United Nations Peace Building Fund
Grant Agreement
(Additional Financing for the Productive Social Safety Net Project)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION AND INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as administrator of the United Nations Peace Building Fund

Dated November 18, 2014
GRANT NUMBER TF018255

UNITED NATIONS PEACE BUILDING FUND

GRANT AGREEMENT

AGREEMENT dated November 18, 2014, entered into between:

REPUBLIC OF GUINEA ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the United Nations Peace Building Fund ("Trust Fund").

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project"), has requested the World Bank to extend a grant from the Trust Fund to provide additional financing for the Project.

(B) the Project is also financed from an International Development Association Grant, IDA Grant Number H782-GN, dated July 19, 2012, in the amount of SDR 16,200,000 ("Financing"), as amended and restated.

WHEREAS the World Bank has agreed, on the basis, inter alia, of the foregoing, to extend a grant from the Trust Fund to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Recipient and the World Bank hereby agree as follows:

Article I

Standard Conditions; Definitions


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

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

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

AGREED at Conakry, Guinea as of the day and year first above written.

REPUBLIC OF GUINEA

By

[Signature]

Authorized Representative

Name: Mohamed Drame
Title: Minister of Economy and Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of United Nations Peace Building Fund

By

[Signature]

Authorized Representative

Name: Kumaran Sugan
Title: Country Director
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 MoF 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 in an amount equal to one million eight hundred sixty five thousand United States Dollars ($1,865,000) ("Grant") to assist in financing the Project.

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

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. 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 abovementioned trust fund, 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 Recipient’s minister at the time responsible for finance.

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

Minister of Economy and Finance
P. O. Box 579
Conakry, Guinea
SCHEDULE 1
Project Description

The objectives of the Project are: (i) to provide income support to vulnerable groups, and (ii) to lay the foundations of a social safety net strategy by testing some of the building blocks necessary for a larger system.

The Project consists of the following parts:

Part A. **Labor Intensive Public Work Program with a Focus on Women and Youth, and Life Skills Development.**

1. Supporting a program of labor intensive public works aimed at generating income for vulnerable groups including targeted women and youth in selected urban and peri-urban areas ("LIPW Beneficiaries") through the implementation of small scale sub-projects consisting of labor intensive public works.

2. (i) Supporting a training program aimed at enhancing life skills of LIPW Beneficiaries; such program includes training on civic education, citizenship, the rights and responsibilities of workers, conflict resolution, HIV/AIDS prevention and entrepreneurship; and (ii) providing cash stipends ("Stipends") to such LIPW Beneficiaries for participating in such training program.

Part B. **Pilot Transfer Programs to Protect Human Capital**

1. Supporting the design of a pilot conditional cash transfer program ("Conditional Cash Transfer Program") aimed at transferring cash to selected households in targeted areas of the Recipient’s territory in order to improve human capital and curtail the intergenerational transmission of poverty. Future transfers would be conditional upon children’s health being regularly checked up at health centers and school attendance.

2. (i) Carrying out of the Conditional Cash Transfer Program in targeted areas of the Recipient’s territory; and (ii) supporting such Conditional Cash Transfer Program through trainings and awareness campaigns.

3. Supporting the implementation of a school feeding programs ("School Feeding Program") to provide school lunches and other nutrients to selected children in targeted areas of the Recipient’s territory.
Part C. **Project Coordination and Institutional Capacity Building**

(a) Supporting the management, coordination, implementation, and monitoring and evaluation of Project activities.

(b) Providing of technical assistance for the development of a social protection strategy and communication and awareness raising related to social protection operations and policy reforms, including supporting the response to the Ebola outbreak.

Part D. **Prevention of the Ebola Epidemic**

Supporting the implementation of a plan to contain the Ebola epidemic, including, *inter alia*, complementary disease-specific communications campaigns, training of teachers and government officials and acquisition of critical logistical materials.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

(1) **Steering Committee (Comité de Pilotage)**

   (a) The Recipient shall maintain, throughout the implementation of the Project, an inter-ministerial Steering Committee with functions and resources satisfactory to the World Bank.

   (b) The Steering Committee shall be responsible for the overall oversight of the Project, including: (i) approving the Annual Work Plans and Budgets; (ii) supporting the development of a social protection strategy; and (iii) advising the CFS.

(2) **Safety Net Unit (Cellule Filets Sociaux)**

   (a) The Recipient shall: (i) maintain, throughout the implementation of the Project, the CFS within the MoF with functions and resources satisfactory to the World Bank.

   (b) The CFS shall be responsible for the day-to-day technical implementation coordination and fiduciary oversight of the Project, including: (i) monitoring and evaluating activities; and (ii) consolidating progress reports and interim financial management reports.

   (c) The CFS shall be headed by a social safety nets coordinator, who shall be assisted by a core team comprised of, *inter alia*, (i) a financial management specialist, (ii) a procurement specialist, (iii) a monitoring and evaluation specialist, (iv) a safeguard specialist, (v) an internal auditor and (vi) an accountant.

B. 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”).
C. Project Implementation Manual

1. The Recipient shall, throughout the implementation of the Project, carry out the Project in accordance with the Project Implementation Manual; provided, however, that, in the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, this Agreement shall prevail.

2. Except as the World Bank shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Implementation Manual if, in the opinion of the World Bank, such amendment or waiver could materially and adversely affect the implementation of the Project.

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the applicable Safeguard Documents.

2. The Recipient shall not amend, waive or otherwise modify any provision of the Safeguard Documents without the prior written consent of the World Bank.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of compliance with the applicable Safeguard Documents, giving details of:

   (a) measures taken in furtherance of the Safeguard Documents;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and

   (c) remedial measures taken or required to be taken to address such conditions.

E. Annual Work Plans and Budgets

1. The Recipient shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than October 31st in each calendar year, for the World Bank's consideration, a proposed work plan of activities to be carried out for the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan ("Annual Work Plan and Budget").

2. The Recipient shall afford the World Bank a reasonable opportunity to review and exchange views with the Recipient on such proposed plan, and shall
thereafter promptly adopt and then implement such work plan as shall have been approved by the World Bank, in accordance with this Agreement.

F. 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 Donor’s 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 Donor to visit any part of the Recipient’s Country’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. 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 and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty five (45) 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. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. 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 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.

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. Procurement and Consultant Guidelines. All goods, works, 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:


   (b) 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 1.18 of the Procurement Guidelines and 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 and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works, and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:
### Procurement Methods

<table>
<thead>
<tr>
<th>(a) National Competitive Bidding, subject to the provision below*</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Limited International Bidding</td>
</tr>
<tr>
<td>(c) Shopping</td>
</tr>
<tr>
<td>(d) Direct Contracting</td>
</tr>
<tr>
<td>(e) Procurement from UN Agencies</td>
</tr>
</tbody>
</table>

*National Competitive Bidding shall be subject to the following additional provisions: (i) four weeks will be provided for preparation and submission of bids, after the issuance of the Invitation for Bids or availability of the bidding documents, whichever is later; (ii) for all procurement of goods and the standard bidding documents (SBD) published by the World Bank for International Competitive Bidding will be used and modified in order to adapt it to the current situation; (iii) bids will be advertised in national newspapers with wide circulation; (iv) bids will be presented and submitted only in one internal envelope (no system with two envelopes will be used); (v) bid evaluation, bidder qualifications criteria, and the contract award criteria will be clearly specified in the bidding documents; (vi) no preference margin will be granted to domestic bidders; (vii) eligible firms, including foreign firms, will not be excluded from the competition; (viii) the procedures will include the publication of the results of evaluation and of the award of the contract, and provisions for bidders to protest; (ix) procurement audit will be included in the terms of reference of financial audits of the project; and (x) if the Recipient’s procurement code does not apply to small contracts, the procedures will require that for such contracts, a competitive method be used (reference for example to the Shopping method referenced above).

### C. 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:
**Procurement Methods**

(a) Least Cost Selection  
(b) Selection under a Fixed Budget  
(c) Selection based on Consultants’ Qualifications  
(d) Selection of Individual Consultants  
(e) Single-source Selection  
(f) Selection of UN Agencies

**D. 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.

**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:

<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>Goods, works, non-consulting services, consultants' services, Training, Stipends and Operating Costs under Parts A and C of the Project</td>
<td>1,865,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>1,865,000</td>
<td></td>
</tr>
</tbody>
</table>

**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

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 31, 2015.
APPENDIX

1. “Annual Work Plan and Budget” has the meaning given to such term in Section I.E.1 of Schedule 2 to this Agreement.

2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

3. “CFS” means the Safety Net Unit (Cellule Filets Sociaux- CFS) established by the MoF’s ministerial order no. A/2012/1340/MEF/CAB/SGG on March 9, 2012 to coordinate Project implementation, as amended.

4. “Displaced Persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.

5. “Environmental and Social Management Framework” means the Recipient’s document, dated April 2012, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, inter alia, of sections dealing with environmental and social screening processes for the Project as well as for the preparation of environmental and social management plans.

6. “Environmental and Social Management Plan” means the document to be prepared by the Recipient in connection with any activity under the Project pursuant to the Environmental and Social Management Framework, (i) describing the potential adverse environmental and social impacts of such activity during planning, design, construction and operation, and (ii) outlining monitoring and mitigation measures, as well as institutional arrangements and budget for carrying out these measures.

7. “LIPW Beneficiaries” has the meaning given to such term in Part A.1 of Schedule I to this Agreement and as further detailed in the Project Implementation Manual.

8. “MoF” means the Recipient’s ministry in charge of economy and finance.

9. “MoU” means the Recipient’s ministry in charge of urbanism, habitation and construction.
10. "Operating Costs" means the reasonable incremental operating expenses, based on Annual Work Plans and Budgets approved by the World Bank, incurred on account of operation and maintenance incurred in connection with the implementation of the Project, including costs related to office, vehicles and office equipment, water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, *per diem*, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.

11. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated May 2, 2014 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.

12. "Project Implementation Manual" or "PIM" means a manual, in form and substance acceptable to the World Bank, to be adopted by the Recipient containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, disbursement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

13. "Resettlement Action Plan" or "RAP" means the Recipient’s document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, *inter alia*, (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.


15. “Safeguard Documents” means collectively or individually the Environmental and Social Management Framework and the Resettlement Policy Framework as well as the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project, if any.
16. "Steering Committee" means the committee established by the MoF ministerial order A/2014/589/MEF on March 13, 2014 for the purposed of providing overall oversight of the Project.

17. "Stipends" has the meaning given to such term in Part A.2(ii) of Schedule 1 to this Agreement.

18. "Training" means the reasonable costs of training under the Project, based on the Annual Work Plans and Budgets approved by the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.