Global Food Crisis Response Program
Multi-Donor Trust Fund
Grant Agreement

(Rapid Response Child-Focused Social Cash Transfer and Nutrition Security Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Trustee of
the Global Food Crisis Response Program Multi-Donor Trust Fund

Dated June 12, 2009
GFRP MDTF GRANT NUMBER TF094372

FOOD PRICE CRISIS RESPONSE MULTI-DONOR TRUST FUND

GRANT AGREEMENT

AGREEMENT, dated June 12, 2009, entered into between the REPUBLIC OF SENEGAL ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as trustee of the Global Food Crisis Response Program Multi-Donor Trust Fund.

Article I
Standard Conditions; Definitions

1.01. 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. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, this Agreement or the Financing Agreement of the same date as this Agreement between the Recipient and IDA ("IDA Financing Agreement").

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the Program and the project described in Schedule 1 to the IDA Financing Agreement ("Project"). To this end, the Recipient shall carry out the Project through the CLM 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 eight million United States Dollars ($8,000,000) (the “Grant”) to assist in financing the Project.

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

3.03 In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Remedies of the Association

4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program or a significant part thereof will be carried out.

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 condition specified below has been satisfied: the IDA Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, the effective 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 (“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 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. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.

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

Minister of Economy and Finance
Ministry of Economy and Finance
Rue René N’diaye
B.P. 4017
Dakar
Senegal

Cable:  Telex:
MINIFINANCES  3203 G
Dakar

6.03. 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)
AGREED in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF SENEGAL

By: /s/ Amadou Lamine Bâ
    Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Trustee of the Global Food Crisis Response Program
Multi-Donor Trust Fund

By: /s/ Benjamin MacDonald
    Authorized Representative
SCHEDULE

Project Execution

Section I. Implementation and Other Arrangements

1. Sections I, II, III and V of Schedule 2 to the IDA Financing Agreement are hereby incorporated by reference and apply, to the extent relevant or appropriate, to the Grant, and the Recipient undertakes to comply with the provisions thereof, with modifications as shown below to the following terms, wherever they appear in said Sections, unless the context otherwise requires:

(a) the term “Association” shall be read as World Bank;

(b) the term “Credit” or “Financing” shall be read as the Grant;

(c) the term “Recipient” shall be read as the Recipient of the Grant.

(d) reference to Sections 4.08 and 4.09 of the General Conditions under the IDA Financing Agreement shall be replaced by Sections 2.06 and 2.07 of the Standard Conditions.

2. So long as any part of the Financing provided for under the IDA Financing Agreement shall remain outstanding, and unless the Recipient has been notified otherwise by the World Bank:

(a) all actions taken, including approvals given, by the Association pursuant to Sections I, II, III and V of Schedule 2 to the IDA Financing Agreement shall be deemed to be taken or given in the name and on behalf of both the Association and the World Bank; and

(b) any information or documentation furnished by the Recipient to the Association pursuant to the provisions of any of such Sections of the IDA Financing Agreement shall be deemed to be furnished to both the Association and World Bank.

Section II. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such
additional instructions as the World Bank shall 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 the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Grants for Subprojects for Regions A under Part 1 of the Project</td>
<td>3,100,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(2) Cash Transfers for Part 4 of the Project</td>
<td>4,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>8,000,000</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:

   (a) for payments made prior to the date of this Agreement;

   (b) under Category (1), unless the first Sub-grant Agreement under the Grant shall have been furnished to the World Bank for its prior approval and found to have been made in accordance with the procedures and under the terms and conditions referred to in Schedule 2 to the IDA Financing Agreement and set forth in detail in the PIM; and

   (c) under Category (2), unless: (i) the Project Implementation Manual has been updated to reflect criteria and mechanisms related to the implementation of Part 4 of the Project; and (ii) the Recipient shall have entered into a first Service Agreement in accordance with Section I
Part G (d) of Schedule 2 to the IDA Financing Agreement, in form and substance satisfactory to the Association.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2011.