[Date]

[Address]

Re: infoDev Grant No. [______]

[Name of Project] Project

Dear Sir/Madam:

In response to the request for financial assistance made on behalf of [Name of Recipient] (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”), acting as administrator of grant funds provided by the infoDev Multi-Donor Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed [amount in words United States Dollars (U.S.$[in numbers])] (“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”).

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. The Recipient further represents that it intends to obtain from [name of donor(s)] (“Co-financier[s]”) an amount equivalent to [$______] (“Co-financing”) to assist in financing of the Project. The Recipient is expected to complete the Project activities within 6 months prior to the Closing Date specified in Section 3.03 of the Annex to this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.
Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By Valerie D’Costa
infoDev Manager

AGREED:
[Name of Recipient]

By____________________________________________
Recipient’s Representative’s signature

Name ______________________________________

Title ______________________________________

Date: __________________________

Enclosures:
(1) “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated July 1, 2008;

(2) Disbursement Letter of the same date as this Agreement, together with “World Bank Disbursement Guidelines for Projects”, dated May 1, 2006;

(3) “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006

(4) [Name of Recipient] Scorecard, dated (insert date of final scorecard)
ANNEX

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 1, 2008 (“Standard Conditions”) 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 Agreement.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objectives of the Project and the Project activities to be financed out of the proceeds of the Grant are as set forth in Attachment [1] to this Annex.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with: (a) the provisions of Article I of the Standard Conditions; (b) this Article II; and (c) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006

2.03. **Project Deliverables.** The Recipient shall:

   (a) furnish to the World Bank all reports, documents or programs (each, a “Deliverable”) to be developed under the Project, in electronic (electro-magnetic or machine readable format) and printed format;

   (b) if the Deliverable is a conference or workshop, the Recipient shall furnish to the World Bank an agenda of the event and any reports or papers resulting from the event on a timely basis as agreed with the World Bank; and

   (c) ensure that InfoDev is clearly identified as a sponsor on all Deliverables.

2.04. **Project Monitoring, Reporting and Evaluation.** The Recipient shall monitor and evaluate the progress of the Project and, upon the World Bank’s request, prepare Project Reports, in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover such period as shall be indicated in the World Bank’s request and shall be furnished to the World Bank not later than one month after the date of such request.

2.05. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

   (b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

   (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the entire period during which withdrawals from the Grant Account were made; provided, however, that in the event that the Closing Date referred to in Section 3.03 of this Agreement is extended, such audit shall, if so requested by the World Bank, separately cover such additional period as shall be indicated in the World Bank’s request. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.
2.06. **Procurement**

(a) **General.** All goods and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I (excluding paragraph 1.16) of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 (“Procurement Guidelines”), in the case of goods; and

(ii) Sections I (excluding paragraph 1.24) and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 (“Consultant Guidelines”) in the case of consultants’ services.

(b) **Definitions.** The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) **Particular Methods of Procurement of Goods.** The following methods may be used for procurement of goods for those contracts which the World Bank agrees meet the requirements set forth in the Procurement Guidelines for their use: (A) Shopping; and (B) Direct Contracting.

(d) **Particular Methods of Procurement of Consultants’ Services.** The following methods may be used for the procurement of consultants’ services for those assignments which the World Bank agrees meet the requirements set forth in the Consultant Guidelines for their use: (A) Selection based on Consultants’ Qualifications; (B) Single-source Selection; (C) Selection of Individual Consultants; and (D) Sole Source Procedures for the Selection of Individual Consultants.

(e) **Review by the World Bank of Procurement Decisions.** Except as the World Bank shall otherwise determine by notice to the Recipient, all contracts shall be subject to Post Review by the World Bank.

(f) **Procurement Audit.** The Recipient shall ensure that the audit conducted pursuant to Section 2.05 (c) of this Agreement shall also include an audit of the procurement of goods and services financed out of the proceeds of the Grant.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** (a) The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of (a) Article III of the Standard Conditions, (b) this Section, and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance [100%] (inclusive of Taxes) of Eligible Expenditures consisting of goods, consultants’ services including audits, and Workshops and Training and Operating Costs; provided, however, that unless the World Bank shall otherwise approve in writing, no more than 10% of the amount of the Grant may be used to finance goods.
(b) For the purposes of paragraph (a) of this Section, the term “Workshops and Training” means the costs associated with workshops and training carried out under the Project including travel and subsistence costs for workshop and training participants, costs associated with securing the services of workshop speakers and trainers, rental of workshop and training facilities, preparation and reproduction of workshop and training materials, and other costs directly related to workshop and training course preparation and implementation; and (b) the term “Operating Costs” means the operating costs incurred on account of the implementation of the Project including maintenance of vehicles, fuel, equipment, office supplies, rental charges, utilities, consumables, bank charges, advertising expenses, insurance, travel, per diems, and accommodation, but excluding salaries of civil servants.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is the date 24 months after the date of countersignature of this Agreement by the Recipient.

**Article IV**

**Intellectual Property Rights/Licenses**

4.01. **Intellectual Property Rights/Licenses**

(a) The World Bank shall, except as provided below, own all right, title and interest, including all intellectual property rights, in and to any Deliverable created under this Agreement. The World Bank hereby grants to the Recipient a perpetual, royalty-free, non-exclusive, worldwide license to use, modify, copy, exploit, distribute (including sublicensing), create derivative works of, make, have made, sell, offer for sale and import such intellectual property contained in any such Deliverable. To the extent that any Deliverable contains any intellectual property previously developed by the Recipient or by third parties, and to the extent that the Recipient creates any derivative works as referred to above, the Recipient hereby grants to the World Bank a license over such previously developed intellectual property and over any derivative works on the same terms as specified above. Any such previously developed intellectual property shall be so identified.

(b) The Recipient hereby represents and warrants to the World Bank, and the World Bank enters into this Agreement in the express reliance upon such representation and warranty, that:

(i) the Recipient either owns or holds valid and continuing licenses to any intellectual property used in connection with the performance of the Project or any Deliverables provided hereunder, and that, as a result of such use, the Recipient will not be in violation of any such licenses; and

(ii) the Recipient has the right to grant the licenses in sub-article V (a), above.

(c) The Recipient hereby expressly protects, indemnifies and holds harmless the World Bank, its affiliates and each of their officers, directors, employees, contractors and agents (collectively the “Indemnified Parties”) from and against any liabilities, claims, suits, damages and expenses (including but not limited to reasonable attorneys’ fees) arising from any third party claims alleging that any Deliverables or other materials provided by the Recipient hereunder, or the use of such Deliverables or materials in connection with the Project or by the Indemnified Parties during or after the termination or expiration of this Grant, infringe or misappropriate any trade name, trademark, trade secret, patent, copyright or any other intellectual propriety right of a third party, provided that such infringement does not result from negligent use.
Article V
Recipient’s Representative; Addresses

5.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its official who has countersigned this Agreement on behalf of the Recipient.

5.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is its address indicated in the cover letter of this Agreement.

5.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

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

Article VI
Additional Remedies

6.01. **Additional Event of Suspension.** The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions is that (a) the Co-financing Agreements between the Recipient and the Co-financiers have failed to become effective by October 1, 2008, or such later date as the World Bank has established by notice to the Recipient, unless the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement, and (b) the right of the Recipient to withdraw the proceeds of the Co-financings has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreements, unless the Recipient establishes to the satisfaction of the World Bank that such suspension, cancellation or termination was not caused by the failure of the Recipient to perform any of its obligations under the Co-financing Agreements and adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient’s obligations under this Agreement.
PROJECT OBJECTIVES AND ACTIVITIES

For more details about Project Objectives and Activities please see [Name of Project] Scorecard