REIMBURSABLE ADVISORY SERVICES AGREEMENT

Between the

FINANCIAL MECHANISM OFFICE

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated June 12, 2015
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 20th day of 20, between the Financial Mechanism Office, acting on behalf of the NORWAY GRANTS (the “FMO”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”).

WHEREAS, the FMO has requested the Bank to provide to the FMO reimbursable advisory services (the “Reimbursable Advisory Services” or “RAS”) described in the Schedule to this Agreement to support FMO’s efforts to enhance the capacity of the Roma Education Fund (REF) – Romania to plan, manage, implement, analyze data, monitor and evaluate the “Ready Set Go” project (the Activities);

WHEREAS, Norway became a member of the Bank on Dec. 27, 1945 and is a member of the five institutions that form the World Bank Group. Norway and the Bank work with other member governments to finance projects, design policies, and deliver programs to eradicate poverty in the developing world. As such Norway has contributed and continues to contribute to, among others, the International Development Association (IDA), the Global Environment Facility (GEF), the Heavily Indebted Poor Country initiative (HIPC), the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFTAM), the Afghanistan Reconstruction Trust Fund (ARTF) and a number of trust funds administered by the Bank.

WHEREAS, the FMO has been delegated by the Norwegian Ministry of Foreign Affairs, the day-to-day management of the Norwegian Financial Mechanisms, made available by Norway in order to reduce economic and social disparities within the European Economic Area and to strengthen bilateral relations between Norway and the Beneficiary States, and in its activities acts in accordance with the legal framework governing the Norwegian Financial Mechanism.

Whereas, notwithstanding the provision of this agreement, FMO is supporting the REF- Romania through the project “Ready Set Go” implemented by the REF focusing on Roma children in Romania, financed by the Norwegian Financial Mechanisms 2009-2014 through the Poverty Alleviation Programme in Romania, for which the FMO acts as Programme Operator.

WHEREAS, notwithstanding the provision of this agreement, on January 12, 2001, the Boards of Executive Directors of the International Bank for Reconstruction and Development (IBRD) and the International Development Agency (IDA) approved a process that sets out the principles and procedures for cooperation with audits conducted by Bank Group members’ supreme audit institutions (SAIs) in a formal Framework. The procedures established under the Framework provide a transparent and consistent approach to dealing with SAI audits while protecting the multilateral character of the Bank Group, the confidentiality of Bank Group information, and the Bank Group’s archival immunity.
The Framework applies to operational, performance, efficiency, effectiveness, and value-for-money audits but does not cover financial audits. The Bank’s financial statement audit is available to Norway upon demand.

NOW, therefore, the parties hereto agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the FMO the services (“Reimbursable Advisory Services” or “RAS”) described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.

2. **FMO Contacts.** In carrying out the Reimbursable Advisory Services, the Bank will work closely with the designated officials of the FMO. The FMO will provide the Bank with the names and contact information for said designated officials.

3. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable 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 FMO and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the FMO 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.

4. **Payment**

   (a) The FMO shall pay the Bank a fixed fee of seven hundred and fifty thousand Euro (€750,000) in accordance with the following schedule of payment:

<table>
<thead>
<tr>
<th>Amount of Installment</th>
<th>Event upon which Payment is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>€75,000</td>
<td>date of signature of this Agreement</td>
</tr>
<tr>
<td>€200,000</td>
<td>Approval of 1st Semi-annual Report</td>
</tr>
<tr>
<td>€200,000</td>
<td>Approval of 2nd Semi-annual Report</td>
</tr>
<tr>
<td>€200,000</td>
<td>Approval of 3rd Semi-annual Report</td>
</tr>
<tr>
<td>€75,000</td>
<td>Approval of Final Report</td>
</tr>
</tbody>
</table>

   (b) All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank. Payment shall be made, in Euro, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the parties, to such account as the Bank may from time to time designate in writing. Invoices shall be issued within 10 working days after acceptance of the deliverable and payments shall be made within 30 working days from the date of the invoice.
(c) The FMO shall approve semi-annual reports and the final program report within two weeks of receipt.

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

6. **Expiration.** This Agreement shall expire on April 30, 2017 unless it shall earlier be renewed with the mutual agreement of the FMO and the Bank.

7. **Termination.** Either the FMO 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 Reimbursable Advisory Services and to settle promptly all outstanding matters.

8. **Cooperation.** (a) The FMO shall at all times provide the Bank in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services, inform the Bank of any developments relating to the Reimbursable Advisory Services, and do all things necessary to enable Bank Personnel to carry out the Reimbursable Advisory Services hereunder. The FMO shall, in particular, without limitation:

   (i) 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 Services; and

   (iv) promptly provide to the Bank such other information as the Bank from time to time reasonably requests about the Advisory Services to be performed by the Bank.

   (b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the FMO's or REF's failure to provide its contribution as set forth in Section D of the Schedule or otherwise cooperate as set forth in paragraph (a) above.

9. **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 FMO:

Financial Mechanism Office
12-16 Rue Joseph II
1000 Brussels
Belgium

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20133
USA

Phone: (202) 477-1234
Fax: (202) 477-6311

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.

Financial Mechanism Office

By: STINE ANDERSEN
Authorized Representative
FMO Director

Date: June 12, 2015

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: ELISABETTA CAPANNELLI
Authorized Representative
Country Manager

Date: May 21, 2015
SCHEDULE

Description of the Reimbursable Advisory Services

A. **Reimbursable Advisory Services.** Except as the FMO and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

The objective of the Advisory Services is to support FMO’s efforts to raise capacity of the Roma Education Fund – Romania to plan, manage, analyze data, monitor, and evaluate the “Ready Set Go” Project, which is financially supported by the FMO. The “Ready Set Go” Project aims to improve the early childhood development outcomes of Roma children in up to 14 communities in Romania.

While the preparation, implementation, monitoring and evaluation, procurement and financial management of the “Ready Set Go” Project is a primary responsibility of the Roma Education Fund - Romania, the Bank shall provide capacity building assistance and technical advice to the Roma Education Fund – Romania until the termination date of this Agreement by deploying hands-on assistance to strengthen the REF-Romania’s capacity to effectively implement and supervise the Project.

The Bank’s Advisory Services shall include activities for enhancing the capacity of the “Ready Set Go” Project staff of the REF-Romania and its local “Ready Set Go” Project Partners in the following areas:

1. Project management and implementation.
2. Project monitoring, valuation, data analysis and assessment of the “Ready Set Go” Project interventions’ impact on beneficiaries.
3. Financial management and procurement.

More specifically, the technical assistance to the REF-Romania shall include:

1. **Project Management and Implementation:**

The Bank will provide technical advice and hands-on assistance to the REF-Romania in project management and implementation. Specifically, the Bank will provide the following assistance to the REF-Romania’ Project management team throughout the “Ready Set Go” Project life:

1.1 Provide advice to REF-Romania and its local project implementation partners in the process of establishing working relationships, including on measures ensuring sustainability, with the Ministry of National Education of Romania, the County Education Inspectorates in the counties where the “Ready Set Go” Project will be implemented and the local authorities participating in the “Ready Set Go” Project.
1.2 Based on the needs for capacity enhancement, identified by the REF-Romania and its local project implementation partners, develop a capacity enhancement plan in the area of project management for relevant “Ready Set Go” Project staff, including staff of the local “Ready Set Go” Project implementation partners.

1.3 Conduct reviews and provide advice, comments and suggestions on the following documents prepared by the REF-Romania:

(a) Detailed “Ready Set Go” Project implementation plan, including a plan on stakeholder consultations.
(b) Terms of references for the “Ready Set Go” Project’s early childhood development services.
(c) Terms of references for the human resources to be hired under the “Ready Set Go” Project.

2. Project Monitoring, Evaluation and Impact Assessment:

The Bank will provide technical advice and hands-on assistance to the REF-Romania in implementing results-focused mechanisms for monitoring, evaluation, data analysis and assessment of the effect of the “Ready Set Go” Project interventions on beneficiaries so as to ensure the “Ready Set Go” Project implementation is closely monitored and that early warning systems are in place to flag implementation bottlenecks. The Bank shall maintain routine working relationships and communication with the Roma Education Fund’s “Ready Set Go” Project monitoring and evaluation team throughout the “Ready Set Go” Project life and shall deliver the following assistance to the REF-Romania:

2.1 Based on the needs for capacity enhancement identified by the REF-Romania and its local project implementation partners, develop a capacity enhancement plan in the area of monitoring, evaluation, data analysis and assessment of the projects’ effects on beneficiaries for relevant “Ready Set Go” Project staff.

2.2 Conduct reviews and provide advice, comments and suggestions on the following:

(a) Design of the “Ready Set Go” Project’s monitoring, evaluation and results framework.
(b) Design of the data collection instruments to be used as part of the baseline and endline surveys and the ongoing “Ready Set Go” Project monitoring.
(c) Project monitoring and evaluation data and conduct a cost benefit analysis to assess the effectiveness of the project interventions and their impact on beneficiaries.
(d) Methodology for implementation of the baseline and endline surveys, qualitative and community assessments.
(e) Fielding of the “Ready Set Go” Project’s monitoring, and evaluation instruments.
(f) Design of the “Ready Set Go” Project’s monitoring and evaluation management and information system/database.

2.3. Participate in regular monitoring visits to Project sites jointly with the Roma Education Fund’s monitoring and evaluation team.

2.4. Provide advice to the REF-Romania and local “Ready Set Go” Project partners on mechanisms ensuring the long term (longitudinal) tracking of educational and personal development outcomes of the “Ready Set Go” Project beneficiaries.

2.5. Provide advice to the REF-Romania, as well as national and local “Ready Set Go” Project partners on mechanisms identifying socio-economic achievement gaps of the “Ready Set Go” Project beneficiaries with view to identifying opportunities for improving policies and practices on Roma inclusion.

3. Project Procurement and Financial Management

While all fiduciary processes related to project implementation (e.g. procurement and financial management) will be responsibility of the REF-Romania and will be conducted under the established norms of the REF-Romania and the applicable legislation in Romania, the Bank will provide technical advice and capacity enhancement assistance to the REF-Romania and its local project implementation partners with the purpose of upgrading the institutional capacity in procurement and financial management. To this end, the Bank will provide the following assistance to the REF-Romania throughout the duration of this Agreement:

3.1. Based on the needs for capacity building of the REF-Romania staff and its local project implementation partners, the Bank will design tailored training programs to relevant “Ready Set Go” Project staff to ensure high fiduciary performance during the implementation of the Project.

3.2. Conduct reviews and provide advice, comments and suggestions on:

(a) “Ready Set Go” Project’s procurement.
(b) Terms of references for implementation of the “Ready Set Go” Project activities and services.
(c) Terms of references for hiring human resources under the “Ready Set Go” Project.

Any change to the foregoing scope of work shall be set out in a writing signed by the FMO and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.
The fixed fee paid to the Bank by the FMO shall be based on the following indicative budget table.

<table>
<thead>
<tr>
<th>Category</th>
<th>EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff and consultants costs</td>
<td>336,118</td>
</tr>
<tr>
<td>Other direct costs</td>
<td>413,882</td>
</tr>
<tr>
<td>TOTAL</td>
<td>750,000</td>
</tr>
</tbody>
</table>

The above budget table is indicative and shall not be used for reporting and for tracking of expenses under this Agreement.

B. **Timetable.** Except as the FMO and the Bank may otherwise agree, the Bank shall endeavor to perform the Reimburseable Advisory Services in accordance with the following tentative timetable:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Indicative timetable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Semi-annual Report</td>
<td>6 months following the effectiveness of this Agreement</td>
</tr>
<tr>
<td>2nd Semi-annual Report</td>
<td>12 months following the effectiveness of this Agreement</td>
</tr>
<tr>
<td>3rd Semi-annual Report</td>
<td>18 months following the effectiveness of this Agreement</td>
</tr>
<tr>
<td>Final Report</td>
<td>End date of this Agreement</td>
</tr>
</tbody>
</table>

Semi-annual reports shall include, but not be limited to, an account of the achieved progress and indicative results from the implementation of the Advisory Services structured per of activity and showing the relation to the activities, indicative results identified in the “Ready Set Go” project.

The Final report shall, in addition, include an overall assessment of the indicative results and impact of the activities carried out under this Agreement. Such impact will be measured by comparing the results from the assessment of the capacity of the Roma Education Fund – Romania and its local project implementation partners at the beginning and the end of the Advisory Services.

C. **Bank Personnel**

The Bank will be responsible for determining the appropriate composition of the team needed to fulfill the Advisory Services. The Bank team will include senior specialists with expertise in the following areas: education, social inclusion, project management, monitoring and evaluation, procurement, communication, and law.
D. **Counterparts and Facilities.**

(a) The FMO shall provide the Bank Personnel with necessary organizational support for the Reimbursable Advisory Services. The Bank is responsible for all logistics and costs associated with the organization of workshops (invitations, facilities, catering, interpretation, etc.) with local stakeholders in Romania in relation to Activities carried out under this Agreement.

E. **Records and access to information.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall provide the FMO with access to such information regarding the Reimbursable Advisory Services as the FMO shall reasonably request, including for the purposes of the FMO’s final review of the activities carried out. As such, the Bank shall maintain appropriate records for a period of seven years after the end of the Bank’s fiscal year to which the record pertains.
ANNEX
STANDARD TERMS AND CONDITIONS

1. **Performance Standard; Non-Exclusivity.** The Bank hereby shall carry out the Reimbursable Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the FMO hereunder is non-exclusive and shall not restrict the FMO from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) (“Bank Personnel”) assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable 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 FMO 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). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the FMO and Bank Personnel.

3. **FMO Contributions.** The FMO shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. **Confidentiality.** The parties hereby authorize each other to publicly disclose this Agreement and the outputs set out in the Schedule to this Agreement in their final form. With respect to underlying information (other than the final outputs) provided by either party in support of the Reimbursable Advisory Services, the parties reserve the right to designate said information as confidential. Either party may publicly disclose such information only after the other party has given its prior consent.

6. **Intellectual Property.** The intellectual property rights of the Parties in any of its pre-existing data or documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services shall belong to the FMO; provided, however, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright), fully sub-licensable and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the FMO, subject to the
limitations on disclosure of confidential information and any third party rights, as indicated in paragraph 5, Confidentiality, of this Annex 1.

7. **Representation of the Bank’s views and use of the Bank’s name, marks and logo.** (a) The parties agree that they shall not represent, or permit the representation of, the other party’s views without the prior written consent of the other party.

(b) The parties further agree that they shall not use, or permit the use of the each other party’s name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the other party, 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 any usual disclaimers.

(c) Both parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services.

8. **Disclaimers and Liabilities.**

(a) While the Bank will make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the extent of success that may be achieved in the implementation of any recommendation contained in any work product prepared by or with the assistance of the Bank or Bank Personnel.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of law, the Bank shall not be liable to the FMO or other third party for any loss, cost, damage or liability that the FMO shall incur as a result of the Reimbursable Advisory Services, unless those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank’s liability, if any, to the FMO hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(c) 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 FMO in respect of the Project or otherwise.

9. **Governing Law.** This Agreement is governed by, and shall be construed in accordance with, the laws of England.

10. **Settlement of Disputes.** (a) 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.

(b) Neither the FMO nor the Bank shall be entitled in any proceeding under paragraph (a) of this Section to assert any claim that any provision of these Standard Conditions or of the RAS Agreement is invalid or unenforceable because of any provision of the Bank’s Articles of Agreement.

11. **Privileges and Immunities; Tax Immunity** Each party recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the other party and its respective Personnel, as set forth in the respective Parties’ constituent documents or other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by any party, in any way constitutes or implies a waiver, renunciation, termination, or modification of any privilege, immunity or exemption of any party accorded by the respective Parties’ constituent documents or other applicable rules of law. This includes, inter alia, the immunity of the Parties, their assets, income and their operations and transactions, from all taxation and customs duties.

12. **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.

13. **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.

14. **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.

15. ** Entire Agreement and Counterparts.** (a) This Agreement, together with its Schedule and Annex, constitutes the entire 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.

(b) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.
16. Termination. Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligation of confidentiality under Section 5 of this Annex, (ii) the obligations spelled out in Sections 6 on Intellectual Property and 11 on Privileges and Immunities of this Annex; and (iii) the obligation of the FMO to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the FMO, shall continue in full force and effect.