

Agreement No. 46-2014 MINEDU

PROJECT NUMBER P148947

REIMBURSABLE ADVISORY SERVICES AGREEMENT

between

**MINISTRY OF EDUCATION OF
THE REPUBLIC OF PERU**

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated as of the latest of the two dates on which the Client and the Bank signed this Agreement ("Signature Date"), between the MINISTRY OF EDUCATION OF THE REPUBLIC OF PERU (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 to the Client reimbursable advisory services described in the Schedule to this Agreement, to assist the Client in developing a socio-emotional learning toolkit for the *Escuela Amiga* Program¹ aligned to the core learning area of "Personal Development" in the Client's new curriculum framework for basic education, enabling teachers to develop socio-emotional skills in their students through structured learning sessions, which the Bank has agreed to provide upon the terms and conditions contained in this Agreement (the "Reimbursable Advisory Services" or "RAS");

NOW, therefore, the Parties hereto agree as follows:

- Reimbursable Advisory Services.** The Bank shall provide to the Client 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.
- Client Contacts.** In carrying out the Reimbursable Advisory Services, the Bank will work closely with the designated officials of the Client's General Directorate of School Development ("DIGEDIE"). The Client will provide the Bank with the names and contact information for said designated officials.
- 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.
- Payment.** (a) The Client shall pay the Bank a fixed fee of one hundred and twenty seven thousand United States Dollars (US\$ 127,000) in accordance with the following schedule of payment:

Amount of Installment	Event upon which Payment is Due
1. US\$ 76,200	Signature Date.
2. US\$ 50,800	At the delivery of the following: - Proposed socio-emotional skills toolkit (Section A.2 (a) of the Schedule of this Agreement). - Final report of the training course (Section A.2 (b) of the Schedule of this Agreement).

¹ The *Escuela Amiga* Program is a component of the Client's national strategy against school violence and aims at raising student's socio-emotional and cognitive skills and improving school climate in poor and urban at-risk settings.

(b) All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank. Payment shall be made, in United States Dollars, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the Parties, to such account as the Bank may from time to time designate in writing. The final invoice will be accompanied by deliverables specified in this Section 4 and in Section A.2 of the Schedule to this Agreement.

5. **Effectiveness.** This Agreement shall become effective as of the Signature Date, once it has been duly signed by both Parties.

6. **Expiration.** This Agreement shall expire on the day falling one hundred and eighty (180) days after the Signature Date unless it shall earlier be renewed with the mutual agreement of the Client and the Bank.

7. **Termination.** Either the Client 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. **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.

(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
General Directorate of School Development
Av. La Arqueología y Calle el Comercio, San Borja
Lima, Perú
Fax: 6155800 Annex 26261



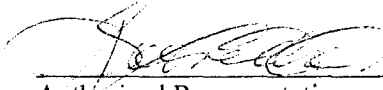
For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA
Phone: (202) 477-1234
Fax: (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.

MINISTRY OF EDUCATION OF
THE REPUBLIC OF PERU

By:


Authorized Representative

Name: JAIME SAAVEDRA CHANDUVI

Title: MINISTRO DE EDUCACIÓN

Date: MAYO 09, 2014

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By:


Authorized Representative

Name: Livia Benavides

Title: Acting Director

Date: February 19, 2014



SCHEDULE

Description of the Reimbursable Advisory Services

A. **Reimbursable Advisory Services.** Except as the Client and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

1. Activities

- (a) Carrying out workshops and meetings with national and international experts for the conceptual and methodological design of a socio-emotional learning toolkit.
- (b) Providing technical assistance in developing a proposed socio-emotional skills toolkit.
- (c) Carrying out a training course for professionals hired by the Client to support the implementation by the Client of the toolkit referred to in (b) above in pilot schools.

2. Outputs

- (a) Proposed socio-emotional skills toolkit with conceptual definitions and sequencing of learning activities by cycles of basic education (grades 1-11) aligned to the core learning area of "Personal Development" in the Client's new curriculum framework for basic education.
- (b) Final report of the training course for the professionals hired by the Client to support the implementation by the Client of the toolkit referred to in Section A.1 (b) above.

Any change to the foregoing scope of work shall be set out in writing signed by the Client and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

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:

Number	Deliverables and intermediate outputs	Delivery date*
1.	Written proposal for the conceptual and methodological design of a socio-emotional learning toolkit	March 2014
2.	Proposed socio-emotional skills toolkit (output referred to in Section A.2(a) of this Schedule)	April 2014
3.	Final report of the training course for professionals that will support the implementation of the toolkit in pilot schools (output referred to in Section A.2(b) of this Schedule)	July 2014

C. **Bank Personnel.** The following is an indicative list of the Bank persons likely to be involved in carrying out the Reimbursable Advisory Services. Consultants will be hired to fulfill the professional profile to deliver the related tasks:

Ines Kudo, Senior Education Specialist
Barbara Bruns, Lead Economist in Education
Venkatesh Sundararaman, Senior Economist in Education

D. **Bank Collaboration.** In addition to the amount that shall be paid by the Client pursuant to Section 4 of this Agreement to finance the Reimbursable Advisory Services, the Bank will finance: (a) one hundred (100) percent of staff costs of Bank Personnel with open ended, term and extended term consultant appointments; and (b) up to forty thousand United States Dollars (US\$ 40,000) in variable costs, including, *inter alia*, the financing of short term consultants, travel, logistics, and training, all as needed for the carrying out of the Reimbursable Advisory Services.

E. **Counterparts and Facilities.** The Client shall carry out the following activities in collaboration with the Reimbursable Advisory Services:

- (a) Consult with other authorities of the Client, as well as with teachers, students, local communities, leading researchers, and regional governments, as appropriate.
- (b) Share materials, information, data and analytical tools with the Bank Personnel as needed for the Reimbursable Advisory Services.
- (c) Provide timely feedback to the Bank Personnel on intermediate outputs of the Reimbursable Advisory Services.

F. **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.

G. **Client's review.** The Client's undertakes to review and assess the functionality of the deliverable agreed to in Section A.2(a) of this Schedule within ten (10) business days of the Client, commencing on the first business day following the date of submission by the Bank pursuant to the timetable set forth in Section B (points 2 and 3) above. In the absence of any comments and/or observations communicated by the Client to the Bank within such period, the aforementioned deliverables shall be deemed accepted by the Client without reservations.

Notwithstanding the foregoing, if the Client provided comments/observations to the submitted deliverables within the indicated period, the Bank shall revise those documents taking into account the Client's considerations and shall re-submit a final version thereof within twenty (20) business days counting as of the business day following the Bank's receipt of the formal notification with the Client's comments/observations.

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 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 the Parties 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 and the Bank; provided, however, that both Parties 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 other Party, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in paragraph 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 will 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 the 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 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 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 and Counterparts.*** (a) This Agreement, together with its Schedule, 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 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.