



PROJECT
FINANCING AGREEMENT
N°2778

Between

The Prince Albert II of Monaco Foundation with its head office at “Villa Girasole”, 16 boulevard de Suisse, 98000 Monaco, and represented by its Vice President and Chief Executive Officer H.E. Mr Bernard Fautrier, (“the Foundation”)

on the one hand,

and

National Botanical Garden (Institute) ”Alexandru Ciubotaru” with its head office at MD-2002, Pădurii 18 Street, Chisinau, Republic Of Moldova and represented by Rosca Ion - Director Of The National Botanical Garden ”Alexandru Ciubotaru” (“the Beneficiary”),

on the other hand,

Hereinafter individually referred to as “The Party” or collectively “the Parties”.
it is hereby agreed as follows:

Special terms and conditions applicable to this project

Article 1 - Purpose

- 1.1 The purpose of this agreement (“the Agreement”) is for the Foundation to provide funding for the implementation of the project entitled: The Restoration Of The National Botanical Garden (Institute), After The Natural Disaster Of 19-21.04.2017 (“the Project”), the approach and detailed budget of which are stipulated in appendices I and II of the Agreement.
- 1.2 Funding is granted to the Beneficiary in accordance with the terms and conditions stipulated in the Agreement including the special conditions and their appendices of which the Beneficiary declares knowledge and accepts.

Article 2 - Term

2.1 - Project duration

2.1.1 The project begins on: 01/01/2019.

2.1.2 The duration of the project, as stipulated in appendices I and II, shall be 35 months and shall end on: 12/01/2021.

2.2 - Term of the Agreement

2.2.1 The Agreement enters into force on the date upon which both Parties have signed.

2.2.2 The Agreement shall terminate on: 01/12/2021.

Article 3 - Financing of the Project

3.1 The total estimated cost of the Project amounts to **200 000 euros**. Details of this budget can be found in Appendix II.

3.2 The Foundation agrees to finance a maximum amount of **100 000 euros**.

3.3 Notwithstanding article 14.2 of the general conditions applicable to project financing agreements within the framework of the Foundation's programs (Appendix III), expenses incurred prior to the signature date of this agreement, for the initiation of the project as set out in the budget in Appendix II, shall be considered eligible under the terms herein.

Article 4 - Methods of payment and technical and financial reports

4.1 Payment will be made according to the following schedule:

Payment	Report	Amount	Settlement Date
1	/	40 000 euros	Signature of the Agreement
2	Interim	20 000 euros	01/12/2019
3	Interim 2	20 000 euros	01/12/2020
4	Final	20 000 euros	01/12/2021

4.2 All payments are made in Euros.

4.3 Technical and financial reports shall be submitted in support of payment requests in accordance with articles 2 and 15 of appendix III and the sample plan in appendix IV. The payment is made upon reception and approval of the interim and final reports by the Foundation.

4.4 Payment is also submitted to the delivery of documents identified by the present Agreement and more particularly those referenced by the article 7 of the General Conditions.

Article 5 – Information about events organized by the Beneficiary

The Beneficiary shall inform the Foundation, at least two months before each event concerning the Project, about the date and the venue of the Event so as to verify whether a representative is available to attend.

Article 6 – Results of the Project

The Beneficiary undertakes to provide the Foundation with 5 copies of each document produced within the framework of the Project. The Foundation has the right to use these latter will be used by the Foundation for its promotional activities.

Article 7 - Appendices

7.1 The following documents shall be attached to the Special Conditions and form an integral part of this Agreement:

Appendix I: Project description.

Appendix II: Global budget and projected financing plan for the Project.

Appendix III: General Conditions applicable to Project Financing Agreements concluded within the framework of the Foundation's programs.

Appendix IV: Sample plan for interim and final reports.

Appendix V: Financial identification of the Beneficiary.

Appendix VI: List of statements from financial partners.

7.2 In the event of a conflict between the provisions in the appendices and those in the Special Conditions, the latter shall prevail. In the event of a conflict between the provisions in appendix III and those in other appendices, those in appendix III shall prevail.

This Agreement is entered in Monaco and created in English in duplicate, one copy being given to the Foundation and the other to the Beneficiary.

On behalf of the Beneficiary

Rosca Ion

Director Of The Botanical Garden

On behalf of the Foundation

H.E. Mr Bernard Fautrier

Vice President, Chief Executive Officer

[signature]

[18.02.2019]

[signature]

[Date]