REIMBURSABLE ADVISORY SERVICES AGREEMENT

between

MINISTRY OF EDUCATION AND SCIENCES OF THE REPUBLIC OF PARAGUAY

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated December 5, 2017
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 5th day of December, 2017, between the MINISTRY OF EDUCATION AND SCIENCES OF THE REPUBLIC OF PARAGUAY (the “Client”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”) (jointly referred to as “the Parties”).

WHEREAS, the Client has requested the Bank to provide to the Client reimbursable advisory services (the “Reimbursable Advisory Services” or “RAS”) described in the Schedule to this Agreement to provide technical assistance for the design of a rigorous impact evaluation to understand how the results of the Republic of Paraguay’s student learning assessment can be used to improve intermediate education and learning outcomes.

NOW, therefore, the Parties hereto agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the Client 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. **Client Contacts.** In carrying out the Reimbursable Advisory Services, the Bank shall work closely with the designated officials of the Client. The Client shall 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: (a) the Client and its personnel shall carry out their respective duties in a satisfactory and timely manner; and (b) the Client shall 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 Client shall pay the Bank a fixed fee of one hundred nineteen thousand one hundred thirty-nine US Dollars (US$ 119,139) payable ten days after the Effectiveness Date.

   (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 United States Dollars, 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.

5. **Effectiveness.** (a) This Agreement shall become effective (the "Effectiveness Date") as of the date upon which the Bank shall dispatch to the Client notice of its acceptance of evidence that: (i) the Client has duly signed this Agreement; and (ii) this Agreement has been duly authorized or ratified by and executed and delivered on behalf of the Client and is legally binding upon the Client in accordance with its terms.

   (b) As part of the evidence to be furnished pursuant to Section 5 (a) above, there shall be furnished to the Bank an opinion satisfactory to the Bank of counsel acceptable to the Bank showing on behalf of the Client that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf of, and is legally binding upon the Client in accordance with its terms.

6. **Expiration.** This Agreement shall expire on the day falling eight months after the Effectiveness Date unless it shall earlier be renewed with the mutual agreement of the Client and the Bank.

7. **Termination.** Either the Client 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 Client 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.

   (b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Client’s failure to provide its contribution as set forth in Section D of the Schedule to this Agreement 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, e-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 e-mail or 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 Client:

Ministry of Education and Sciences of Paraguay
Gral. Diaz esquina Hernandarias
Edificio Natura 1º piso, Asunción Paraguay

E-mail: uepp@mec.gov.py

For the Bank:

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

Phone: (202) 477-1234
Fax: (202) 477-6391
E-mail: myanezpagans@worldbank.org

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.

MINISTRY OF EDUCATION AND SCIENCES OF THE REPUBLIC OF PARAGUAY

By: ________________________________
Authorized Representative

Name: Felix Hermann Kemper
Title: General Coordinator
Date: Dec. 5, 2017

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: ________________________________
Authorized Representative

Name: Celia Ortega Soto's
Title: Resident Representative
Date: Dec. 5, 2017
SCHEDULE

Description of the Reimbursable Advisory Services

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

1. Design a strategy to disseminate the results from the first national census of student learning assessments conducted by the Client in 2015.
2. Design school report cards focused on the relevance of their content to be used as a diagnostic tool for schools to improve education intermediate indicators and student learning outcomes.
3. Design training material on the use of the school report cards for schools to improve education intermediate indicators and student learning outcomes.
4. Design an impact evaluation to measure the effect of the dissemination strategy, including logical framework, sampling, power calculations, identification strategy, and selection of indicators to be measured.
5. Design instruments to measure impacts of the implementation of the dissemination strategy by the Client.

Any change to the foregoing scope of work shall be set out in a writing signed by the Client and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Deliverables</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical note outlining strategy to disseminate the results from the first national census of student learning assessments conducted by the Client in 2015.</td>
<td>Six (6) months after the Effectiveness Date</td>
</tr>
<tr>
<td>2</td>
<td>School report cards designed to maximize its relevance to be used by schools as a diagnostic tool.</td>
<td>Two (2) months after the Effectiveness Date</td>
</tr>
<tr>
<td>3</td>
<td>Training material on the use of the school report cards to improve education intermediate indicators and student learning outcomes.</td>
<td>Four (4) months after the Effectiveness Date</td>
</tr>
<tr>
<td>4</td>
<td>Technical note with the proposed impact evaluation design, including logical framework, sampling, power calculations, identification</td>
<td>Two (2) months after the Effectiveness Date</td>
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<tr>
<td>Component</td>
<td>Deliverables</td>
<td>Deadline</td>
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<td>strategy, and selection of indicators to measure the impact of the dissemination strategy on education intermediate indicators and student learning outcomes.</td>
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<tr>
<td>5</td>
<td>Questionnaires designed to collect data to measure the impacts of the implementation of the dissemination strategy on intermediate and student learning outcomes.</td>
<td>Four (4) months after the Effectiveness Date</td>
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</tbody>
</table>

C. **Bank Personnel.** The following is an indicative list of the persons likely to be involved in carrying out the Reimbursable Advisory Services:

- Monica Yanez Pagans, Economist, World Bank
- Helena Rovner, Senior Education Specialist, World Bank
- Antonella Novali, Operations Analyst, World Bank
- Jasmine Anne Pineda, Program Assistant, World Bank
- Maria Jose Vargas Mancera, Analyst, World Bank

D. **Counterparts and Facilities.** The Client shall carry out the following activities in support of the Reimbursable Advisory Services:

   (a) provide to the Bank all information that may be necessary for carrying out the activities and deliverables described, respectively, in Sections 2 and 3 of the Schedule to this Agreement;

   (b) provide timely comments to draft documents when requested by the Bank;

   (c) organize and actively participate in joint working sessions with the Bank and in any other activities necessary for carrying out of the Reimbursable Advisory Services; and

   (d) designate the team members that will operate as technical counterparts of the Bank during the carrying out of the Reimbursable Advisory Services.

E. **Records.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Client such information regarding the Reimbursable Advisory Services as the Client shall reasonably request.
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 Client hereunder is non-exclusive and shall not restrict the Client 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 Client 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 Client and Bank Personnel.

3. **Client Contributions.** The Client 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 agree that this Agreement and the outputs set out in the Schedule to this Agreement shall only be made available to the public after the Client has given its written consent to such disclosure. For this purpose, the Client hereby authorizes the Bank 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 provided by the Client in support of the Reimbursable Advisory Services, the Client reserves the right to designate said information as confidential. The Bank may publicly disclose such information only after the Client has given its prior consent. With respect to underlying information (other than the final outputs) provided by the Bank in support of the Reimbursable Advisory Services, the Bank reserves the right to designate said information as confidential. The Client may publicly disclose such information only after the Bank has given its prior consent.

6. **Intellectual Property.** The intellectual property rights of each Party 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 Client; 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, websites, and other media without the consent of the Client, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in Section 5, Confidentiality, of this Annex.

7. **Representation of the Bank’s Views and Use of the Bank’s Name, Marks and Logo.** (a) The Client 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 Client 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 Reimbursable Advisory Services.

8. **Disclaimers and Liabilities.**

(a) While the Bank shall 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 Client or other third party for any loss, cost, damage or liability that the Client shall incur as a result of the Reimbursable Advisory Services.

(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-à-vis third Parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Client in respect of a project or otherwise.

9. **Enforceability.** The rights and obligations of the Bank and the Client 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.
10. **Settlement of Disputes.** (a) The parties hereto shall 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 Client 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.** The Client recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank’s Articles of Agreement and other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank’s Articles of Agreement and other applicable rules of law. This includes, *inter alia*, the immunity of the Bank, its assets, income and its 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, 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.
This Agreement has also been prepared in the Spanish language at the request of the Client, however, only the English version of the Agreement shall be legally binding.

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 Client 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 Client, shall continue in full force and effect.