ADVISORY SERVICES AGREEMENT

On


Between

MINISTRY OF LABOR, FAMILY, SOCIAL PROTECTION AND ELDERLY PERSONS

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 26 Cbr., 2014
AGREEMENT FOR ADVISORY SERVICES


WHEREAS, the Recipient has requested the Bank to provide to the Recipient analytical or advisory services described in the Schedule to this Agreement to support the Recipient with the preparation of a draft Strategic Vision on Social Inclusion and Poverty Reduction for the period 2014-2020, a draft National Strategy and a draft Action Plan on Social Inclusion and Poverty Reduction for the 2014-2020 period (Draft Strategy and Action Plan) and a draft Implementation Plan covering 10-15 flagship initiatives for 2015-2017, which the Bank has agreed to provide upon the terms and conditions contained in this Agreement (the “Advisory Services”);

WHEREAS, the Government of Romania and the Bank have entered into a Memorandum of Understanding on Partnership and Support in the Implementation of the EU Structural and Cohesion Funds in Romania and Modernization of Public Administration dated January 26, 2012.

NOW, therefore, the parties hereto agree as follows:

1. **Appointment.** The Recipient hereby appoints the Bank, and the Bank hereby agrees, to carry out the Advisory Services in the manner set forth in this Agreement, with the same care and diligence as it uses in its other analytical and advisory activities. The appointment of the Bank as adviser to the Recipient hereunder shall be non-exclusive and shall not restrict the Recipient from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall determine the composition of the staff (including staff holding consultant appointments) (“Bank Personnel”) assigned to perform the Advisory Services. Schedule I to this Agreement contains an indicative list of categories of Bank Personnel likely to be involved in carrying out the Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Bank shall inform the Recipient on the appointment of such person(s) when assigned. The Recipient may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). The Recipient shall accord all Personnel the status, immunities and privileges set forth in the Bank’s Articles of Agreement and other applicable rules of international law. For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Recipient and Bank Personnel. Upon the Recipient’s request, the Bank shall provide the CVs of the relevant Personnel assigned to perform the Advisory Services.

3. **Recipient Contacts.** In carrying out the Advisory Services, the Bank will work closely with the designated officials of the Recipient’s Managing Authority for Sectoral Operational Programme Human Resources Development (MASOPHRD). The Recipient will provide the Bank with the names and contact information for the MASOPHRD personnel assigned to work on the activities carried out under this Agreement.
4. **Recipient Contributions.** The Recipient shall carry out the activities and provide the arrangements set out in the Schedules to this Agreement. It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Recipient’s failure to provide its contribution as set forth in this paragraph.

5. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith based in light of information currently available to the Bank, and are given on an indicative basis assuming that: (i) the Recipient and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the Recipient will at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Bank.

6. **Records.** The Bank shall keep appropriate records of the Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Recipient, such information regarding the Advisory Services as the Recipient shall reasonably request.

7. **Intellectual Property.** The intellectual property rights of the parties in any pre-existing reports, studies, analyses or other documents used by the Bank in connection with the Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Advisory Services shall belong to the Recipient; provided, however, that both parties shall have the global and non-exclusive right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in their respective research, papers, publications, websites, and other media without the consent of the other party, subject to the limitations on disclosure of confidential information and any third party rights.

8. **Representation of the Bank’s views and use of the Bank’s name, marks and logo.**
   (a) The Recipient agrees that it shall not represent, or permit the representation of, the Bank’s views without the prior written consent of the Bank.

   (b) The Recipient further agrees that it shall not use, or permit the use of the Bank’s name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank’s usual disclaimers.

   (c) Both parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Advisory Services that the views expressed by the author(s) do not necessarily reflect those of the World Bank, its Board of Executive Directors or the governments they represent.

9. **Confidentiality.** The Parties agree that this Agreement, the outputs set out in Schedule 1 to this Agreement, and any other documents provided or generated in connection with this Agreement shall only be made available to the public after both parties have granted their written consent to such disclosure. For this purpose, each of the parties hereby authorizes the other party to disclose and distribute, publish or otherwise disseminate this Agreement, the outputs set out in the Schedule to this Agreement in their final form, and any other documents in their final form or their related information, provided or generated in connection with this Agreement; provided, however, that the providing party, in its reasonable discretion, may designate in writing any information provided or generated by it as proprietary or confidential. Any document that
includes information so designated must be clearly marked as confidential on the document cover by the providing party. The receiving party may distribute, publish, disseminate or otherwise disclose such document or information contained within only after the providing party has given its prior written consent.

10. **Effectiveness.** This Agreement shall become effective as of the day and year first above written, once it has been duly signed by both parties (the Effective Date).

11. **Payment.**
   (a) The Recipient shall pay the Bank an amount not exceeding one million three hundred and sixty four thousand four hundred and eighty euros (1,364,480 EUR) for the Advisory Services.

   Payments shall be made by the Recipient in tranches, in the account mentioned in the invoice, according to the following schedule:

<table>
<thead>
<tr>
<th>Type of Invoice</th>
<th>Amount of Invoice</th>
<th>Reporting Period covered by the invoice</th>
<th>Timing of issuing the Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance Invoice</td>
<td>10% of the maximum Advisory Services amount</td>
<td>within 21 business days of the effectiveness date of this Agreement and after receipt from the Bank of an invoice</td>
<td></td>
</tr>
<tr>
<td>Intermediary invoices</td>
<td>Time based</td>
<td>Every three calendar months¹</td>
<td>within 30 business days from the end of the reporting period upon submission of the Intermediary Progress Reports</td>
</tr>
<tr>
<td>Final Payment</td>
<td>Time based</td>
<td>Remaining period until the end of the 13th month from the Effective Date</td>
<td>within 30 business days from the end of the 13th month from the Effective Date, upon the submission of the Final Progress Report</td>
</tr>
</tbody>
</table>

   Invoices submitted by the Bank shall be accompanied by supporting documentation specified in Section 11 (c) of this Agreement. Fifty percent (50%) of the amount of the advance will be deducted from each invoice until the advance payment is fully reimbursed. The Bank shall invoice payments in EUR and the Recipient shall pay the invoices in RON within thirty (30) business days of the date of the respective invoice. The exchange rate will be the one of the National Bank of Romania on the date of the issuance of the invoice. The advance payment shall be deducted in RON at the exchange rate it was paid by the Recipient in each individual invoice.

   (b) The Recipient shall pay the Bank for the Advisory Services to reimburse the labor costs for international and local experts at the rates shown in the table below. The invoices submitted by the Bank to the Recipient shall reflect these categories of costs.

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¹ First reporting period - 3 months, considering the month of signing the agreement a full month, no matter the effectiveness date.
<table>
<thead>
<tr>
<th>Category of Experts</th>
<th>Estimated Maximum Number of Days</th>
<th>Daily Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Experts</td>
<td>555</td>
<td>1436 EUR</td>
</tr>
<tr>
<td>Local Experts</td>
<td>1250</td>
<td>454 EUR</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,364,480 EUR</strong></td>
<td></td>
</tr>
</tbody>
</table>

(c) The intermediary and final payments to the Bank shall be made by the Recipient based on the invoices submitted by the Bank accompanied by the following supporting documentation:

- a progress report in English and Romanian submitted 15 business days prior to submitting an invoice in accordance with the schedule in Section (a) above. The progress reports shall list the following: (a) types of activities to date; (b) time spent by the Personnel on the activities, (monthly time-sheets shall be annexed); and (c) a brief summary of findings and conclusions to date. The progress reports shall be in the format provided as Schedule 2 to this Agreement. The format may be modified upon mutual agreement between the Bank and the Recipient. The Recipient shall have 10 business days after submission of a progress report by the Bank to respond to the progress report, after which time it is considered accepted. The Bank agrees to respond to any comments on the progress report received by the Recipient within 5 business days.
- a certification note describing the activities performed during the reporting period signed by the Country Manager or other World Bank designated representative shall be submitted together with the invoice.

All progress reports and outputs as described in the table in paragraph 4 in Schedule I of this Agreement submitted by the Bank shall be written in English and Romanian and shall be labeled with the Romanian Government’s logo, the logo of the European Commission, and the logo for EU Structural Funds in Romania, as well as the sentence “Project co-financed from the European Social Fund through SOP for Human Resources Development 2007-2013.”

(d) According to Section 9 (a) of Article VII of the Articles of Agreement of the Bank, its assets, income and its operations and transactions shall be immune from all taxation and from all custom duties. The Bank shall also be immune from liability for the collection or payment of any tax or duty.

12. **Expiration and Termination.**

(a) This Agreement shall expire on the day falling fourteen (14) months after the Effective Date unless it shall earlier be renewed with the mutual agreement of the Recipient and the Bank through addendum to the agreement mentioning the conditions and clauses of the addendum.

(b) Either the Recipient or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days’ written notice to the other. Upon receipt of such notice, the parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Advisory Services and to settle promptly all outstanding matters.

(c) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligations of the Recipient under Section 12 hereof, and (ii) the obligation of the Recipient to pay to the Bank remuneration for the Advisory Services satisfactorily performed prior to the date of termination or expiration of this Agreement and reimbursement of any reasonable costs related to the prompt and orderly termination of this

*The Romanian version will be provided to the Recipient within 15 business days of the provision of the English version of the document.*
Agreement, shall continue in full force and effect. Also, the Bank shall reimburse the Recipient any advance payment not justified by performed services prior to the date of termination or expiration of this Agreement.

13. **Disclaimers, Liabilities and Indemnification.**

(a) The Bank makes no express or implied representation or warranty as to the accuracy, completeness or sufficiency of any reports, documents, analyses, memoranda or other information, including any projections or estimates contained therein, prepared by or with the assistance of Bank Personnel, nor as to the extent of success that may be achieved in the implementation of any recommendation contained therein.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of international law, the Bank shall not be liable to the Recipient or other third party for any loss, cost, damage or liability that the Recipient shall incur as a result of the Advisory Services.

(c) The Recipient shall indemnify and hold the Bank and the Personnel harmless from any losses, costs, damages or liability to which the Bank or Bank Personnel may be subject, including without limitation as a result of any claim, suit or action brought against any of them by any third party (whether or not affiliated with the Recipient) on whatever grounds, in connection with the performance of the Advisory Services by the Bank hereunder or the reliance by any person on anything done or not done by the Bank, and (ii) reimburse the Bank for any expenses, including any legal expenses, reasonably incurred by the Bank in connection therewith, except those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel.

(d) The parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the parties could be held jointly liable vis-a-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Recipient in respect of the activities carried out under this Agreement or otherwise.

14. **Enforceability.** The rights and obligations of the Bank and the Recipient under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

15. **Settlement of Disputes.** The parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

16. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the parties.

17. **Saving of Rights.** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.
18. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

19. **Entire Agreement and Counterparts.**

(a) This Agreement, together with all its Schedules, constitutes the whole agreement among the parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the parties with respect to the subject matter hereof.

The annexes to this Agreement are the following:

Schedule 1 – **Description of the Advisory Services**
Schedule 2 – **Sample Progress Report**
Schedule 3 – **Sample Time Sheet**
Schedule 4 – **Sample Certification Note**

(b) In case of any conflict between the terms of the Schedules to this Agreement and those of this Agreement, the terms of this Agreement shall supplement the contract between parties.

(c) This Agreement is executed in 2 counterparts, one for each party, each of which is an original, but all of which constitute the same agreement.

20. **Language.** This Agreement is drafted in English.

21. **Notices and Addresses.**

(a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

(b) The following addresses are specified for the purposes of this Agreement:

For the Recipient:

Ministry of Labor, Family, Social Protection and Elderly Persons
Managing Authority for Sectoral Operational Programme Human Resources Development
Address: No 34-36 Carol I Boulevard, sector 2, Bucharest, Romania
Tel: +40 21 315.02.09
Fax: +40 21 315.02.06

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA

Phone: +1 202 477-1234
Fax: +1202 477-6391
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year indicated below.

THE MINISTRY OF LABOR, FAMILY SOCIAL PROTECTION AND ELDERLY PERSONS

By: __________________________

Doina Adriana PANA

Interim Minister

Date: __________________________

By: Sorn Dumitru STIFONI

State Secretary

Ministry of Labor, Family, Social Protection and Elderly Persons

By: Cristian ARABLI

Director General

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: __________________________

Elisabetta CAPANDELLI

Country Manager

Date: Feb 01, 2014

M&AS OP HRD
SCHEDULE 1

Description of the Advisory Services

1. **Background**

The Recipient is requesting the Bank’s support to provide inputs for a draft a Strategy and Action Plan, with a draft Implementation Plan covering 10-15 flagship initiatives for 2015-2017 (Implementation Plan). The Strategy is one of the ex-ante conditionality to access EU Structural Funds over this period.

In order to meet the poverty reduction targets during the 2014-2020 period, Romania will be able to complement measures financed from domestic resources with additional investments from the European Structural and Investment Funds (ESIF) under all the thematic objectives that relate to the Europe2020 strategy.

In order to ensure the efficient use of ESIF, Romania agreed to fulfill a set of pre-conditions (ex-ante conditionalities) no later than December 31, 2016, including one on poverty reduction aiming at the active inclusion of people excluded from the labor.

2. **Objective**

The objective of the Advisory Services is to support the Recipient:

1. Prepare a draft Strategic Vision on social inclusion and poverty reduction for the period 2014-2020;
3. Prepare a draft Implementation Plan.

The draft National Strategy on Social Inclusion and Poverty Reduction (Strategy) will provide a broad list of policy measures and options that could contribute to achieving the goals of the strategy and could provide a clear vision for the social inclusion and poverty reduction actions over 2014-2020, using both domestic resources as well as ESIFs.

Once the strategic priorities for the draft Strategy have been selected by the Recipient, the Bank, after consulting the Recipient, will assist it in order to further develop selected policy options.

The draft Implementation Plan will include the actions, directions and measures to be implemented by the Government of Romania over 2015-2017, needed [human and financial] resources, proposed indicators and corresponding results, responsible institutions, implementation deadlines, monitoring and evaluation mechanisms.

In the draft Action Plan, the Bank may suggest additional policy actions, which may not have been chosen as priorities, but which the Bank considers important for achieving the objectives of the draft Strategy.

The finalization and approval of the Strategy, based on the draft prepared by the Bank, remains the sole responsibility of the Recipient and the Government of Romania.
3. **Description of Activities**

**A. Provision of Inputs into the Development of a Draft Strategic Vision on Social Inclusion and Poverty Reduction**

The Bank shall provide inputs for the Draft Strategic Vision on Social Inclusion and Poverty Reduction (Strategic Vision). The draft Strategic Vision document will offer a clear log frame of the policies and interventions to be put in place to achieve the main poverty target (reduction of income poverty by 580 thousand persons by 2020 compared to 2008), as well as other related targets in reducing poverty and the risk of social exclusion. It will follow the outline of the draft Strategy specified below.

**B. Provision of Inputs into the Preparation of a Draft Strategy and Action Plan**

The Bank shall provide the Recipient with inputs into the preparation of a draft Strategy and draft Action Plan which will cover the following:

(a) *Current situation* presenting the baseline information on poverty and social inclusion and summarizing the institutional framework and policies aiming at reducing poverty and promoting social inclusion. This task will rely on the reviews carried on for the Recipient on social inclusion and promotion of social economy, as well as new data collection and analysis to be developed under this Agreement.

(b) *Reference to meeting the goals of the Europe 2020 strategy* by presenting a number of macroeconomic and socio-economic scenarios for the 2014-2020 period.

(c) *Thematic sections* on (i) employment and labor market policies (including measures which foster the social economy sector), (ii) social protection (social assistance, social services, pensions), (iii) protection of poor households against energy tariff increases, (iv) education, health, and housing conditions, (v) rural poverty, and (vi) regional dimensions of poverty and social inclusion.

(d) *Sections focused on additional measures for specific vulnerable groups* covering additional specific policies and measures recommended to ensure the social inclusion of the following groups: (i) children from poor families or separated from their families (institutionalized, deprived of liberty or with parents working abroad) and young people leaving the public childcare system; (ii) elderly people that are dependent, poor and/or without family support; (iii) people with disabilities living in residential centers or in their own families and those with a low degree of disability, partially integrated in the society, not having sufficient access to labor market and other basic services; (iv) people with very low or no income, with a special focus on those living in rural communities or city peripheries and homeless people; (v) persons suffering from addictions of alcohol, drugs or other substances, those affected by domestic violence, human trafficking and persons deprived of liberty or on probation; (vi) Roma.

(e) *Reference to implementing the Strategy* focusing on the role of the Recipient as integrator for the poverty reduction and social inclusion agenda, and outlining a proposal of institutional strengthening of the Ministry, its subordinated agencies and other frontline units, to support the policies and measures outlined in the thematic and vulnerable group sections. The section will also offer proposals for a coordination mechanism across different actions to be financed from the European Social Fund (ESF), the European Regional Development Fund (ERDF) and the European Agriculture Fund for Rural Development (EAFRD).

(f) *Monitoring progress and evaluation plan* of the draft Strategy and Action Plan. The monitoring plan will cover both the (i) monitoring of high-level outcomes (e.g. poverty targets), as well as (ii) monitoring of the measures in the draft Action Plan and draft Implementation plan.
(g) Draft Action Plan including: objectives, specific actions, measures, responsible institutions, implementation periods, financing sources and indicators.

(h) Annexes documenting the inputs will be provided.


The Bank shall provide the Recipient with inputs into the preparation of a Draft Implementation Plan which will provide an operational roadmap for 10 to 15 key flagship initiatives that are critical for achieving the goals of the draft Strategy and draft Action Plan.

The draft Implementation Plan will be more specific than the draft Action Plan on the following aspects: action directions, measurable target groups, performance and outcome indicators, targets and deadlines for them, budgetary implications, monitoring and evaluation procedures, and responsible institutions.

Moreover, the budgetary estimation for the draft Implementation Plan will be broken down by objectives, activities, and will specify the financing sources for each of these activities (state budget, reimbursable and non-reimbursable funds).

D. Methodology for the Activities

The methodology of the Advisory Services will be as follows:

- **Analysis of primary data sources.** The main source of primary data will come from the Household Budget Survey (including the additional module on energy implemented during the 2013-2014 winter season), EU-SILC, the Labor Force Survey, and administrative data from line ministries. IMF/World Bank macro scenarios for 2014-2016.

- **Review of secondary data sources and legislative reports:** The Advisory Services will build on national and European legislation documents and strategies (including Europe 2020 strategy and Social Investment Package), socio-economic analyses for the 2014-2020 programming period in the areas of occupation, social assistance, education, health and housing; policy documents of other EU member states; World Bank and EU reports; and statistics.

- **Qualitative interviews and stakeholder consultation and feedback.** In each of the areas, the Advisory Services will build on qualitative information collected by the Bank Personnel through personal interviews and feedback from stakeholders through consultations.

- **Review of international best practices.** In providing policy recommendations, the Bank Personnel will review and build on international best practices that are relevant for social inclusion and poverty reduction in Romania.

When elaborating the draft Strategy and Action Plan, the Bank will follow the format agreed with the Recipient.
E. **World Bank Quality Control Process of Deliverables**

The World Bank will follow its regular quality control procedures, including an internal peer review process and a review meeting chaired by a representative of the World Bank regional management team before submission of the final deliverables to the Recipient.

4. **Timetable**

Except as the Recipient and the Bank may otherwise agree, the Bank shall endeavor to perform the Advisory Services in accordance with the following tentative timetable:

<table>
<thead>
<tr>
<th>Output*</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Draft Strategic Vision</td>
<td>6 weeks from the Effective Date</td>
</tr>
<tr>
<td>2 First draft Strategy</td>
<td>6 months from the Effective Date</td>
</tr>
<tr>
<td>3 First draft Action Plan</td>
<td>6 months from the Effective Date</td>
</tr>
<tr>
<td>4 Consultation workshop</td>
<td>8 months from the Effective Date</td>
</tr>
<tr>
<td>5 Final draft Strategy including an Executive Summary of the Strategy and Power point presentation</td>
<td>10 months from the Effective Date</td>
</tr>
<tr>
<td>6 Final draft Action Plan</td>
<td>10 months from the Effective Date</td>
</tr>
<tr>
<td>7 First draft Implementation Plan</td>
<td>10 months from the Effective Date</td>
</tr>
<tr>
<td>8 Consultation workshop</td>
<td>11 months from the Effective Date</td>
</tr>
<tr>
<td>9 Final draft Implementation Plan</td>
<td>13 months from the Effective Date</td>
</tr>
</tbody>
</table>

5. **Bank Personnel.**

The Bank will be responsible for determining the appropriate composition of teams needed to fulfill the Advisory Services. The Bank Personnel will include economists and Social Protection experts.

6. **Counterparts and Facilities.**

(a) For all workshops activities to be conducted pursuant to this Agreement, the Recipient may provide, or cover, the cost of the workshop facilities (including, venue) and may provide other reasonable expenditures necessary for successful completion of each workshop including, cost of photocopying, refreshments, snacks or other food for the attendees, unless otherwise specified in this agreement. If the Recipient does not provide or cover the costs of the workshop

*All final documents will be provided in both English and Romanian versions. The English version of the document will be provided to the Recipient on the date indicated in the table above, while the Romanian version will be provided to the Recipient within 15 business days of the provision of the English version.
facilities and other reasonable expenditures, the costs of the workshops may be financed out of the fee referred to in Section 11 (a) of this Agreement.

(b) The Recipient, as the beneficiary of the Advisory Services, shall assume responsibility to facilitate collaboration of the relevant institutions and to encourage timely response to requests made by the Bank in the context of the Advisory Services.

(c) The Recipient shall at all times provide the Bank in a timely manner with any and all information that may affect the performance of the Advisory Services, inform the Bank of any developments relating to the Advisory Services. The Recipient shall take all measures necessary to enable Bank Personnel to carry out the Advisory Services hereunder, and shall in particular, without limitation:

(i) provide to the Bank all information on the Recipient and the Advisory Services as may be necessary for the purpose;

(ii) permit Bank Personnel to visit the Advisory Services site(s) and facilities, any premises where the business of the Recipient is conducted and to have access to books and records relevant to the Advisory Services and to Recipient’s staff working on activities carried out under the Advisory Services; and

(iii) promptly notify the Bank of any proposed change in the nature or scope of the Advisory Services and of any event or condition which has or could reasonably be expected to have a material effect on the performance of the Advisory Services.

(d) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Recipient’s failure to provide its contribution as set forth in Section 6 (c) above or to otherwise cooperate with the Bank as set forth in this Section.
SCHEDULE 2
FORMAT OF PROGRESS REPORT

I. Time Period Covered: ______________________

II. Summary Assessment
   • Overall Status of Work and Relative Progress
   • Project Coordination Issues to be Addressed
   • Summary of Findings and Conclusions
   • Next Steps
   • Labor Inputs to Date by Expert

III. Progress
   • Types of Activities and Analysis Completed
   • Anticipated next steps
SCHEDULE 3

SAMPLE TIME SHEETS

<table>
<thead>
<tr>
<th>Expert Name</th>
<th>Expert type (intl/local)</th>
<th>Component</th>
<th>Timesheet (days worked each week)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Month 1</td>
</tr>
<tr>
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<td></td>
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<td>week</td>
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</tbody>
</table>

Note
The information provided above was derived from the Bank's internal timekeeping system.

Time per week for experts is charged according to Bank's human resource policy (which permits experts to charge time worked on weekends).

date & Country Manager's/other World Bank designated representative's signature
SCHEDULE 4
SAMPLE CERTIFICATION NOTE

Certification Note for Services provided under
The Advisory Services Agreement on

Objective of the Advisory Services Agreement:

..................................................

Reporting Period:

..............................................

Description of Services provided: .................................................................
(short presentation of services provided during the reporting period)

..............................................

(Country Manager's World Bank designated representative Signature)

Date: