



**ACORD DE GRANT,
prin schimb de note, între Guvernul Republicii
Moldova și Guvernul Japoniei în vederea realizării
Programului de granturi nonproiect în domeniul
educației**

Chișinău, 15 aprilie 2015



**COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ**

Embassy of Japan
KYIV

Chisinau, April 15, 2015

Excellency,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the Republic of Moldova concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following understanding:

1. For the purpose of contributing to promotion of the economic and social development efforts by the Government of the Republic of Moldova, the Government of Japan shall extend to the Government of the Republic of Moldova, in accordance with the relevant laws and regulations of Japan, a grant of one hundred million Japanese Yen (¥100,000,000) (hereinafter referred to as "the Grant").

2. (1) The Grant and its accrued interest shall be used by the Government of the Republic of Moldova properly and exclusively for the purchase of products enumerated in a list to be mutually agreed upon between the authorities concerned of the two Governments and services incidental to such products, provided that those products are produced in eligible source countries.

(2) The list mentioned in sub-paragraph (1) above will be subject to modifications which may be agreed upon between the authorities concerned of the two Governments.

(3) The scope of the eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

3. (1) The Government of the Republic of Moldova shall open a yen ordinary deposit account at a bank in Japan in the name of the Government of the Republic of Moldova (hereinafter referred to as "the Account") within fourteen days after the date of entry into force of the present understanding and shall notify in writing the Government of Japan of the completion of the procedure for opening the Account within seven days after the date of the opening of the Account.

(2) The sole purpose of the Account is to receive the payment in Japanese yen by the Government of Japan referred to in paragraph 4 as well as to make payments necessary for the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2, and such other payment as may be agreed upon between the authorities concerned of the two Governments.

His Excellency
Chiril GABURICI
Prime Minister
of the Republic of Moldova

Embassy of Japan
KYIV

4. The Government of Japan shall execute the Grant by making payment in Japanese yen of the amount referred to in paragraph 1 to the Account during the period between the date of receipt of the written notification referred to in sub-paragraph (1) of paragraph 3 and March 31, 2016. The period may be extended by mutual consent between the authorities concerned of the two Governments.

5. (1) The Government of the Republic of Moldova shall take necessary measures:

(a) to ensure that the Grant and its accrued interest be completely disbursed from the Account to be ready for the procurement of goods or services within a period of twelve months after the date of the execution of the Grant unless the period is extended by mutual consent between the authorities concerned of the two Governments and to refund the amount remaining in the Account after the period to the Government of Japan;

(b) to ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the Republic of Moldova with respect to the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2 shall not be borne by the Grant and its accrued interest;

(c) to ensure that the Grant and its accrued interest be used properly and effectively for promotion of the economic and social development efforts;

(d) to present to the Government of Japan a report prepared in a written form acceptable to the Government of Japan on the transactions on the Account together with copies of contracts, vouchers and other documents concerning the relevant transactions without delay when the Grant and its accrued interest are completely used for the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2, or when the period for the use of the Grant and its accrued interest expires in accordance with the provisions of (a) above, or upon request by the Government of Japan; and

(e) to give due environmental and social consideration in the uses of the Grant and its accrued interest.

(2) Upon request, the Government of the Republic of Moldova shall provide the Government of Japan with necessary information on the Grant.

(3) The products purchased under the Grant and its accrued interest shall not be re-exported from the Republic of Moldova.

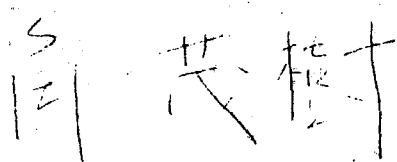
6. Further procedural details for the implementation of the present understanding shall be agreed upon through consultation between the authorities concerned of the two Governments.

assy of Japan
KYIV

7. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Moldova the foregoing understanding shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Moldova of the completion of necessary domestic procedures for the entry into force of such agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.


Shigeki SUMI
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Moldova

**GUVERNUL
REPUBLICII MOLDOVA**



**GOVERNMENT
OF THE REPUBLIC OF MOLDOVA**

Nr. _____

Chişinău

„ 15 ” APRIL 2016

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"Excellency,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the Republic of Moldova concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations' between the two countries, and to propose on behalf of the Government of Japan the following understanding:

1. For the purpose of contributing to promotion of the economic and social development efforts by the Government of the Republic of Moldova, the Government of Japan shall extend to the Government of the Republic of Moldova, in accordance with the relevant laws and regulations of Japan, a grant of one hundred million Japanese Yen (¥100,000,000) (hereinafter referred to as "the Grant").

2. (1) The Grant and its accrued interest shall be used by the Government of the Republic of Moldova properly and exclusively for the purchase of products enumerated in a list to be mutually agreed upon between the authorities concerned of the two Governments and services incidental to such products, provided that those products are produced in eligible source countries.

(2) The list mentioned in sub-paragraph (1) above will be subject to modifications which may be agreed upon between the authorities concerned of the two Governments.

(3) The scope of the eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

3. (1) The Government of the Republic of Moldova shall open a

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yen ordinary deposit account at a bank in Japan in the name of the Government of the Republic of Moldova (hereinafter referred to as "the Account") within fourteen days after the date of entry into force of the present understanding and shall notify in writing the Government of Japan of the completion of the procedure for opening the Account within seven days after the date of the opening of the Account.

(2) The sole purpose of the Account is to receive the payment in Japanese yen by the Government of Japan referred to in paragraph 4 as well as to make payments necessary for the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2, and such other payment as may be agreed upon between the authorities concerned of the two Governments.

4. The Government of Japan shall execute the Grant by making payment in Japanese yen of the amount referred to in paragraph 1 to the Account during the period between the date of receipt of the written notification referred to in sub-paragraph (1) of paragraph 3 and March 31, 2016. The period may be extended by mutual consent between the authorities concerned of the two Governments.

5. (1) The Government of the Republic of Moldova shall take necessary measures:

(a) to ensure that the Grant and its accrued interest be completely disbursed from the Account to be ready for the procurement of goods or services within a period of twelve months after the date of the execution of the Grant unless the period is extended by mutual consent between the authorities concerned of the two Governments and to refund the amount remaining in the Account after the period to the Government of Japan;

(b) to ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the Republic of Moldova with respect to the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2 shall not be borne by the Grant and its accrued interest;

(c) to ensure that the Grant and its accrued interest be used properly and effectively for promotion of the economic and social development efforts;

(d) to present to the Government of Japan a report prepared in a written form acceptable to the Government of Japan on the transactions on the Account together with copies of contracts, vouchers and other documents concerning the relevant transactions without delay when the Grant and its accrued interest are completely used for the purchase of the products and services referred to in sub-paragraph (1) of paragraph 2, or when the period for the use of the Grant and its accrued interest expires in accordance with the provisions of (a) above, or upon request by the Government of Japan; and

(e) to give due environmental and social consideration in the uses of the Grant and its accrued interest.

(2) Upon request, the Government of the Republic of Moldova shall provide the Government of Japan with necessary information on the Grant.

(3) The products purchased under the Grant and its accrued interest shall not be re-exported from the Republic of Moldova.

6. Further procedural details for the implementation of the present understanding shall be agreed upon through consultation between the authorities concerned of the two Governments.

7. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Moldova the foregoing understanding shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Moldova of the completion of necessary domestic procedures for the entry into force of such agreement.

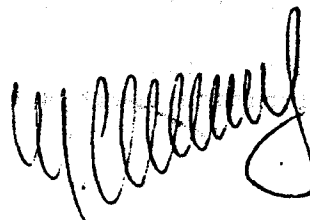
I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration."

I have further the honour to confirm on behalf of the Government of the Republic of Moldova the foregoing understanding and to agree that Your Excellency's Note and this Note in reply

shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Moldova of the completion of necessary domestic procedures for the entry into force of such agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration:

Chiril GABURICI
Prime Minister
of the Republic of Moldova



Agreed Minutes on Procedural Details

With reference to paragraphs 2 and 6 of the Exchange of Notes between the Government of the Republic of Moldova (hereinafter referred to as "the Recipient") and the Government of Japan (hereinafter referred to as "the Donor"), dated April 15, 2015 (hereinafter referred to as "the Exchange of Notes") concerning Japanese economic cooperation to be extended for the purpose of contributing to promotion of the economic and social development efforts by the Recipient (hereinafter referred to as "the Grant"), the representatives of the Recipient and of the Donor wish to record the following procedural details, as agreed upon between the authorities concerned of the two Governments:

1. List of Eligible Products

The products referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes shall be those enumerated in Appendix I, with a view to promoting the economic and social development efforts by the Recipient through using unique, efficient and user-friendly technology of Japanese small and medium sized enterprises.

2. Eligible Source Countries

The eligible source countries referred to in sub-paragraph (3) of paragraph 2 of the Exchange of Notes shall be Japan, unless otherwise decided upon by mutual consent between the authorities concerned of the two Governments.

3. Procurement

(1) The Grant and its accrued interest shall be used for the purchase of the products and the services referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes with due attention to economy and efficiency, unless otherwise agreed between the authorities concerned of the two Governments.

(2) In order to ensure compliance with such requirements, it is required that the Recipient employ an independent and competent agent for procurement of the products and services referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes.

The Recipient shall, therefore, conclude an employment contract, in principle within three months after the date of entry into force of the Exchange of Notes, with Japan International Cooperation System (hereinafter referred to as "the Agent") to act on behalf of the Recipient in accordance with the Scope of the Agent's Services as set forth in Appendix II.

(3) The said employment contract shall become effective upon the approval of the Donor in a written form.

(4) The contracts for purchase of the products and services

referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes shall be concluded in Japanese Yen between the Agent and Japanese nationals (The term "Japanese nationals" in the present Agreed Minutes on Procedural Details means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons).

(5) The products and services referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes shall be procured in accordance with the "Procurement Guidelines of Japan's Non-Project Grant Aid", which set forth, inter alia, the procedures of tendering to be followed except where such procedures are inapplicable or inappropriate.

(6) The Recipient shall take necessary measures to expedite utilization of the Grant and its accrued interest, including facilitation of the existing import procedures.

4. The Committee

(1) Within ten days after the date of entry into force of the Exchange of Notes, the Recipient and the Donor shall appoint their representatives who will be members of a consultative committee (hereinafter referred to as "the Committee"), the role of which shall be to discuss any matter that may arise from or in connection with the Exchange of Notes. Immediately after the conclusion of the employment contract referred to in sub-paragraph (2) of paragraph 3 above, the Agent shall appoint its representative who will participate in the Committee meetings as an adviser.

(2) The Committee shall be chaired by the representative of the Recipient. Representatives of other organizations than the Agent may, when necessary, be invited to participate in the Committee meetings to provide advisory services.

(3) The terms of reference of the Committee shall be as set forth in Appendix V.

(4) The first meeting of the Committee shall be held immediately after the approval of the Donor of the employment contract referred to in sub-paragraph (2) of paragraph 3 above. Further meetings will be held upon request of either the Recipient or the Donor. The Agent may advise the Recipient and the Donor on the necessity to call a meeting of the Committee.

5. Disbursement Procedure

Disbursement procedure relating to the procurement of products and incidental services including the Agent's fees under the Grant and its accrued interest shall be as follows:

(1) The Recipient (or its designated authority) and the bank in Japan referred to in sub-paragraph (1) of paragraph 3 of the Exchange of Notes (hereinafter referred to as "the Bank") shall conclude an arrangement regarding transfer of funds in which the

Recipient shall designate the Agent as the representative acting in the name of the Recipient concerning all transfers of funds to the Agent.

(2) The Agent shall make requests to the Bank for transferring of funds to cover expenses necessary for the procurement of eligible products and incidental services and the Agent's related services set forth in Appendix II. Each of the requests shall be accompanied by a detailed estimate of the expenses which is to be covered by the funds transferred and a copy of the approval by the Donor of the contract referred to in sub-paragraph (3) of paragraph 3 above. A copy of the request and of the estimation shall be sent at the same time to the Recipient.

(3) Pursuant to the Agent's request as per sub-paragraph (2) above, the Bank shall notify the Recipient of the request made by the Agent. The Bank shall pay the amount to the Agent from the account referred to in sub-paragraph (1) of paragraph 3 of the Exchange of Notes (hereinafter referred to as "the Account") unless the Recipient makes opposition to such payment within ten working days after the notification by the Bank. The Agent shall make payments to suppliers from the funds received (hereinafter referred to as "the Advances") in accordance with the terms of the contracts with them.

After such payments, the Agent may use the remaining amount of the Advances, if any, for the procurement of other eligible products and incidental services without transferring the said amount back to the Account.

(4) Reimbursement procedure

When the total of the remaining amount in the Account and the remaining amount of the Advances (hereinafter referred to collectively as "the Remaining Amount") is less than 3% of the Grant and its accrued interest excluding the Agent's fees, the Recipient may request the Agent to reimburse the Remaining Amount to the Recipient for payments which have already been made by the Recipient for the procurement of the products, which contribute to promotion of the economic and social development of the Republic of Moldova, provided that such payments have been made on or after the date of entry into force of the Exchange of Notes. The eligible source countries of such products may be all countries and areas except the Republic of Moldova, notwithstanding the provisions of paragraph 2 above.

When the Agent deems the request by the Recipient appropriate, the Agent shall make requests to the Bank for transferring to the Agent the remaining amount in the Account by issuing to the Bank a Certificate of Eligible Procurement for the Remaining Amount certified by both the Recipient and the Agent as per the form set forth in Appendix IV. After such transfer, the Agent shall reimburse the Remaining Amount to the Recipient.

(5) With respect to (a) of sub-paragraph (1) of paragraph 3

of the Exchange of Notes, disbursements from the Account shall be made within a twelve-month period after the date of the execution of the Grant, and no further disbursement shall be made thereafter, unless otherwise agreed between the authorities concerned of the two Governments.

6. Refund of the Remaining Amount

With respect to (a) of sub-paragraph (1) of paragraph 5 of the Exchange of Notes, when the Donor finds, upon the receipt of the termination report pursuant to (d) of sub-paragraph (1) of paragraph 5 of the Exchange of Notes, that the use of the Grant and its accrued interest is incomplete, it shall notify the Recipient of the procedures for refunding of the Remaining Amount. The Recipient shall refund the Remaining Amount to the Donor without delay through such procedures as notified above.

7. Utilization of the products

(1) The Recipient shall take necessary measures:

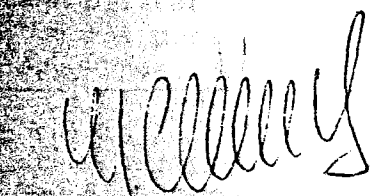
(a) to ensure that the products referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes be utilized; in principle, by end-users including the Recipient itself, for non-commercial purposes;

(b) to ensure that the products referred to in sub-paragraph (1) of paragraph 2 of the Exchange of Notes be maintained and used properly and effectively for promotion of the economic and social development efforts; and

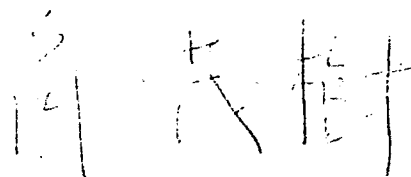
(c) to give due environmental and social consideration in the utilization referred to in (a) above.

(2) The Recipient shall inform the Donor through the Agent of the situation of the utilization referred to in sub-paragraph (1)(a) above upon request by the Donor.

Chisinau, April 15, 2015



Chiril GABURICI
Prime Minister
of the Republic of Moldova



Shigeki SUMI
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Moldova

LIST OF ELIGIBLE PRODUCTS

Category: Chemical machinery/apparatus
Physics and chemistry instrument/appliance
Experimental instrument/appliance, consumables
Laboratory equipment
Analytical instrument/equipment
Physical quantity/physical property/industrial quantity measuring equipment
Test facility
Environment-related measuring equipment
Special purpose equipment divided by field
Heating/cooling equipment
Reagent
Others

Category: Machine tool/apparatus
Machine tool/simplified NC machine
Peripheral apparatus/device for machine tool
Tool
Forging press
Metal mold/dies
Measuring equipment/apparatus
Optical measuring equipment/apparatus
Tester
Machine component/device
Welding machine/heat treatment equipment
Hydraulic/pneumatic drive machine/equipment
Plastic molding machine/equipment
Factory automation system
Industrial washing machine
Industrial robot
Others

Category: Medical instrument/appliance
Patient antemortem inspection/observation instrument
Sampling test instrument
Biological image equipment
Apparatus for operating room/medical treatment
Rehabilitation assistant apparatus
Special purpose apparatus divided by medical department
Apparatus for home treatment/central supply room/medical education
Medicine/chemical/drug
Steel surgical instrument
Medical fitting/provision
Apparatus for orthopedic surgery
Medical textile goods
Heating/cooling equipment
Others

Category: Welfare-related instrument/appliance

- Nursing care equipment/material
- Communication assistant instrument
- Rehabilitation assistant apparatus
- Apparatus for movement/movement assistant
- Others

Category: Electrical and electric equipment/appliance

- Consumer electrical and electric equipment/appliance
- Electrical and electric measuring equipment/instrument
- Electrical and electric component
- Electrical rotating machine/distribution apparatus
- Electric information processing/storage apparatus
- Electric information input-output apparatus
- Others

Category: Precision instrument/appliance

- Optical equipment/apparatus
- Optical measuring equipment/apparatus
- Clock
- Others

Category: Transport machinery/construction machine

- Vehicle/car
- Special-purpose vehicle
- Vessel/ship/boat
- Construction machine/heavy machine
- Apparatus for transport/hoisting/cargo handling
- Others

Category: Agricultural machinery/implement

- Plillage implement/machinery
- Irrigation equipment/apparatus
- Cultivation managing implement/machinery
- Harvest implement/machinery
- Drying & processing implement/machinery
- Grain processing implement/machinery
- Agricultural implement/material
- Veterinary/animal husbandry implement/machinery
- Other agricultural implement/machinery

Category: Education-related instrument/appliance

- Physical education/measuring instrument
- School experimental facility/apparatus
- Audio visual apparatus
- Office machinery/appliance
- School teaching material
- Others

Category: Fishery instrument/appliance

- Oceanographic survey
- Nautical instrument
- Ship-related instrument/appliance
- Fishery instrument/appliance
- Marine safety instrument/device

Others

Category: Fisheries-related machinery/apparatus
Marine product processing machine/apparatus

Category: Surveying/construction equipment
Soil boring equipment
Measuring equipment
Geophysical prospecting equipment
Civil engineering/building construction implement
Mining machinery/equipment
Others

Category: Public facility equipment/article
Luminous body/lighting apparatus
Air conditioning/ventilation equipment
Public facility article/sanitary equipment
Furniture/goods
General-purpose parts/accessory for household appliance
Hygiene implement/goods
Others

Category: Industrial machinery/apparatus
Power-driven machinery/pump/compressor/blower etc.
Convenience/tool
Food processing machine/apparatus

Category: Industrial machinery/apparatus
Textile machinery/sewing machine
General-purpose parts/accessory for industrial machinery/apparatus
Other industrial machinery/apparatus

Category: Motor and internal-combustion engine
Motor and internal-combustion engine

Category: Other general instrumentation/apparatus
Safety instrument/device
Automatic service equipment
Others

Category: Pollution prevention equipment
Waste treatment equipment/apparatus
Vibration isolation equipment/apparatus
Water pollution control equipment/apparatus
Air pollution control equipment/apparatus

Category: Disaster prevention measure equipment/apparatus
Water supply/sanitary equipment/apparatus
Refuge-related equipment/apparatus

Category: Forest machinery/implement
Timber processing machinery/implement
Civil engineering/building construction implement
Harvest implement/machinery

Village implement/machinery

Category: Children playground equipment
Park playground equipment

Category: Chemical equipment
Water purification equipment/apparatus

Category: Services
Necessary services related to the eligible products (installation,
training, maintenance, etc.)

Others
Basic products (cable, pipe, screw, nail, hardware, etc.)
Paper products, printed matter, etc.
Wrapping paper, packaging container, etc.
Textile products
Chemical industry products
General fuel, lubricating oil, etc.
Consultant services
Others

Scope of the Agent's Services

Collection of necessary information and provision of advice to Recipient, if necessary, on the products to be procured based on request by the Recipient, including availability of supply of products

Provision of information and advice to the Committee meetings

Ensuring that the Recipient and the end-users fully understand procedures to be employed, where necessary

(1) Preparation of specifications of products for the Recipient, including, where necessary, detailed discussions with the users

(2) Preparation of bid documents appropriate to the type and of products to be procured

(3) Advertisement of bids, where the competitive bidding is held, the wording of which is to be agreed upon between the Recipient and the Donor

(4) Evaluation of bids, including both technical and financial considerations

(5) Submission of recommendations to the Recipient for approval to place order with suppliers

Receipt and utilization of the Advances in accordance with the agreement contract with the Recipient referred to in sub-paragraph 3 of the Agreed Minutes on Procedural Details

Negotiations and conclusion of contracts with suppliers, ensuring satisfactory payment, shipment and inspection arrangements

Checking the progress of supplies to ensure that delivery dates are met

Providing the Recipient and end-users with documents containing detailed information of progress of orders, notification of orders received, amendments to contracts, delivery information, shipping documents, etc.

Payment to suppliers from the Advances

Providing the following documents to the Recipient and the

- (1) Certificate of Eligible Procurement as per Appendix III
- (2) Pro forma invoice

Preparation of quarterly status reports for the Recipient and Donor, covering enquiries, orders, order status, values and any information

Submission of quarterly statements to the Recipient and the detailing balance against the Grant and its accrued interest and disbursements for the quarter

Transferring of the balance of the Advances to the Account for the period referred to in sub-paragraph (5) of paragraph 5 of the agreed Minutes on Procedural Details

Submission to the Donor of an overall evaluation report giving details of all products shipped, source country, delivery value of the products (including relevant charges) and total disbursed and remaining

Certificate of Eligible Procurement

Date:
Ref. No.:

it may concern:

In reference to the pro forma invoice attached hereto, we certify that the procurement complies with all the relevant conditions of the Exchange of Notes between the Government of Japan and the Government of the Republic of Moldova, April 15, 2015, and the Agreed Minutes on Procedural Details between the authorities concerned of the two Governments, dated April 15, 2015.

Following are the principal relevant facts concerning the procurement.

Method of Procurement

(Insert X in appropriate place)

_____ : Competitive Bidding
_____ : Limited Bidding
_____ : Shopping
_____ : Direct Contracting

Products

Name of Products:

Origin:

Cost of Products and Incidental Services

- a. Products:
- b. Freight:
- c. Marine Insurance:
- d. Agent's Fees:
- e. Total (a+b+c+d):

Supplier

Name:

Address:

Nationality:

(Country where the Supplier is incorporated and registered)

Assignee

Name:

Address:

(Signature)

The Agent
Name Title

Certificate of Eligible Procurement
for the Remaining Amount
(Reimbursement Procedure)

Date:

Ref. No.:

With reference to the payment order, the undersigned hereby certify that the procurement related to the said payment order as listed below complies with all the relevant terms and conditions of the Exchange of Notes between the Government of Japan and the Government of the Republic of Moldova, dated April 15, 2015, and the Agreed Minutes on Procedural Details between the authorities concerned of the two Governments, dated April 15, 2015.

The undersigned recipient representative further certifies that the Recipient has neither heretofore applied for reimbursement under the said Exchange of Notes nor for any other financing arrangements with other sources of official assistance in respect of any of the amount requested for reimbursement as covered by the payment order.

The following are the principal relevant facts concerning the procurement.

1.	2.	3.	4.	5.	6.	7.	8.	9.
Trans- action	Purchaser	Supplier (Name)	Nationality of Supplier	Commodity	Origin	Date of Payment	Amount of Payment	Method of Procurement
1.								
2.								
3.								
4.								
.								
.								
.								

The following documents (in one copy) are enclosed herewith for each of the above transactions.

- a. Covering letter made by a negotiating/paying bank
- b. Bill of lading, post parcel receipt or air consignment note
- c. Invoice

Authorized Signature
(the Recipient)
Name, Title

Authorized Signature
(the Agent)
Name, Title

Appendix V

Terms of Reference of the Committee

1. To formulate a time scale plan for the speedy and effective utilization of the Grant and its accrued interest
2. To exchange views on allocations of the Grant and its accrued interest as well as on potential end-users
3. To identify problems which may delay the utilization of the Grant and its accrued interest, and to explore solutions to such problems
4. To exchange views on publicity related to the utilization of the Grant and its accrued interest
5. To discuss any other matter that may arise from or in connection with the Exchange of Notes

Record of Discussions

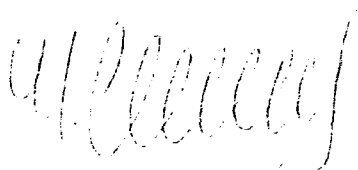
In connection with the Exchange of Notes between the Government of the Republic of Moldova and the Government of Japan concerning Japanese economic cooperation to be extended for the purpose of contributing to promotion of the economic and social development efforts by the Government of the Republic of Moldova, dated April 15, 2015 (hereinafter referred to as "the Exchange of Notes"), the representatives of the Moldovan Delegation and of the Japanese Delegation wish to record the following:

1. With regard to paragraph 2 of the Exchange of Notes, the representative of the Japanese Delegation stated as follows:
The Government of Japan understands that the Government of the Republic of Moldova will take necessary measures to prevent any offer, gift or payment, consideration or benefit which would be construed as a corrupt practice in the Republic of Moldova from being made as an inducement or reward related to the award of the contracts that the agent referred to in sub-paragraph (2) of paragraph 3 of the Agreed Minutes on Procedural Details of the Exchange of Notes will enter into with a view to purchasing the products and services referred to in paragraph 2 of the Exchange of Notes.
2. With regard to sub-paragraph (2) of paragraph 5 of the Exchange of Notes, the representative of the Japanese Delegation stated that the Government of Japan understands that:
 - (a) necessary information includes information on corrupt practice related to the grant referred to in paragraph 1 of the Exchange of Notes; and
 - (b) the Government of the Republic of Moldova will ensure fair treatment of sources of such information.
3. The representative of the Moldovan Delegation stated that the Moldovan Delegation has no objection to the statement by the representative of the Japanese Delegation referred to above.

Chisinau, April 15, 2015 .

Chiril GABURICI
Prime Minister
of the Republic of Moldova

Shigeki SUMI
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Moldova



Prin prezenta confirm că textul alăturat este o copie autentică de pe Acordul de grant, prin schimb de note, între Guvernul Republicii Moldova și Guvernul Japoniei în vederea realizării Programului de granturi nonproiect în domeniul educației (Chișinău, 15 aprilie 2015), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe și Integrării Europene.



Dumitru SOCOLAN,
Șef al Direcției Generale Drept
Internațional a Ministerului Afacerilor
Externe și Integrării Europene al
Republicii Moldova