
PROJECT NUMBER P173238

REIMBURSABLE ADVISORY SERVICES AGREEMENT

(Mauritius Productivity Study and Report)

between

NATIONAL PRODUCTIVITY AND COMPETITIVENESS COUNCIL

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated as of the Signature Date (as defined in Section 18 of the Annex to this Agreement), between the NATIONAL PRODUCTIVITY AND COMPETITIVENESS COUNCIL (the “Client”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”) (jointly referred to as “the Parties” and each of them a “Party”).

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.

NOW, therefore, the Parties hereto agree as follows:

1. **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.

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. **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: (a) the Client and its personnel shall carry out their respective duties in a satisfactory and timely manner; and (b) the Client 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 Client shall pay the Bank a fixed fee of one hundred sixty-nine thousand seven hundred forty-five US Dollars (US\$169,745) payable in accordance to the following schedule of payment:

Amount of Installment (in US\$)	Event upon which Payment is Due
84,872	At Signature Date
84,872	Upon submission to the Client of the flagship report

(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.

5. **Effectiveness.** This Agreement shall become effective as of the Signature Date.

6. **Expiration.** This Agreement shall expire December 31, 2020 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 to this Agreement or otherwise cooperate as set forth in paragraph (a) above.

9. **Addresses.** For purposes of Section 17 of the Annex to this Agreement:

(a) the Client's address is:

3rd Floor, The Catalyst
Silicon Avenue, Cybercity
Ebene 72201, Mauritius

(b) the Client's Electronic Address is:

Fax: (230) 467 3838
E-mail: npccmauritius@intnet.mu

(c) the Bank's address is:

The World Bank
1818 H Street, NW
Washington, DC 20433
United States of America; and

(d) the Bank's Electronic Address is:

Fax: +230 208 0502
E-mail: MLundell@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 Signature Date.

**NATIONAL PRODUCTIVITY
AND COMPETITIVENESS COUNCIL**

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT**

By: Ashit Kumar Gungah
Authorized Representative

By: Mark R Lundell
Authorized Representative

Name: Ashit Kumar Gungah

Name: Mark R. Lundell

Title: EXECUTIVE DIRECTOR

Title: Country Director

Date: 11-May-2020

Date: 08-May-2020

By: Sanjiv Mulloo
Authorized Representative

Name: Sanjiv Mulloo

Title: Chairman

Date: 09-May-2020

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:

1. Carry out data collection fieldwork activities which would involve stakeholder consultations on four areas of improvement for evidence-based policymaking namely: (a) prioritization of economic reform agenda; (b) coherence of state involvement; (c) business enabling environment; and (d) skills and labor market issues. Fieldwork activities shall conclude with a workshop for all relevant stakeholders to take stock of the information collected and build consensus on next steps regarding data collection and research.

2. Prepare a flagship report on productivity and business environment in Mauritius, aimed at taking stock of recent productivity trends in Mauritius and developing specific policy recommendations to boost productivity growth. The report will focus on the following three key areas:

- (a) The sectoral disaggregation of productivity trends and role of structural transformation and innovation in productivity.
- (b) The business enabling environment, including competition and targeted government support, for productivity and its firm level determinants such as innovation, training, adoption of good management practices, with a special focus on COVID-19 impacts and responses within the business community.
- (c) Skills gaps and other labor market determinants of productivity, including the role of labor market regulations, active labor market programs, and migration.

3. The report shall rely on the findings of an enterprise survey that follows the global World Bank template, enabling cross-country benchmarking, but with a set of additional questions tailored to the Mauritian context and the above-mentioned priority areas.

4. Any change to the foregoing scope of work shall be set out in a 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:

Deliverable	Estimated Due Date
Hiring a consultant and completing the field work activities referred to in Section A.1 of the Schedule to this Agreement.	May 15, 2020
Flagship report on productivity and business environment in Mauritius referred to in Section A.2 and 3 of the Schedule to this Agreement.	July 15, 2020

C. **Bank Personnel.** The following is an indicative list of the persons likely to be involved in carrying out the Reimbursable Advisory Services:

Name	Title
Joshua Seth Wimpey	Team Leader, Private Sector Development Specialist
David C. Francis	Senior Economist
John Gabriel Goddard	Lead Economist
Marco Ranzani	Economist

D. **Counterparts and Facilities.** The Client shall carry out the following activities in support of the Reimbursable Advisory Services:

1. participate in regular meetings with the Bank Personnel in charge of developing the various outputs of the Reimbursable Advisory Services;

2. obtain and provide to Bank Personnel, in a timely manner, all information required for the development of the activities and the delivery of the outputs of this RAS.

3. coordinate and facilitate the involvement and participation of stakeholders, in workshops carried out as part of the RAS;

4. make available physical space and office-support facilities (or similar premises acceptable to the Bank) in support of the Reimbursable Advisory Services for collaboration with other stakeholders; and

5. provide the Bank Personnel with the necessary administrative and organizational support for the RAS.

E. **Records.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Client such information regarding the Reimbursable Advisory Services as the Client shall reasonably request.

ANNEX

STANDARD TERMS AND CONDITIONS

1. **Performance Standard; Non-Exclusivity.** The Bank hereby shall carry out the Reimbursable Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the Client hereunder is non-exclusive and shall not restrict the Client from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) (“Bank Personnel”) assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Client may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Client and Bank Personnel.

3. **Client Contributions.** The Client shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. **Confidentiality.** The Parties agree that this Agreement and the outputs set out in the Schedule to this Agreement shall only be made available to the public after the Client has given its written consent to such disclosure. For this purpose, the Client hereby authorizes the Bank to publicly disclose this Agreement and the outputs set out in the Schedule to this Agreement in their final form. With respect to underlying information provided by the Client in support of the Reimbursable Advisory Services, the Client reserves the right to designate said information as confidential. The Bank may publicly disclose such information only after the Client has given its prior consent. With respect to underlying information (other than the final outputs) provided by the Bank in support of the Reimbursable Advisory Services, the Bank reserves the right to designate said information as confidential. The Client may publicly disclose such information only after the Bank has given its prior consent.

6. **Intellectual Property.** The intellectual property rights of each Party in any of its pre-existing data or documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services shall belong to the Client; *provided, however*, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright) , fully sub-licensable and royalty-

free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the Client, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in Section 5, *Confidentiality*, of this Annex.

7. ***Representation of the Bank's Views and Use of the Bank's Name, Marks and Logo.*** (a) The Client agrees that it shall not represent, or permit the representation of, the Bank's views without the prior written consent of the Bank.

(b) The Client further agrees that it shall not use, or permit the use of the Bank's name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank's usual disclaimers.

(c) Both Parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services.

8. ***Disclaimers and Liabilities***

(a) While the Bank shall make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the extent of success that may be achieved in the implementation of any recommendation contained in any work product prepared by or with the assistance of the Bank or Bank Personnel.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of law, the Bank shall not be liable to the Client, or other third party for any loss, cost, damage or liability that the Client shall incur as a result of the Reimbursable Advisory Services, except for those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel.

(c) The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third Parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Client in respect of a project or otherwise.

9. ***Enforceability.*** The rights and obligations of the Bank and the Client under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

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

conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

(b) Neither the Client nor the Bank shall be entitled in any proceeding under paragraph (a) of this Section to assert any claim that any provision of these Standard Conditions or of the RAS Agreement is invalid or unenforceable because of any provision of the Bank's Articles of Agreement.

11. ***Privileges and Immunities; Tax Immunity.*** The Client recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank's Articles of Agreement and other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank's Articles of Agreement and other applicable rules of law. This includes, inter alia, the immunity of the Bank, its assets, income and its operations and transactions, from all taxation and customs duties.

12. ***Amendments.*** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

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

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

15. ***Entire Agreement.*** 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.

16. ***Termination.*** Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (a) obligation of confidentiality under Section 5 of this Annex, (b) the obligations spelled out in Sections 6 on Intellectual Property and 11 on Privileges and Immunities of this Annex; and (c) the obligation of the Client to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the Client, shall continue in full force and effect.

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

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

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

18. ***Definitions***

(a) "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).

(b) "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.

(c) "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.

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

(e) "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.

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