

# OFFICIAL DOCUMENTS



*Administration Agreement between the European Commission on behalf of the European Union and  
the International Bank for Reconstruction and Development concerning the Part II Europe 2020  
Programmatic Single-Donor Trust Fund (No. TF073141)  
(EC Contract No SRSS/S2018/030)*

This Administration Agreement is concluded under Direct Management in the context of the Framework Agreement between the World Bank Group and the European Commission dated April 15, 2016 which sets the general conditions for this Agreement (the "Framework Agreement"). The Framework Agreement shall be applicable and form an integral part of the Administration Agreement for the Trust Fund.

1. The International Bank for Reconstruction and Development (the "Bank") acknowledges that the European Commission (the "Donor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of five hundred seventy-six thousand Euros (**€ 576,000**) (the "Contribution") for the **Part II Europe 2020 Programmatic Single-Donor Trust Fund, (No. TF073141)** (the "Trust Fund") in accordance with the terms of this Administration Agreement.

The estimated total budget of the Trust Fund is five hundred seventy-six thousand Euros (**€ 576,000**). The indicative budget set out in Annex 5 shall be used for monitoring purpose only and shall not be binding.

2. The Contribution shall be used to finance the activities set forth in the "**Part II Europe 2020 Programmatic Single-Donor Trust Fund Description**" attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the "Standard Provisions" attached hereto as Annex 2 and "Governance" attached hereto as Annex 3.

Expected results of the Trust Fund and corresponding indicators (including baselines, result goals and sources of data) are set out in Annex 4.

The implementation period shall start on May 15, 2018 following the request for a prior approval by the Bank and confirmation by the Donor.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in Section 1 above ("Contribution Currency") into such bank account designated by the Bank (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Bank:

- (A) Promptly following countersignature – € 288,000
- (B) € 288,000 subject to the disbursement of 70% of the preceding instalment

The period for payment of further instalments shall be 60 days.  
The period for payment of the balance shall be 60 days.

4. When making any deposit, the Donor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Donor for TF No. TF073141 (**the Part II Europe 2020 Programmatic Single-Donor Trust Fund**), the Commission internal reference number and the date of the Administration Agreement, the name of the project for which the funds are intended, the name of the Commission department responsible for the Trust Fund and the date of the deposit (the "Deposit

Instructions”). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to [tfremitadvice@worldbank.org](mailto:tfremitadvice@worldbank.org) or by fax sent to +1 (202) 614-1315.

5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party’s address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Bank (the “Bank Contact”):

Arup Banerji  
*Regional Director*  
European Union  
Avenue Marnix 17, 2<sup>nd</sup> floor, 1000 Brussels  
World Bank Group  
Tel: + 32-2-504-0994  
[abanerji@worldbank.org](mailto:abanerji@worldbank.org)

For the Donor (the “Donor Contact”):

Mary McCarthy  
Director  
Structural Reform Support Service  
CHAR 10/104, 1049 Brussels  
Tel: +32-2 299-3493  
[mary.mccarthy@ec.europa.eu](mailto:mary.mccarthy@ec.europa.eu)

6. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor, unless otherwise agreed with the Bank.

7. All annexes hereto and the Framework Agreement between the World Bank Group and the European Commission constitute an integral part of this Administration Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Donor and the Bank. In the event of any inconsistency, the Framework Agreement prevails over the Administration Agreement and the Administration Agreement prevails over its Annexes. Unless otherwise specified in an annex hereto, this Administration Agreement may be amended only by written amendment between the Bank and the Donor.

8. The measures taken to identify the EU as a source of financing shall be in accordance with Attachment 4 of the Framework Agreement.

9. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Administration Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Administration Agreement, and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date of the last signature.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By:   
Name: Arup Banerji  
Title: Regional Director, European Union  
Date: 25 September 2018

**EUROPEAN UNION represented by the EUROPEAN COMMISSION**

By:   
Name: Mary McCarthy  
Title: Director, SRSS  
Date: 28.09.2018

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## **PART II EUROPE 2020 PROGRAMMATIC SINGLE-DONOR TRUST FUND DESCRIPTION**

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

### **1. Objectives**

The objectives of the Trust Fund are:

The European Commission and the Bank share a common objective of building competitive and sustainable economies and reducing poverty and social exclusion – goals of the Europe 2020 Agenda which is built on three pillars of smart, sustainable and inclusive growth. The European Commission and the Bank concur that direct interaction is beneficial to both institutions and through them to the beneficiary countries. This applies particularly to the provision of analytical, advisory and knowledge services and technical assistance.

The European Commission has expressed an interest in ensuring that the Bank continues to provide technical assistance in the framework of the Trust Fund in furtherance of the common objective set forth above.

### **2. Background**

Bulgaria is in the process of reforming its framework for public-private partnerships (PPP)/concessions to enhance both the legal enabling environment, including the development of an adequate PPP strategy/policy, and the institutional capacity of government in this respect. According to the Government of Bulgaria (the Government), these two areas having been perceived as problematic by potential private sector partners, there has been limited appetite by the latter to get involved. To date, the majority of PPP carried out in the country has therefore been self-financing concessions.

The reform of Bulgaria's PPP/concessions framework is expected to ensure a more efficient allocation of public money (through competitively procured concession contracts rather than public procurement contracts) given budgetary restrictions and thus increased pressure to identify new ways for obtaining the best possible procurement results for resources available. The mobilization of private capital and know-how to supplement public resources makes concessions an attractive instrument for carrying out projects of public interest. In this context, the use of concessions may allow for new investments in public infrastructure and services without increasing public debt figures (in line with the Eurostat guidelines). In this respect the reform of Bulgaria's PPP/concessions framework is of immediate relevance to the country's economic development as well.

As part of its reform programme, Bulgaria promulgated a new Concessions Act on December 1, 2017 that became effective on January 1, 2018 (the Act). The Act is aimed at reforming the country's framework for concessions, its modernization in line with EU law (Directive 2014/23/EU and Directive 2014/24/EU) and good governance principles in the public sector. Specifically, the new Act provides for:

- Elaboration and implementation of strategic planning of concessions activity in Bulgaria.
- Building a system based on good European practices for budget payments (availability based concessions), including combining budget payments and EU funds (blending).

- Improving administrative capacity through the development of expertise in the institutions and units involved in the implementation of the new legislation and the requirements of the above-noted EU directives.

### 3. **Activities**

The European Commission, particularly the Structural Reform Support Services (SRSS), has expressed an interest in ensuring that the Bank provides strategy and policy advisory and knowledge services to the Government on enhancing the effectiveness of Bulgaria's ability to award concessions in line with good practice.

Accordingly, under this agreement the Bank will provide technical support to the Government for the further development and implementation of Bulgaria's reform of its concessions' framework. Specifically, the Bank will assist the Government in the following activities: (i) a National Strategy for Concession Development (the Strategy); (ii) methodology based guidance for the selection, prioritization and evaluation of concessions, and (iii) study tours to three EU member states or third countries to familiarize the Government with best practices national PPP strategies/policies' implementation.

The Bank will carry out the following activities<sup>1</sup>:

#### 3.1 **Component A: National Strategy for Concession Development**

The Bank will assist the Government develop an effective tool for implementing its agenda vis-à-vis concession and more broadly public infrastructure and services development.

Activities carried out by the Bank under this component will entail providing assistance to the Economic and Social Policy Directorate within the Council of Ministers and the State Aid and Real Sector Directorate within the Ministry of Finance regarding the development and the subsequent actualization of a long-term strategy for rolling out the envisioned framework for concessions (the Strategy). Part of the support concerning the Strategy will also encompass guidance on how to best ex-post evaluate the Strategy's implementation.

Specifically, the above-mentioned activities comprise the following:

- A.1. The Bank will assist the Government prepare a summary of the proposed Strategy. This document will serve as one of the inputs for development of the full-fleshed out Strategy by the Bulgarian counterparts.
- A.2. The Bank will prepare a report with proposals for improving and complementing the Strategy as approved by the Council of Ministers, including explanatory notes on good practices concerning: (i) the recommendations made in the report and/or (ii) how to implement the objectives envisaged in the Strategy (including examples of how similar strategies have been implemented in other countries to achieve similar objectives). This document will serve as one of the inputs for the Bulgarian counterparts when conducting the mid-term evaluation of the Strategy's implementation and for its possible update in 2020.

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<sup>1</sup> Note that outputs will be prepared in English first and translated to Bulgarian subsequently.

- A.3. The Bank will support the Government prepare a list of sample indicators (including value indicators) that can subsequently be used for ex-post evaluation of the Strategy's implementation.

**3.2 Component B: Develop Methodology based Guidance on Project Selection, Prioritization and Evaluation**

The Bank will provide guidance to the Government on matters important to select PPP projects as part of project preparation.

Activities carried out by the Bank under this component will include guidance on how to select, prioritize and evaluate projects in economic and financial terms that are to be procured as PPP, with due consideration to the particulars of the Bulgarian context to ensure both their compatibility with the country's legislative and policy framework vis-à-vis concessions and their usefulness to Government in practice. Where appropriate, the guidance given will be coupled with recommendations as to how current institutional arrangements and procedures in Bulgaria might be adapted to better align with international good practice concerning project preparation.

Specifically, the above-mentioned activities comprise the following:

- B.1. The Bank will support the Government prepare a guidebook, on project selection, prioritization and evaluation of PPP - including undertaking financial and economic feasibility and viability analyses for PPP; including value-for-money, affordability and fiscal risk determinations - with a focus on the "government pays" model and based on good practices adopted by EU member states and other countries. The guidebook will also include brief guidance on how to apply blended financing to PPP, combine public funding and private financing, where part of the former is provided directly to the project in the form of a grant from an European Structural and Investment (ESI) Fund.
- B.2. The Bank will carry out one workshop for dissemination of the guidebook mentioned under B1 above.

**3.3 Component C: Plan and Undertake Study Tours in Three Countries**

The Bank will support the Government with examples of how other countries have implemented their respective PPP strategies or policies.

Under this component, the Bank will organize three study tours to selected European/EU countries (split between mature PPP markets like France, Germany and the UK and more emerging ones such as Portugal or Greece). This selection will be done in consultation with Bulgarian authorities and is expected to entail a mix of EU member states according to the following criteria: (i) breadth and depth of PPP/concessions experience (diversified track record); (ii) availability and willingness of interlocutors (especially from the relevant PPP units), and (iii), where possible, experience with e-procurement of PPPs/concessions. It is expected that participants of the study tours<sup>2</sup> would include up to 15 civil servants (including from the

<sup>2</sup> Participants will be strongly encouraged to undertake the PPP certification program (run by APMG). The Bank will provide information concerning the procedures and formalities related to enrolling for the certification exam with APMG in advance of each study.

Council of Ministers, the Ministry of Finance, relevant line ministries, municipalities, and the National Audit Office) whose travel, accommodation and daily costs during these tours will be covered.

Deliverables under the above-mentioned activities are the following:

- C.1. Organization of three study tours.
- C.2. A report to be prepared after each of the study tours undertaken and that summarizes the findings, lessons learnt and how they might be applied to the Bulgarian context.

#### 4. Data and Resources

Activities will rely on, but not be limited to, the following indicative list of World Bank resources:

- PPP Reference Guide;
- PPP Certification Program;
- Fiscal Commitment and Contingent Liability Guidance (P-FRAM);
- Infrastructure Project Prioritization Framework;
- Selecting Projects Suitable for PPPs;
- Unsolicited Proposal Guidelines.

#### 5. Indicative Timeline for Delivering Outputs

Indicative Activities Timeline	CY 2018	CY 2019		
	Q2	Q1	Q2	Q3
<b>Component A: Draft a National Strategy for Concession Development</b>				
A.1. Summary for a proposed Strategy	✓			
A.2. A report with proposals for improving and complementing the Strategy as approved by the Council of Ministers*				✓
A.3. List of sample indicators for ex-post evaluation of the Strategy's implementation.				✓
<b>Component B: Develop Methodology based Guidance on Project Selection, Prioritization and Evaluation</b>				
B.1. Guidebook on project selection, prioritization and evaluation of PPP *		✓		
B.2. Workshop for dissemination of the guidebook prepared under B.1.			✓	

<b>Component C: Plan and Undertake Study Tours</b>				
C.1. Study Tour One		✓		
C.1. Study Tour Two			✓	
C.1 Study Tour Three				✓
C.2. A report to be prepared after each tour		✓	✓	✓

\*The deliverables will be prepared in English and once finalized will be translated to Bulgarian.

## 6. Eligible Expenditures

6.1 For Bank-executed activities, the Trust Fund funds may be used to finance:

- (a) Staff and individual consultant services;
- (b) Cost of travel;
- (c) Cost of training and workshop; and
- (d) Other services including translation.

## 7. Taxes

7.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank's applicable policies and procedures.

## 8. Program Criteria

8.1 Activities are to be financed in accordance with the following program criteria:

The Trust Fund is established to enable the European Commission and the Bank to continue to collaborate and exchange experience and expertise on a number of themes under all three pillars of the Europe 2020 Agenda of smart, sustainable and inclusive growth. The express purpose of this Trust Fund is to allow the European Commission to avail itself of the Bank's technical assistance and analytical and policy capacity for the purpose of pursuing the goals of Europe 2020. The three pillars of Europe 2020 are broadly in line with the objectives and strategies adopted in the Europe and Central Asia Region of the World Bank Group. All activities that are in pursuance of these three pillars are eligible to be financed and implemented under this Trust Fund.

## 9. Retroactive Financing

9.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of May 15, 2018 in accordance with the Bank's applicable policies and procedures.

**STANDARD PROVISIONS**

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

**1. Administration of the Contributions**

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement and shall not be subject to any other duties or responsibilities to the Donor, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2 The Donor's Contribution shall be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Donor acknowledges that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to the Donor.

**2. Management of the Contributions**

2.1 The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2 The currency in which the funds in the Trust Fund shall be held is Euro (the "Holding Currency").

2.3 The Donor agrees to deposit its Contributions in the Contribution Currency stated in the Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank's applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall transfer all income from such investment to the Donor's applicable donor balance account with the Bank.

### **3. Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Instalment, an amount equal to five percent (5%) per Instalment as an administrative fee for the Trust Fund.

3.2 The Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of the Donor and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Administration Agreements.

### **4. Accounting and Financial Reporting**

4.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

4.2 The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the World Bank's Trust Funds Development Partner Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donor via the World Bank's Trust Funds Development Partner Center secure website.

4.3 The Bank shall provide to the Donor via the World Bank's Trust Fund Development Partner Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management assertion together with an attestation from the Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank's external auditor's opinion thereon. The cost of the single audit shall be borne by the Bank.

4.4 If the Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

### **5. Progress Reporting**

5.1 The Bank shall provide the Donor with **quarterly** reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donor a final report on the activities financed by the Trust Fund.

5.2 The Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank shall agree on the scope and

conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of the Bank's applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

**6. Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by March 31, 2020 (the "End Disbursement Date"). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donor) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreement(s) of the Donor. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to the Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by the Donor, all calculated as Holding Currency amounts.

6.2 The Donor may cancel all or part of such Donor's pro rata share/contribution, and the Bank may cancel all or any Donor's pro rata share/contribution, upon three (3) months' prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro rata share in the Holding Currency as specified in the Administration Agreement unless otherwise agreed between the Bank and the Donor.

**7. Disclosure; Dispute Resolution**

7.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank's Policy on Access to Information. By entering into Administration Agreements, the Donor consents to such disclosure of their respective Administration Agreements and such related information.

7.2 The Donor and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.

**GOVERNANCE OF THE ACTIVITIES**

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

**Working Modalities**

The Bank shall be in charge of the implementation of the activities and shall consult with the Structural Reform Support Service (SRSS) regularly.

The SRSS shall take all appropriate measures to facilitate the Bank work in the performance of the activities, including, as needed, facilitating contacts with the Bulgarian authorities.

The activities shall be undertaken in close collaboration with the SRSS, and the Bulgarian authorities.

In order to facilitate the implementation of the project, the SRSS shall be responsible for involving other EU Commission services, where appropriate. The SRSS shall also provide support to ensuring the appropriate involvement of the Bulgarian authorities for the smooth execution of the activities by the Bank. The SRSS, when legally possible, shall provide the Bank with relevant documents, reports and findings, resulting from other technical assistance work streams the SRSS is or has been involved in.

The Bank and SRSS shall have regular exchanges, at least on a quarterly basis, on the progress of the project, on the work plan or schedule of project activities for the following month(s) including missions. Representative(s) of the SRSS shall be invited to attend all missions and all pertinent events or activities. To facilitate the organization and efficiency of such missions, events and activities the Bank shall share with the SRSS in a timely manner the relevant documents.

Priorities and choices to be made in the planning of the activities shall be discussed and consulted between the Bank and SRSS.

It is expected that the Economic and Social Policy Directorate within the Council of Ministers' shall be the national contact point for the activities, and shall coordinate the necessary coordination mechanisms within the relevant stakeholders in collaboration with the State Aid and Real Sector Directorate within the Ministry of Finance. To this end, it is expected that both Directorates shall establish a Project Management Team, composed of relevant staff and specific contact persons in order to facilitate the exchanges with the Bank and SRSS.

It is expected that the Bank shall consult and cooperate with the Project Management Team at all major stages of the activities to be implemented. It is expected that the Directorates shall provide input for the analysis of the Bank, comment on the work plan of the project, review draft outputs and provide detailed comments. As part of the collaboration between the Bank and the Project Management Team, the latter will also be invited to participate in the above-mentioned regular exchanges between SRSS and the Bank which will take place at least quarterly.

It is expected that the outputs resulting from the activities shall be delivered by the Bank to the Bulgarian authorities and the SRSS directly. The Bank shall share with the SRSS draft outputs. The SRSS may provide comments that the Bank may take into account. The Bank shall inform the SRSS of those cases where the SRSS feedback was not taken into consideration.

The Bulgarian authorities shall be solely responsible for the implementation of the recommendations of the outputs delivered by the Bank. It is expected that the Bulgarian authorities, SRSS and Bank shall consult each other prior to the publication of the final report endorsed.

The Bank shall notify the SRSS without delay on any circumstances likely to adversely affect the implementation and management of the activities or to significantly delay or jeopardize the performance of the activities or the expected outputs and outcomes.

The Bank shall carry out the visibility activities agreed between the Bank and the SRSS in the Visibility Note, which may be updated from time to time by the parties, in line with Article 9 and Attachment 4 of the Framework Agreement.

#### **Bank team composition**

The Bank shall, in its sole discretion, determine the composition of the staff assigned to perform the activities under this Agreement. The Bank team will be managed by a Bank Task Team Leader with relevant experience, drawing on the expertise of the World Bank Group staff with extensive experience in, among others, PPP Policy/Legislation/Regulation, Project Finance, Financial Structuring, Fiscal Risk Analysis and Financial/ Economic Feasibility Analysis.

#### **Payment Requests**

Requests for payments related to the activities set forth in Section 2.1 of Annex I to this Administration Agreement will be sent by the World Bank to the Commission with the reference EC Contract No SRSS/S2018/030 and shall be addressed to:

Mr Giuseppe Menchi  
Structural Reform Support Service  
European Commission  
Office CHAR 10/040  
B-1049 Brussels  
Belgium

**LOGFRAME FOR THE PROPOSED ACTIVITIES**

<b>Component A</b>				
<b>Objective:</b> Assist the Government to put in place an operative tool for implementing its agenda vis-à-vis concessions				
<b>Outcomes</b>	Enhanced development of national as well as municipal property and resources through concessions where appropriate	Increased use of concessions for carrying out suitable national and municipal infrastructure and/or services projects	Data collected by the Coordinating Council (particularly through the National Concessions Register)	Active participation and reporting by relevant Bulgarian authorities (Coordinating Council, line ministries, municipalities)
<b>Outputs</b>	<ul style="list-style-type: none"> <li>National Strategy for Concession Development</li> <li>Indication of possible updates to Strategy (which would take place following its mid-term evaluation in 2020)</li> </ul>	<ul style="list-style-type: none"> <li>Adoption of the Strategy by the Council of Ministers</li> <li>Preliminary assessment of how Strategy may be enhanced/complemented</li> </ul>	<ul style="list-style-type: none"> <li>Decision by Council of Ministers</li> <li>Proposals for enhancement of Strategy submitted to Government</li> </ul>	Commitment and willingness by national and municipal Bulgarian authorities to adopt good practices and to vigorously implement the Strategy after its adoption
<b>Inputs</b>	<ul style="list-style-type: none"> <li>Summary of National Strategy on Concessions Development</li> <li>Report on proposals for improving/ complementing the Strategy as adopted by the Council of Ministers</li> <li>List of sample indicators for</li> </ul>	Delivery of these inputs to Government and their incorporation in the Strategy (as well as its possible update in 2020)	Endorsement of inputs and feedback from Government as to how these inputs were or will be utilized.	Commitment and willingness by national and municipal Bulgarian authorities to adopt good practices and to complement the Strategy after its adoption

	ex-post evaluation of the Strategy's implementation			
<b>Component B</b>				
<i>Objective:</i> Provide guidance to the Government on matters crucial to the preparation of PPP				
<b>Outcomes</b>	National and municipal contracting authorities know and understand how to select, prioritize and evaluate projects in economic and financial terms that are to be procured as PPP	Project selection, prioritization and evaluation according to good practice	Feedback from national and municipal contracting authorities  Data collected by the Coordinating Council through the National Concessions Register	Commitment by the Government of Bulgaria to promote and encourage the adoption of good practice  Active participation and reporting by national and municipal contracting authorities
<b>Outputs</b>	Guidance for contracting authorities on good practice concerning the selection, prioritization and evaluation of projects as PPP	Adoption and dissemination of this guidance to contracting authorities by Government (most likely the Council of Ministers)  Use of this guidance by contracting authorities in the preparation of relevant projects after guidance has been deployed	Decision by Council of Ministers  Feedback from contracting authorities on use and usefulness of this guidance	Commitment by Government to adopt good practice and by contracting authorities to implement the latter and report on their usefulness
<b>Inputs</b>	<ul style="list-style-type: none"> <li>• Guidebook on Project Selection, Prioritization and Evaluation for PPP</li> <li>• Workshop for dissemination of</li> </ul>	Delivery of these inputs to Government	Endorsement of inputs by Government and feedback from contracting authorities	Commitment by the Government of Bulgaria to ensure use of the guidebook by contracting authorities

	the guidebook and evaluation of its use			Active participation of target audience (national and municipal contracting authorities) to evaluate usefulness of guidebook during workshop
<b>Component C</b>				
<b>Objective:</b> Provide the Government with a benchmark on how PPP strategies or policies are/may be implemented				
<b>Outcomes</b>	Relevant Bulgarian authorities can benchmark the National Strategy for Concession Development and its implementation with how other countries have carried out their PPP strategy	First-hand experience from other countries obtained, captured and disseminated among target audience (Council of Ministers, Ministry of Finance, line ministries, municipalities, and the National Audit Office)	Documentation on information from other countries made available to relevant national and municipal authorities (most likely by the Council of Ministers)	Active participation of target audience (mentioned in left column) in acquiring and further disseminating this knowledge (for its potential use in updating the Strategy in the context of its mid-term evaluation in 2020)
<b>Outputs</b>	<ul style="list-style-type: none"> <li>• Three tours to European/EU countries to study implementation of their respective PPP strategy</li> <li>• Dissemination of results of these study tours</li> </ul>	Completion of both the study tours and the reports on their findings	<ul style="list-style-type: none"> <li>• Participation of relevant authorities in study tours</li> <li>• Making available of reports to relevant Bulgarian authorities beyond circle of participants</li> </ul>	Active participation of the above-mentioned target audience in both the study tours and the dissemination of subsequent reports
<b>Inputs</b>	<ul style="list-style-type: none"> <li>• Organization of three study tours</li> <li>• Report on findings, lessons learnt and their application to the Bulgarian context after each study tour</li> </ul>	Conducting of study tours as planned and subsequent submission of reports	<ul style="list-style-type: none"> <li>• Participation of relevant authorities in planning and conducting the study tours</li> <li>• Endorsement of reports by Government</li> </ul>	<ul style="list-style-type: none"> <li>• Selection of countries for study tours</li> <li>• Active participation of the above-mentioned target audience in the study tours</li> </ul>

				Contribution of target audience to reviewing and complementing the reports
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**INDICATIVE BUDGET FOR THE ACTIVITIES SET FORTH IN SECTION 2 OF  
ANNEX 1 TO THIS ADMINISTRATION AGREEMENT**

Expenditure Category	Average Number	Amount in Euro
Staff and individual consultant services	8	238,700
Cost of travel	4 missions	30,000
Cost of trainings	3 trainings	258,750
Other services (including translation)		19,750
<b>Sub-total</b>		<b>547,200</b>
Administration fee (5%)		28,800
<b>Total</b>		<b>576,000</b>

The amount estimated for personnel is calculated considering different levels of expertise estimated to be required for carrying out the activities described in Annex 1.

The World Bank Group entity may transfer amounts between categories of the indicative budget. This does not require an amendment of the Administration Agreement if the Action is carried out as described in Annex 1 – Trust Fund Description.

The number of units and amounts indicated in the budget are not binding and reflect the means envisaged for the implementation of the Action. The number of units indicated in the estimated initial budget may not be used to question the actual number of units reported during and at the end of action.