

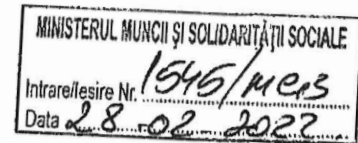
The World Bank Office, Romania
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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February 28, 2022

His Excellency
Marius-Constantin Budăi
Minister of Labor and Social Solidarity
Bucharest, Romania



Your Excellency:

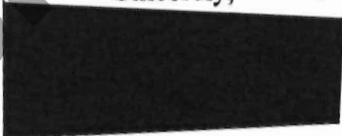
Re: Reimbursable Advisory Services Agreement on Supporting the Operationalization of Social Protection Reforms in the National Recovery and Resilience Plan (P178551)

I am pleased to share with you the Agreement for the Reimbursable Advisory Services on Supporting the Operationalization of Social Protection Reforms in the National Recovery and Resilience Plan (P178551), between the Ministry of Labour and Social Solidarity (the "Recipient") and the International Bank for Reconstruction and Development (the "Bank").

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating and returning to us the enclosed copy of this document, which will become effective upon the date of our countersignature.

We look forward to a successful continuation of our partnership.

Sincerely,


Anna Akhalkatsi
Country Manager
World Bank Romania

cc: Ms. Stefania Andreescu, Public Manager, Ministry of Labor and Social Solidarity, Bucharest, Romania
Ms. Boni Cucu, General Director, Ministry of Finance, Bucharest, Romania
Ms. Irina Radu, Director, Ministry of European Investments and Projects, Bucharest, Romania
Ms. Mariana Svestun, Advisor, Ministry of European Investments and Projects, Bucharest, Romania

Project Number P178551

REIMBURSABLE ADVISORY SERVICES AGREEMENT

**Supporting the Operationalization of Social Protection Reforms
in the National Recovery and Resilience Plan**

between

MINISTRY OF LABOUR AND SOCIAL SOLIDARITY OF ROMANIA

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated as of the Signature Date between MINISTRY OF LABOUR AND SOCIAL SOLIDARITY OF ROMANIA (the "Client" or "MLSS") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank") (jointly referred to as the "Parties" and each of them a "Party").

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 July 13, 2021.

WHEREAS, the Client has requested the Bank to provide to the Client reimbursable advisory services (the "Reimbursable Advisory Services" or "RAS") described in the Schedule to this Agreement to provide support to the Client in making operational key social reforms of Romania's National Recovery and Resilience Plan ("NRRP") to improve the living conditions, care, and opportunities of poor and vulnerable groups.

NOW, therefore, the Parties hereto agree as follows:

- 1. Reimbursable Advisory Services.** The Bank shall provide to the Client the Reimbursable Advisory Services described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annexes hereto, which constitutes an integral part hereof.
- 2. Client Contacts.** In carrying out the Reimbursable Advisory Services, the Bank shall work closely with the designated officials of the Client. The Client shall provide the Bank with the names and contact information for said designated officials.
- 3. Payment.** (a) The Client shall pay the Bank a fixed fee of five million eight hundred thousand Euro (€5,800,000) in accordance with the following schedule of payment:

| PILLAR 1 | | |
|----------|-----------|--|
| 1. | € 20,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.1 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 2. | € 675,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.2 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 3. | € 145,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.3 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 4. | € 105,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.4 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 5. | € 195,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.5 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 6. | € 100,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.6 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 7. | € 770,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.7 set forth in the Timetable under Section B of the Schedule to this Agreement |

| | | |
|-----------------|-----------|--|
| 8. | € 305,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.8 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 9. | € 260,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.9 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 10. | € 225,000 | Upon the submission by the Bank and approval by the Client of Deliverable 1.10 set forth in the Timetable under Section B of the Schedule to this Agreement |
| PILLAR 2 | | |
| 11. | € 117,000 | Upon the submission by the Bank and approval by the Client of Deliverable 2.1 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 12. | € 83,000 | Upon the submission by the Bank and approval by the Client of Deliverable 2.2 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 13. | € 100,000 | Upon the submission by the Bank and approval by the Client of Deliverable 2.3 set forth in the Timetable under Section B of the Schedule to this Agreement |
| PILLAR 3 | | |
| 14. | € 350,000 | Upon the submission by the Bank and approval by the Client of Deliverable 3.1 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 15. | € 150,000 | Upon the submission by the Bank and approval by the Client of Deliverable 3.2 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 16. | € 75,000 | Upon the submission by the Bank and approval by the Client of Deliverable 3.3 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 17. | € 75,000 | Upon the submission by the Bank and approval by the Client of Deliverable 3.4 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 18. | € 550,000 | Upon the submission by the Bank and approval by the Client of Deliverable 3.5 set forth in the Timetable under Section B of the Schedule to this Agreement |
| PILLAR 4 | | |
| 19. | € 250,000 | Upon the submission by the Bank and approval by the Client of Deliverable 4.1 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 20. | € 400,000 | Upon the submission by the Bank and approval by the Client of Deliverable 4.3(a) set forth in the Timetable under Section B of the Schedule to this Agreement |
| 21. | € 700,000 | Upon the submission by the Bank and approval by the Client of Deliverable 4.2 set forth in the Timetable under Section B of the Schedule to this Agreement |
| 22. | € 150,000 | Upon the submission by the Bank and approval by the Client of Deliverable 4.3 (b) set forth in the Timetable under Section B of the Schedule to this Agreement |

(b) All payments to the Bank hereunder shall be made in full within thirty (30) calendar days upon submission of an invoice by the Bank. The Bank shall invoice payments in Euro after approval of the corresponding Deliverable. Payment shall be made in Romanian Leu equivalent to the value of the invoice in Euro as per prevailing exchange rate on the date of payment, 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 Deliverables shall be subject to an approval process by the Client after the Bank submits the English and Romanian translation. The Romanian translation of the final Deliverables 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 Client will have twenty-one (21) calendar days after the submission of the Romanian translation, to review each Deliverable, after which time the Deliverable shall be considered accepted by the Client, unless the Client provides comments to the Bank within this period. If comments are communicated by the Client, the Bank will have fourteen (14) calendar days to submit a modified Deliverable in English version and its Romanian translation and/or provide comments and clarifications. The Client will then have seven (7) additional calendar days to review the revised Deliverable and accept it.

4. **Effectiveness.** This Agreement shall become effective as of on the date upon which the Bank dispatches to the Client the notice confirming receipt of the Client's notification that additional action required to make this Agreement legally binding has been taken ("Effective Date").

5. **Expiration.** This Agreement shall expire on the date falling thirty-nine (39) months after the Effective Date of this Agreement ("Expiration Date"), unless it shall earlier be renewed with the mutual agreement of the Client and the Bank.

6. **Addresses.** For purposes of the Section *Execution of this Agreement; Notices and Requests* of the Annexes to this Agreement:

(a) The Client's address is:

Ministry for Labour and Social Solidarity
2-4 Demetru I Dobrescu
District 1, Bucharest
Romania
Phone: 004.021.315.72.29
Fax: 004.021.314.62.00

(b) The Client's Electronic Address is:

e-mail: cabinet.ministru@mmuncii.gov.ro

(c) The Bank's address is:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA
Phone: +1 202 477-1234
Fax: +1 202 477- 6391

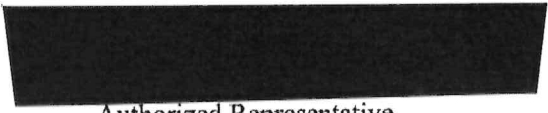
(d) The Bank's Electronic Address is:

e-mail: msalazar2@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.

MINISTRY OF LABOUR AND SOCIAL

INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT



Authorized Representative

Authorized Representative

Name: DRAGOS LOMOT DĂNESCU

Name: ANN AKHALKATSI

Title: GENERAL SECRETARY

Title: COUNTRY MANAGER

Date: 28.02.2022

Date: 01.03.2022

ECONOMEDIA

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:

PILLAR 1: SUPPORTING THE IMPLEMENTATION OF THE MINIMUM INCLUSION INCOME

- 1.1 *Providing technical inputs for the conceptualization of the new Social Assistance Management Information System (SA MIS), consisting of: (i) an analysis of the current IT system, outlining proposed IT elements of the new VMI system; (ii) developing a proposed roadmap for implementation and outlining its interoperability (data exchange) with other relevant data sources as well as the proposed VMI implementation's business processes, functional architecture, and other relevant technical aspects; and (iii) providing recommendations for integration with/within the governmental cloud and other relevant IT systems.*
- 1.2 *Providing technical inputs to inform the Client's revisions of the VMI model of implementation and possible revisions to the legislative and regulatory framework governing the VMI, consisting of: (i) simulating scenarios to inform the parameters of the VMI reform, including the level of benefits, eligibility thresholds, program's conditionality, and assessing the welfare and employment impacts of the proposed reform; (ii) providing advice to the Client in holding consultative meetings with relevant stakeholders selected by the Client during the VMI reform process; (iii) providing technical inputs based on international good practices to inform the Client's preparation of the draft of the new law regarding the minimum inclusion income (new VMI law) and draft substantiation note (*nota de fundamentare*), including through the Bank's participation in (virtual or physical) missions to peer countries; (iv) review relevant existing legislation to identify gaps and needs for alignment with the new VMI law; (v) providing advice to the Client in holding consultations and collecting feedback on the new VMI law and other potential amendments to relevant existing legislation; and (vi) providing the Client with technical inputs to the overall legislative package.*
- 1.3 *Providing technical inputs to inform the Client's review of, and revisions to, the methodological norms of the VMI law, consisting of: (i) designing a beneficiary survey to support the Client's collection of relevant data regarding existing and potential VMI beneficiaries to better understand their needs and challenges, including by designing the questionnaires and proposing a sampling methodology; (ii) describing the characteristics of existing and potential VMI beneficiaries by analyzing the survey data; (iii) supporting the Client in obtaining feedback from ANOFM and other key stakeholders along the process; (iv) provide technical inputs based on international good practices to inform the Client's preparation of the draft government decision on VMI methodological norms; and (v) supporting the Client in holding consultative meetings with relevant stakeholders integrating the feedback received from consultations.*
- 1.4 *Providing technical inputs to inform the Client's review of, and revisions to, the internal procedures of ANPIS and AJPIS, considering the scope of the VMI reform that may be adopted by the Client and the results of the survey described in Activity 1.2 above, consisting of: (i) providing technical inputs to procedures following a desk research, taking into account the feedback of the Client's consultations with relevant stakeholders; and (ii) providing support in conducting and analyzing a survey disseminated by the Client aimed at relevant ANPIS staff and social workers to better understand the internal processes,*

challenges, and bottlenecks experienced by ANPIS staff and social workers at the local level.

- 1.5 *Providing assessment of the VMI beneficiaries' needs and technical inputs to inform the Client drafting a graduation plan for VMI beneficiaries*, consisting of: (i) proposing a draft methodology for developing a needs assessment and associated procedures based on the desk research and taking into account the feedback of the Client's consultations with relevant stakeholders; (ii) mapping the needs of VMI beneficiaries and identifying relevant measures to address them; (iii) preparing on the basis of international good practices a draft graduation plan and proposed accompanying measures for VMI beneficiaries in the field of employment, social services, social economy, health, and education.
- 1.6 *Providing technical assistance for testing the VMI system*, consists of: (i) providing input in defining the VMI testing methodology, including key areas of the analysis, the outline of all components, sampling methodology, research questions, and analytical methods; (ii) training staff on test implementation; and (iii) drawing conclusion and recommendations of the results of the testing exercise conducted by the Client and proposing measures for improvement.
- 1.7 *Providing technical inputs to the Client on VMI training, information campaign, and M&E system development*, consisting of: (i) developing a proposed set of performance indicators (with corresponding indicators fiches) for the monitoring and evaluation (M&E) system for the VMI reform; (ii) organizing up to 5 M&E training sessions for the Client, ANPIS, and AJPIS staff on general M&E topics, monitoring VMI indicators, and evaluation exercises; (iii) building the capacity of the Client's staff by providing technical support to inform the Client's design of a comprehensive training program, including: (a) developing a methodology and conducting a training needs assessment (TNA); (b) developing VMI training materials on selected relevant topics related to VMI implementation; (c) organizing training of the trainers sessions based on the curriculum developed for the training program and results of the TNA; and (d) developing training materials for use by the Client in the development of VMI e-learning courses; (iv) providing technical inputs to inform the Client in defining the capacity requirements of the external training providers to be hired by the Client based on the TNA; and (v) providing technical inputs to inform the Client's design of an information campaign aiming at increasing the awareness of current and potential beneficiaries regarding the potential reform and increasing citizens' level of information and awareness on social assistance benefits using relevant modern means of digitalization.
- 1.8 *Continued training of trainers and assessing the training performance*, consisting of: (i) continuing the training of trainers' activities by organizing, during the third year of RAS implementation, the remaining training sessions based on the curriculum developed for the training program and results of the TNA; and (ii) assessing the training performance on the basis of the feedback received from participants and proposing measures for improvement.
- 1.9 *Providing technical assistance for the VMI IT system*, consisting of: (i) inputs to support the Client's efforts to define the VMI IT performance requirements; (ii) providing on-demand advice to the Client during the process of VMI IT system development; and (iii) providing advice to the Client for related capacity building.
- 1.10 *Assessing the VMI implementation*, consisting of: (i) providing technical inputs regarding the update of VMI legislation and procedures from a digitalization perspective; and (ii) analyzing and assessing the preliminary results of VMI implementation and progress in reaching targets.

PILLAR 2: STRENGTHENING THE SOCIAL ECONOMY ECOSYSTEM

- 2.1 *Developing a Social Economy Policy Note (SEP Note)*, consisting of: (i) carrying out a diagnostic of the social economy sector and ecosystem in Romania since 2015, including developing a methodological framework for the ecosystem (e.g. mapping of models and types of social economy entities and glossary of terms related to social economy) and conceptualization of a social economy ecosystem toolkit for the collection of data; and (ii) identifying potential policy measures and actions that may be considered by the Client in order to strengthen the social economy ecosystem on the basis of international good practices to inform the Client's preparation of a set of policy measures to support the development of social enterprises, focusing on, inter alia, promotion of social economy at relevant different levels and innovation, impact measurements, gender, socially inclusive economic growth, digitalization and new technologies, and socially responsible public procurement.
- 2.2 *Supporting the Establishment of a Social Economy Community of Practice (SECoP)*, consisting of: (i) providing up to 4 dedicated training sessions on communities of practice to the team selected by the Client, including the SECoP manager; (ii) providing up to 2 dedicated training sessions on communities of practice to the SECoP members; (iii) providing support for organizing and facilitating up to 4 meetings, including the kickoff meeting, and facilitating the discussions among SECoP members on themes and topics, frequency of the meetings, action plan and communication strategy; and (iv) developing of outreach materials to encourage the active participation of members and stakeholder organizations in the SECoP.

PILLAR 3: SUPPORTING THE DEVELOPMENT OF LONG-TERM CARE REFORMS FOR THE ELDERLY IN ROMANIA

- 3.1 Providing analytical inputs to inform the Client's preparation of the National Strategy on Long-Term Care (LTC) and active ageing for the period 2023-2030 (the 2023-2030 LTC Strategy) and potential reforms of the legislative framework governing social assistance for the elderly through the following activities:
 - (i) carrying out a substantiation study to provide the analytical underpinning for developing a strategic framework to improve access, quality, and sustainability of long-term care services for the elderly in Romania focusing on: (a) taking stock of the current situation in terms of demographic trends, demand for elderly care, utilization of available services, and progress and challenges in the implementation of the 2015-20 strategy on LTC; and (b) providing recommendations on potential areas for reform covering the key building blocks of LTC (delivery, financing, quality and integration with allied services, including health and preventive services), including description of the proposed responsibilities for provision, financing, and quality assurance of LTC for the elderly across central and local authorities and analysis of the cost implications of up to 10 reform options selected by the Client, taking into account the projections of LTC costs made available by relevant EU agencies; (c) calculating potential care needs at commune level by estimating the numbers and relative shares of older individuals with LTC needs based on the existing commune-level data; and (d) developing a proposed questionnaire to collect data on the absolute numbers and relative shares of older individuals with LTC needs and on the care services they would like to receive at the commune level; and
 - (ii) providing inputs to inform the finalization of the 2023-30 LTC Strategy and its implementation plan focusing on strengthening community-based care for more equitable access, quality, and sustainability of LTC for the elderly in Romania in

the following areas: (a) socioeconomic and demographic changes relevant for the development of LTC for the elderly; (b) lessons learned from the implementation of strategy on LTC during the period 2015-2020; (c) legal and institutional underpinnings for governing Romania's LTC system; (d) roles of central and local authorities for community-based LTC for the elderly; (e) strengthening infrastructure for community-based care and developing services at the community-level; (f) drafting a proposed monitoring and evaluation plan for the 2023-30 LTC Strategy, including proposed indicators, timeline, possible institutional roles and responsibilities; and (g) developing a proposed methodology for estimating the number and the proportion of potential beneficiaries of LTC for the elderly, including a section on the development of a proposed mix of services suitable for circumstances of these potential beneficiaries at the commune level based on the official "needs assessment grid".

- 3.2 Providing advisory services to the Client to manage the delivery and oversight of LTC for the elderly at the community level consisting of: (i) recommendations for the development or revision by the Client, as necessary, of cost and quality standards for community-based social services, for social services for the elderly in relevant establishments, for the "social services" component, for the "services for the elderly" category, and for case management in LTC, as applicable; (ii) developing a set of proposed performance indicators for social services for the elderly; (iii) developing proposals for revisions to the elderly needs assessment grid; (iv) developing a draft questionnaire for LTC applications, and a monitoring sheet for LTC services; (v) developing proposals for a revised framework model for management of home care as a single point of access to LTC; (vi) developing proposals for a draft procedure for collecting and processing relevant data; and (vii) analyzing data in the field of LTC. These advisory services will follow a review of the relevant existing framework, interviews with relevant stakeholders, and a review of the corresponding international practices and experiences in selected comparable countries, as relevant.

PILLAR 4: SUPPORTING THE REFORM OF THE PUBLIC PENSION SYSTEM

- 4.1 (i) Reviewing relevant international experience about multi-pillar pension system trends (including contribution rate) and the structure of mandatory defined contribution systems in three countries in the region selected by the Client; (ii) analyzing the impact of the increase proposed by the Client in the required contribution rate to the Defined Contribution Pension Plan, including impact on required annual contributions, estimated benefits payable to participants at retirement, and estimated total accumulation of assets, using the PROST input file developed by the National Office for Strategy and Prognosis for the 2021 EC Ageing Report; and (iii) providing support to the Client in organizing stakeholder consultations by delivering a presentation to explain technical aspects of the reform proposals developed by the Client and providing input on the agenda and format of the consultation events.
- 4.2 Providing support to inform the Client's preparation of revisions to the legislative framework, whether through amendments to the existing law or drafting of a new law, governing the pension system (law 127/2019) through: (i) close coordination with the National House for Pension and Other Social Insurance Rights to understand the structure of the databases and available data, identify the precise data needs for pension modeling, and facilitate transmission of data, including cohort data and individual anonymized data for active pension system participants and beneficiaries, to the Client and the Bank for data analytics and pension modelling, evaluation of the financial impact of proposed pension system reforms, and analysis of special pension expenditures under Activity 4.3 below; (ii) preparing data analytics to assure the integrity and consistency of the data for purposes of pension system financial analysis; (iii) providing technical input to inform the Client's

development of pension reform options, including review of the results of any impact assessment and technical analysis prepared by the MoF modelling unit with Bank's assistance; (iv) analyzing the sensitivity of the relevant parameters with financial impact proposed to be included by the Client in the revisions to the legislative framework in relation to the objectives of the reform, in particular the need to correct systemic inequities within the pension system, including reviewing the results of the impact assessment and technical analysis of the financial impact of each parameter prepared by the MoF modelling unit with Bank's assistance; (v) providing support to the Client in organizing stakeholder consultations by delivering a presentation to explain technical aspects of the reform proposals developed by the Client; and (vi) providing advisory input on the draft amendments to the legislative framework prepared by the Client.

- 4.3. Providing advice on potential areas of reform of the legislative framework in order to reduce special pension expenditure (special pension includes pensions for military, intelligence service and police, for some arduous and hazardous jobs, and for other smaller group) through: (i) coordination with the National House for Pension and Other Social Insurance Rights to identify needed data regarding current and potential future recipients of special pensions, provided that relevant data for the security sector (military and police) is made available by the Client; (ii) reviewing and assessing the methodology and data used in preparation of the 2021 EC Ageing Report; (iii) organizing discussions with the relevant stakeholders at the national and EU level to review available data for a special pensions impact assessment based on a modelling approach that takes into account the applicable time frame for activities under this RAS and the sophistication of available data; and; (iii) preparing analysis and an impact assessment of reform options for reducing special pension expenditures proposed by MLSS based on the agreed upon data and modelling techniques; and (iv) the provision of microsimulation training to the Client's staff and other public officials who may be invited by the Client in the use of the Bank's microsimulation model in order to independently conduct spending reviews and other relevant pension reform activities in the future.

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

It is expressly agreed and understood that: (A) the Bank's responsibility for carrying out the advisory services and for submitting the corresponding deliverables may be contingent upon the Client's timely action, including as applicable facilitating access by the Bank to relevant data and Client's identification or adoption of reform proposals; and (B) the Bank shall not be responsible for: (i) organizing and leading the consultations with relevant stakeholders; (ii) drafting or participate in drafting sessions for the finalization of the draft legislative and regulatory framework for the implementation of the reforms that may be adopted by the Client; (iii) supporting the process of assessing pension files.

Personal Data

Under this Agreement, the Bank or the Client will Process the following Personal Data:

- (a) Purpose of the Personal Data transfer/Processing:
- Pillar 1: Activities requiring data on current or potential VMI beneficiaries, including VMI simulations, methodological norms, needs assessment, and income tests; and
 - Pillar 4: Developing entries for the PROST and PROMiS models and the simplified model (to be developed) for special pensions.
- (b) Types of Processing: collection, storage, use, transmission, disclosure and/or deletion.
- (c) Categories of Data Subjects and of Personal Data Processed:

- **Pillar 1:** Bank to receive all relevant personal level variables from ANPIS and ANOFM databases, Ministry of Education, Ministry of Finance, Labor Inspectorate, local public administration institutions, and other institutions under the subordination/authority of the Client, as the case may be, such as individual ID number (C.N.P.), demographic characteristics and location variables (age, gender, SIRUTA code, household size, number of children, etc.), employment sector, occupation, level of education; and
- **Pillar 4:** Bank to receive from the National House for Pension and Other Social Insurance Rights on individual pension administrative data regarding: (i) participants in the pension system, both beneficiaries and active contributors, to develop entries for the PROST, PROMiS, or other computer models; and (ii) participants receiving special pensions, in a form that is acceptable to the Client and the Bank, and deemed adequate by the Bank to permit modelling of these pension programs.

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:

| Deliverable | Estimated due date | Cost in EUR |
|--|---|-------------|
| PILLAR 1 | | |
| SUPPORTING THE IMPLEMENTATION OF THE MINIMUM INCLUSION INCOME | | |
| Deliverable 1.1 Report on technical inputs for the conceptualization of the new SA MIS | Four (4) months after the Effective Date | 20,000 |
| Deliverable 1.2 Report on technical inputs, including simulations, to inform the Client's reform of the legislative and regulatory framework governing the VMI | Six (6) months after the Effective Date | 675,000 |
| Deliverable 1.3 Report on VMI methodological norms | Ten (10) months after the Effective Date | 145,000 |
| Deliverable 1.4 Report on technical inputs to update the VMI working procedures | Thirteen (13) months after the Effective Date | 105,000 |
| Deliverable 1.5 Report on needs assessment and technical input to draft a graduation plan for VMI beneficiaries | Seventeen (17) months after the Effective Date | 195,000 |
| Deliverable 1.6 Report on the technical assistance provided for the testing the VMI system | Twenty-four (24) months after the Effective Date | 100,000 |
| Deliverable 1.7 Report on the technical inputs for the VMI training, information campaign, and M&E system development | Twenty-eight (28) months after the Effective Date | 770,000 |
| Deliverable 1.8 Report on the VMI training | Thirty (30) months after the Effective Date | 305,000 |

| | | |
|---|---|---------|
| Deliverable 1.9 Report on technical assistance provided for the Client's development of the VMI IT system | Thirty-three (33) months after the Effective Date | 260,000 |
| Deliverable 1.10 Report on technical inputs and assessment of preliminary results of Client's VMI implementation | Thirty-six (36) months after the Effective Date | 225,000 |
| PILLAR 2 STRENGTHENING THE SOCIAL ECONOMY ECOSYSTEM | | |
| Deliverable 2.1 Report on social economy ecosystem diagnostic | Six (6) months after the Effective Date | 117,000 |
| Deliverable 2.2 Social Economy Policy Note | Seven (7) months after the Effective Date | 83,000 |
| Deliverable 2.3 Report on input provided for the establishment of the SECOP | Seven (7) months after the Effective Date | 100,000 |
| PILLAR 3 SUPPORTING THE DEVELOPMENT OF LONG-TERM CARE REFORMS FOR THE ELDERLY IN ROMANIA | | |
| Deliverable 3.1 Substantiation study to inform the development of the 2023-2030 LTC Strategy and potential reforms of the legislative framework governing social assistance for the elderly, including an excel file with an estimated number of elderly with potential LTC needs at the commune level and proposed questionnaire | Four (4) months after the Effective Date | 350,000 |
| Deliverable 3.2 Report with technical inputs to the 2023-2030 LTC Strategy and its implementation plan | Seven (7) months after the Effective Date | 150,000 |
| Deliverable 3.3 First set of protocols with written descriptions of quality standards and cost standards for managing the delivery of selected social services for the elderly at community level | Eight (8) months after the Effective Date | 75,000 |
| Deliverable 3.4 Second set of protocols with written descriptions of quality standards and cost standards, for managing the delivery of other social services for the elderly at community level | Fourteen (14) months after the Effective Date | 75,000 |
| Deliverable 3.5 Third set of protocols with written descriptions of quality standards, cost standards, and other working documents, namely performance indicators, revised elderly needs assessment grid and application questionnaire, monitoring sheets for LTC services, recommendations for revising cost and quality standards for the "social services" component and the "services for the elderly" category, proposal for an improved model for management of home care, draft procedures for collecting, processing, and analyzing data for LTC, and proposed revised quality standards for case management in LTC for managing the delivery of social services for the elderly at the community level | Eighteen (18) months after the Effective Date | 550,000 |

| PILLAR 4 SUPPORTING THE REFORM OF THE PUBLIC PENSION SYSTEM | | |
|--|--|---------|
| Deliverable 4.1 Report on analysis of the Client's proposals to reform the Defined Contribution Pension Plan, including feedback from the online consultations conducted by the Client, and recommendations for changes to the defined contribution system | One (1) month after the Effective Date | 250,000 |
| Deliverable 4.3 (a) Report on analysis and recommendations for reform of special pensions | Eight (8) months after the Effective Date | 400,000 |
| Deliverable 4.2 Report on analysis and recommendations for reforms to the public pension system and recommendations for improvement of data flows | Ten (10) months after the Effective Date | 700,000 |
| Deliverable 4.3 (b) Report on results of microsimulation training | Fifteen (15) months after the Effective Date | 150,000 |

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

Following the Effective Date, a semi-annual progress report in English shall be submitted within twenty-one (21) calendar days from the end of each six-month 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 Deliverables. The progress reports shall be in the format provided as Attachment to this Schedule. A Romanian translation of the progress reports will be provided within fourteen (14) calendar days after the submission of the English version. The Client will have twenty-one (21) calendar 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) calendar days to submit a modified progress report and/or provide comments and clarifications.

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

All progress reports and Deliverables as described in the Timetable under Section B of the Schedule to this Agreement submitted by the Bank shall be labeled with the Romanian Government's logo, the European Union logo, as well as the identification sentence related to the NRRP, as indicated by the Client.

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 social assistance, LTC, pensions and social insurance, social economy, social benefits and cash transfers, and case management.

D. *Counterparts and Facilities.*

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

(a) The Client shall provide facilities for conducting workshops, training, and consultation meetings as described in this Agreement. For all workshops and training activities to be conducted pursuant to this Agreement, the Client may provide reasonable expenditures necessary for

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

(b) The Client may provide office space for the Bank Personnel to ensure maximum interaction with the counterpart and effectiveness of its capacity building activities.

(c) In carrying out the Reimbursable Advisory Services, the Client shall facilitate contact between the Bank and the staff of the Client and other relevant stakeholders, including the Client's Directorate of Social Benefits Policy, Directorate of Employment, Directorate of Social Services Policy, and National Agency for Benefits and Social Inspection of Romania.

(d) 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, including:

- (i) ensuring that all data needed by the Bank in order to carry out the RAS activities is provided to the Bank team in a timely fashion and in readily usable form;
- (ii) making arrangements and sending invitations for consultations with stakeholders; and
- (iii) for the purposes of carrying out the RAS activities under Pillar 4, causing the National House for Pension and Other Social Insurance Rights to: (a) act as the single entity for the provision to the Bank of relevant data from its databases and other relevant data received from other entities; (b) facilitate the extraction, interpretation, and transmission of relevant data and other information necessary to enable the Bank to carry out the RAS activities, including calculation of the estimate of the one-year impact on benefit payments of recalculation of benefits for all existing pensioners for the purposes of Activity 4.1(iii); (c) provide data regarding current and potential future recipients of special pensions for use in the PROMiS model under Activity 4.3; and (d) scramble personal id (national C.N.P.) and ensure that no personal id information is included in the data to be provided by the Bank in accordance with this paragraph.

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 to this Agreement and Section 3 of Annex 1 to this Agreement.

ATTACHMENT TO SCHEDULE

INDICATIVE FORMAT OF PROGRESS REPORT

I. Time Period Covered: _____

II. Summary

- Overall Status of Work
- Findings and Issues

III. Progress by Deliverable

1. Deliverable 1

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

2. Deliverable x

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

IV. Conclusions

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ANNEX 1
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 Bank Personnel assigned to perform the Reimbursable Advisory Services. 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 Cooperation and Contributions.** (a) The Client shall at all times: (i) provide the Bank in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services; (ii) inform the Bank of any developments relating to the Reimbursable Advisory Services; (iii) permit Bank Personnel to have access to site(s) and facilities, personnel and any documentation relevant to perform the RAS; and (iv) do all things necessary to enable Bank Personnel to carry out the Reimbursable Advisory Services, including adopting decisions, carrying out activities and providing facilities and other arrangements necessary to facilitate and support the provision of the RAS, as set out in the Schedule to this Agreement.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility for any delay in performance or nonperformance occasioned by the Client's failure to comply with its obligations under paragraph (a) of this Section 3 and under the Schedule to this Agreement, as applicable.
4. **Timing.** The Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner. The timetable set out in the Schedule to this Agreement has been prepared in good faith based on information available to the Bank at the time of its preparation and is given on an indicative basis assuming that the Client and its personnel shall carry out their respective obligations as set forth in Section 3 (a) of this Annex and in the Schedule to this Agreement, as applicable, in a satisfactory and timely manner.
5. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its policies, including with respect to environmental and social aspects of RAS.
6. **Confidentiality.** The Client hereby authorizes the Bank to publicly disclose this RAS Agreement and the deliverables set out in the Schedule to this Agreement only in their final form. With respect to underlying information provided by the Client or Client's third-party sources 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 written consent. With respect to underlying information (other than the final deliverables) 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 written consent.
7. **Data Privacy.** In the event that the implementation of this Agreement requires either Party to Process Personal Data, including transferring Personal Data to the other Party, the Parties agree that such Processing shall be governed by the provisions of Annex 2.
8. **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 6, *Confidentiality*, of this Annex.

9. ***Representation of the Bank's Views and Use of the Bank's Name, Marks and Logo.*** (a) The Client agrees that neither Party shall represent, nor permit the representation of, the other Party's views without the prior written consent of such Party.

(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.

10. ***Disclaimers and Liabilities.*** (a) While the Bank shall exercise the same care and diligence in the performance of the RAS as it does in its other analytical and advisory activities, 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 advice provided as part of the RAS. If during the carrying out of the RAS the Client implements the advice provided by the Bank in a manner that is not consistent with such advice, the Bank may immediately terminate this Agreement.

(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.

11. ***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.

12. ***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 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.

13. **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.

14. **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.

15. **Saving of Rights.** No course of dealing and no failure or delay by any Party 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.

16. **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.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements between the Parties with respect to the subject matter hereof.

18. **Termination.** (a) Either the Client or the Bank may terminate this Agreement prior to its expiration upon ninety (90) calendar 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.

(b) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) the obligations under the Sections *Confidentiality*, *Intellectual Property* and *Privileges and Immunities* of this Annex, and (ii) 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.

19. **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 6 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 other documents, including any notice or request under this Agreement, not executed or transmitted by Electronic Means.

20. **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 five (5) years after the end of the Bank's fiscal year to which the record pertains.

21. **Definitions**

(a) "2021 EC Ageing Report" means the report dated May 7, 2021, prepared by the European Commission, presenting projections showing the economic and budgetary impact of an ageing population over the long-term.

(b) The acronym "AJPIS" means *Atribuții Agenții Teritoriale*, the Client's territorial agencies responsible for the administration, management and payment of social assistance benefits and support of social service programs.

(c) The acronym "ANOFM" means *Agentiei Naționale pentru Ocuparea Forței de Muncă*, the Client's National Agency for Employment established by law no. 202/2006 as may be amended from time to time.

(d) The acronym "ANPIS" means *Agentiei Naționale pentru Plăți și Inspecție Socială*, the Client's National Agency for Payments and Social Inspection established by Emergency Ordinance no. 113/2011.

(e) "Bank Personnel" means any Bank staff (including staff holding consultant appointments).

(f) The acronym "C.N.P." means *codul numeric personal*, a unique 13-digit numeric code assigned to registered individuals by the competent Romanian authority.

(g) "Data Subject" means the natural living person whose Personal Data is Processed; collectively, Data Subjects.

(h) "Defined Contribution Pension Plan" means the retirement plan in which the workers, employers and/or the government make contributions on a regular basis and benefits are calculated on the basis of the contributions made plus any investment income.

(i) "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.

(j) "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.

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

- (l) “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.
- (m) “National House for Pension and Other Social Insurance Rights” means the public entity responsible to administer and manage the public system of pensions and other social insurance rights in Romania.
- (n) “National Office for Strategy and Prognosis” means the department of the Government of Romania responsible for coordinating, monitoring and implementing policies in the field of foreign direct investment and public-private partnership.
- (o) The acronym “MOF” means Ministry of Finance of Romania.
- (p) “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- (q) “Personal Data Breach” means any act or omission that compromises the security, confidentiality, or integrity of Personal Data or the physical, technical, administrative, or organizational safeguards put in place to protect it.
- (r) “Processing” means any operation or set of operations, automated or not, which is performed on Personal Data, including but not limited to collection, storage, use, transmission, disclosure or deletion.
- (s) The acronym “PROMiS” means Pension Reform Options Microsimulation Tool, a computer-based microsimulation model developed by the Bank to support pension policy dialogue by providing a platform for modeling complex social policy scenarios using individual data records
- (t) The acronym “PROST” means Pension Reform Options Simulation Toolkit, a computer-based toolkit created by the Bank to support pension policy dialogue in client countries and simulate pension systems over a long timeframe.
- (u) “Signature Date” means the later of the two dates on which the Client and the Bank signed this Agreement.
- (v) The acronym “VMI” means *Venitul Minim de Incluziune*, the minimum inclusion income provided to families and individuals who are unable to support themselves financially.

**ANNEX 2
DATA PRIVACY**

- a. The Client represents and warrants that Personal Data transferred to the Bank has been collected and is transferred in accordance with applicable law taking full account of the Bank's intended use of the transferred Personal Data.
- b. Each Party shall transfer Personal Data to the other Party and the recipient Party shall Process such Personal Data exclusively for and only to the extent necessary for the purposes set out in Schedule Section A of this Agreement.
- c. Each Party shall Process Personal Data under this Agreement in accordance with applicable law and applicable institutional policies and procedures. In the event that either Party is unable to comply with any provision of this Agreement because of applicable laws or organizational policies and procedures, that Party shall inform the other Party of the applicable legal obligation before Processing, unless that law, regulation or institutional policy and procedure prohibits the disclosure of such information.
- d. The transferring Party shall provide Data Subjects with appropriate notice in accordance with applicable law or policy and procedure about transfer for the purpose of this Agreement.
- e. The transferring Party shall make reasonable efforts to ensure that the Personal Data transferred is accurate and up to date.
- f. The receiving Party shall store Personal Data under this Agreement only for as long as necessary for the Purpose and in accordance with applicable law and applicable institutional policies and procedures.
- g. The receiving Party shall apply appropriate technical and organizational measures, taking into account the risk inherent in the Processing, to protect the Personal Data transferred against accidental or unauthorized access, destruction, loss, alteration or disclosure.
- h. In case of a Personal Data Breach, the affected Party shall notify the other Party promptly and make reasonable efforts to remediate adverse effects. The other Party shall cooperate with reasonable requests of the affected Party regarding remedying or mitigating any such Personal Data Breach.
- i. The receiving Party shall not transfer Personal Data under this Agreement to third parties without the prior written permission of the other Party except to its corporate vendors engaged in Processing Personal Data on its behalf and provided the third party agrees in writing to provide a level of protection equivalent to that set out in this Annex.
- j. Each Party shall respond to requests by Data Subjects concerning the Processing of Personal Data by that Party in accordance with applicable law and applicable institutional policies and procedures. The Parties shall cooperate with each other in case of a request by Data Subjects whose Personal Data is Processed by either Party.
- k. It is expressly agreed and understood that nothing in this Annex 2 shall be interpreted to confer any rights on Data Subjects.
- l. Each Party shall be responsible only for its own transfer and Processing of such Personal Data under this RAS Agreement.