Mr. Achilles Byaruhanga  
Chair, Board of Directors  
Nile Basin Discourse – Secretariat  
Plot 32 Nsamizi Rd  
PO Box 185  
Entebbe, Uganda 

Dear Sir/Madam:

Re: CIWA, Grant No. TF015834  
Engaging Civil Society for Social and Climate Resilience in the Nile Basin Project 

In response to the request for financial assistance made on behalf of the Nile Basin Discourse (variously, “NBD” or “Recipient”), a non-governmental organization registered pursuant to the Republic of Uganda’s Non-Governmental Organizations Registration Statute of 1989, with headquarters in Entebbe, Republic of Uganda, I am pleased to inform you that the International Bank for Reconstruction and Development and International Development Association (“World Bank”), acting as administrator of grant funds provided by various donors (“Donors”) under the multi-donor trust fund Cooperation in International Waters in Africa (CIWA), proposes to extend to the Recipient, for the ultimate benefit of the Nile River Basin Countries (“Member Countries”), a grant in an amount not to exceed one million five hundred thousand United States Dollars (U.S.$1,500,000) (“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”). 

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 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 and INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Colin Bruce
Director
Strategy, Operations and Regional Integration
Africa Region

AGREED:
NILE BASIN DISCOURSE

By

Authorized Representative
Name: 
Title: CHAIRMAN, NBD
Date: 30th Dec 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


1.02. **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.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to strengthen the capacity of the NBD to engage civil society members and relevant stakeholders in Nile Basin cooperation programs, processes and dialogue.

The Project will support and strengthen the functions of the NBD Secretariat, revamp the NBD’s web presence, and build the capacity of NBD’s civil society organization members on topics identified as priorities.

The Project consists of the following parts:

**Strengthening the NBD secretariat:**

Provision of consultant services and training to develop the capacity of NBD Secretariat to, *inter alia:* (i) undertake stakeholder research to identify other organizations throughout the Nile Basin, (ii) Build its media communication, (iii) monitor and evaluate its activities and those of its members, and to (iv) develop and implement an action plan to place the organization on a financially sustainable footing.

**Improved communication and outreach:**

Provision of consultant services to review and revise NBD’s existing website; expand the scope of its internet based activities and expansion into mobile based tools, and to explore other means to improve bottom up and horizontal communication among civil society organizations within the network.

**Capacity Building for NBD members:**

Building NBD members’ capacity on key topics identified as priorities through: trainings, internships and exchanges within network, site visits, and peer-to-peer learning.

2.02. **Project Execution Generally.** (a) 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: (i) Article II of the Standard Conditions; (ii) 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 (iii) this Article II.

(b) Project Execution Covenant. The Recipient, shall, no later than ninety (90) days after the effective date, appoint in accordance with the provision of Section 2.05 below, and thereafter maintain at all time during project implementation, an external auditor with qualifications, experience and terms of reference acceptable to the World Bank.

2.03. Institutional and Other Arrangements. The Recipient shall be responsible for Project management and the day-to-day implementation including, administrative and financial management, disbursement, and procurement, and monitoring and evaluation. To this end, the Recipient shall ensure that it maintains, throughout the Project implementation, adequate staff and resources including inter alia; a Project manager, a finance and administration officer, a program administrator, and a monitoring and evaluation officer.

2.04. Donor Visibility and Visits. (a) 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.

(b) 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 Recipient’s Member Countries’ territory for purposes related to the Project.

2.05. 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. Each Project Report shall cover the period of one calendar semester, 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.

(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.

2.06. 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 months after the end of such period.

2.07. **Procurement.** (a) All goods and/or 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 “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods, works and non-consulting services;

(ii) 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”) in the case of consultants’ services; and

(iii) 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 1.18 of the Procurement Guidelines and 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 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**

(i) Except as otherwise provided in sub-paragraph (ii) below, goods 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 for those contracts which are specified in the Procurement Plan: (A) National Competitive Bidding, subject to the following additional provisions: (a) Shopping shall follow the Request for Quotations (RFQ) procedures with the exception of the rotation of bidders; and, (b) no negotiations shall take place with respect to a quotation submitted by the supplier or contractor under Shopping; (B) Shopping; (C) Direct Contracting.

(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) Selection of Individual Consultants and; (F) Single-source Selection of consulting firms.
(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: (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 100% of Eligible Expenditures consisting of goods, consultants' services, Training and Workshops, and Operating Costs inclusive of Taxes.

For the purposes of this paragraph, the term: (i) "Training and Workshops" means the reasonable costs, directly related to the Project, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services); and (ii) "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 vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of eligible staff for the Project (but excluding consultants' 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 this Agreement, except that withdrawals up to an aggregate amount not to exceed $300,000 equivalent may be made for payments prior to this date but on or after February 1, 2013 for Eligible Expenditures.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 15, 2016.

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 Achilles Byaruhanga, Chair, Board of Directors of the Nile Basin Discourse.

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

The World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

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