ADVISORY SERVICES AGREEMENT

on

Updating the Integrated Development Plan and Improving the Institutional Framework for the Ploiești Growth Pole

between

REGIONAL DEVELOPMENT AGENCY SOUTH MUNtenia

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 08 JANUARY 2015
AGREEMENT FOR ADVISORY SERVICES

AGREEMENT dated the 08 day of January 2015, between the Regional Development Agency South Muntenia (the "Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank").

WHEREAS, the Recipient has requested the Bank to provide to the Recipient technical assistance (analytical and advisory services) described in the Schedules to this Agreement for the update of the Integrated Development Plan and propose recommendations for the improvement of the institutional framework for the 2014-2020 programming period, 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, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Advisory Services. Schedule 1 to this Agreement contains an indicative list of categories of expertise 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 of expertise 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. The Recipient will provide the Bank with the names and contact information for Recipient personnel assigned to work on the Project.
4. **Recipient Contributions.** The Recipient shall carry out the activities and provide the facilities and other 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 Schedules 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, non-exclusive 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 their respective research, papers, publications, web sites, 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 the Schedule 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 Romanian Lei five hundred and ninety one thousand one hundred and twenty seven (RON 591,127) for the Advisory Services.

Invoices shall be sent to the Recipient in several tranches, 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>1 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>2 Two Intermediary Invoices</td>
<td>Time based</td>
<td>Every 3 calendar months*</td>
<td>within 30 business days from the end of the reporting period, upon submission and acceptance of the Intermediary Progress Report</td>
</tr>
<tr>
<td>3 Final Payment</td>
<td>Time based</td>
<td>Remaining period until 10 months from the Effective Date</td>
<td>within 30 business days of the agreement end date, upon the submission and acceptance of the Final Progress Report</td>
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</tbody>
</table>

* First reporting period - 3 months, considering the month of signing the agreement a full month, no matter the effective date
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 issue invoices in Romanian Lei and they shall be paid by the Recipient within 30 business days from the date of 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.

<table>
<thead>
<tr>
<th>Category of Experts</th>
<th>Estimated Maximum Number of Days</th>
<th>Daily Billing Rate (RON)</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Expert</td>
<td>20</td>
<td>6,696</td>
</tr>
<tr>
<td>Local Expert</td>
<td>239</td>
<td>1,913</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>RON 591,127</strong></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 reports and outputs as described in the table in Schedule 1 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 European Union logo and the logo for Structural Instruments in Romania, as well as the sentence “Project co-financed from European Fund for Regional Development through OP TA 2007-2013.” For the purposes of the table of reports and outputs described in the table in Schedule 1, the Bank shall submit the English version of the reports and outputs on the dates indicated in said table. The Bank shall submit the Romanian version of the reports and outputs within a maximum of 15 business days following the English version.
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 eleven (11) months after the Effective Date unless it shall earlier be renewed with the mutual agreement of the Recipient and the Bank.

(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 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 (i) 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-à-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 Project 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 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) 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 prevail.

(c) This Agreement may be executed in several counterparts, 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:

Regional Development Agency South Muntenia
Str. General Constantin Pantazi, nr. 7A, Cod postal 910164 Călărași, România

Phone: +40 242 331 769; 0728-026-708
Fax: +40 242 313 167

For the Bank:

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

Phone: +1 202 477-1234
Fax: +1 202 477-6391
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.

REGIONAL DEVELOPMENT AGENCY SOUTH MUNTEA

By: Liviu Gabriel Mușat
Director
Regional Development Agency South Muntenia (ADR Sud Muntenia)

Authorized Representative

Date: 08.01.2015

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Elisabetta Capannelli
Country Manager for Romania and Hungary
The World Bank

Authorized Representative

Date: 09.01.2015

Mirela Tache
Economic Director
Regional Development Agency South Muntenia (ADR Sud Muntenia)
SCHEDULE 1

Description of the Advisory Services
Updating the Integrated Development Plan and Improving the Institutional Framework for the Ploiești Growth Pole

1. **Background**
In 2012, the World Bank signed five Advisory Services Agreements with the Ministry of Regional Development and Public Administration (MRDPA), including one on Romania’s Growth Poles Policy and its potential improvements for the 2014-2020 programming period. The Growth Poles RAS had 3 components: 1) an analysis of the Growth Poles Policy; 2) TRACE Energy Efficiency studies for each of the 7 growth poles; and 3) an analysis of the Integrated Development Plans prepared by the growth poles for the 2007-2013 programming period. The results were shared and discussed throughout the country.

The Office of the Growth Pole Coordinator (GPC) in Ploiești, within the South Muntenia Regional Development Agency (RDA) and supported by a Project co-financed from the European Fund for Regional Development through the Operational Programme Technical Assistance 2007-2013, has reviewed the regional development technical assistance work provided under the aforementioned Advisory Services Program and expressed interest in developing it further. In particular, the Office of the GPC is interested to have the Bank help the Ploiești Growth Pole implement the recommendations made through two key activities: 1) support for the updating of the growth pole’s Integrated Development Plan for the 2014-2020 programming period; and 2) proposals for an improved institutional framework.

2. **Advisory Services**
   a. **Objective.** The general objective of the Advisory Services is to assist the Recipient through technical assistance to update the Ploiești Growth Pole Integrated Development Plan for the 2014-2020 Programming Period and to propose an improved institutional framework for coordinating the planning, implementation, and monitoring of projects corresponding to the growth pole Integrated Development Plan.

**Component 1: Support for the updating of the Ploiești Growth Pole Integrated Development Plan**

For the first component, the Bank will provide advisory services for updating the Integrated Development Plan for the 2014-2020 Programming Period. To this end, the 2007-2013 Integrated Development Plan provides a good starting base, as it already provides a clear vision and objectives, and includes a list of well thought-out projects. Consequently, the Bank will look to build on current strengths and make proposals for addressing gaps.

**Activity 1-1:** The Bank will support the Recipient in assessing key socio-economic indicators to determine recent trends and dynamics. The analysis will also include an overview of

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1 The full Romania Regional Development Program also covered issues pertaining to the institutional framework of the Regional Operational Programme (ROP), project selection models, proposals on improved spatial planning, and recommendations for enhanced territorial and regional development.
development strategies (for the Ploiești Growth Pole constituent localities: 1 municipality, 3 towns, 10 communes and Prahova County) to ensure proper coordination and harmonization of proposals. These insights can form the basis for an updated list of objectives and new project proposals.

**Activity 1-2:** The Bank will assist the Recipient in calculating prudent capital expenditure margins, proposing an operational budget that the Ploiești Growth Pole could allocate to new investments during the 2014-2022 programming and project implementation period. The methodology for determining prudent capital expenditure margins has been developed by the Bank and will be used for the prioritization of proposed projects within the Ploiești Growth Pole.

**Activity 1-3:** The Bank will support the Recipient in selecting a list of priority projects for the Ploiești Growth Pole for the 2014-2020 programming period. These will reflect development needs identified upon review of socio-economic indicators and through consultations.

**Activity 1-4:** The Bank will provide support to the Recipient in matching potential projects to available funding sources, considering eligibility criteria for state-budget and 2014-2020 EU-funded investments.

**Activity 1-5:** The Bank will provide assistance to the Recipient in engaging with local communities and vested stakeholders throughout the updating of the Integrated Development Plan, in collaboration with the GPC and local authorities, to ensure that their voices are reflected in the final document. Of particular importance will be the engagement of the poor and marginalized in Ploiești to ensure that their needs can be addressed through targeted measures.

**Component 2: Proposals for improving the Ploiești Growth Pole’s institutional framework**

The second component aims to offer recommendations for an improved institutional framework for coordinating the planning, implementation and monitoring the Integrated Development Plan, offering solutions for how the Office of the GPC could perform its duties more efficiently and effectively given existing constraints. Of particular importance is to identify the ways in which working relationships can be enhanced between the GPC and the beneficiaries of financing – i.e., the local authorities that are the *de facto* implementers of proposed projects. Other important relationships include the GPC’s collaboration with the members of ”Ploiești-Prahova Growth Pole” Intercommunity Agency, the RDA, the Managing Authorities of various EU-funded programs, other growth pole coordinators, and the residents of the growth pole area as the ultimate beneficiaries of Integrated Development Plan projects.

**Activity 2-1:** The Bank will provide assistance to the Recipient to perform a full diagnostic of the current institutional system, focusing on key players (i.e., who does what) and the legal framework (i.e., what could be done given current constraints). The Bank will provide recommendations for addressing existing challenges.

**Activity 2-2:** The Bank will provide support to assess the framework for establishing the strategic development directions for the Ploiești Growth Pole, including a summary of main strategies and the actual process for developing these documents to determine the *de jure* and *de
facto role of various actors (e.g., the GPC, the Ploiești City Hall and authorities in neighboring localities, civil society, marginalized groups etc.).

**Activity 2-3:** The Bank will assist in evaluating institutional challenges related to the project implementation and post-implementation phases (i.e., how the strategic directions are put into practice), including monitoring and evaluation (M&E) and knowledge sharing mechanisms. The assessment will address both formal and informal cooperation mechanisms, focusing on the current role of the GPC in relation to other stakeholders (e.g., local authorities, intermediate bodies and managing authorities of EU-funded programs, central-level bodies, etc.). The Bank will propose institutional solutions for enabling more effective project implementation and post-implementation.

**Activity 2-4:** The Bank will help the Recipient to perform a quick analysis of experiences with territorial planning to offer examples of best practices – internal and external – that could be applied in Ploiești Growth Pole.

**Activity 2-5:** The Bank will support the Recipient in presenting findings and recommendations to key stakeholders involved and incorporate their feedback.

b. **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>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 <strong>Inception Report (both components)</strong>&lt;br&gt;Summarizes the initial discussions with key counterparts on the scope of the analysis, methodology to be used, planning of activities, major concerns, time frames, counterpart team members, data availability, communication, etc.</td>
<td>3 months</td>
</tr>
<tr>
<td>2 <strong>Workshop presentation of intermediary results (both components)</strong>&lt;br&gt;Support to the Recipient in organizing a workshop with key stakeholders to present, validate, and refine the findings and recommendations corresponding to intermediary reports under both components.</td>
<td>7 months</td>
</tr>
<tr>
<td>3 <strong>Workshop presentation of intermediary results (both components)</strong>&lt;br&gt;Support to the Recipient in organizing a workshop with key stakeholders to present, validate, and refine the findings and recommendations corresponding to final reports under both components.</td>
<td>10 months</td>
</tr>
</tbody>
</table>

**COMPONENT 1: Support for the updating of the Ploiești Integrated Development Plan**

<table>
<thead>
<tr>
<th>Intermediary Report</th>
<th>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 <strong>Intermediary report regarding the updating of the Ploiești Integrated Development Plan for the 2014-2020 programming period.</strong></td>
<td>6 months</td>
</tr>
</tbody>
</table>
### COMPONENT 2: Proposals for improving the Ploiești Growth Pole’s institutional framework

<table>
<thead>
<tr>
<th>Output</th>
<th>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Final Report</strong></td>
<td></td>
</tr>
<tr>
<td>Final report regarding the updating of the Ploiești Integrated Development Plan for the 2014-2020 programming period. The recommendations to be included in the report will provide a set of targeted strategies and specific action steps. It will not be an exhaustive list of actions nor constitute a detailed implementation program.</td>
<td></td>
</tr>
<tr>
<td>5 months</td>
<td>9 months</td>
</tr>
</tbody>
</table>

**COMPONENT 2: Proposals for improving the Ploiești Growth Pole’s institutional framework**

- **Intermediary Report**
  - Intermediary report including proposals for improving the Ploiești Growth Pole’s institutional framework. 6 months

- **Final Report**
  - Final report including proposals for improving the Ploiești Growth Pole’s institutional framework. The recommendations to be included in the report will provide a set of targeted strategies and specific action steps. It will not be an exhaustive list of actions nor constitute a detailed implementation program. 9 months

3. **Bank Personnel**
   The Bank will be responsible for determining the appropriate composition of the team needed to fulfill the Advisory Services. The team will include senior public sector specialists and urban management specialists with expertise in the following areas: regional development, integrated planning, social development, EU funds management, fiscal and financial management, public administration, public investment management, GIS (Geographic Information System) mapping, legal, and human resources. The Bank will enter into contracts with local and international consultants as deemed appropriate for the work.

4. **Counterparts and Facilities**
   (a) The Recipient will provide facilities for conducting meetings, as described in this Agreement. For all such activities to be conducted pursuant to this Agreement, the Recipient will provide, or cover, the cost of the facilities (including the venue) and other reasonable expenditures necessary for successful completion of each meeting.

   (b) The Recipient 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, and 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 employees, managers, auditors and agents working on 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 4 (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

Component 1:

- Types of Activities and Analysis Completed
- Anticipated next steps

Component 2:

- 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/Role</th>
<th>Month 1 week</th>
<th>Month 2 week</th>
<th>Month 3 week</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
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</tbody>
</table>

Date & Country Manager's/other World Bank designated representative's signature

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)
Certification Note for Services provided under the Advisory Services Agreement on

Updating the Integrated Development Plan and Improving the Institutional Framework for the Ploiești Growth Pole

Objective of the Advisory Services Agreement:

The objective of the Advisory Services is to assist the Recipient through technical assistance to update the Ploiești Growth Pole Integrated Development Plan for the 2014-2020 Programming Period and to propose an improved institutional framework for coordinating the planning, implementation, and monitoring of projects corresponding to the growth pole Integrated Development Plan.

Reporting Period:

Description of Services provided:

(short presentation of services provided during the reporting period)

(Country Manager’s/World Bank designated representative’s signature)

Date: