUMAN HEALTH AND SOCIAL WORK ACTIVITIES | ineligible | 8610-8899 |
| 15 | **R.** ART, ENTERTAINMENT AND RECREATION | ineligible | 9001-9329; exception: 9200 |
| 16 | **S.** OTHER SERVICE ACTIVITIES | ineligible | 9521-9609 |

**Annex 3. Mechanism of Implementing ODA's non-reimbursable funding instruments**




The operational procedures and implementation stages are described in detail in the "CREȘTEM IMM" instrument and Operational Manual, approved by the ODA Council on September 22, 2025, which serves as a comprehensive guide to the processes that must be followed by both beneficiaries and ODA divisions.

As shown in **Annex 1,** and relevant to the present project, following the launch of the call for proposals, the applications proceed through the following stages:

1. **Submission of the Application File**
The SME submits the complete application file to the **Reception and File Processing Service**. All required documents — including the investment proposal, business plan, financial statements, and declarations — must comply with the Instrument provisions.
Upon receipt, the file is registered and assigned a unique identification code for monitoring throughout the evaluation and approval process.

2. **Eligibility Check**
The **Reception and File Processing Service** carries out the **eligibility verification** of applications. **Compliance analysis** involves examining the application file in terms of the applicant's compliance with the eligibility requirements of the Instrument and other conformity aspects.
Only files that meet all eligibility criteria are forwarded for evaluation.

3. **Evaluation and Selection of Applications**
The **Compliance and Risk Assessment Division** performs a detailed **technical and financial evaluation** of eligible files.
After evaluation, the results and recommendations are submitted to the **Finance and Risk Committee (CFR)** for review and approval.

4. **Approval of Financing**
The **Finance and Risk Committee** reviews the evaluation results and supporting documentation. The list of approved beneficiaries is then validated internally and communicated to the relevant divisions for contracting.

5. **Contract Signing.** Following approval by the CFR:
- The **Legal and Procurement Section and Program Implementation Unit** prepares and finalizes the financing agreements;
- Contracts are signed between ODA and each approved beneficiary digitally or physically
- The beneficiary becomes officially recognized under the Programme and can start the investment implementation.

This step marks the transition to the financing and project execution phase.

6. **Implementation Support and Verification**
During the execution phase, the Beneficiary Relations Division provide implementation support and conduct progress verification. Activities include:
- Ongoing guidance and technical assistance to beneficiaries to ensure proper project implementation;
- Monitoring of timelines, procurement, and spending according to the financing agreement;
- Verification of intermediate results and compliance with performance indicators;
- Transfer or disbursement of tranches upon successful completion.

7. **Post-Investment Verification (conducted by ODA outside the present project timeframe)**
Upon completion of the investment, the Compliance Monitoring and Post-Financing Risks Division conducts verification to ensure:
- The investment was implemented according to the approved project plan;
- Financial resources were used correctly and efficiently;
- The stated objectives and outputs have been achieved.
  Verification involves on-site inspections, review of supporting documentation, and preparation of final reports.

**Abbreviation list:**

| Abbreviation | Full name |
|---|---|
| SMEs | Micro, Small and Medium-sized Enterprises |
| ODA | Organization for Entrepreneurship Development |
| GIZ | Deutsche Gesellschaft für Internationale Zusammenarbeit |
| CRESTEM IMM Instrument | Non-reimbursable financial support Instrument "CREȘTEM IMM" |
| M&E | Monitoring and Evaluation |
| CFR | Finance and Risk Committee |
| CfP | Call for Proposals |

Annex 5

**The following guidelines shall be followed when communicating activities implemented with the support of the *Strong Businesses and Communities for Moldova* project:**

1. **Project logos:**

The following project logos should be used for publications, agendas of events, presentations, videos, studies, etc. prepared with the support of the project. The form, colour and typeface of the logos are strictly specified. No changes or additions are allowed. The logos should always be used in good quality and placed on a white or pale, single-coloured background and not on picture backgrounds:

White background:




**Note:** The GIZ logo is always used at 80% size in report to the German Cooperation logo.

2. **Communicating the project support:**

All press releases or public statements intended to be made regarding the project support must be approved by GIZ in writing prior to release or disclosure (mandatory only for financing recipients). However, for short references posted about the activities financed by the German Government via GIZ on the beneficiary's website or social media pages, the beneficiary shall not be required to obtain prior written consent from GIZ. For all statements / publications on the project support offered, the beneficiary shall use the following disclaimers or examples:

**Disclaimer RO**

Această activitate are loc cu sprijinul proiectului „Întreprinderi și Comune Puternice pentru Moldova", finanțat de Ministerul German pentru Cooperare Economică și Dezvoltare (BMZ) și Guvernul Elveției, implementat de Agenția de Cooperare Internațională a Germaniei (GIZ).

**Disclaimer EN**

This activity is supported by the "Strong Businesses and Communities for Moldova" project, financed by the German Federal Ministry for Economic Cooperation and Development (BMZ) and the Swiss Government, implemented by the German Development Cooperation through GIZ.

**Disclaimer RU**

Это мероприятие проводится в рамках проекта «Крепкие Предприятия и Сообщества для Молдовы», финансируемого Федеральным министерством экономического

сотрудничества и развития Германии (BMZ) и Правительством Швейцарии. Проект реализуется Обществом международного сотрудничества Германии (GIZ).

**For Social Media posts, the beneficiary can use and tag @GIZMoldova instead of its long name:** Agenția de Cooperare Internațională a Germaniei (GIZ) / the German Development Cooperation through GIZ / Общество международного сотрудничества Германии (GIZ).

* The entry text can be adapted upon necessity (This activity / event / publication, etc.).

**Contacts for Communication and Visibility:**

! Please do not hesitate to consult maria.iatco@giz.de / ana.mirza@giz.de / in case of questions regarding the PR of the supported activities. We also kindly request you to involve us at an early stage for planned PR activities and send for a final approval of graphic banners, articles, project descriptions, etc.)