Mr. Mihailo Jovanović
Acting Director, Office for Information Technologies and E-Government
Government of Serbia
Nemanjina 11
11000 Belgrade
Republic of Serbia

Re: TFSCB III Grant No. TF0A4983
Trust Fund for Statistical Capacity Building III ("TFSCB-III")
Implementation of the Open Data Action Plan in Serbia
Letter Agreement

Dear Mr. Jovanović:

In response to the request for financial assistance made on behalf of the Ministry of Public Administration and Local Self-Government - Directorate of e-Government of the Republic of Serbia, which has been succeeded by the Office for Information Technologies and E-Government ("Recipient"), an instrumentality of the Republic of Serbia ("Member Country"), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association ("World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the Multi-Donor Trust Fund for Statistical Capacity Building III ("TFSCB III"), proposes to extend to the Recipient, for the benefit of the Member Country, a grant in an amount not to exceed three hundred five thousand three hundred and forty Dollars (US$305,340) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Stephen Ndegwa
Country Manager
Serbia Country Office

AGREED:

OFFICE FOR INFORMATION TECHNOLOGIES AND E-GOVERNMENT,
GOVERNMENT OF SERBIA

By
Authorized Representative

Name: MIHAILO JOVANOVIĆ

Title: Acting Director

Date: OCTOBER 17, 2017

Enclosures:

(1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012; and

(2) Disbursement Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017.
Article I

Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions"), constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

(a) "Directorate of e-Government" means an instrumentality of the Republic of Serbia, established under the Law on Ministries as an administrative body within the Ministry of Public of Administration and Local Self-Government.

(b) "IT" means information technology.

(c) "Law on Ministries" means the law of the same name, dated April 26, 2014, (published in the Official Gazette of Republic of Serbia, Nos. 44/2014, 14/2015, 54/2015 and 96/2015-dr. Law).

(d) "ODWG" means an Open Data Working Group created by the Directorate of e-Government pursuant to Governmental Decision, dated March 10, 2016, and based on Article 30 of the Recipient’s Law on State Administration (published in Official Gazette of Republic of Serbia, Nos. 79/05, 101/07, 95/10 and 99/14), and comprising various Serbian governmental and non-governmental agencies, to implement the Open Data Action Plan.

(e) "Office for Information Technologies and E-Government" means an instrumentality of the Republic of Serbia established pursuant to Governmental Decree, titled On the Office for Information Technologies and E-Government, dated July 28, 2017 (published in the Official Gazette of Republic of Serbia, No. 73), which provides, *inter alia*, that the said Office shall assume and take over the rights, liabilities, objects, equipment, instruments of labor and the archive generated in the course of operation of the Directorate of e-Government, necessary for carrying out the expert activities set forth by the said Decree.

(f) "Open Data Action Plan" means the Recipient’s plan adopted as a chapter within the Recipient’s Action Plan for the Development of Electronic Government in December 2015, aimed at the establishment of open government through harmonizing the legal and institutional framework for open data, implementing open data pilot projects, raising awareness on the significance of open data, and stimulating reuse of data.
Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to facilitate the Recipient's development of an open data ecosystem that would catalyze a broader digital transformation of the country, improve government services delivery to citizens and generate innovations and growth in the IT industry, especially for small and medium size enterprises.

The Project consists of the following activities:

(a) Support to the functioning of the ODWG. Provision of technical assistance, training and mentoring activities for ODWG staff and carrying out of workshops with relevant agencies and organizations to collect best practices, monitor the use of open data and ensure coordination with ODWG and relevant stakeholders.

(b) Support to developing the legislative framework for open data. Provision of technical assistance to the ODWG to review existing legislation and draft new legislation on open data and the carrying out of related workshops.

(c) Support to developing the institutional framework for open data. Provision of technical assistance and training to ODWG staff to carry out an assessment of best practices and develop an institutional framework for open data.

(d) Development of a central open data portal. Provision of technical assistance and software development services to ODWG to develop an open data portal.

(e) Pilot projects and support to individual institutions with the opening of data. Provision of technical assistance and, if exceptionally justified, equipment and hardware to selected data-holding institutions; and development and implementation of a training program targeted to selected university students and open data activists.

(f) Stimulating demand for open data and support to open data users. Development and implementation of a communication strategy aimed at stimulating demand for open data.

(g) Development of open data knowledge products. Development and publication of open data knowledge products, including guides, toolkits and case studies collecting global best practices.

(h) Broader stakeholder promotion and capacity building activities. Implementation of: (i) open data promotion activities, including a national conference; and (ii) capacity building activities, including training and workshops, for relevant stakeholders.

2.02. Project Execution Generally. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016 (“Anti-Corruption Guidelines”); and (c) this Article II.
2.03. **Institutional and Other Arrangements.** The Recipient, through its Office for Information Technologies and E-Government, shall carry out the Project, maintaining staff in adequate numbers with terms of reference and qualifications acceptable to the World Bank.

2.04. **Project Monitoring, Reporting and Evaluation**

(a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

2.05. **Financial Management**

(a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure, through UNDP, that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester covering the semester, in form and substance satisfactory to the World Bank.

(c) The requirement for having the Project Financial Statements audited is waived based on the UNDP implementation role and the Financial Management Framework Agreement between the World Bank and the United Nations (September 2010), which confirms that United Nations' procedures provide sufficient assurance to the World Bank on the use of project funds.

2.06. **Procurement.** All goods, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for Borrowers under Investment Project Financing” dated July 1, 2016 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated March 29, 2017 provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures**

(a) The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures consisting of consulting services, Training, Workshops and Operating Costs inclusive of Taxes.
(b) For purposes of this Section:

(i) the term “Training and Workshops” means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training and workshop preparation and implementation (but excluding goods and consulting services).

(ii) the term “Operating Costs” means the incremental costs directly incurred on account of Project management, including, *inter alia*, equipment and computer maintenance, office supplies, utilities, and communication costs.

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is September 9, 2019.

Article IV
Effectiveness; Termination

4.01 Effectiveness. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

4.02. As part of the evidence to be furnished pursuant to Section 4.01, the Recipient shall furnish to the World Bank an opinion satisfactory to the World Bank, of counsel acceptable to the World Bank, or if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing that:

(a) the Recipient has the legal capacity under the laws of the Republic of Serbia to: (i) enter into this Agreement; (ii) accept the Grant and its terms; and (iii) carry out the Recipient’s obligations herein, all for the benefit of the Republic of Serbia; and

(b) this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Recipient and is legally binding upon it in accordance with its terms.

4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date sixty (60) days after the
date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

5.01. **Recipient's Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Director.

5.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Office for Information Technologies and E-Government
Government of Serbia
Nemanjina 11
11000 Belgrade
Republic of Serbia

Telephone:

+381 11 33407 37
+381 11 33418 85

5.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391