EITI Implementation Support Facility

and

Extractives Global Programmatic Support Multi-Donor Trust Fund

Grant Agreement

(Extractive Industries Transparency Initiative Validation and Data Support Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrators of the EITI Implementation Support Facility and the Extractives Global Programmatic Support Multi-Donor Trust Fund

and

ASSOCIATION FOR THE EXTRACTIVE INDUSTRIES TRANSPARENCY INITIATIVE

Dated December 9, 2015
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND
INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as
administrators of the EITI Implementation Support Facility ("EITI Facility") and the
Extractives Global Programmatic Support Multi-Donor Trust Fund ("EGPS MDTF");

and

ASSOCIATION FOR THE EXTRACTIVE INDUSTRIES TRANSPARENCY
INITIATIVE ("Recipient").

The Recipient and the World Bank hereby agree as follows:

Article I

Standard Conditions; Definitions

1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various
Funds", dated February 15, 2012 ("Standard Conditions"), with the modifications
set forth in Section II of the Appendix to this Agreement, constitute an integral part
of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement
have the meanings ascribed to them in the Standard Conditions or in Section I of
the Appendix to this Agreement.

Article II

The Project

2.01. The Recipient declares its commitment to the objectives of the project described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry
out the Project through the EITI International Secretariat in accordance with the
provisions of Article II of the Standard Conditions.
2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant from various sources in the following amounts, which in aggregate equal to nine hundred twenty thousand United States Dollars ($920,000) ("Grant") to assist in financing the Project:

(a) the amount of three hundred fifty thousand United States Dollars ($350,000) ("Portion A of the Grant TFOA1647"); and

(b) the amount of five hundred seventy thousand ($570,000) ("Portion B of the Grant TFOA1648").

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. Portion A of the Grant TFOA1647 is funded out of the EITI Facility and Portion B of the Grant TFOA1648 is funded out of the EGPS MDTF, for which the World Bank receives periodic contributions from donors to the EITI Facility and the EGPS MDTF, respectively (collectively, the "Donors"). In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the EITI Facility and the EGPS MDTF, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.
Article IV
Recipient’s Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Head of the EITI International Secretariat.

4.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

EITI International Secretariat
Ruseløkkeveien 26
0251 Oslo, Norway

Telex: N/A Facsimile: +47 228 30 802 Telephone: +47 222 00 800

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

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

Telex: 248423 (MCI) or 64145 (MCI) Facsimile: 1-202-477-6391
AGREED at Washington, District of Columbia, United States of America, and Oslo, Norway as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrators of the EITI Implementation Support Facility and the Extractives Global Programmatic Support Multi-Donor Trust Fund

By:

Authorized Representative
Name: Anita George
Title: Senior Director, Energy and Extractives Global Practice

ASSOCIATION FOR THE EXTRACTIVE INDUSTRIES TRANSPARENCY INITIATIVE

By:

Authorized Representative
Name: Jonas Moberg
Title: Head, EITI Secretariat
SCHEDULE 1
Project Description

The objective of the Project is to improve the effectiveness, relevance and sustainability of the EITI by supporting the EITI International Secretariat’s work on data accessibility, EITI mainstreaming and Implementing Country Validation.

The Project consists of the following parts:

Part 1: EITI Data Portal

Supporting the establishment of an EITI data portal hosted and managed by the EITI International Secretariat, which will allow users from around the world to: (a) understand how governments manage natural resources; (b) access open data as collected by the EITI in Implementing Countries; and (c) follow the value of the natural resources.

Part 2: EITI Mainstreaming Agenda

Supporting the EITI mainstreaming agenda, including a series of pilots in a range of Implementing Countries to assess options for the disclosure of EITI data through government and company systems rather than necessarily via an annual EITI reporting process. The aim is to assess how timeliness and accessibility of data can be improved through this mainstreamed approach to disclosing information without compromising data reliability and comprehensiveness. The pilots are expected to map out alternatives to reconciliations for ensuring the reliability of revenue data.

Part 3: Implementing Country Validations

Supporting the EITI International Secretariat to undertake Implementing Country Validations, including:

3.1. Conducting pilot Validations testing methodology in the EITI Standard on a sub-set of Implementing Countries agreed with the World Bank; and

3.2. Conducting Validations using lessons learnt from pilots in a sub-set of Implementing Countries agreed with the World Bank.

Part 4: EITI Global Conference

Supporting arrangements for the EITI Global Conference, including setting-up and managing of the EITI national expo at the event, providing simultaneous interpretation services during the event, and supporting participation from Implementing Countries in the event.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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 (“Anti-Corruption Guidelines”).

B. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Countries’ territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. 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 referred to in paragraph 2 (b) of Section IV.B of Schedule 2 to this Agreement, 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 World 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 World 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 Donors.

B. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date referred to in paragraph 2 (b) of Section IV.B of Schedule 2 to this Agreement.

C. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. Consultant Guidelines. All consultants' 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:

   (a) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014) (“Consultant Guidelines”) in the case of consultants’ services; and
the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.25 of the Consultant Guidelines ('Procurement Plan').

2. Definitions. The capitalized terms used below in 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 Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Least Cost Selection; (c) Selection based on Consultants' Qualifications; (d) Single-source Selection of consulting firms; (e) Selection of Individual Consultants; and (f) Single-source procedures for the Selection of Individual Consultants.

C. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

D. Document Retention

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in paragraph 2 (b) of Section IV.B of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the Donors.
Section IV.  Withdrawal of Grant Proceeds

A. General

1. 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 Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of Portion A of the Grant TF0A1647 Allocated (expressed in USD)</th>
<th>Amount of the Portion B of the Grant TF0A1648 Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services and Operating Costs under Parts 1 and 3.1 of the Project</td>
<td>350,000</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ services and Operating Costs under Parts 2, 3.2 and 4 of the Project; and Training under Part 4 of the Project</td>
<td></td>
<td>570,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>350,000</td>
<td>570,000</td>
<td>920,000</td>
</tr>
</tbody>
</table>
3. For purposes of the table in paragraph (2) above:
   
   (a) the term “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project implementation, consisting of communication and insurance costs, banking charges, document duplication/printing, interpretation services consumables, travel cost and per diem for Project technical staff for travel linked to the implementation of the Project; and
   
   (b) the term “Training” means the reasonable costs, as shall have been approved by the World Bank, for travel and subsistence of Implementing Country participants at the EITI Global Conference.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed seventy thousand United States Dollars ($70,000) equivalent under Portion A of the Grant TF0A1647 may be made for payments made prior to this date but on or after October 1, 2015, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is:
   
   (a) for Portion A of the Grant TF0A1647: December 31, 2015; and
   
   (b) for Portion B of the Grant TF0A1648: December 31, 2016.

Section V. Other Undertakings

Prior to carrying out any activity under Parts 2 and 3 of the Project in any given Implementing Country, the Recipient shall obtain such Implementing Country’s written consent for the activities to be carried out.
APPENDIX

Section I. Definitions.


2. “EITI” means Extractives Industries Transparency Initiative, an international standard for openness around the management of revenues from natural resources. Governments disclose how much they receive from extractive companies operating in their country and these companies disclose how much they pay. Governments sign-up to implement the EITI Standard (as defined below) and must meet seven requirements.


4. “EITI Global Conference” means the international conference that brings together all stakeholders of the EITI, which will take place in Lima, Peru in February of 2016.

5. “EITI International Secretariat” means the implementing agency of the Recipient.

6. “EITI Standard” means the requirements adopted in May 2013 that countries must comply with once they have agreed to implement the EITI.

7. “Implementing Countries” means Member Countries that officially endorsed EITI and are in the process of implementing the EITI Standard.

8. “Validation” means an independent evaluation mechanism undertaken by a validator, intended to provide all stakeholders with an impartial assessment of whether EITI implementation in a country is consistent with the EITI Standard.
Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. The definition of "Grant Account" in paragraph 13 of the Appendix to the Standard Conditions is hereby amended and replaced as follows:

"13. "Grant Account" means: (a) the account for Portion A of the Grant TF0A1647; and (b) the account for Portion B of the Grant TF0A1648; both opened by the World Bank in its books in the name of the Recipient and to which the respective portions of the Grant are credited in accordance with Section 3.01 (a)."

2. The definition of "Member Country" in Section 17 of the Appendix to the Standard Conditions is hereby amended and replaced as follows:

"17. "Member Country" means the member of the World Bank in whose territory the Project is carried out or any of such member's political or administrative subdivisions. If the Project is carried out in the territory of more than one member of the World Bank, "Member Country" refers separately to each such member."