ADVISORY SERVICES AGREEMENT

on

Providing Support to
Strengthening the Regulatory Impact Assessment Framework in Romania

between

CHANCERY OF THE PRIME-MINISTER

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 24.10.2014
AGREEMENT FOR ADVISORY SERVICES

AGREEMENT dated the 24th day of April 2014, between the CHANCELLERY OF THE PRIME-MINISTER (the "Recipient" or "CPM"), through the Directorate for Policy and Programs Coordination, (the "DPPC"), and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank").

WHEREAS, the Recipient has requested the Bank to provide to the Recipient analytical or advisory services described in the Schedules to this Agreement to assist the CPM, through the DPPC, streamline the institutional and legal system for RIA in Romania by creating technical capacity and streamlining the RIA system within Romania's administration, and raising awareness at the political level regarding the relevance of RIA as an evidence-based decision-making, 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 Bank Personnel 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 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 activities carried out in the framework of this Agreement.

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 six million one hundred and ninety three thousand and four hundred and fifty five New Romanian Lei (RON 6193455) 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 maximum effectiveness date of this Agreement and after receipt from the Bank of an invoice</td>
<td></td>
</tr>
<tr>
<td>2 Intermediary invoices</td>
<td>Time based</td>
<td>Every three calendar months*</td>
<td>within 30 business days from the end of the reporting period upon submission of the Intermediary Progress Reports</td>
</tr>
<tr>
<td>3 Final Payment</td>
<td>Time based</td>
<td>Remaining period until 18 months from the Effective date</td>
<td>within 30 business days from the end of the 18th month, from the Effective date of the Agreement, upon submission of the Final Progress Report</td>
</tr>
</tbody>
</table>

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 New Romanian Lei and they shall be paid by the Recipient in New Romanian Lei 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>830</td>
<td>6,156</td>
</tr>
<tr>
<td>Local Expert</td>
<td>485</td>
<td>2,235</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>485</strong></td>
<td><strong>RON 6,193,455</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.

* For the first reporting period of 3 months, the month of signing the agreement will be considered a full month, no matter the effectiveness date.
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 progress 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 Regional Development Fund through Operational Programme for Technical Assistance 2007-2013.” The Romanian translation of the technical outputs shall be submitted within a maximum of 15 days after the English version.

(d) 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 eighteen (18) 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-a-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 is executed in two (2) counterparts in English, each of which is an original, but all of which constitute the same agreement.

20. **Language.** This Agreement is drafted in English language.

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.
The following addresses are specified for the purposes of this Agreement:

For the Recipient:

CHANCELLERY OF THE PRIME-MINISTER
Directorate for Policy and Programs
1 Victoriei Square,
Bucharest,
Romania

Phone: +40 21.311.91.89
Fax: +40 21.311.89.92

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.

CHANCELLERY OF THE PRIME-MINISTER

By: Radu Puchianu
State Secretary
Chancellery of the Prime-Minister

Authorized Representative
Date: 24.04.2014

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Elisabetta Capannelli
Country Manager for Romania
The World Bank

Authorized Representative
Date: 24.04.2014
SCHEDULE 1

Description of the Advisory Services

On

Providing Support to Strengthening the Regulatory Impact Assessment Framework in Romania

1. **Description of Activities**

The objective of the Reimbursable Advisory Services is to assist the CPM, through the DPPC, streamline the institutional and legal system for RIA in Romania by (i) creating technical capacity and streamlining the RIA system within Romania’s administration, and (ii) raising awareness on the relevance of RIA as an evidence-based decision-making tool.

Three components will be developed to achieve these objectives. All the activities are tightly linked and will be carried out in parallel and in a strongly coordinated manner, to help reinforce interconnected objectives.

**Component 1: Improvement of the Impact Assessment System in Romania**

Review the existent set of documents on the RIA system to help the Recipient streamline them and to support the necessary institutional changes and legal amendments. The revised RIA system will be subsequently tested through selected pilot projects (see Component 3).

This process will result in a series of recommendations on how to improve the RIA system in Romania that will require approval by the Government of Romania.

In particular, this component will develop a methodological approach based on the current capacities in Romania, which also intends to promote the use of analytical approaches to assess economic, financial and budgetary impacts of proposed or reviewed regulations.

The **deliverables of this component include:**

- **1.1.** An assessment of the current gaps of the RIA system in Romania.
- **1.2.** Recommendations for a new institutional and legal system for RIA in Romania, which will include support in the drafting of legal provisions for RIA, methodological guidance to conduct financial, budget and economic analysis for RIA and necessary draft templates, recommendations for an institutional framework, and consultation mechanisms for RIA.
- **1.3.** Review of recommendations.

**Component 2: Capacity Building and Raising Political Awareness**

This component will first aim to develop a RIA technical assistance program devoted to different target groups, such as technical and legal staff responsible for drafting regulations (including key technical staff from the target ministries involved in the pilot projects (See Component 3), the central government, policy makers and stakeholders, in order to create capacities to conduct and use the tool, as well as to create demand for the use of RIA.

Second, it will seek to raise political awareness regarding the benefits of using evidence-based assessments for regulatory decisions.

In addition, these activities will support the development of pilot RIA projects by enhancing specific technical expertise in key selected ministries (see Component 3).

The **deliverables of this component include:**
2.1. An assessment of the capacity building needs within the Romanian administration in relation to the preparation and review of regulations.

2.2. The delivery of a capacity-building plan that will consist of face-to-face technical assistance and study tours.

2.3. Advocacy and awareness raising activities that will include the preparation of workshops, peer learning events and high-level presentations.

Component 3: Pilot Projects

Development of pilot projects at the Ministry of Economy, Ministry of Labor, and Ministry of Regional Development to support the creation of technical capacities, to test the new RIA system, and to learn from practical experience.

Experimenting with concrete regulatory challenges is fundamental to show the relevance of using RIA in regulatory decision-making. In principle the pilot exercises will focus on the assessment of new forthcoming regulation(s). However, depending on the agenda of each specific ministry, where RIA system will be piloted, the assessment may also consider the evaluation of one existing regulation.

The pilot projects will be selected based on specific criteria, such as relevance of the topic, authority of the selected ministry over the target regulation, and time-bound characteristics, so that working groups are allowed sufficient time to conduct the analysis. The methodological approach to RIA will follow best international practices. The assessment will include qualitative and quantitative aspects, which will be tested during the preparation of the pilots. The definition of the topics for the pilot projects will be defined based on specific guidelines and criteria agreed between the Bank and the DPPC, following the review of the RIA system (see Component 1).

In addition, the pilot projects will respond to the need to correlate sectoral policy making with the identification of funding and programming needs of the projects that will be supported through EU structural funds over 2014 – 2020 to help line ministries identify different options for interventions and to assess the their potential impact. An initial assessment of coordination issues within ministries will indicate potential areas of improvement that can be addressed during the pilot phase.

The deliverables of this component include:

3.1. Recommendations on the design of the pilot projects and selection of cases.

3.2. Development of the pilot projects to implement the RIA system in Romania, which will include enhancement of technical expertise, preparation of final reports, and integration of results in the decision-making process.

3.3. Advocacy and awareness raising activities that will include the preparation of workshops, peer learning events and high-level presentations.

2. 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 upon timely feedback from the Recipient, as described below:

<table>
<thead>
<tr>
<th>Components</th>
<th>Deliverables</th>
<th>Tentative delivery date (months after Effective Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPONENT 1.</td>
<td>Report 1.1.1 - Report on current gaps of the RIA system in Romania</td>
<td>3 months</td>
</tr>
</tbody>
</table>

* The implementation of the pilot project is conditional on the client’s endorsement of the results under Component 1 and Component 2 as presented in Reports 1.1.1, 1.2.1, 1.2.2, and 2.1.1.
<table>
<thead>
<tr>
<th>COMPONENT 1.</th>
<th></th>
</tr>
</thead>
</table>
| **1.2. Recommendations of a** | **1.2.1** - Report containing:  
- Legal basis for RIA: preparation of the new regulation and recommendations for improvement  
- Methodological guide to conduct financial, budget and economic analysis for RIA and necessary draft templates  
- Report on the revised institutional RIA system in Romania  
- Recommendations on potential improvements in the consultation process for RIA in Romania  

**1.2.2** - Consolidation report on the proposed new legal and institutional RIA system for Romania; capacity building needs; guidance on financial, budget, and economic analysis for RIA and necessary draft templates; as well as recommendations for improvement  |
| **1.3. Review of recommendations** | **1.3.1.** - Final report reviewing the proposed legal and institutional RIA system for Romania, including guidance on financial, budget and economic analysis for RIA and required draft templates, and overall recommendations for improvement  |

<table>
<thead>
<tr>
<th>COMPONENT 2.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1. Assessment of the capacity building needs within the Romanian administration in relation to the preparation and review of regulations.</strong></td>
<td><strong>2.1.1</strong> Report on capacity building needs</td>
</tr>
<tr>
<td><strong>2.2. Capacity building activities in the format of face-to-face peer events.</strong></td>
<td><strong>2.2.1.</strong> Peer events for technical and legal staff (a maximum of 7 events of 5 days)</td>
</tr>
<tr>
<td>COMPONENT 3.</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------</td>
</tr>
</tbody>
</table>
| 3.1. Recommendations on the design of the pilot projects and selection of cases. | Report 3.1.1. Report on the design of pilot projects and selected cases  
Report 3.1.2. Report on coordination regarding the correlation between sectorial policy making with funding and programming needs for EU non-reimbursable funds in selected ministries for pilot projects |
| 3.2. Development of the pilot projects to implement the RIA system in Romania, which will include technical expertise, preparation of final reports and integration of results in the decision-making process. | Peer module 3.2.1. Peer events with the working groups in charge of the pilot projects (technical in-situ discussions and long distance support)  
Report 3.2.2. Pilot projects reports |
| 3.3. Advocacy and awareness raising activities that will include the preparation of technical workshops and awareness events. | 3.3.1. Awareness events  
3.3.2. Technical workshops for the center of government  
3.3.3. Final workshop to present the results of pilot projects and share experiences |

3. **Bank Personnel**

The Bank will be responsible for determining the appropriate composition of teams needed to fulfill the Advisory Services. The Bank Personnel will include senior economists, private sector specialists, regulatory experts and sector specialists for each of the selected pilot projects (business environment, labor and regional development).

4. **Counterparts and Facilities.**
(a) For the technical workshops, peer events, awareness events, study tours and final workshop described as per the item 2 of the Timetable in Section 2 above, the Recipient shall provide the cost of the workshop facilities (including, venue) and shall provide other reasonable expenditures necessary for successful completion of these activities.

For all other workshops activities to be conducted pursuant to this Agreement, the Recipient may provide, or cover, the cost of the workshop facilities (including, venue) and may provide other reasonable expenditures necessary for successful completion of each workshop including, cost of photocopying, refreshments, snacks or other food for the attendees, unless otherwise specified in this agreement. If the Recipient does not provide or cover the costs of the workshop facilities and other reasonable expenditures, the costs of the workshops may be financed out of the fee referred to in Section 11 (a) of this Agreement.

(b) The CPM shall provide meeting facilities at their premises for the purpose of facilitating the Advisory Services to be provided by the Bank.

(c) 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.

(d) 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, 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 documents and records relevant to the Advisory Services and to Recipient employees and managers 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.

(e) 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
   • 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>Timesheet (days worked each week)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Month 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>week</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4</td>
</tr>
</tbody>
</table>

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*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).

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*Date & Country Manager's/other World Bank designated representative's signature*
SCHEDULE 4
SAMPLE CERTIFICATION NOTE

Certification Note for Services provided under
The Advisory Services Agreement on
Romania: Providing Support to
Strengthen the Regulatory Impact Assessment Framework in Romania

Objective of the Advisory Services Agreement:

The objective of the Advisory Services is to assist the CPM, through the DPPC, streamline the institutional and legal system for RIA in Romania by creating technical capacity and streamlining the RIA system within Romania’s administration, and raising awareness at the political level regarding the relevance of RIA as an evidence-based decision-making, ____________________.

Reporting Period:
........................................................................................................

Description of Services provided:
........................................................................................................
(Short presentation of services provided during the reporting period)

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

Date: