



ACORDUL
de grant dintre Guvernul Republicii Moldova și
Agenția Japoneză pentru Cooperare Internațională
privind implementarea Proiectului „Îmbunătățirea
echipamentului de digitalizare al Bibliotecii
Naționale”

Chișinău, 14 iulie 2020



COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

Grant Agreement No. 1960650

GRANT AGREEMENT

For

THE PROJECT FOR THE IMPROVEMENT OF DIGITIZATION
EQUIPMENT OF THE NATIONAL LIBRARY

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA

Dated July 14, 2020

Subject to the Exchange of Notes between the Government of Japan and the Government of the Republic of Moldova dated June 29, 2020 concerning Japanese economic cooperation to be extended with a view to promoting the economic and social development of the Republic of Moldova (hereinafter referred to as "the E/N") and the relevant laws and regulations and budgetary appropriations of Japan, the Japan International Cooperation Agency (hereinafter referred to as "JICA") and the Government of the Republic of Moldova (hereinafter referred to as "the Recipient") have agreed to conclude the following grant agreement (hereinafter referred to as "the G/A").

Article 1 Amount and Purpose of the Grant

JICA shall extend a grant up to forty-three million seven hundred thousand Japanese Yen (JPY 43,700,000) (hereinafter referred to as "the Grant") to the Recipient for the purpose of contributing to the implementation of the Project for the Improvement of Digitization Equipment of the National Library mentioned in sub-paragraph (1) of paragraph 1 of the E/N (hereinafter referred to as "the Project") whose details are described in Schedule 1 attached hereto.

Article 2 Availability of the Grant

The Grant shall be available in the form of a disbursement by JICA during the period between the date of entry into force of the G/A and November 30, 2022.

Article 3 Use of the Grant

The Recipient shall use the Grant properly and exclusively to cover payments to suppliers, contractors and/or consultants (hereinafter collectively referred to as "the Supplier(s)") of eligible nationality described in Section 2 of Schedule 2 attached hereto for purchases of products and/or services of eligible source countries described in Section 3 of Schedule 2 attached hereto necessary for the implementation of the Project.

Article 4 Administration of Grant

- (1) The Recipient shall designate National Library of the Republic of Moldova as the executing agency (hereinafter referred to as "the Executing Agency") to implement the Project on behalf of the Recipient. The Recipient shall cause the Executing Agency to perform any of the obligations owed by the Recipient, and shall assume responsibility for all actions of the Executing Agency concerning the Project.
- (2) The Recipient shall retain a consultant for the implementation of the Project. The

consultant shall be recommended to the Recipient by JICA. Such recommendation of the consultant by JICA does not mean that JICA shall assume the responsibilities which the consultant shall bear to the Recipient.

- (3) Should the funds available from the Grant be insufficient for the implementation of the Project, the Recipient shall make arrangements promptly to provide such funds as shall be needed.

Article 5 General Terms and Conditions

- (1) JICA and the Recipient shall abide by the provisions of JICA's General Terms and Conditions for Japanese Grant, dated January 2016 (hereinafter referred to as "the GTC").
- (2) The details for procurement stipulated in Section 2.01 of the GTC are described in Schedule 2 attached hereto.
- (3) The disbursement procedure stipulated in Section 3.01 of the GTC is described in Schedule 3 attached hereto.
- (4) The addresses stipulated in Section 7.03 of the GTC are as follows:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
Middle East and Europe Department
5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, JAPAN
Attention: Director General

with a copy to:

JAPAN INTERNATIONAL COOPERATION AGENCY
Financial Cooperation Implementation Department
5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, JAPAN
Attention: Director General

For the Recipient

Postal address:

Ministry of Education, Culture and Research
Piata Marii Adunari Nationale 1
MD-2033, Chisinau, THE REPUBLIC OF MOLDOVA
Attention: Minister

For the Executing Agency

Postal address:

National Library of the Republic of Moldova

31 August 1989 Street, 78-A,

MD-2012, Chisinau, THE REPUBLIC OF MOLDOVA

Attention: General Director

Article 6 Other Obligations of the Recipient

- (1) The Recipient shall perform obligations described in Section 4 of Schedule 2 and Schedule 4 attached hereto.
- (2) The Recipient shall ensure that no official of the Recipient undertakes any part of the work under the contract on the purchase of the products and/or services necessary for the implementation of the Project.
- (3) The Recipient shall furnish JICA with reports on the progress of the Project according to an agreed schedule until the Project is completed, in such form and in such detail as JICA may reasonably request. Promptly, but in any event not later than six (6) months after completion of the Project, the Recipient shall furnish JICA with a report concerning completion of the Project in such form and in such detail as JICA may reasonably request.

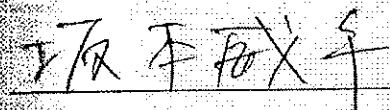
Article 7 Headings

The headings of Articles herein are inserted for convenient reference only and shall not be interpreted to limit or otherwise affect the provisions of the G/A.

IN WITNESS WHEREOF, JICA and the Recipient, acting through their duly authorized representatives, have caused the G/A to be duly executed in their respective names and signed at Chisinau, as of the day and year first above written.

For

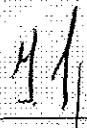
JAPAN INTERNATIONAL
COOPERATION AGENCY



SAKAMOTO Takema
Director General
Middle East and Europe Department
JICA

For

THE GOVERNMENT OF THE
REPUBLIC OF MOLDOVA



SAROV Igor
Minister of Education, Culture
and Research

Schedule 1

Details of the Project

(1) **Objective:**

The objective of the Project is to preserve Moldova's historical, cultural and general interest resources available at the National Library of the Republic of Moldova and its partner institutes and to increase the accessibility to those resources for the Moldovan people by improving equipment for the National Library of the Republic of Moldova necessary for digitizing, indexing and preserving the resources, and thereby contributing to betterment of quality of public services.

(2) **Location:**

National Library of the Republic of Moldova

(3) **Scope of the Work:**

- (a) procurement and installation of equipment
- (b) consulting services

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Schedule 2

Details for Procurement

Section 1. Guidelines to be used for procurement under the Grant

In order to ensure the proper and exclusive use of the Grant, the products and/or services necessary for the implementation of the Project shall be procured in accordance with JICA's Procurement Guidelines for the Japanese Grants (Type I), dated January 2016 [hereinafter referred to as "the Procurement Guidelines"]].

Section 2. Eligible Nationality

(1) The eligible nationality of the Supplier(s) shall be Japanese nationals in the case of the Supplier(s) that will execute a contract directly with the Recipient for the implementation of the Project.

(2) With regard to sub-section (1) above, the term "Japanese nationals" means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons as described in paragraph 4 of the E/N.

(3) Such contracts as stipulated in sub-section (1) above shall be denominated in Japanese Yen.

Section 3. Eligible Source Countries

(1) The eligible source countries shall be Japan and the country of the Recipient for the purchase of products and/or services for the implementation of the Project.

(2) Notwithstanding sub-section (1) above, when JICA and the Recipient deem it necessary, the Grant may be used for the purchase of products and/or services of countries other than Japan or the country of the Recipient for the implementation of the Project.

Section 4. JICA's Review

With regard to the Recipient's procurement procedures and decisions, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions. The Recipient shall also submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. When JICA has no objection to such documents, JICA shall inform the Recipient its concurrence accordingly. JICA's right to perform such review and concurrence shall not be deemed to be an obligation of JICA. The Recipient shall not be exempted from any of its obligations under

the task due to HCA's election to perform any such review.

4.3. Election of the contract for consultants

The original contract for the consultant shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

4.4. Procurement procedures other than competitive bidding

Descriptions of proposed procurement procedures other than competitive bidding shall be submitted before commencing such procedures when particular circumstances render competitive bidding inappropriate.

4.5. Public announcement for pre-qualification

The contents of the public announcement for pre-qualification shall be submitted before the public announcement is made. Any important amendments to the documents by which such public announcement is to be made shall also be submitted before the documents are sent to prospective bidders.

4.6. Selection of pre-qualification

(i) The list of pre-qualified firms that applied to be selected as the Supplier(s), (ii) the report on the selection process, including the decisions made by the Recipient during the selection, and (iii) other relevant documents shall be submitted promptly after the selection before notification of the result of the pre-qualification to the applicants.

4.7. Bidding procedures

Bidding documents, such as notices and instructions to bidders, the bid form, bid evaluation criteria, and the proposed draft contract, shall be submitted before inviting the submission of bids. Any important amendments to the said documents shall also be submitted before the documents are sent to prospective bidders.

4.8. Analysis of technical proposals

Analysis of technical proposals shall be submitted promptly after the analysis and before inviting the opening of bid prices.

4.9. Analysis of bid prices

Analysis of bid prices shall be submitted promptly after the analysis and before

notification of an award to the successful bidder.

(1) Execution of the contracts for the Supplier(s)

The original contract for the Supplier(s) shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

(2) Allocation of the remaining balance of the Grant

A request for review and concurrence on the allocation of the remaining balance of the Grant with the reason therefor shall be submitted to JICA before any action is taken in relation to the use of the remaining balance of the Grant.

(3) Amendment or termination of contract

(a) The extension of the contract period and the reason which justifies the proposal shall be submitted before the contract is amended; in the situation where the extended period is more than three (3) months or the period between the end of the extended contract period and the deadline of availability of the Grant become less than six (6) months.

(b) Any major amendment or termination of the contract shall be notified to JICA immediately and the original of the contract and other necessary documentation thereon shall also be submitted after signing in order for the amendment of the contract to be verified as eligible for the Grant.

(4) Modification from the original design

A description of any major modification from the original design of the Project shall be submitted before the implementation of any work related to the modified design.

In the absence of doubt, any change which does not constitute a major modification shall not require a major amendment of the contract, as specified by JICA, shall not require the concurrence of JICA.

[To be left blank]

Schedule 3

Disbursement Procedure

Section 1. Banking Arrangement and Authorization to Pay

The Recipient shall conclude the banking arrangement (hereinafter referred to as "the Banking Arrangement") with a bank in Japan (hereinafter referred to as "the Agent Bank") and open an account (hereinafter referred to as "the Grant Account") at the Agent Bank immediately after the signing of the G/A. The Banking Arrangement stipulates the relationship of the Agent Bank and the Recipient with regard to the receipt of the Grant from JICA and payment to the Supplier(s) under the Grant by using an authorization to pay (hereinafter referred to as "the Authorization to Pay"). In order to execute the procedures of the Banking Arrangement, the Recipient shall issue the Authorization to Pay to the Agent Bank in connection with each contract verified by JICA.

Section 2. Procedure

The payment shall be made upon request from the Supplier(s). The request for payment and other required documents shall be submitted from the Supplier(s) to the Agent Bank authorized by the Recipient in the Authorization to Pay, and accordingly these documents shall be submitted to JICA. JICA shall disburse the requested amount of the Grant into the Grant Account in Japanese Yen after confirmation of the submitted request for payment and other required documents. The Agent Bank shall make the payment to the Supplier(s) from the Grant Account on behalf of the Recipient after the request of the Recipient.

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Schedule 4

Obligations of the Recipient

In accordance with the obligations of the Recipient stipulated in the E/N, the Recipient shall undertake the obligations listed in the tables below. JICA and the Recipient may amend these items in time separately in writing on the items, deadlines and other matters stipulated in the tables below within the scope of the obligations stipulated in the E/N.

The following obligations of the Recipient which will not be funded with the Grant

are shown in the following table.

Items	Deadline	In charge	Cost	Ref.
Open Bank Account (Banking Arrangement (B/A))	within 1 month after the signing of G/A	MoECR / NLRM	-	
Deposit A/P to a bank in Japan (the Agent Bank) for the payment to the consultant	within 1 month after the signing of the contract	MoECR / NLRM	-	
Pay the following commissions to a bank of Japan for the banking services based upon the B/A			Approx. 114EUR	
- Agency commission of A/P	within 1 month after the signing of the contract	MoECR / NLRM	-	
- Payment commission for A/P	every payment	MoECR / NLRM	-	
Submit Project monitoring Report (with the result of Detail Survey)	end of DD	NLRM	-	
Submit a representative of the Government of Moldova to the tender before its notification.	Before the notification of the tender	NLRM	-	

During the Project Implementation

Items	Deadline	In charge	Cost	Ref.
1. To open A/P in a bank in Japan (the Agent Bank) for the payment to the Supplier(s)	within 1 month after the signing of the contract	MoECR / NLRM	-	
2. To pay the following commissions to a bank of Japan for the payment services based upon the B/A			Approx. 249EUR	
2-1. Following commission of A/P	within 1 month after the signing of the contract	MoECR / NLRM	-	
2-2. Payment commission for A/P	every payment	MoECR / NLRM	-	
3. To undertake the facilities and to secure appropriate storage space for the equipment procured under the Project	before the arrival of the equipment	MoECR / NLRM	200,000 MDL-	
4. To undertake prompt customs clearance and to assist the Supplier(s) with internal transportation in recipient country			-	
5. To undertake necessary procedures for tax exemption and customs clearance of the products	during the Project	MoECR / NLRM	-	
6. To assist the Supplier(s) with internal transportation in recipient country	during the Project	NLRM	-	

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Identifying and registering physical persons and/or physical entities in host countries whose services may be required in connection with the supply of the products and/or the services and the extent to which it may be necessary for their entry into the country of the Recipient and stay therein for the performance of the work.	during the Project	NLRM	-	
Identifying and estimating duties, internal taxes and other fiscal obligations that may be imposed in the country of the Recipient in connection with the purchase of the Products and/or the services to be imported.	during the Project	MoECR / NLRM	-	
Identifying the expenses, other than those to be borne by the Recipient, for the implementation of the Project, including construction of the facilities.	during the Project	MoECR / NLRM	-	
Submitting Project Monitoring Report after each work under the contract(s) such as shipping, hand over, installation and operational training	within one month after completion of each work	NLRM	-	
Submitting Project Monitoring Report (final)	within one month after signing of Certificate of Completion for the works under the contract(s)	NLRM	-	
Submitting a report concerning completion of the Project	within six months after completion of the Project	NLRM	-	
Submitting a report for distribution of electricity and other facilities necessary for the implementation of the Project.	during the Project	NLRM	-	
Submitting an environmental and social consideration in the implementation of the Project.	during the Project	NLRM	-	
Submitting a report on persons engaged in the implementation	during the Project	NLRM	-	

3) After the Project

NO	Items	Deadline	In charge	Cost	Ref.
1	To maintain and use properly and effectively the equipment provided under the Grant Aid 1) Allocation of maintenance cost, including the budget necessary for the purchase of repair parts and consumables, repair, and use/maintenance of the equipment 2) Operation and maintenance structure 3) Routine check/Periodic inspection	After completion of the Project	NLRM	-	
2	To hold a handover ceremony	After completion of the Project	NLRM	-	
3	To conduct a public recognition through WEB site, catalogue, brochure of NLRM, and mass media of the country.	After completion of the Project	NLRM	-	

(B/A: Banking Arrangement, A/P: Authorization to pay, N/A: Not Applicable, MoECR: Ministry of Education, Culture and Research, NLRM: National Library of the Republic of Moldova)

(2) Other obligations of the Recipient funded with the Grant

No	Items	Deadline	Cost Estimated (Million Japanese Yen)*	Ref
1	To provide equipment with installation and initial training 1) To conduct the following transportation a) Marine transportation of the products from Japan to the recipient country b) Internal transportation from the port of disembarkation to the project site 2) Cost for installation and set-up of the equipment at the project site 3) Cost for initial training at the project site	during the Project	-	
2	To implement detailed design, tender support and procurement supervision (Consulting Service)	during the Project	-	
	Total		43.7	

(Note) Progress of the obligations of the Recipient may be confirmed and updated from time to time in a written form between JICA and the Recipient.

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Prin prezenta confirm că textul alăturat este o copie autentică a Acordului de grant dintre Guvernul Republicii Moldova și Agenția Japoneză pentru Cooperare Internațională privind implementarea Proiectului „Îmbunătățirea echipamentului de digitalizare al Bibliotecii Naționale”, semnat la Chișinău, la 14 iulie 2020, originalul cărui este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Vilen MURZAC,
Șef a.i. al Direcției Drept Internațional
a Ministerului Afacerilor Externe și
Integrării Europene