The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
1818 H Street N.W.
Washington, D.C. 20433
(202) 477-1234
Cable Address: INTBAFRAD
U.S.A.
Cable Address: INDEVAS

May 27, 2012

Secretary General
League of Arab States
Secretariat-Tahrir Square
P.O Box 11642
Cairo, Egypt

Re: Middle East and North Africa: IDF Grant for the Institutional Development to Strengthen Arab Policy and Participation Project
IDF Grant No.TF012333

Dear Excellency:

In response to the request for financial assistance made on behalf of the League of Arab States (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”) proposes to extend to the Recipient, for the benefit of Arab Republic of Egypt, Kingdom of Morocco and Republic of Tunisia (“Member Countries”), a grant from the World Bank’s Institutional Development Fund (“IDF”) in an amount not to exceed two hundred and fifty thousand United States Dollars (U.S.$250,000) (“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.

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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within 90 days after the date of signature of this Agreement by the World Bank,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
A. David Craig
Director
Egypt, Yemen and Djibouti Country Department
Middle East and North Africa Region

AGREED:
LEAGUE OF ARAB STATES

By
Authorized Representative
Name Dr. Sivas Babylon
Title Assistant Secretary General
Date: 27 May, 2012

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** 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 I of the Appendix to this Agreement, 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.

(a) “Arab Youth Observatory” means the institution of the Recipient, established in 2006 to implement the strategic orientations on youth empowerment.

(b) “Steering Committee” means the committee with responsibility for overall coordination and oversight of the Project, which includes representatives from: the Recipient’s General Secretariat for Social Affairs, the Director of Youth and Sports Department, the Director of the Population Department, the Arab Youth Observatory and at least three youth representatives.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to promote Arab youth policy and participation.

Component 1: Strengthening the capacity of the Recipient’s General Secretary for Social Affairs

Provision of consultants’ services and training to: (i) prepare a strategic assessment of the capacities of the Recipient’s General Secretary for Social Affairs; and (ii) implement the strategic assessment.

Component 2: Support the research capacity of the Arab Youth Observatory

Provision of consultants’ services and training to: (i) develop a capacity for evidence-based policy research in the Recipient’s Arab Youth Observatory; and (ii) support a knowledge sharing and planning workshop including for policy makers, youth researchers, think tanks and statistical organizations.

Component 3: Support the development of a regional youth-led platform

Provision of consultants’ services and training to: (i) develop a regional youth-led platform for advancing youth advocacy; (ii) map regional and national youth stakeholders; (iii) support a regional consultation workshop on youth advocacy; and (iv) dissemination of research and youth activities including through a website and other electronic media.
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 “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”); and (c) this Article II.

2.03. **Institutional and Other Arrangements.** The Recipient shall: (a) establish the Steering Committee not later than ninety (90) days after the date on which this Agreement becomes effective; (b) thereafter, for the purpose of ensuring the proper coordination and execution of the Project, the Recipient shall maintain the Steering Committee throughout Project implementation, with membership satisfactory to the World Bank; and (c) provide sufficient funds to finance the following under this Project: (i) office facilities; (ii) training facilities, (iii) counterpart staff time and (iv) administrative support.

2.04. **Project Monitoring, Reporting and Evaluation.** (a) 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 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.

(b) The Recipient shall, upon the World Bank’s request, 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 five 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 semester, covering the semester, 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 months after the end of such period.
2.06. **Procurement**

(a) **General.** 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:

(i) 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 (“Consultant Guidelines”); and

(ii) the provisions of this Section, 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”).

(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, III, IV and V of the Consultant Guidelines, as the case may be.

(c) **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 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.

(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.

**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: (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 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</th>
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<tbody>
<tr>
<td>(1) Consultants’ Services, including audit</td>
<td>175,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Training</td>
<td>75,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>250,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section, the term “Training” means Project related study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers’ contracts, including costs of training materials, space and equipment rental, local and international travel, *per diem* costs of trainees and trainers’ fees, and interpretation and translation services.

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 three years after the date of countersignature of this Agreement by the Recipient.

**Article IV**

**Recipient’s Representative; Addresses**

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Secretary General.

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

Secretary General  
League of Arab States  
Secretariat-Tahrir Square  
P.O Box 11642  
Cairo, Egypt

Facsimile:  
5740331 - 5761017 - 5779546
4.03. **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

<table>
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<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
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<tbody>
<tr>
<td>INTBAFRAD</td>
<td>248423 (MCI) or</td>
<td>1-202-477-6391</td>
</tr>
<tr>
<td>Washington, D.C.</td>
<td>64145 (MCI)</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. The reference to “Member Country” in this Agreement means either Arab Republic of Egypt, or the Kingdom of Morocco or Republic of Tunisia (or any of its political or administrative subdivisions), that is a member of the World Bank and in whose territory the Project is to be carried out.