

**The World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION  
REGIONAL OFFICE  
UKRAINE, BELARUS AND MOLDOVA

1, Dniprovskiy Uzviz  
Kyiv 01010  
Ukraine

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*June 26, 2023*

H. E. Yulia Svyrydenko  
Minister of Economy of Ukraine  
Ministry of Economy of Ukraine  
12/2 Hrushevsky Str.  
Kyiv 01008  
Ukraine

**Re: Ukraine Grant No. TF0B6630  
(Public Finance Management Support Programme for Ukraine Project)  
First Amendment to the Letter Agreement**

Excellency:

We refer to the Letter Agreement (“Agreement”) between Ukraine (“Recipient”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as administrator of grant funds provided by the European Commission under the European Commission – World Bank Partnership Programme Part III for Europe and Central Asia Programmatic Single-Donor Trust Fund, dated February 9, 2022, for the above-referenced Project. The capitalized terms used in this letter (the “Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreement.

We further refer to your letter dated March 24, 2023, requesting to amend certain provisions in the Agreement. We are pleased to inform you that the Bank agrees to your request, and proposes to amend the Agreement as follows:

1. Parts B and C of the Project Description in the Annex of the Agreement are hereby amended to read as follows:

**“Part B: Enhancing Public Investment Management (PIM)**

Support for (i) the establishment of a comprehensive database of the public investment portfolio and automation of the public investment decision making and management process through: (a) carrying out analysis of automation options for PIM as part of the development of the Digital Restoration Ecosystem for Accountable Management (DREAM) of the Ministry for Communities, Territories, and Infrastructure Development (MinInfra) to cover needs for Ministry of Finance and MoE; (b) developing functional requirements and technical specifications for the PIM automation of at least one selected DREAM function; (ii) capacity building of participating stakeholders for better management of public investment projects, their coordination, and monitoring through developing a country-wide e-training platform’s curriculum and its implementation; (iii) strengthening the capacities of

key stakeholders, including the MoE, MoF, in MinInfra, to coordinate implementation and monitoring of public investments and support the change management process; and (iv) improving PIM transparency and citizen engagement.

**Part C: Better Governance and Oversight of State-owned Enterprises (SOEs)**

Support for: (i) streamlining and aggregation of SOEs financial data for performance assessment and improved risk analysis; (ii) review of key financial performance indicators and developing a dashboard for SOE performance assessment through developing a methodology and tools for reviewing SOEs' audited financial statements; and (iii) analysis of SOE financial performance, and training of staff in the use of guidelines and methodology."

2. Section 3.03 of the Annex to the Agreement is hereby amended to read as follows:

"3.03. ***Withdrawal Period.*** The Closing Date is June 11, 2025."

All other provisions of the Agreement, except as amended through this Amendment Letter, shall remain in full force and effect.

Please confirm the Recipient's agreement to the amendment set out above by countersigning and dating this Amendment Letter in the spaces provided below and returning one fully signed original of this Amendment Letter to us. Upon receipt by the Bank of the copy of this Amendment Letter duly countersigned by the Recipient's authorized representative, this Amendment Letter shall become effective upon the date of its countersignature and receipt by the Bank of one fully executed original of this Amendment Letter.

The Restructuring Paper, dated June 21, 2023, will be disclosed on the Bank's external website.

Very truly yours,

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

(acting as administrator of grant funds provided by the European Commission under the European Commission -World Bank Partnership Programme Part III for Europe and Central Asia Programmatic Single-Donor Trust Fund)

By

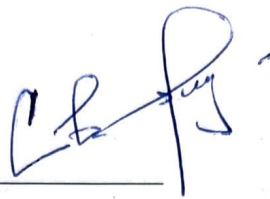


Arup Banerji

Regional Country Director  
Eastern Europe  
Europe and Central Asia

**AGREED:**

**UKRAINE**



By:

Name:

YULIA SVYRYDENKO

Title:

MINISTER OF ECONOMY OF UKRAINE

Date:

25 SEPTEMBER 2023



**НАЦІОНАЛЬНЕ АГЕНТСТВО УКРАЇНИ  
З ПИТАНЬ ДЕРЖАВНОЇ СЛУЖБИ**

вул. Прорізна, 15, м. Київ, 01601, тел. (044) 254-06-00, тел./факс: (044) 279-05-29  
E-mail: zagal@nads.gov.ua, сайт: www.nads.gov.ua, код згідно з ЄДРПОУ 37819430

від \_\_\_\_\_ 20\_\_ р. № \_\_\_\_\_

На № \_\_\_\_\_ від \_\_\_\_\_ 20\_\_ р.

**UNDP Resident Representative  
in Ukraine  
Mr. Jaco Cilliers**

**July 07, 2023**

Dear Mr. Cilliers

Following a working meeting chaired by the Prime Minister of Ukraine Denys Shmyhal on May 31, digitalization was defined as an important component of Ukraine's transformation plan. The Effective Digital State was noted among the ten priority reforms of Ukraine. The National Agency on Civil Service is responsible for this area in terms of civil service reform. The goal of the reform is to increase the efficiency of the state apparatus through modern models and approaches to the performance of state functions.

HRMIS is one of the best and most effective tools to ensure a comfortable workspace for civil servants and a digital environment that will reduce the unnecessary bureaucracy of core HR processes. HRMIS is an information system for human resource management and personnel accounting or a single electronic database that stores all information about government employees from personal card information to the amount of all payments.

The Diia for Civil Servants project's launch is an effective tool in this area. The development and implementation of the Diia for Civil Servants project is an important step for Ukrainian society. The Project's implementation will contribute to open, transparent and effective public administration using the latest technologies.

**Diia for Civil Servants project includes:**

- An electronic certificate of a civil servant;
- Civil servant evaluation mechanism;
- Centralized infrastructure of mail, work with files, chats;
- Intranet services – search for colleagues within the organization, surveys, gamification.

HRMIS can be very effective as back-end services provider for the project.

UB

НАДС

№3166/60-23 від 07.07.2023



**HRMIS has been developed in its core functionalities:**

- Management of government agencies;
- Position management;
- Employee personal file management;
- Length of civil service;
- Entry to and termination of civil service;
- Official career;
- Transfer;
- Business trip;
- Working and rest time;
- Documents;
- Payroll; Payroll report;
- Public portal,
- Self-service cabinet.

HRMIS has been launched in 128 central executive bodies (including territorial ones) covering 26820 end-users. HRMIS can provide the application program interface (API) that uses requests to access and use data.

**The following interfaces has been defined with high priority:**

- · Management of government agencies;
- · Position management;
- · Employee personal file management;
- · Entry to and termination of civil service;
- · Working and rest time.

The United Nations Development Programme is essential in helping the Government, civil society and people of Ukraine improve democratic policies and practices necessary to accelerate progress in sustainable development. We are grateful to UNDP and the EU for supporting our initiatives that help Ukraine to increase the availability of new digital solutions, to ensure the effective performance of important functions by government agencies, even in the face of unprecedented external challenges.

We kindly ask you to support development of integration between HRMIS and DIIA in order to reach abovementioned objectives.

For general questions, please contact **Yevhen Sosnovskiy**, director of the General Department for Digitalization in the Civil Service NACS: **+380958866678**, **sosnovskiy@nads.gov.ua**.

**Best regards,**

**The Head of NACS**



**Nataliia ALIUSHYNA**

**United Nations Development Programme**



UNDP/2023/1118

10 July 2023

Dear Mrs. Aliushyna,

The United Nations Development Programme (UNDP) in Ukraine presents its compliments to the National Agency on Civil Service and to you personally. We acknowledge with thanks the receipt of your letter 3166/60-23 of 07.07.2023 regarding the possibility of supporting the development of integration between The Human Resources Management Information System (HRMIS) and DIIA.

UNDP in Ukraine is fully committed to bridge the digital divide and ensure that digital transformation is inclusive and equitable to all, and no one is left behind. Within the framework of the DIA Support Project funded by the Government of Sweden, UNDP aims at increasing the accessibility of digital public services to all citizens of Ukraine, including the most vulnerable and marginalized groups of the population.

Given the alignment of this initiative with our strategic intent and programmatic priorities, I am pleased to inform you that UNDP will support your request within the framework of the DIA Support Project.

Kindly note that the contact person from our side is Mr. Volodymyr Brusilovskyi, Project Manager, DIA Support Project (tel: +38 050 238 2203, email: volodymyr.brusilovskyi@undp.org). Your office could contact him for further support.

We thank you for this initiative. Please accept, Mrs. Aliushyna, the assurances of my highest consideration.

Sincerely yours,

DocuSigned by:

Mr. Christophoros Politis,  
Deputy Resident Representative  
Officer-in-Charge  
UNDP in Ukraine

Mrs. Nataliia Aliushyna  
The Head of NACS



**UNDP in Ukraine**  
1 Klovsky Uzviz, Kyiv 01021  
Tel.: +380 44 253 9363  
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[www.ua.undp.org](http://www.ua.undp.org)

DS

## Договір

**про надання повноважень на впровадження Гранту № TF0B6630 Проекту «Програма підтримки управління державними фінансами в Україні» як адміністратора грантових коштів, наданих Європейською Комісією від імені Європейського Союзу («Донор») в рамках III-ї частини Програми партнерства Європейської Комісії і Світового банку для Європи та Центральної Азії та Програмного цільового фонду єдиного донора (TF073423) між Міністерством економіки України та Національним агентством України з питань державної служби**

Міністерство економіки України (далі – Отримувач) в особі Першого віце-прем'єр-міністра України – Міністра економіки України Свириденко Юлії Анатолівни, яка діє на підставі Положення про Міністерство економіки України, затвердженого постановою Кабінету Міністрів України від 20 серпня 2014 року (в редакції постанови Кабінету Міністрів України від 17 лютого 2021 р. № 124), з однієї сторони, та Національне агентство України з питань державної служби (далі – Реципієнт) в особі Голови Національного агентства України з питань державної служби Алюшиної Наталії Олександрівни, яка діє на підставі Положення про Національне агентство України з питань державної служби, затвердженого постановою Кабінету Міністрів України від 01 жовтня 2014 року № 500, з іншої сторони (далі разом – Сторони, а окремо – Сторона), у рамках Частини В. Удосконалення системи управління державними інвестиціями – УДІ, керуючись положеннями Рамкової угоди щодо грантів технічної допомоги між Україною та Міжнародним банком реконструкції та розвитку від 14 січня 1998 року та відповідно до Листа-угоди від 09 лютого 2022 року стосовно Гранту № TF0B6630 Проекту «Програма підтримки управління державними фінансами в Україні» (далі – Грант), укладеного між Отримувачем і Міжнародним банком реконструкції та розвитку, який виступає як адміністратор грантових коштів, наданих Європейською Комісією від імені Європейського Союзу в рамках III-ї частини Програми партнерства Європейської Комісії і Світового банку для Європи та Центральної Азії та Програмного цільового фонду єдиного донора (TF0B6630) у сумі 2 867 000 євро для Частини В Гранту (далі – Лист-угода), уклали цей договір (далі – Договір) про таке.

## Стаття 1

### Предмет Договору

За цим Договором Отримувач надає, а Реципієнт приймає повноваження щодо: виконання заходів, пов'язаних із загальним впровадженням Гранту; підготовки, оформлення та подання згідно із законодавством і встановленими документами Міжнародного банку реконструкції та розвитку запитів про одержання коштів Гранту;



ДОКУМЕНТ  
Підпису  
Сертифікований  
Дійсний



УВ  
РАК  
№1455/60.1-22 від 04.04.2022  
Юлія Анатолівна 04.04.2022 18:45  
3904051256103D868500  
):00 по 11.11.2023 23:59:59

Мінекономіки



3904-05/12561-03 від 02.04.2022 18:03

розробки і затвердження операційного Посібника НАДС для реалізації Гранту, прийнятого для Світового банку за формою та змістом, відповідно до розділу 3.02 (b) додатку Листа-угоди;

здійснення закупівель товарів, послуг консультантів, включаючи навчання, аудит, операційні витрати в рамках Гранту відповідно до процедури, встановленої Грантом;

прийняття рішення щодо організації роботи за Грантом, у тому числі призначення відповідальної особи (координатора Гранту);

ведення бухгалтерського обліку та складання фінансової звітності, аудиту, записів та рахунків, збереження усіх документів Гранту тощо відповідно до вимог положень Листа-угоди та законодавства України;

взяття на облік всього обладнання, придбаного в рамках Гранту, та цільового його використання.

## **Стаття 2**

### **Права та обов'язки Сторін**

#### **1. Реципієнт зобов'язується:**

виконувати умови та зобов'язання, визначені Грантом, а саме:

впроваджувати Грант з належною сумлінністю і ефективністю та згідно з відповідними адміністративними, економічними, фінансовими та екологічними практиками;

здійснювати всі заходи, передбачені Грантом;

виконувати Грант відповідно до положень Листа-угоди;

не здійснювати і не дозволяти здійснювати жодних дій, що могли б перешкодити виконанню Гранту або вступати у суперечність з ним;

нести повну відповідальність за невиконання, неналежне або несвоєчасне виконання усіх фінансових зобов'язань, передбачених Листом-угодою, зокрема щодо повернення Світовому банку після завершення строку дії Гранту невикористаних коштів Гранту у валюті, визначеній Світовим банком;

надавати Отримувачу:

до 10 липня звітного року результати піврічного моніторингу проекту (програми) та до 10 січня року, що настає за звітним, результати річного моніторингу проекту (програми), складені за формою згідно з додатком 3 до Порядку залучення, використання та моніторингу міжнародної технічної допомоги, затвердженого постановою Кабінету Міністрів України від 15 лютого 2002 року № 153 (далі – Порядок), завізовані відповідальною особою та підписані керівником Реципієнта;

результати заключного моніторингу за формою згідно з додатком 3 до Порядку.

#### **2. Отримувач має право:**

вивчати стан реалізації Гранту Реципієнта на місці;

запитувати в Реципієнта документи, передбачені пунктом 1 цієї статті;

порушити перед Міжнародним банком реконструкції та розвитку питання зупинення реалізації Гранту у разі порушення зобов'язань, що виникають з цього



Договору, зокрема у разі виявлення порушень Реципієнтом законодавства України, нецільового використання міжнародної технічної допомоги під час реалізації Гранту, незадовільних результатів моніторингу Гранту до їх усунення Реципієнтом.

3. Отримувач зобов'язується належно і своєчасно виконувати умови та зобов'язання, визначені Грантом.

### **Стаття 3** **Відповідальність Сторін за порушення умов Договору**

Сторона вважається невинуватою і не несе відповідальності за порушення Договору, якщо вона доведе, що вжила всіх залежних від неї заходів щодо належного виконання цього Договору.

### **Стаття 4** **Вирішення спорів**

Усі спори, що виникають з цього Договору або пов'язані із ним, вирішуються шляхом консультацій та переговорів між Сторонами.

### **Стаття 5** **Дія договору**

1. Цей Договір набирає чинності з дати його підписання, залишається чинним на строк дії Гранту. Строк дії договору закінчується після повного виконання Реципієнтом усіх зобов'язань, визначених Листом-угодою та цим Договором.

2. За взаємною згодою Сторін до положень цього Договору можуть вноситися зміни або доповнення.

3. Сторони погодилися, що цей Договір складено у формі електронного документа та підписаний шляхом накладання кваліфікаційного електронного підпису Сторін, що прирівняні до власноручного підпису уповноважених осіб Сторін.

### **Місцезнаходження та реквізити Сторін**

#### **Від Міністерства економіки України**

вул. Грушевського 12/2,  
м. Київ, 01008  
Тел. (044)200-47-53  
Факс (044)253-63-71  
Код за ЄДРПОУ 37508596  
МФО 820172  
Неплатник ПДВ

**Перший віце-прем'єр-міністр України –  
Міністр економіки України**

**Юлія СВИРИДЕНКО**

#### **Від Національного агентства України з питань державної служби**

вул. Прорізна, 15,  
м. Київ, 01601  
Тел. 256-00-99  
Факс 256-00-03  
Код за ЄДРПОУ 37819430  
МФО 820172  
Неплатник ПДВ

**Голова Національного агентства  
України з питань державної служби**

**Наталія АЛЮШИНА**

September 12, 2021

H. E. Oleksiy Lyubchenko  
First Deputy Prime Minister of Ukraine  
Minister of Economy of Ukraine  
12/2 Hrushevskogo str.  
Kyiv, 01008  
Ukraine

Re: **Grant No.TF0B6630**  
**Public Finance Management Support Programme for**  
**Ukraine Project**  
**Letter Agreement**

Your Excellency:


In response to the request for financial assistance made on behalf of Ukraine (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and International Development Association (“Bank”), acting as administrator of grant funds provided by the European Commission (“Donor”) under the European Commission - *World Bank Partnership Programme Part III for Europe and Central Asia Programmatic Single-Donor Trust Fund (TF073423)* proposes to extend to the Recipient, a grant in an amount not to exceed three million eight hundred nine thousand Euros (EUR 3,809,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

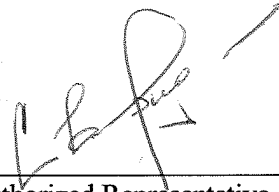
Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement and returning one duly executed copy to the Bank.

Very truly yours,  
INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT  
ASSOCIATION

By  \_\_\_\_\_  
Arup Banerji  
Country Director  
Belarus, Moldova, and Ukraine  
Europe and Central Asia

AGREED:

UKRAINE

By  \_\_\_\_\_  
Authorized Representative  
Name Yuliia  
Title Svyzydenko  
Date 09.02.2022

Enclosures:

- (1) "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds" dated February 25, 2019
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated February 2017

**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section:

- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
- (b) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (c) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 8, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- (d) “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
- (e) “HRMIS” means Human Resource Management Information System.
- (f) “HRM” means Human Resource Management.
- (g) “IFRS” means International Financial Reporting Standards.
- (h) “NACS” means the National Civil Service Agency of the Recipient.

- (i) “NACS Manual” means the manual to be prepared and adopted by NACS, on behalf of the Recipient, pursuant to Section 3.02 (b) of the Annex to this Agreement, describing procedures for implementation of NACS’s Respective Parts of the Project, consistent with the provisions of this Agreement and with the national laws and regulations of the Recipient and including, *inter alia*: (i) procedures governing administrative, procurement, accounting, financial management, adequate measures for audits and complaint mechanisms in case of misuse of the proceeds of the Grant; and (ii) monitoring and evaluation arrangements.
- (j) “MoE Manual” means the manual to be prepared and adopted by MoE, on behalf of the Recipient, pursuant to Section 3.02 (c) of the Annex to this Agreement, describing procedures for implementation of MoE’s Respective Parts of the Project, consistent with the provisions of this Agreement and with the national laws and regulations of the Recipient and including, *inter alia*: (i) procedures governing administrative, procurement, accounting, financial management, adequate measures for audits and complaint mechanisms in case of misuse of the proceeds of the Grant; and (ii) monitoring and evaluation arrangements.
- (k) “Ministry of Economy” and acronym “MoE” means the Recipient’s Ministry of Economy.
- (l) “Operating Costs” means the reasonable expenditures, as shall have been approved by the Bank, incurred by the Recipient, MoE, and NACS to finance their incremental expenses incurred on account of Project implementation, and which include, *inter alia*, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, translation services, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services), and any other reasonable expenditures as may be agreed upon by the World Bank.
- (m) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
- (n) “Project Operation Manuals” means the NACS manual and MoE manual, respectively.
- (o) “PIM” means Public Investment Management.
- (p) “SOEs” means State-owned Enterprises.
- (q) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (r) “Training” means the expenditures incurred by the Recipient to conduct training, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services).

## **Article II**

### **Project Execution**

2.01. ***Project Objectives and Description.*** The objective of the Project is to better manage public resources of interventions, through: (i) launching of a country-wide HRMIS; (ii) reassessing and improving the efficiency of the PIM system; and (iii) improving the governance of SOEs.

The Project consists of the following parts:

#### Part A: Country-wide Launch of the HRMIS.

Support the country-wide launch of the HRMIS through: (i) functional enlargement of the HRMIS through by developing modules for performance appraisal, professional competences, and analysis and reporting; (ii) connecting public institutions at the national and subnational levels to the HRMIS, including data migration, and validation; (iii) integration of the HRMIS with relevant registers and information systems in the public administration; (iv) development of application programming interface (API) specifications to be used as standards for data exchange (interoperability with other systems); (v) training of future users and change management; (vi) improving the policy and methodological framework for the implementation of the HRMIS main functional modules (review of HRM practices and processes, preparation of government decisions about HRMIS implementation, including capacity building of selected public entities on HRM); and (vii) the carrying out of annual technological upgrades and adaptive and evolutive changes to the HRMIS.

#### Part B: Enhancing Public Investment Management (PIM)

Support enhancing public investment management through: (i) establishment of a comprehensive database of the public investment portfolio and automation of the public investment decision-making and management process through: (a) carrying out analysis of automation options for PIM; and (b) developing functional requirements for the PIM automation solution (and testing), procurement, installation, and training of users; (ii) capacity building of participating stakeholders for better management of public investment projects, including coordination, and monitoring through: (a) developing guidelines for project implementation management; (b) developing a training strategy, curriculum and its implementation; and (c) carrying out related business process analysis and study visits; and (iii) strengthening of Ministry of Economy capacities to coordinate and monitor public investments, through developing business process analysis, proposals for staffing levels (and their competences), and support for the change management process.

Part C: Better Governance and Oversight of State-owned Enterprises (SOEs)

Support for better governance and oversight of SOEs through: (i) streamlining and aggregation of SOE financial data for performance assessment and improved risk analysis, through: (a) the digitalization and aggregation of data and the customization of existing business intelligence software; and (b) developing new analytical modules for the financial monitoring system and provide training to new users of such system; and (ii) review of key financial performance indicators and developing a dashboard for SOE performance assessment, through: (a) developing a methodology and tools for reviewing SOEs' audited financial statements; and (b) designing a dashboard to analyze SOE financial performance, analysis of International Financial Reporting Standards (IFRS), training of staff in the use of such dashboard, guidelines and methodology.

Part D: Project Management and Implementation Support

Support for Project management and implementation including *inter alia*: the provision of goods, consultants' services and training, and incremental Operating Costs (including a financial audit).

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through NACS and MoE; all in accordance with the provisions of Article II of the Standard Conditions, and the Anti-Corruption Guidelines.

2.03. ***Institutional and Other Arrangements.***

The Recipient shall cause NACS and MoE to:

(a) maintain at all times during Project implementation, professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the World Bank, to perform all Project related functions including, *inter alia*, procurement and financial management; and

(b) carry out the Project in accordance with the Project Operation Manuals and shall not amend or waive any of its provisions without the prior written agreement of the World Bank. In the event of any inconsistency between the provisions of the Project Operation Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

2.04. **Environmental and Social Standards.**

(a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:

(i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

- (ii) sufficient funds are available to cover the costs of implementing the ESCP;
  - (iii) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall ensure that:
- (i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- (e) The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
- (f) The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors and supervising entities to: (i) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.



2.05 **Documents; Records.**

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time, reasonably request; and (iii) able to disclose such records and information to the Donor.

2.06. **Project Monitoring, Reporting and Evaluation.** The Recipient shall ensure that each Project Report is furnished to the Bank not later than thirty (30) days after each calendar semester, covering the calendar semester.

**Article III  
Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
<u>For NACS:</u>  (1) Goods, works, consulting services; Training; and Operating Costs under Part A and D of the Project	2,867,000	100%
<u>For MoE:</u>  (2) Goods, works, consulting services, Training, and Operating Costs under Parts B, C, and D of the Project	942,000	100%
<b>TOTAL AMOUNT</b>	<b>3,809,000</b>	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:

- (a) for payments made prior to the date of this Agreement;
- (b) under Category (1), until the NACS Manual has been adopted by NACS, on behalf of the Recipient, in form and substance satisfactory to the World Bank; and
- (c) under Category (2), until the MoE Manual has been adopted by MoE, on behalf of the Recipient, in form and substance satisfactory to the World Bank.

3.03. **Withdrawal Period.** The Closing Date is May 31, 2023.

**Article IV**  
**Recipient's Representative; Addresses**

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's Minister of Economy of Ukraine.

4.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's Address is:

Ministry of Economy of Ukraine  
12/2 Hrushevskogo str.  
Kyiv, 01008  
Ukraine; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+38044 226-3181	meconomy@me.gov.ua

4.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development/International  
Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

September 12, 2021

H. E. Oleksiy Lyubchenko  
First Deputy Prime Minister of Ukraine  
Minister of Economy of Ukraine  
12/2 Hrushevskogo str.  
Kyiv, 01008  
Ukraine

**Re: Grant No. TF0B6630**  
**Public Finance Management Support Programme for Ukraine Project**  
**Additional Instructions: Disbursement and Financial Information Letter (DFIL)**

Your Excellency:

I refer to the Letter Agreement (“Agreement”) between International Bank For Reconstruction And Development and International Development Association (“Bank”), acting as administrator of grant funds provided by the European Commission (“Donor”) under the *European Commission - World Bank Partnership Programme Part III for Europe and Central Asia Programmatic Single-Donor Trust Fund*, and Ministry of Economy of Ukraine (“Recipient”) for the Benefit of Ukraine, for the above-referenced project, dated September 12, 2021. The Standard Conditions, as defined in the Agreement, provide that the Recipient may, from time to time, request withdrawals of Grant amounts from the Grant Account in accordance with the Disbursement and Financial Information Letter, and such additional instructions as the Bank may specify from time to time by notice to the Recipient. The Standard Conditions also provide that the Disbursement and Financial Information Letter may specify Project specific financial reporting requirements.

**I. Disbursement Arrangements, Withdrawal and Reporting of Grant Proceeds**

The *Disbursement Guidelines for Investment Project Financing*, dated February 2017, (“Disbursement Guidelines”) are available in the Bank’s public website at <https://www.worldbank.org> and its secure website “Client Connection” at <https://clientconnection.worldbank.org>. The Disbursement Guidelines are an integral part of this DFIL, and the manner in which the provisions in the Disbursement Guidelines apply to the Grant is specified below.

**(i) Disbursement Arrangements**

- **General Provisions** (Schedule 1). The table in Schedule 1 sets out the disbursement methods which may be used by the Recipient, information on registration of authorized signatures, processing of withdrawal applications (including minimum value of applications and processing of advances), instructions on supporting documentation, and frequency of reporting on the Designated Account.

**(ii) Electronic Delivery.** Refer to section 11.01 (c) of the Standard Conditions.

The Bank may permit the Recipient to electronically deliver applications (with supporting documents) through the Bank’s web-based portal (<https://clientconnection.worldbank.org>) “Client Connection”. This option may be effected if the officials designated in writing by the Recipient who are authorized to sign and deliver Applications have registered as users of “Client Connection”. The designated officials may deliver Applications electronically by completing the Form 2380, which is accessible through “Client Connection”. By signing the Authorized Signatory Letter, the Recipient confirms that it is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications

and supporting documents to the Bank by electronic means. The Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Recipient. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, available in the Bank's public website at <https://worldbank.org> and "Client Connection"; and (b) to cause such official to abide by those terms and conditions.

## II. Financial Reports and Audits

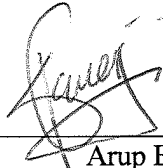
(i) **Financial Reports.** The Recipient shall prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports ("IFR") for the Project covering the semester.

(ii) **Audits.** The Recipient shall have the Project's Financial Statements audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each audit shall cover the period of one fiscal year of the Recipient. For each such period, the audited Financial Statements for the Project shall be: (a) furnished to the Bank not later than six (6) months after the end of such period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Bank.

## III. Other Information

For additional information on disbursement arrangements, please refer to the Loan Handbook available on the Bank's website (<http://www.worldbank.org/>) and "Client Connection". The Bank recommends that you register as a user of "Client Connection". From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Grant, and retrieve related policy, financial, and procurement information. For more information about the website and registration arrangements, or if you have any queries in relation to the above, please contact the Bank by email at [askloans@worldbank.org](mailto:askloans@worldbank.org) using the above reference.

Yours sincerely,



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Arup Banerji  
Country Director  
Belarus, Moldova, and Ukraine  
Europe and Central Asia

**Attachments**

1. Form of Authorized Signatory Letter
2. Form of Statement of Expenditure (SOE)

Cc with copies: Ms. Nataliia Aliushyna  
Head  
National Agency of Ukraine for Civil Service  
15 Prorizna street  
01601, Kyiv, Ukraine

**Schedule 1 : Disbursement Arrangements**

<b>Basic Information</b>			
<b>Grant Number</b>	TF TF0B6630 UA	<b>Country Recipient</b> Ukraine Ministry of Economy of Ukraine Public Finance Management Support Programme for Ukraine Project	<b>Closing Date</b> Section 3.03. of Annex to the Letter Agreement Four months after the Closing Date
<b>Name of the Project</b>			<b>Disbursement Deadline Date</b> Subsection 3.7
<b>Disbursement Methods, and Supporting Documentation</b>			
<b>Disbursement Methods</b> Section 2	<b>Methods Available</b>	<b>Supporting Documentation</b> Subsections 4.3 and 4.4	
Direct Payment	Yes	Copy of records (e.g. suppliers' invoices, guarantees for advance and retention payments, etc.)	
Reimbursement	Yes	Statement of Expenditure (SOE) in the format provided in Attachment 2 of the DFIL	
Designated Account:	Yes	Statement of Expenditure (SOE) in the format provided in Attachment 2 of the DFIL	
Special Commitments	No	N/A	
<b>Designated Account (Section 5 and 6)</b>			
<b>Type</b>	Segregated: <b>DA-A</b> – Category 1 - Managed by NACS <b>DA-B</b> – Category 2 - Managed by MoE		
<b>Financial Institution - Name</b>	Both DAs to be opened in JSC "The State Export-Import Bank of Ukraine" (UkrEximbank)		
<b>Frequency of Reporting, Subsection 6.3</b>	Monthly	<b>Ceiling</b>	Fixed
		<b>Currency</b>	EUR
		<b>Amount</b>	<b>DA-A – EUR 300,000</b> <b>DA-B – EUR 100,000</b>
<b>Minimum Value of Applications (subsection 3.5)</b>			
The Minimum Value of Applications for Direct Payment and Reimbursement under Category 1 managed by NACS is EUR 50,000 equivalent.			
The Minimum Value of Applications for Direct Payment and Reimbursement under Category 2 managed by MoE is EUR 20,000 equivalent.			
<b>Authorized Signatures (Subsection 3.1 and 3.2) The form for Authorized Signatories Letter is provided in Attachment 1 of this letter</b>			
<i>Withdrawal and Documentation Applications (Subsection 3.3 and 3.4)</i>			
The World Bank Radnicka cesta 80, 9th floor 10000 Zagreb, Croatia Attention: WFA TF and Loan Operations Regional Center <i>Note that all information will be sent to the same address, and to the regional TL.</i>			
<b>Additional Instructions</b>			
<b>Other Disbursement Instructions</b>			
<b>Withdrawal Conditions – No withdrawal shall be made:</b>			
- under Category (1), until the NACS Manual has been adopted by NACS, on behalf of the Recipient, in form and substance satisfactory to the Bank			
- under Category (2), until the MoE Manual has been adopted by MoE, on behalf of the Recipient, in form and substance satisfactory to the Bank			

*Sections and subsection referred to in Schedule 1 relate to the "Disbursement Guidelines for Investment Project Financing", dated February 2017.*

[Attachment 1 – Form of Authorized Signatory Letter]

[Letterhead]  
Ministry of Economy of Ukraine  
[Street address]  
[City] [Country]

[DATE]

The World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Attention: *Country Director*

Re: Grant No. TF0B6630  
Public Finance Management Support Programme for Ukraine Project

I refer to the Letter Agreement (“Agreement”) between International Bank For Reconstruction And Development and International Development Association (“Bank”), acting as administrator of grant funds provided by the European Commission (“Donor”) under the *European Commission - World Bank Partnership Programme Part III for Europe and Central Asia Programmatic Single-Donor Trust Fund*, and Ministry of Economy of Ukraine on behalf of Ukraine (“Recipient”), dated September 12, 2021 , providing the above Grant. For the purposes of Section 2.03 of the Standard Conditions as defined in the Agreement, any <sup>1</sup>[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal and applications for a special commitment under this Grant.

For the purpose of delivering Applications to the Bank, <sup>2</sup>[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting <sup>3</sup>[individually] <sup>4</sup>[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank by

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<sup>1</sup> Instruction to the Recipient: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. *Please delete this footnote in final letter that is sent to the Bank.*

<sup>2</sup> Instruction to the Recipient: Stipulate if more than one person needs to *jointly* sign Applications, if so, please indicate the actual number. *Please delete this footnote in final letter that is sent to the Bank.*

<sup>3</sup> Instruction to the Recipient: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Bank.*

<sup>4</sup> Instruction to the Recipient: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Bank.*

electronic means. In full recognition that the Bank shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of SIDC"), the Recipient represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.

This Authorization replaces and supersedes any Authorization currently in the Bank records with respect to this Agreement.

[Name], [position]            Specimen Signature: \_\_\_\_\_

[Name], [position]            Specimen Signature: \_\_\_\_\_

[Name], [position]            Specimen Signature: \_\_\_\_\_

Yours truly,

/ signed /

\_\_\_\_\_  
[Position]





**FOR INTERNAL DISTRIBUTION ONLY**

Prepared by: Damir Lejak – Finance Analyst (WFACS)

Cleared with and cc: Luis M. Schwarz, Senior Finance Officer (WFACS)  
Mohammad Nadeem, Legal Analyst, LEGLE  
Shiho Nagaki, Task Team Leader

Cc: Irina Babich, FMS