
No. PI70635

REIMBURSABLE ADVISORY SERVICES AGREEMENT

between the

**MINISTRY OF EDUCATION, SCIENCE, RESEARCH AND SPORT OF THE SLOVAK
REPUBLIC**

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 20. 12., 2019

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the ____ day of ____ 2019, between the MINISTRY OF EDUCATION, SCIENCE, RESEARCH AND SPORT OF THE SLOVAK REPUBLIC (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 technical assistance to the Client to support the Government of Slovakia strengthen its education strategy, its ability to implement the strategy, and to provide recommendations for action to improve quality of education. Accordingly, the Bank has agreed to provide aforementioned technical assistance upon the terms and conditions contained in this Agreement (the "Reimbursable Advisory Service" or "RAS").

NOW, therefore, the Parties hereto agree as follows:

1. **Reimbursable Advisory Services.** Under the term Reimbursable Advisory Services, the Bank shall provide to the Client the technical assistance services 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 will work closely with the designated officials of the Client. The Client will 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: (i) the Client and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the Client 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.

4. **Payment**

(a) The Client shall pay the Bank a fixed fee of three hundred thousand EUR (€300,000) in accordance with the following schedule of payment.

Amount of Installment	Event upon which Payment is Due
EUR 300,000	3 business days after signing this Agreement

(b) All payments to the Bank hereunder shall be made in full amount and when due, upon submission of an invoice by the Bank and in accordance with the payment calendar set in section 4 (a) of this Agreement. Payment shall be made, in EUROS, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the Parties, to account as the Bank may, from time to time, designate in writing.

(c) Invoices shall be sent to the following address of the Client:
Ministry of Education of the Slovak Republic
Stromová 1
813 30 Bratislava, Slovak Republic
Identification number: _____

5. **Effectiveness.** This Agreement shall become effective on the next day following the day and year first above written, once it has been duly signed by both Parties.

6. **Expiration.** This Agreement shall expire on September 30, 2020, unless it shall earlier be renewed with the written mutual agreement of the Client and the Bank.

7. **Termination.** Either the Client or the Bank may terminate this Agreement without further justification prior to its expiration upon ninety (90) days' starting from the next day of the delivery of the written notice to the other Party. 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. The Client shall, in particular:

- (i) promptly notify the Bank of any event or condition which has or could reasonably be expected to have a material effect on the performance of the Reimbursable Advisory Services; and
- (ii) promptly provide to the Bank such other information as the Bank from time to time reasonably requests about the activities carried out under this Agreement.

(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 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, 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 Client:

Ministry of Education, Science, Research and Sport of the Slovak Republic
Stromová 1
813 30 Bratislava
Slovak Republic
Phone: +421 2 59 374 111
Fax: +421 _____
Attention: The Minister JUDr. Mgr. Martina Lubyová, PhD.

For the Bank:

The IBRD
1818 H St NW
Washington DC 20433
USA
Phone: (202) 477 1234
Fax: (202) 477 6391

With Copies to:

The IBRD
WTC Interpred, 36 Dragan Tsankov Boulevard
Sofia, 1057
Bulgaria
Phone: (359 2) 969-72-29
Fax: (359 2) 971-20-45

This agreement has been executed in two copies in English, from which one copy will be received by the Client and one copy by the Bank; each of which represents an authentic original of this document.

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
OF THE SLOVAK REPUBLIC

INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT

By: Martina Lubyová, Minister
Authorized Representative

By: Andrea Liverani, Regional Director
Authorized Representative

Date: 20. 12. 2019

Date: 20. 12. 2019

SCHEDULE

Description of the Reimbursable Advisory Services

A. ***Reimbursable Advisory Services.*** The objective of this RAS is to provide technical assistance and support to the Client to help them strengthen its education strategy, its ability to implement said strategy, and to provide recommendations for action to improve quality of education.

Except as the Client and the Bank may otherwise agree, the RAS shall include the following activities and deliverables:

RESEARCH INFRASTRUCTURE DEVELOPMENT: SUPPORT TO PREPARE THE PROPOSED ROADMAP

Research infrastructures (RI) present a core of national research and innovation systems and their quality is essential for efficient development of new knowledge and knowledge-based societies. Process of RI development should involve a wide range of stakeholders on different governance levels and be focused on maximization of RI's contribution to the creation, dissemination and utilization of new knowledge, as well as their contribution to the achievement of policy objectives.

As the process of setting up, financing and operation of RIs is costly and complex, it should be based on strategic assessment and analysis of demand for RIs among main target groups (e.g. researchers, businesses and students) and potential long-term socio-economic impact of major RIs. The initial steps should include mapping of the existing research infrastructures and development of national and/or sectoral roadmaps, followed by defining qualitative and quantitative result indicators, as well as development of comprehensive cost-benefit analysis and decision-making tools for identification and selection of major investments into RIs. That should be complemented with an effective monitoring and evaluation framework, which will facilitate efficient performance of RIs as well as learning by all stakeholders.

Under this agreement, the Bank will support the Client in the preparation of a proposed roadmap based on the National RIS3 Strategy and an entrepreneurial discovery process to effectively target potential funding sources.

1.1. Best practice analysis and research quality improvement

The Bank will assess the approach used by the Client in the preparation of a roadmap and provide recommendations on strategies and implementation processes to improve research infrastructure towards quality and relevance on the basis of relevant best practices.

In particular, the Bank will provide recommendations on potential improvements to research infrastructure and quality in areas in the proposed roadmap such as on:

- strengthening research financing and the methodology to evaluate return on investment on research;
- identifying solutions (e.g. blockchain) to overcome challenges related to management of research infrastructure, data sharing, data privacy;
- identifying scalable models for impact evaluation as a basis for evidence-based policy making in the areas of research and innovation;
- shift of focus from only using results to measure achievement of national/EU targets towards using results for: enhanced socio-economic impact, budget allocations, research accountability, programme design and policy decisions.

Moreover, the support will cover issues related to: accurate estimate of demand for research and innovations (by researchers, universities, businesses, industries, students) in alignment with national and EU strategies and plans and how to more effectively integrate the higher education sector and public research organizations with other entities involved in public and privately-funded science and research and development.

The Bank will also support the Client address how monitoring and evaluation could provide a set of tools enabling verification and improvement of quality, efficiency and effectiveness of policies and programmes at different stages of implementation (ex-ante, interim, ex-post, ...).

Finally, the Bank will provide recommendations on best practices covering the process of roadmap development and revision/update, as well as the general and specific evaluation criteria for RIs which are included in national roadmaps. Based on selection criteria (e.g. country size and GDP, excellence in RDI, institutional similarity to Slovakia), a list of potential best practice cases will be presented to the Client and the Bank will carry out an analysis of a best practice of the selected cases.

1.2. Template and guidelines with link to proposed roadmap and Research and Innovation Strategy for Smart Specialization (RIS3 strategy)

The Bank will support the Client in its preparation of a national template and guidelines to evaluate and align with the research and innovation strategy and to direct research to benefit the overall national strategic objectives in this area (such as support to economic growth on the basis of science and improving the quality of human resources for innovation).

1.3 Review the roadmap and provide recommendations for its finalization

Based on the above, the Bank will provide further support to the Client on the draft roadmap to be prepared by the Client to help them finalize the document. The support will focus on the priority areas, such as facilitating adequate research infrastructure and processes in the Slovak Republic to meet the national agenda. The Bank will also help the Client identify research infrastructure capability requirements to execute the roadmap. Moreover, the Bank will also support the Client carry out a consultative process with relevant stakeholders such as members of the research community, universities, industry, federal, state and territory governments, publicly funded research agencies and operators of research infrastructure facilities.

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:

OUTPUTS		Proposed completion timelines
RESEARCH INFRASTRUCTURE DEVELOPMENT		
<i>Support to prepare the proposed roadmap for research infrastructure</i>		
1	Report on best practices and recommendations on strategies and implementation processes and approaches to improve research infrastructure and relevance.	April 30, 2020
2	Report on support provided to prepare a proposed template and guidelines with related documentation.	May 15, 2020
3	A note detailing the technical support provided to help the Client update its draft roadmap on research infrastructure incorporating future development and priority areas, socio-economic impact, capabilities requirement, and consultations.	May 30, 2020

- (a) For each output, the Client will have up to fifteen (15) business days to provide comments from the day of submission by the Bank, after which time the output shall be considered accepted by the Client. Upon comments being communicated by the Client, the Bank will have up to fifteen (15) business days to submit a modified deliverable and/or provide comments and clarifications. The Client will then have five (5) additional working days to review the revised output and accept the output.

- (b) All Outputs will be submitted to the Client in English. All Outputs submitted by the Bank shall be labeled with the relevant logos including the European Union logo, as well as the identification sentence related to the relevant operation program, as indicated by the Client. All public activities related to the delivery of the outputs carried out under this Agreement shall mention the financial participation of the European Union.

C. ***Bank Personnel***

The Bank Personnel will comprise of education specialists, lawyers, economists, and research & development specialists.

D. ***Counterparts and Facilities.***

The Client shall carry out the following activities in support of the Reimbursable Advisory Services:

- (a) Provide support and necessary facilities including organization of country visits and facilitating contacts with relevant stakeholders.
- (b) Provide all necessary information for the development of the RAS, as communicated by an exchange of letters from the Bank to the Client.

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. As such, the Bank shall maintain appropriate records for a period of seven years after the end of the Bank's fiscal year to which the record pertains.

**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, web sites, 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-a-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 or 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 Signature Date. 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.** (a) This Agreement, together with 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) This Agreement has also been prepared in the Slovakian 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.

17. ***Execution of this Agreement; Notices and Requests.*** (a) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement. If executed by Electronic Means, this Agreement is an original.

(b) Any notice or request required or permitted to be given pursuant to this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when delivered by hand, by mail, or Electronic Means, to the Party to which it is to be given or made at such Party's address or Electronic Address, set out in Section 9 of this Agreement, or at such other address or Electronic Address as such Party shall have designated by notice to the Party giving such notice or making such request. Notices delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other Party at its Electronic Address when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving Party.

(c) Electronic Documents shall have the same legal force and effect as information contained in this Agreement or a notice under this Agreement not executed or transmitted by Electronic Means.

18. ***Definitions***

(a) "Electronic Address" means the designation of an address that uniquely identifies a person within a defined Electronic Communications System for purposes of authenticating the dispatch and receipt of Electronic Documents.

(b) "Electronic Communications System" means the collection of computers, servers, systems, equipment, network elements and other hardware and software used for the purposes of generating, sending, receiving or storing or otherwise processing Electronic Documents], acceptable to the Bank and in accordance with any such additional instructions as the Bank may specify from time to time to the Client.

(c) "Electronic Document" means information contained in this Agreement or a notice under this Agreement that is transmitted by Electronic Means.

(d) "Electronic Means" means the generation, sending, receiving, storing or otherwise processing of an Electronic Document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Bank.

(e) "Signature Date" means the later of the two dates on which the Client and the Bank signed this Agreement.