

# FINANCING AGREEMENT

## Special Conditions

The European Community, hereinafter referred to as "the Community", represented by the Commission of the European Communities, hereinafter referred to as "the Commission",  
of the one part, and

The Republic of Moldova, represented by the Government of the Republic of Moldova, hereinafter referred to as "the Partner Country",  
of the other part,  
have agreed as follows:

### ARTICLE 1 - NATURE AND PURPOSE OF THE OPERATION

1.1. The Community shall - under the special conditions set out in this document and its annexes - contribute to the financing of the following joint operational programme for the Cross-border Co-operation 2007-2013:

*Accounting number:* ENPI-CBC/2008/020-285

*Title:* Joint Operational Programme: Black Sea Basin 2007-2013

hereinafter referred to as "the programme" which is described in the document of the joint operational programme (Annex III), hereinafter referred to as "the programme document".

1.2 This programme will be implemented in accordance with the financing agreement and the annexes thereto: the General Conditions (Annex I), Implementing Rules for cross-border cooperation (Commission Regulation (EC) n°951/2007) (Annex II) and the programme document (Annex III).

### ARTICLE 2 – THE COMMUNITY'S FINANCIAL CONTRIBUTION

2.1 The total cost of the programme is estimated at 27 098 773 euro.

2.2 The Community undertakes to finance a maximum of 17 305 944 euro under the ENPI CBC component. The breakdown of the Community's financial contribution is shown in the budget included in the programme document (Annex III).

### **ARTICLE 3 – THE PARTNER COUNTRY'S CONTRIBUTION**

- 3.1 The Partner Country shall contribute the amount to the programme which is sufficient to ensure that the total contribution from all countries or bodies participating in the programme amounts to at least 10% of the Community contribution to the programme, minus the amount of technical assistance financed from the Community contribution.
- 3.2 Where there is a financial or non-financial contribution by the Partner Country, such contribution shall be indicated in the programme document (Annex III).
- 3.3 Co-financing from the own resources of other countries or bodies participating in the joint operational programme is presented in the programme document (Annex III).

### **ARTICLE 4 - PERIOD OF EXECUTION**

The period of execution of the financing agreement as defined in Article 4 of the General Conditions shall commence on the entry into force of the financing agreement and end at 31 December 2016 at the latest.

### **ARTICLE 5 - ADDRESSES**

All communications concerning the implementation of the financing agreement shall be in writing, refer expressly to the programme as identified in Article 1.1 of the present Special Conditions and be sent to the following addresses:

a) **for the Commission**

The Head of Delegation  
Delegation of the European Commission to the Republic of Moldova  
Str. Kogalniceanu, 12  
Chisinau MD-2001  
Republic of Moldova

b) **for the Partner Country**

H.E. Mrs. Zinaida Greceanii  
Prime Minister of the Republic of Moldova  
Government Building  
Piata Marii Adunări Nationale, 1  
Chisinau MD-2033  
Republic of Moldova

c) **for the Joint Managing Authority**

Mr. Iuliu Bara  
General Director  
General Directorate for European Territorial Cooperation  
Romanian Ministry of Development, Public Work and Housing  
12, Libertati Avenue  
Bucharest 5 040129  
Romania

**ARTICLE 6 - ANNEXES**

6.1 The following documents shall be annexed to this agreement and form an integral part thereof:

- Annex I: General Conditions
- Annex II: Implementing Rules for cross-border cooperation (Commission Regulation (EC) n°951/2007)
- Annex III: Description of the joint operational programme ("programme document"), adopted by Commission decision n° C (2008)7406 on 27 November 2008

6.2 In the event of a conflict between the provisions of the Annexes and those of the Special Conditions of the financing agreement, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex I and those of Annex II, the provisions of Annex II shall take precedence. In the event of a conflict between the provisions of Annex I and those of Annex III, the provisions of Annex I shall take precedence. In the event of a conflict between the provisions of Annex II and those of Annex III, the provisions of Annex II shall take precedence.

**ARTICLE 7 – ENTRY INTO FORCE OF THE FINANCING AGREEMENT**

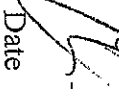
The financing agreement shall enter into force on the date on which it is signed by the last party.

Done in 4 original copies, 2 copies being handed to the Commission, 1 to the Partner Country and 1 to the Joint Managing Authority.

FOR THE COMMISSION

Mr. Marcus Comaro  
Director A,  
EuropeAid Co-operation Office  
Europe, Southern Mediterranean,  
Middle-East and Neighbourhood Policy

Signature



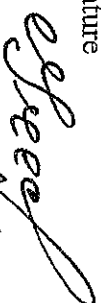
Date

9/11/2008

FOR THE PARTNER COUNTRY

H.E. Mrs. Zinaida Greceanii  
Prime Minister of the Republic of  
Moldova

Signature



Date

20 JUN 2009

FOR THE JOINT MANAGING AUTHORITY

Mr. Iuliu Bara  
General Director  
General Directorate for European Territorial Cooperation  
Romanian Ministry of Development, Public Work and Housing

Signature

Date