ADVISORY SERVICES AGREEMENT

on

Providing Support to the Establishment of a Delivery Unit

between

CHANCELLERY OF THE PRIME-MINISTER

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 31 01, 2014

NR 592 | RP
AGREEMENT FOR ADVISORY SERVICES

AGREEMENT dated the 31st day of October, 2014, between the CHANCELLERY OF THE PRIME-MINISTER (CPM), through the Directorate for Policy and Programs Coordination, (the “Recipient” or “CPM”) 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 of the Government of Romania strengthen the delivery system and establish a central delivery unit (DU) aimed at improving and strengthening the Government’s capacity to implement selected policy priorities and deliver results, 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 four million five hundred and sixty thousand and one hundred and forty euro (EUR 4,560,140) 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>Every three calendar months*</td>
<td>within 21 business days of the effectiveness date of this Agreement and after receipt from the Bank of an invoice</td>
</tr>
<tr>
<td>2 Intermediary invoices</td>
<td>Time based</td>
<td>Remaining period</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></td>
<td>within 30 business days from the end of the Agreement, upon the 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 EUR and they shall be paid by the Recipient in New Romanian Lei, calculated at the exchange rate of the National Bank of Romania on the date of the payment, 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 (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Expert</td>
<td>1,485</td>
<td>1,860</td>
</tr>
<tr>
<td>Local Expert</td>
<td>3,160</td>
<td>569</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>EUR 4,560,140</td>
</tr>
</tbody>
</table>

*First reporting period - 3 months, considering the month of signing the agreement a full month, no matter the effectiveness date.*
(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 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 OP 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 twenty one (21) 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.

(b) 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 Puchiu
State Secretary

Authorized Representative
Date: Jan 31, 2014

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Elisabetta Capannelli
Country Manager for Romania
The World Bank

Authorized Representative
Date: Jan 27, 2014
SCHEDULE 1

Description of the Advisory Services

On

Providing Support to the Establishment of a Delivery Unit

1. Description of Activities

The objective of the Reimbursable Advisory Services is to assist the CPM, through the Directorate for Policy and Programs Coordination, establish a DU in line with best international practices aimed at improving and strengthening the Government’s capacity to implement selected policy priorities and deliver results. In particular, the Advisory Services will assist the Recipient in achieving its objectives of: (a) facilitating a high-level dialogue to identify priority outcome indicators and associated delivery challenges; (b) establishing the institutional framework for improving policy implementation and delivery of Government priorities; (c) establishing a monitoring system and indicators for tracking progress on the delivery of selected priorities; and (d) developing institutional capacity for monitoring and communicating with relevant stakeholders on progress.

Strengthening the center of the Government has been identified by the Government of Romania as one of the essential tasks to overcome public sector delivery challenges. The CPM has identified key weaknesses in policy making and implementation and has requested assistance to the World Bank to help the Government improve its performance through the strengthening of the delivery system and the establishment of a DU. Specific issues identified by the Government of Romania include lack of government-wide policy prioritization resulting in policy overload, conflicting policy mandates, weak coordination across the Government and weak policy implementation. This is further compounded by weak strategic planning and performance monitoring frameworks in line ministries, as well as low absorption of EU Structural and Cohesion Funds as a result of ineffective project prioritization.

The Government of Romania expects that the establishment of a DU could help address short-term constraints and start building, at the same time, a result and delivery oriented administration to address more structural deficiencies. The Government of Romania has already taken initial steps toward the development of a delivery system and the establishment of a DU. Also, the Government of Romania expects that by increasing the policy and project implementation capacities of line ministries, the DU could also lead to improved absorption of the EU Structural and Cohesion Funds (particularly, for the upcoming 2014-2020 EU programming period) by allowing greater prioritization and selectivity of projects, increased efficiency and effectiveness and greater quality control and monitoring.

The Government of Romania, through the CPM, intends to focus the work of the DU on the identification and delivery of specific results in the following priority areas: (a) implementation of the energy sector reform geared to develop its growth potential by fostering private investment and enhancing the quality of its administration and by protecting the most vulnerable from potential negative impact of such reforms; (b) supporting a well-targeted reform in the public procurement systems with a focus on the massive implementation of e-procurement practices geared to improve effectiveness in the implementation of public investments and the absorption of EU Structural and Cohesion Funds; (c) timely implementation of the critical elements of the National Plan for Strategic Investments and Jobs Creation with a focus on youth employment; and (d) supporting ongoing efforts to improve and modernize tax
collection systems focusing on improving services to tax payers and extensively using automated e-
government solutions (Priority Areas).

The Bank will carry out the following components as part of the Advisory Services:

**Component 1: Providing support to the setting-up of a Delivery Unit**

Based on international experience and the analysis of relevant country cases, the Bank will provide
support to the CPM by identifying the institutional arrangements necessary for the establishment of a
delivery tracking system and of a DU, and will assist government authorities in their setting-up and
operationalizing of the same. To this effect, the Bank will:

**Activity 1.1:** Provide assistance to develop a proposed conceptual model and institutional
arrangements of a delivery system and a DU which would streamline performance and enhance
results-oriented implementation of selected Government policy outcomes.

**Activity 1.2:** Propose criteria and examples that can be used for the drafting of the mandate of a DU,
as well as for the preparation of an Operational Manual including the necessary legal foundations,
regulations, procedures and methodology for its operation, all these with due consideration of best
international practices and existing procedures and systems governing internal operations of the CPM
and the relations with line ministries and other agencies. To this effect a study tour to a relevant EU
member state will be organized by the Bank but the travel costs of participants (including airfares,
hotels and per diems) are not to be financed out of the fee referred to in section 11 (a) of the
Agreement. All other expenditures related to the organization of the study tour will be financed out of
the fee referred to in Section 11 (a) of the Agreement.

**Activity 1.3:** Provide support to identify criteria for the staffing requirements, skills and competences
required by a DU.

**Activity 1.4:** Carry out a stock taking analysis of existing performance monitoring tools in relevant
line ministries and other agencies and propose the adaptation of existing information systems to feed
a central dashboard system to be established.

**Activity 1.5:** Provide support to the design and implementation by the CPM of a central dashboard
system to be established and operated by the DU and which will include multi-tier indicators to report
performance in selected Priority Areas.

**Activity 1.6:** Provide support to identify tools and processes to gather citizen’s feedback for the
operation of the central dashboard system to promote transparency of selected monitoring indicators
and data sets through an open data portal.

**Component 2: Delivery Assessments**

The Bank will support the CPM gather and systematize relevant data and information to identify the
objectives and specific results to be achieved in the short and medium-term of a DU through a
participatory approach. To this effect, the Bank will:

**Activity 2.1:** Provide support to the CPM to help the latter develop a methodology and criteria to (a)
narrow down objectives and specific targets in selected policies in the Priority Areas with senior
Government officials, including EU policies, and European Council country-specific
recommendations for Romania; and (b) improve Government’s planning of EU programs and absorption capacity of EU Funds.

Activity 2.2: Carry out stock-taking and preliminary mapping of delivery processes to help the CPM identify critical processes that may affect delivery in selected policy and Priority Areas.

Activity 2.3: Provide support to assist the CPM identify relevant actors and stakeholders involved in the delivery chain.

Activity 2.4: Provide criteria to help the CPM identify potential short-term results which could be achieved in the first year of the operation of the DU.

**Component 3: Preparation of proposed Delivery Action Plans**

The Bank will take into consideration and propose to adapt existing methodologies and best international practices, in order to assist the CPM in the analysis of existing delivery processes in each of the Priority Areas and develop proposed action plans for delivery through a participative approach. Associated with each of the detailed proposed action plans, monitoring indicators will be identified and baseline data collected and systematized to facilitate the effective and timely monitoring of progress by the CPM:

Activity 3.1: Assist the CPM in the preparation of a series of workshops including the participation of relevant actors and stakeholders around objectives and Priority Areas’ selected by the CPM. The workshops will aim at identifying bottlenecks and impediments hindering or slowing down achievement of expected results and will aim at identifying specific proposed actions and measures needed for effective delivery of results within expected timeframes. The workshops will also help the CPM assign responsibilities and agree on periodic monitoring and reporting mechanisms for follow up.

Activity 3.2: Assist the CPM identify indicators for measuring the performance of selected Government priorities over the short and medium terms, and appropriate sources of information needed for monitoring purposes and for establishing a protocol to access data in a timely manner.

Activity 3.3: Collect necessary data to feed and calculate the selected indicators for each of the Priority Areas to be monitored by the DU, with a focus on determining baselines for each indicator and realistic targets for the short and medium terms.

**Component 4: Communication and dissemination Strategy**

Provide support to the CPM to develop a communication strategy for the DU. To this effect, the Bank will:

Activity 4.1: Based on the identification of stakeholders and delivery plans prepared in components 2 and 3 respectively, assist the CPM develop criteria and methodology for a more systematic stakeholder analysis to identify critical players and their potential positioning from a strategic communication perspective.

Activity 4.2: Assist the CPM develop and support the implementation of a communication and dissemination strategy which will (a) differentiate the communication roles of the Prime Minister, the head of the DU, the line ministers and other key actors according to their relevance to the communication targets, (b) set specific objectives, and (c) propose the use of alternative communication and dissemination activities.
Activity 4.3: Provide support to the CPM in their organization of a conference on performance management and delivery.

Component 5: Support the Operations of the Delivery Unit

Provide support to strengthen the operations of the DU’s mandate and to foster performance management practices in the public sector. To this effect, the Bank will:

Activity 5.1: Provide support to enable the Government develop management routines at the central level to sustain the delivery process and provide the necessary support to all other stakeholders.

Activity 5.2: Provide support to the CPM to help it develop a process and criteria for early detection of non-performing programs.

Activity 5.3: Provide recommendations to the CPM for improving intergovernmental coordination for the implementation of policy priorities and provide training to key stakeholders responsible for the implementation of delivery action plans.

Activity 5.4: Provide support to the DU in the identification and development of accountability mechanisms for monitoring the delivery of Government’s key priorities which could be replicated in other areas of the Government.

Activity 5.5: Carry out a review of the DU before the end of the eighteenth (18th) month following the establishment of said unit to provide inputs to the CPM for its assessment of results, drawing of lessons and discussions on options for its continuity, scalability and sustainability of achieved results.
Components/Outputs

Component 1

Output 1. Recommendations and inputs for the preparation of necessary regulations to support the mandate of the delivery system and the DU

Output 2. Draft Operational Manual containing guidelines and procedures to establish timeframes and formats for effective reporting and monitoring of progress in the delivery of selected priorities and protocols to resolve delivery problems when necessary

Output 3. One study-tour to a relevant EU country for 12 participants of the core team of the DU

Output 4. Draft technical specifications and requirements for the monitoring system and dashboard to support operations of the DU

Output 5. Recommendations on how to implement data collection instruments for citizen feedback

Component 2

Output 6. Technical note describing criteria and methodology to narrow down objectives and targets in Priority Areas

Output 7. Provision of inputs for the identification of priority objectives and policy options in Priority Areas

Output 8. Stakeholder analyses and mapping exercises in each of the four Priority Areas

Output 9. Four Preliminary draft delivery action plans with a focus on specific measurable results in each of the Priority Areas including recommendations of short-term results in each sector

Component 3

Output 10. Provision of support to prepare and deliver four workshops with the participation of relevant stakeholders for the preparation of proposed delivery action plans

Tentative Delivery dates

Component 1

Output 1. 3 months after signing of this Agreement and appointment of the Head of the DU and staff

Output 2. 3 months after signing of this Agreement and appointment of the Head of the DU and staff

Output 3. 4 months after the legal establishment of the DU

Output 4. 5 months after the legal establishment of the DU

Output 5. 5 months after the legal establishment of the DU

Component 2

Output 6. 3 months after signing of this Agreement and appointment of the Head of the DU and staff

Output 7. Two sectors 6 months after the legal establishment of the DU and two other sectors 12 months after the legal establishment of the DU

Output 8. Two sectors 6 months after the legal establishment of the DU and two other sectors 12 months after the legal establishment of the DU

Output 9. Two sectors 6 months after the legal establishment of the DU and two other sectors 12 months after the legal establishment of the DU

Component 3

Output 10. Two workshops 7 months after the legal establishment of the DU and two workshops 13 months after the legal establishment of the DU

*** Legal establishment of the DU means the date on which a legal action was taken by the Government to formally establish the DU in the office of the CPM.
**Output 11.** Four detailed draft delivery plans for prioritized targets that resulted from participatory work with involved stakeholders and relevant government agencies and include a list of monitoring indicators and baseline data

**Component 4**

**Output 12.** Stakeholder analysis and baseline for the preparation of a communication strategy

**Output 13.** Preparation of draft comprehensive communication strategy for external and internal audiences

**Output 14.** Provision of support to organize and deliver a conference on performance management and delivery

**Output 15.** Feedback and recommendations to improve the implementation of the communication strategy

**Component 5**

**Output 16.** Assessment reports with a focus on changes in Priority Areas, non-performing programs and actionable recommendations to help the CPM correct problems in the implementation of ongoing delivery action plans and progress in capacity building activities (up to 10 reports: 6 for the first batch of delivery plans and 4 for the second batch of delivery action plans)

**Output 17.** Recommendations to enhance accountability mechanisms and institutional coordination across public sector entities

**Output 18.** Sustainability review report containing an analysis of undertaken actions, lessons learned, and recommendations related to the DU to enable the CPM to take action.

<table>
<thead>
<tr>
<th>Component 4</th>
<th>Component 5</th>
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</thead>
<tbody>
<tr>
<td><strong>Output 11.</strong> Four detailed draft delivery plans for prioritized targets that resulted from participatory work with involved stakeholders and relevant government agencies and include a list of monitoring indicators and baseline data</td>
<td>Two plans 8 months after the legal establishment of the DU and two plans 14 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 12.</strong> Stakeholder analysis and baseline for the preparation of a communication strategy</td>
<td>3 months after signing of this Agreement and appointment of the Head of the DU and staff</td>
</tr>
<tr>
<td><strong>Output 13.</strong> Preparation of draft comprehensive communication strategy for external and internal audiences</td>
<td>6 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 14.</strong> Provision of support to organize and deliver a conference on performance management and delivery</td>
<td>9 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 15.</strong> Feedback and recommendations to improve the implementation of the communication strategy</td>
<td>Quarterly updates starting 9 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 16.</strong> Assessment reports with a focus on changes in Priority Areas, non-performing programs and actionable recommendations to help the CPM correct problems in the implementation of ongoing delivery action plans and progress in capacity building activities (up to 10 reports: 6 for the first batch of delivery plans and 4 for the second batch of delivery action plans)</td>
<td>Quarterly reports 9 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 17.</strong> Recommendations to enhance accountability mechanisms and institutional coordination across public sector entities</td>
<td>12 months after the legal establishment of the DU</td>
</tr>
<tr>
<td><strong>Output 18.</strong> Sustainability review report containing an analysis of undertaken actions, lessons learned, and recommendations related to the DU to enable the CPM to take action.</td>
<td>20 months after the legal establishment of the DU</td>
</tr>
</tbody>
</table>

2. **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 a group of senior public administration specialists and economists with expertise in the following areas: public sector management experts, employment, public procurement, energy, tax administration and communication.

3. **Counterparts and Facilities.**

(a) The Recipient shall provide facilities for conducting the conference and workshops as described in this Agreement. For the conference and workshops to be conducted pursuant to this Agreement, the CPM shall provide, or cover, the cost of the conference facilities, including venue and shall provide other reasonable expenditures necessary for the successful completion of the conference such as cost of photocopying, refreshments, snacks or other food for the attendees.

(b) The CPM shall provide office space 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) /Role</th>
<th>Component</th>
<th>Timesheet (days worked each week)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Month 1 week 1 2 3 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Month 2 week 1 2 3 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Month 3 week 1 2 3 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</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)
SCHEDULE 4
SAMPLE CERTIFICATION NOTE

Certification Note for Services provided under
The Advisory Services Agreement on
Romania: Support to the Establishment of a Delivery Unit

Objective of the Advisory Services Agreement:

The objective of the Advisory Services is to assist the Office of the Prime Minister of the Government of Romania establish a delivery system and a DU aimed at improving and strengthening the Government’s capacity to implement selected policy priorities and deliver results.

Reporting Period:

Description of Services provided:

(short presentation of services provided during the reporting period)

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

Date: