Dr. E. Gyimah-Boadi  
Executive Director  
Center for Democratic Development (CDD)  
95 Nortei Ababio Loop  
North Airport Residential Area  
Accra  
P.O. Box LG 404  
Legon, GHANA

Re: Africa: SPF Grant No. TF014918  
Afrobarometer Governance Perception Surveys in Africa:  
Enhancing Capacity and Knowledge on Peace-building and State-building for Development Project

Dear Sir:

In response to the request for financial assistance made on behalf of the Ghana Center for Democratic Development ("CDD-Ghana") ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the State-and-Peace-Building Fund, proposes to extend to the Recipient for the benefit of state members ("Member Countries"), a grant in an amount not to exceed three million two hundred twelve thousand seven hundred eighty United States Dollars (U.S.$3,212,780) ("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 World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), 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 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 the enclosed copy of this Agreement, and return it to the
World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Section 5.02 of the Annex to this Agreement.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By ____________________________
Colin Bruce
Director, Strategy and Operations
Africa Region

AGREED:
CENTER FOR DEMOCRATIC DEVELOPMENT

By: ____________________________
Authorized Representative
Name: ____________________________
Title: Executive Director
Date: July 26, 2013

Enclosures:

(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 and revised in January 2011
Article I
Standard Conditions; Definitions

1.01. Standard Conditions. The Standard Conditions (as defined in Section 1.02(z) 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 Agreement, and the following additional terms have the following meanings:

(a) “Access to Justice” means issues related to the equality of access to and treatment by any of the Five FCS Countries’ justice systems or that of any other FCS selected by the Recipient in agreement with the World Bank.

(b) “Access to Justice Question Module” means a set of questions intended to explore issues relating to the equality of access to and treatment by any of the Five FCS Countries’ justice systems or that of any other FCS country selected by the Recipient in agreement with the World Bank.

(c) “Afrobarometer Questionnaire Committee” means the committee within the Afrobarometer in charge of designing the questionnaire.

(d) “Afrobarometer Network” means an independent, non-partisan, Africa-based network of researchers that has been conducting a comparative series of national public attitude surveys on democracy and governance, economic reform and other critical political and social issues in Africa for more than a decade.


(f) “Burundi” means the Republic of Burundi.

(g) “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011.

(h) “CP” means Core Partner.

(i) “Ex-Com” means the Executive Committee established within the Afrobarometer Network.

(j) “FCS” means fragile and conflict-affected state.
(k) "Five FCS Countries" means any five FCS countries selected by the Recipient with prior consultation with and agreement of the World Bank, which may include Burundi, Niger, RCI, Togo and Sierra Leone.

(l) "IDASA" means the Institute for Democracy in South Africa.

(m) "IDS" means the Institute for Development Studies at the University of Kenya.

(n) "International Advisory Board" means a board of leading scholars, activists and survey researchers who provides guidance to the Afrobarometer Network on project management, data collection and analysis processes.

(o) "IREEP" means the Institute for Empirical Research in Political Economy in Benin.

(p) "Mali" means the Republic of Mali.

(q) "Niger" means the Republic of Niger.

(r) "NP" and "National Partner" each means any National Partner to be selected by the Recipient in accordance with Section 2.06 of this Agreement to carry out any activity under the Project.

(s) "Operating Costs" means the incremental expenditures incurred on account of the Project implementation including, inter alia, office supplies, office equipment, transportation, office administration, insurance, communication and outreach, travel, per diem and salaries and benefits of staff, but excluding salaries of officials of Government’s civil servants.

(t) "Operations Manual" means a manual for Project implementation as referred to in Section 2.03(b) of the Annex to this Agreement.


(v) "Procurement Plan" means the Recipient’s procurement plan for the Project, dated October 15, 2012 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

(w) "Project Management Unit” or “PMU” means the unit responsible for overall administration and management of the Afrobarometer Network.

(x) "RCI" means Republic of Côte D’Ivoire.

(y) "SDB” means Standard Bidding Document, a document agreed with the Bank to be used for procurement related activities under the Project, as referred to in Section 2.03(b)(ii) of this Annex.
(z) “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012, with the modifications set forth in the Appendix to this Agreement.

(aa) “Sierra Leone” means the Republic of Sierra Leone.

(bb) “South Sudan” means the Republic of South Sudan.

(cc) “Support Units” means the units referred to in Section 2.03(a)(v) of this Annex.

(dd) “Togo” means the Republic of Togo.

(ee) “Training” means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to enhance institutional capacity of Afrobarometer Network for producing publically available survey information to countries of interest in Africa. The Project consists of the following parts:

Part A. Round 5 Surveys and Related Activities in New FCS Countries

1. Survey. Carrying out a program to expand the Afrobarometer country coverage in the Five FCS Countries, including: (a) stakeholder consultations at the onset of the survey cycle to identify issues of local relevance and country specific questions and policy actor awareness; (b) assessments of the political, social and economic context and the suitability for implementing an Afrobarometer survey in the Five FCS Countries; and (c) carrying out of surveys of approximately 1,200 interviews in each of the Five FCS Countries.

2. Capacity Building. Carrying out of a program to strengthen the survey management skills in each of the Five FCS Countries, including in-country advisory services and Training to the National Partners.

3. Communications. Carrying out of a program to disseminate survey findings to the relevant audience and users in the Five FCS Countries.

Part B. Round 5.5 Exploratory Surveys in South Sudan

1. Survey. Carrying out a program to introduce Afrobarometer in South Sudan, including: (a) country assessment of the political, social and economic context and the suitability for implementing an Afrobarometer survey, and identification of potential National Partners; and (b) carrying out of a survey of approximately 2,400 interviews.
2. **Capacity Building.** Carrying out of a program to strengthen the survey management skills in South Sudan, including in-country advisory services and Training to the National Partners.

3. **Communications.** Carrying out of a program to disseminate survey findings to the relevant audience and users in South Sudan.

**Part C. Round 5.5 Tracking Survey in Mali**

1. **Survey.** Carrying out of a program to continue Afrobarometer in Mali, including: (a) preparation of a special Afrobarometer module on Mali; and (b) carrying out of a survey of approximately 2,400 interviews.

2. **Capacity Building.** Carrying out of a program to strengthen the survey management skills in Mali, including in-country advisory services and Training to the National Partners.

3. **Report.** Preparation of a paper on the survey findings.

4. **Communication.** Carrying out of a program to disseminate survey findings to the relevant audience and users in Mali.

**Part D. Follow-up Round 6 Surveys in Seven Countries**

Carrying out a program to follow-up on surveys in the Five FCS countries and in Mali and South Sudan, including (i) surveys of 1,200 interviews in each of the new five FCS countries, (ii) surveys of 2,400 interviews in each of Mali and South Sudan; (iii) technical assistance to National Partners in said countries to ensure the quality of survey implementation, and (iv) dissemination of survey findings to the relevant audience and users in said countries.

**Part E. Access to Justice Module**

1. Carrying out of a program for the preparation of an Access to Justice Question Module, including (i) pilot testing and finalization; (ii) data collection and analysis of outputs in each of the Five Countries, Mali and South Sudan; (iii) preparation of related papers, including at least one multi-country paper; and (iv) organization of a public forum in each of the countries for which country analyses of access to justice data are produced.

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 the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines and (c) this Article II.

2.03. **Institutional and Other Arrangements.** Without limitations upon the provisions of Section 2.02 above:

(a) The Recipient shall maintain, throughout Project implementation, the following entities with structure, mandate and resources satisfactory to the World Bank.

(i) The ExCom comprised of, *inter alia*, the executive director of CDD-Ghana, the deputy director of Afrobarometer, one representative from
each of the other Core Partners and Support Units, the operation managers for fieldwork and the PMU, to be responsible for overall Project supervision and strategic guidance.

(ii) The PMU within the Afrobarometer Network, comprised of, *inter alia*, the operation manager for the PMU, the Recipient's monitoring and evaluation officer and financial manager, to be responsible for day-to-day Project implementation in coordination with the relevant partners, Support Units and the International Advisory Board.

(iii) The CPs comprised of, the Recipient, IDASA in South Africa, IREEP in Benin and IDS in Kenya, to be responsible for supervising the survey and the communication work of assigned NPs.

(iv) The NPs to be responsible for implementing fieldwork in selected countries, as well as preparing and disseminating bulletins and summaries of results and other communications activities.

(v) The Support Units to be responsible for technical backstopping and management support to the CPs and the ExCom.

(vi) The International Advisory Board to be responsible for the dissemination of the Recipient's findings in various international settings.

**Operations Manual**

(b) The Recipient shall adopt an operational manual ("OM") for the Project, satisfactory in form and substance to the World Bank, consisting of different schedules setting forth, respectively, rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

(i) the description of Project implementation activities, their sequencing and the prospective timetable and benchmarks in relation thereto;

(ii) the Project administrative, financial, accounting, auditing, procurement and disbursement procedures, including all relevant standard documents and SDBs; and (ii) the procurement thresholds in respect of the procurement methods set forth in Section 2.06 of this Annex and all associated reviews by the World Bank under this Project;

(iii) the overview of planned capacity building and training activities, including workshops and study tours, to be carried out for purposes of the Project;

(iv) the final form of the interim unaudited financial reports and Financial Statements for the Project and the terms of reference for the financial audits of the Project;
(v) the plan for the monitoring, evaluation and supervision of the Project, including all technical, environmental, and social aspects in relation thereto; and

(vi) the performance indicators for the Project.

(c) The Recipient shall: (a) maintain the OM throughout Project implementation; (b) take all measures necessary to ensure that the Project is carried out in conformity with the OM; and (c) only amend the OM, from time to time, with the World Bank’s prior consent. Except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate, waive or fail to enforce the OM or any respective provisions thereof.

(d) In the event of a conflict between any provision of the OM and this Agreement, the provisions of this Agreement shall prevail.

2.04. **Project Monitoring, Reporting and Evaluation.** (a) 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. Project Reports shall be prepared twice yearly: (i) an interim mid-year report covering the period from January to June of each calendar year; and (ii) a final annual report based on the full calendar year. Project Reports shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

(b) 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 (6) months after the Closing Date.

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 forty-five (45) days 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. 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 (6) months after the end of such period.

2.06. **Procurement**

(a) General. All goods, non-consulting services and 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:

(i) Section I of the Procurement Guidelines, in the case of goods and non-consulting services;
(ii) Sections I and IV of the Consultant Guidelines, in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the Procurement Plan.

(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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Non-consulting Services

(i) Except as otherwise provided in sub-paragraph (ii) below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts which are specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding, subject to the following additional provisions indicated in sub-paragraph (iii) below; (C) Shopping; and (D) Direct Contracting;

(iii) Exceptions to National Competitive Bidding Procedures: The following provisions shall apply to the procurement of goods and works under National Competitive Bidding procedures: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines.

(d) Particular Methods of Procurement of Consultants’ Services

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-
source Selection of consulting firms; (F) Selection of Individual Consultants; and (G) Single-source procedures for the Selection of Individual Consultants.

(e) **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.

**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: (i) the Standard Conditions; (ii) this Section; and (iii) 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 following table. The 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 the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Operating Costs</td>
<td>3,212,780</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>3,212,780</strong></td>
<td></td>
</tr>
</tbody>
</table>

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, except that withdrawals up to an aggregate amount not to exceed $642,556 equivalent may be made for payments made prior to this date but on or after August 12, 2012, for Eligible Expenditures under Category (1).

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2015.

**Article IV**

**Additional Remedies**

4.01. **Additional Events of Suspension.** The Additional Events of Suspension consist of the following, namely that the Recipient’s Legislation has been amended, abrogated, repealed, or waived so as, in the opinion of the World Bank, to materially or adversely affect the ability of the Recipient to perform any of its obligations in the pursuit of the objective of the Project.
Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the Operations Manual has been adopted by the Recipient, in form and substance acceptable to the World Bank.

5.02. Except as the Recipient and the World Bank shall otherwise agree, the date on which this Agreement shall enter into effect shall be the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Annex ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

6.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.

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

Ghana Center for Democratic Development
P.O. Box LG 404
Legon, Accra
Ghana

Facsimile:
233 0 302 763028

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

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
APPENDIX
Modifications to the Standard Conditions

Paragraphs 17 and 18 of the Appendix to the Standard Conditions are modified to read 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 Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity. 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.

18. “Project” means the Project for which the Grant is made. If the Project is carried out in the territory of more than one Member Country, “Project” refers separately to the Project of each such Member.