
Project No. P172384

REIMBURSABLE ADVISORY SERVICES AGREEMENT

on

Cluj-Napoca Urban Development Program

between the

MUNICIPALITY OF CLUJ-NAPOCA

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated February 6, 2020

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 6th day of February 2020, between the **MUNICIPALITY OF CLUJ-NAPOCA** (the "Recipient" or "Cluj-Napoca") and the **INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank") (jointly referred to as the "Parties").

WHEREAS, the Government of Romania and the Bank have entered into a Memorandum of Understanding on Partnership for the Modernization of the Public Administration and Support to Structural Reforms dated January 11, 2016.

WHEREAS, the Recipient has requested the Bank to provide to the Recipient reimbursable advisory services (the "Reimbursable Advisory Services" or "RAS") described in the Schedule to this Agreement to help the Municipality of Cluj-Napoca.

NOW, therefore, the Parties hereto agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the Recipient the services ("Reimbursable Advisory Services" or "RAS") described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.
2. **Recipient Contacts.** In carrying out the Reimbursable Advisory Services, the Bank shall work closely with the designated officials of the Recipient. The Recipient shall provide the Bank with the names and contact information for said designated officials.
3. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith based on information currently available to the Bank, and are given on an indicative basis assuming that: (i) the Recipient and its personnel shall carry out their respective duties in a timely manner; and (ii) the Recipient shall at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Bank.
4. **Payment.**
 - (a) The Recipient shall pay the Bank a fee of eight hundred ten thousand euros (EUR 810,000) in accordance with the following schedule of payment:
 - (i) EUR 360,000 Upon the submission by the Bank and approval by the Recipient of Output 1 set forth in the table in Section B of the Schedule to this Agreement
 - (ii) EUR 315,000 Upon the submission by the Bank and approval by the Recipient of Output 2 set forth in the table in Section B of the Schedule to this Agreement

- (iii) EUR 135,000 Upon the submission by the Bank and approval by the Recipient of Output 3 set forth in the table in Section B of the Schedule to this Agreement

(b) All payments to the Bank hereunder shall be made in full within fifteen (15) business days upon submission of an invoice by the Bank. The Bank shall invoice payments in EUR after approval of the corresponding output. Payment shall be made in RON, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the Parties (other than those disputes related to the acceptance of the deliverables referred to in paragraph (c) below), to such account as the Bank may from time to time designate in writing.

(c) All Outputs shall be subject to an approval process by the Recipient after the Bank submits the English and Romanian translation. The Romanian translation of the final outputs shall be submitted within a maximum of twenty-one (21) calendar days following the English version as described in Section B Timetable of the Schedule to this Agreement. The Recipient will have twenty-one (21) calendar days after the submission of the Romanian translation to review each output, after which time the output shall be considered accepted by the Recipient, unless the Recipient provides comments to the Bank within this period. If comments are communicated by the Recipient, the Bank will have fourteen (14) calendar days to submit a modified output in English version and its Romanian translation and/or provide comments and clarifications. The Recipient will then have seven (7) additional calendar days to review the revised output and accept it.

5. **Effectiveness.** This Agreement shall become effective as of the day and year first above written ("Effectiveness Date"), once it has been duly signed by both Parties.

6. **Expiration.** This Agreement shall expire on the date falling thirty (30) months after the Effectiveness Date, unless it shall earlier be renewed with the mutual agreement of the Recipient and the Bank.

7. **Termination.** 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 Reimbursable Advisory Services and to settle promptly all outstanding matters.

8. **Language.** This Agreement is drafted in English.

9. **Cooperation.**

(a) 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 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 Recipient shall, in particular, without limitation:

- (i) provide to the Bank available information on the Recipient and the Reimbursable Advisory Services as may be necessary for the purpose;

- (ii) permit Bank Personnel to visit the Recipient facilities, and to have access to information relevant to the Reimbursable Advisory Services and to Recipient staff working in relation to the Reimbursable Advisory Services to be provided by the Bank;
- (iii) promptly notify the Bank of any proposed change in the nature or scope of the Reimbursable 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 Services; and
- (iv) promptly provide to the Bank such other information as the Bank from time to time reasonably requests about the Reimbursable Advisory Services to be performed by the Bank.

(b) 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 D of the Schedule to this Agreement or otherwise cooperate as set forth in paragraph (a) above.

10. *Notices and Addresses.*

(a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, e-mail or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by 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:

Cluj-Napoca City Hall
Str. Motilor, nr. 3
Cluj-Napoca, Cluj County
Phone: +40-264-596030
e-mail: registratura@primariaclujnapoca.ro

For the Bank:

The World Bank
1818 H Street, NW, Washington, DC 20433 USA
Phone: +1 202 477-1234
Fax: +1 202 477- 6391
e-mail: tproskuryakova@worldbank.org

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year indicated below.

MUNICIPALITY OF CLUJ-NAPOCA

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT**

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: Emil Boc

Name: Tatiana Proskuryakova

Title: Mayor

Title: Country Manager for Romania

Date: FEBRUARY 4, 2020

Date: February 6, 2020

SCHEDULE

Description of the Reimbursable Advisory Services

A. *Reimbursable Advisory Services.*

Except as the Recipient and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following objective, activities and outputs:

Objective

The aim of the Reimbursable Advisory Services is to support Cluj-Napoca in its efforts to increase the effectiveness and sustainability of planning, investment, management and development in Cluj-Napoca and its metropolitan area.

Activities

The scope of the activities to be carried out by the Bank is to provide assistance to Cluj-Napoca in its elaboration of an Integrated Urban Development Strategy for 2021-2030 (IUDS 2021-2030), through the following components and activities:

Component 1: IUDS 2021-2030 - Strategic Planning, Capital Investment Planning and Management

The Bank will support Cluj-Napoca in:

1. *Identifying and Analyzing Relevant Strategic and Programmatic Documents*

The Bank will support Cluj-Napoca in collecting and analyzing a number of its higher-level strategic and programmatic documents currently in place, which will form the foundation for Cluj-Napoca's Integrated Urban Development Strategy (IUDS) for the period 2021-2030. The analysis will include, *inter alia*, the: Integrated Urban Development Strategy (IUDS) prepared for the 2014-2020 Programming Period; National Territorial Development Strategy; National Transport Masterplan; National Housing Strategy; Regional Water and Wastewater Masterplan; EU 2021-2027 Operational Programmes; and the North-West Region Development Plan.

2. *Supporting the Elaboration of the Draft Integrated Urban Development Strategy*

In particular, the Bank will support Cluj-Napoca in:

- (a) *Identifying the Cluj-Napoca Functional Urban Area.* The Bank will assist Cluj-Napoca in defining the full extent of the Cluj-Napoca Functional Urban Area (FUA), and in identifying the key interventions required to improve its functioning;
- (b) *Identifying key local issues and needs.* Inter alia, this activity will focus on:

- (i) conducting an analysis of existing local conditions, focusing on the five key issues identified in Article 23 of the EU Regulation 1301/2013 on the European Regional Development Fund (ERDF):¹ economic development; social development; climate change; demography; and, environment;
 - (ii) identifying key needs, based on the analysis conducted in Activity 2 (b) (i), described above; and
 - (iii) identifying strengths, weaknesses, opportunities, and threats (SWOT Analysis).
- (c) *Preparing a Proposal of the Vision and Objectives of the IUDS.* The Bank will support Cluj-Napoca in organizing consultations with key stakeholders in order to help it identify the vision and key development objectives of Cluj-Napoca for the 2030 horizon;
- (d) *Formulating Development Strategy.* The Bank will support Cluj-Napoca in consulting with key stakeholders on the appropriate development strategies that would facilitate the achievement of its vision and development objectives identified as part of Activity 2(c) described above, with due regard to the SWOT analysis performed in Activity 2(b)(iii) described above, as well as international best practices;
- (e) *Preparing a Proposed Project Priority List:* The Bank will assist Cluj-Napoca in the IUDS consultation process and will provide support to Cluj-Napoca in its refinement of the list of project priorities and its preparation of a final portfolio of priority projects for the 2030 horizon.

3. Capital Investment Planning and Management (CIPM)

The Bank will assist Cluj-Napoca in developing a draft CIPM that will define a proposed capital investment plan, drawing from the proposed strategic agenda (developed under Activity 2(d) above), taking into account the available resources. In particular, the Bank will assist Cluj-Napoca in:

- (a) *Developing a proposed Project Prioritization Methodology.* The Bank will assist Cluj-Napoca in developing a proposed project prioritization methodology in order to facilitate the elaboration of current and future projects.
- (b) *Preparing a Proposal for Investment Programs.* The Bank will assist Cluj-Napoca in preparing a proposal for investment programs, informed by the proposed development strategies formulated in Activity 2(d), described above. These will be multi-sectoral programs aimed at providing a comprehensive optional solution and a proposed set of specific actions

¹ Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006, available at: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32013R1301>.

necessary to realize the development objectives identified as part of Activity 2(c), described above. The proposed investment programs will also form the basis for the identification of projects under Activity 3(c), described below.

- (c) *Identifying a Long List of Projects.* The Bank will assist Cluj-Napoca in its identification of a long list of investment projects drawing both from the analysis undertaken as part of Activity 2(e), described above, as well as from the lists of projects proposed in other relevant strategic and programmatic documents, analyzed as part of Activity 1, described above.
- (d) *Identifying a Shortlist of Projects and Setting an IUDS Monitoring and Evaluation Framework.* The Bank will assist Cluj-Napoca in the process of its identification of a project shortlist for the 2030 horizon, including an assessment of the proposed projects to help Cluj-Napoca determine their strategic fit. Furthermore, the Bank will assist Cluj-Napoca in its elaboration of a monitoring and evaluation framework, to be used for tracking the implementation of the projects in the shortlist.

Component 2: IUDS 2021-2030 - Metropolitan Planning

The Bank will support Cluj-Napoca in:

1. Identifying a list of priority projects for the metropolitan area

In addition to the assistance provided to Cluj-Napoca in its identification of project priorities as part of Activities 2 and 3, described above in Component 1, for the core Cluj-Napoca city, the Bank will furthermore assist Cluj-Napoca expand the strategic analysis to its metropolitan area. In particular, the Bank will support Cluj-Napoca in its consultations with various public sector stakeholders in the metropolitan area, aimed at assisting its identification of a list of priority projects, emanating from approved strategic documents. In its elaboration of the proposed list of priority projects, Cluj-Napoca intends to take into consideration metropolitan relevance and impact and will aim to contribute to addressing some of the key needs of the metropolitan area.

2. Strengthening the capacity of the Cluj Metropolitan Area Inter-Communal Development Association (CMA-IDA)

The Bank will provide support to Cluj-Napoca, in its consultations with the CMA-IDA and other relevant stakeholders (e.g. county council, localities in the metropolitan area) in determining how the CMA-IDA could better respond to metropolitan dynamics, challenges, and needs. In particular, the Bank will provide support to Cluj-Napoca in its identification of: (a) sectors/areas/activities where the responsibilities of the CMA-IDA could be expanded; and (b) proposed mechanisms for better territorial coordination among member localities, as well as making recommendations on proposed institutional changes and helping develop mechanisms to respond to changes in responsibilities and coordination tasks. .

Component 3: IUDS 2021-2030 - Housing Strategy

The Bank will support Cluj-Napoca in:

1. Conducting a demand analysis

The Bank will undertake a housing demand analysis to assist Cluj-Napoca in determining the demand for housing across income groups, household types and tenure preferences.

2. Conducting a supply analysis

The Bank will undertake an analysis of real estate market dimensions in Cluj-Napoca, including, *inter alia*, the number of housing units delivered each year, the locations of new housing development, price dynamics (purchase and rent) compared to other urban areas in Romania, and compared to up to three urban areas in comparable/relevant countries.

3. Developing a Housing Toolkit

Based on the results of the analyses under Activities 1 and 2 described above, the Bank will provide support to Cluj-Napoca in developing a proposed Housing Toolkit (Toolkit), aimed at addressing the gap between demand for and supply of housing within the municipality. The Toolkit will, *inter alia*, include proposed measures to respond to affordable housing needs with a focus on supply-side instruments that encourage the development of affordable housing in accordance with the demand established under Activity 1 described above.

Any change to the foregoing scope of work shall be set out in writing by the Recipient and the Bank.

B. Timetable.

Except as the Recipient and the Bank may otherwise agree, the Bank shall endeavor to perform the Reimbursable Advisory Services in accordance with the following indicative timetable:

Indicative Output	Expected delivery time	Cost (EUR)
Output 1. Report on strategic planning, capital investment planning and management , including comprehensive analysis of socio-economic dynamics, vision and objectives, support for the elaboration by Cluj-Napoca of proposals for a list of priority projects, and proposed monitoring and implementation mechanism.	Thirteen (13) months after the Effectiveness Date of the Agreement	360,000
Output 2. Report with analysis of demand and supply of housing, and recommendations	Twenty (20) months after the	315,000

on how to address the gap between demand and supply.	Effectiveness Date of the Agreement	
Output 3. Report on strengthening capacity of the CMA-IDA and on metropolitan priorities. Report with recommendations on how to consolidate the capacity of the Cluj Metropolitan Area Inter-Communal Development Association, and support for the elaboration by Cluj-Napoca of a list of proposed priority projects for the metropolitan area, for the 2030 horizon.	Twenty-eight (28) months after the Effectiveness Date of the Agreement	135,000
TOTAL		810,000

Any changes in the expected time of completion set forth in the above table will be agreed upon between the Parties through an exchange of letters.

Following the Effectiveness Date of this Agreement, an annual progress report in English shall be submitted within twenty-one (21) working days from the end of each period. The progress reports shall include a description of activities completed or in progress in the reporting period, next steps planned for the following reporting period and the outputs. The progress reports shall be in the format provided as Attachment to this Agreement. A Romanian translation of the progress reports will be provided within fourteen (14) working days after the submission of the English version. The Recipient will have twenty-one (21) working days, after the submission of the Romanian translation to review the progress report. If comments are communicated to the Bank on the progress report, the Bank will have seven (7) working days to submit a modified progress report and/or provide comments and clarifications.

For the purposes of the delivery of Outputs described in the table above, the Bank shall submit the English version of said documents along the timeline indicated in this Agreement.

C. Bank Personnel.

The Bank will be responsible for determining the appropriate composition of teams needed to fulfill the Reimbursable Advisory Services. The Bank Personnel will include experts specialized in the areas of local and regional economic development, disaster risk management, urbanism, geospatial information technology, operations support, engineering, public procurement, transport, and local asset management.

D. Counterparts and Facilities.

The Recipient shall provide the following facilities in support of the Reimbursable Advisory Services:

1. The Recipient shall provide facilities for conducting workshops as described in this Agreement. For all workshops and training activities to be conducted pursuant to this Agreement, the Recipient may provide reasonable expenditures necessary for successful

completion of each workshop including, cost of photocopying, refreshments, snacks or other food for the attendees.

2. The Recipient may provide office space for the Bank Personnel to ensure maximum interaction with the counterpart and effectiveness of its capacity building activities.
3. In carrying out the Reimbursable Advisory Services, the Recipient shall facilitate contact between the Bank and the staff of the Recipient and other relevant stakeholders.
4. Provide to the Bank, in a timely manner, any necessary reports, data or access to databases related to the sectors covered by the RAS, and other information necessary to enable the Bank to carry out the RAS activities.

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 9 of the Agreement and this Section D of the Schedule to this Agreement.

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 Recipient such information regarding the Reimbursable Advisory Services as the Recipient shall reasonably request. As such, the Bank shall maintain appropriate records for a period of seven (7) years after the end of the Bank's fiscal year to which the record pertains.

ATTACHMENT TO THE SCHEDULE
INDICATIVE FORMAT OF PROGRESS REPORT

I. Time Period Covered: _____

II. Summary

- Overall Status of Work
- Findings and Issues

III. Progress by Output

1. Output 1

- a. Activities and Analysis Completed
- b. Next steps

2. Output 2

- a. Activities and Analysis Completed
- b. Next steps

3. Output 3

- a. Activities and Analysis Completed
- b. Next steps

IV. Conclusions

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 Recipient hereunder is 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 Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of categories 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 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). 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.
3. **Recipient Contributions.** The Recipient 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 Recipient has given its written consent to such disclosure. For this purpose, the Recipient hereby authorizes the Bank to publicly disclose the outputs set out in the Schedule to this Agreement only in their final form. With respect to underlying information provided by the Parties in support of the Reimbursable Advisory Services, each providing Party reserves the right to designate said information as confidential. The Parties may publicly disclose such information only after the providing Party 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 Recipient; *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 Recipient, 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 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 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 Recipient or other third party for any loss, cost, damage or liability that the Recipient shall incur as a result of the Reimbursable Advisory Services, except for those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank's liability, if any, to the Recipient hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(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 Recipient in respect of a project or otherwise.

9. **Governing Law.** This Agreement is governed by, and shall be construed in accordance with, the laws of England.

10. **Settlement of Disputes.** (a) The Parties hereto shall endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

(b) Neither the Recipient 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 Recipient 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. In the case of an amendment, it has to be signed by the Parties.

13. ***Saving of Rights.*** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

14. ***Successors and Assignees; No Assignment without Consent.*** This Agreement binds and benefits the respective successors and assignees of the Parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

15. ***Entire Agreement and Counterparts.*** (a) This Agreement, together with its Schedule and Annex, constitutes the entire agreement among the Parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

(b) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

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 Recipient 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 Recipient, shall continue in full force and effect.