

COVENANT OF INTEGRITY

to the Borrower from a Contractor, Supplier or Service Provider to be attached to its Tender (or to the Contract in the case of a negotiated procedure)

Note to the Borrower:

- *It is the Borrower responsibility to report to the CEB any comments the supplier being proposed for award of the contract would have included in this form.*
- *This Covenant of Integrity must be kept by the Borrower and made available, upon request, to the CEB.*

We declare and covenant that neither we nor anyone, including any of our directors, employees or agents, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for *[specify the contract or tender invitation]* (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee or agent acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee or agent has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, or (iii) we have been, or any of our directors, employees, agents, where these exist, acting as aforesaid has been excluded by any of the EU Institutions or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, or Inter-American Development Bank) from participation in a tendering procedure on the grounds of a Prohibited Practice, we give details of that conviction, dismissal, resignation or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Practice in connection with the Contract *[give details if necessary]*.

In the event that we are awarded the Contract, we grant the Borrower, the Council of Europe Development Bank (CEB) and auditors appointed by either of them, the right of inspection of our records. We accept to preserve these records generally in accordance with applicable law but in any case, for at least 5 (five) years from the date of substantial performance of the Contract.

In the event that our proposal is recommended for the award, we acknowledge that the CEB has the authority to withhold its "No Objection" to proposal for contract award or otherwise to declare the contract awarded ineligible for CEB's financing if it determines that we have, directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question.

Furthermore, we acknowledge that the CEB has the authority to cancel the portion of the financing allocated to a contract in question and to take all appropriate action in accordance with its Anti-Corruption Charter, if it determines at any time that representatives of the Borrower or of a beneficiary of the CEB's financing are engaged in any Prohibited Practice during the procurement or the implementation of that contract, without the Borrower having taken timely and appropriate action satisfactory to the CEB to address such practices when they occur.

For the purpose of this Covenant, Prohibited Practice shall have the following meaning:

- **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **“Collusive Practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- **“Obstructive Practice”** means in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice, (a) any act of deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; (b) any act of threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or (c) any act intending to materially impede the exercise of the contractual rights of audit or access to information.

Date: 20.01.2025

Name In the capacity of: Mîrza Serghei

Signed