H. E. Fily Bouare Sissoko  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Bamako  
Republic of Mali  

Re: MTDF Grant No.TF018201  
Improving the Quality and Access of Data Project  

Excellency:

In response to the request for financial assistance made on behalf of Republic of Mali ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association ("World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the Trust Funds for Statistical Capacity Building III ("TFSCB"), proposes to extend to the Recipient a grant in an amount not to exceed four hundred fifty thousand United States Dollars (US$450,000) ("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 specified by the World Bank in accordance with Section 4.03 of the Annex to this Agreement.
Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION

By
Paul Noumba Um
Country Director for Chad, Mali and Niger

AGREED:
Republic of Mali

By
Authorized Representative

Name: "Fily Samba Tounkara"
Title: "Minister of Economy and Finance"
Date: December 19, 2014

Enclosures:

2. Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006;
1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions") 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 shall have the following meanings:

(a) "INSTAT" means the Recipient’s National Institute for Statistics (Institut National de la Statistique) established pursuant to Recipient’s Ordinance No 09-16/P-RM dated March 20, 2009.

(b) "LAN" means local area network.

(c) "NSS" means the Recipient’s National Statistics System (Systeme Statistique National) established pursuant Recipient’s Act No. 5026 dated June 06, 2005.

(d) "Operating Costs" means expenditures incurred by the Recipient under the Project for maintenance of office equipment and vehicles, office supplies and office administration including printing and advertising, communication costs, commercial bank charges, domestic travel (transportation and per diem), and other Project management support costs as may be agreed between the Recipient and the World Bank from time to time, but excluding salaries of the Recipient's civil servants.

(e) "Project Implementing Entity" means the Recipient’s INSTAT.

(f) "Project Implementation Unit" or "PIU" means the Project coordination unit referred to in Section 2.03 (e) of this Annex established as the Recipient’s Finance and Equipment Department under the Ministry of National Education (Direction des Finances et du Materiel).

(g) "Memorandum of Understanding" or "MOU" means the memorandum of understanding referred to in Section 2.03 (d) of this Annex establishing the Project’s implementation arrangements between INSTAT and PIU.

(h) "Project Operational Manual" means the manual satisfactory to the World Bank, to be prepared and adopted by the Recipient for the purposes of the Project and referred to in Section 2.03 (e) of this Annex, as the same may be amended from time to time with the prior written agreement of the World Bank.

(i) "Training" means the reasonable costs of: (i) training materials and rental of training facilities and equipment; (ii) tuition fees, travel, accommodation and *per
Article II
Project Execution

2.01. Project Objective and Description. The objective of the Project is to increase the capacity of the Recipient’s National Statistical System to provide relevant and reliable statistics and to improve the access of data. The Project consists of the following parts:

Part A. Updating the structural basis of national accounts

Carrying out a program of activities aimed to: (a) develop a mechanism for monitoring the economic situation in several sectors; (b) develop a harmonized three-year statistics program for the sector of industry, trade, craft, employment and private investment promotion; and (c) produce a diagnostic of exhaustive business statistics, including an action plan at national and regional levels, and a scanning survey on firms.

Part B. Improving access to data

Carrying out a program of activities aimed to: (a) acquire institutional management tools to improve the quality of archiving, dissemination and diffusion for the NSS; (b) develop a system for collecting and processing information online in order to organize the statistical master plan review; and (c) establish a LAN for INSTAT.

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 through INSTAT (“Project Implementing Entity”) in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guideline 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) this Article II; and (d) the MOU.

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

(a) The Recipient shall make the proceeds of the Grant available to the Project Implementing Entity on a grant basis under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank (“Subsidiary Agreement”), including the following: the Project Implementing Entity shall: (i) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including the Anti-Corruption Guidelines; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods and services to be financed out of the Grant in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Project and the achievement of its objective; (v) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (B) at the World Bank’s or the
Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (vi) enable the Recipient and the World Bank to inspect the Project, its operation and any relevant records and documents; and (vi) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

(b) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank and shall perform its obligations and exercise said rights under the Subsidiary Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

(c) The Recipient, through INSTAT, shall maintain, at all times during the implementation of the Project, a Project Implementation Unit with composition, terms of reference and resources satisfactory to the World Bank (the "Project Implementation Unit").

(d) To facilitate the carrying out of the Project, the Recipient shall cause the Project Implementing Entity and the Project Implementing Unit to conclude an MOU not later than one (1) month after the Effective Date.

(e) The Recipient shall cause the Project Implementing Entity to prepare and adopt, not later than one month after the Effective Date, an operational manual for the Project ("Project Operational Manual"), 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 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;

(vi) financial management aspects, including specific internal control procedures; and

(vii) the performance indicators for the Project.
(f) The Recipient shall cause the Project Implementing Entity to maintain the Project Operational Manual throughout Project implementation and shall ensure that the Project is carried out in conformity with said manual.

(g) Except as the World Bank shall otherwise agree, the Recipient shall ensure that the Project Implementing Entity does not assign, amend, abrogate or waive the Project Operational Manual or any respective provisions thereof, if, in the opinion of the World Bank, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendment to the said manual shall be made with the prior written consent of the World Bank. In case of any conflict between the provisions of the Project Operational Manual and the provisions of this Agreement, the provisions of this Agreement shall govern.

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 Donor's 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, enable the representatives of the Donor(s) to visit any part of the Recipient's 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 one month 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 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 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 commencing with the period during which withdrawals from the Grant Account were made. The audited Financial Statements for each period shall be furnished to the World Bank not later than six months after the end of such period.

2.07. Procurement
(a) General. All goods 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:


(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 (revised July 2014) ("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

Goods shall be procured under contracts awarded on the basis of Shopping.

(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) Selection under a Fixed Budget; (B) Least Cost Selection; (C) Selection based on Consultants' Qualifications; (D) Single-source Selection of consulting firms; (E) Selection of Individual Consultants; and (F) 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: (a) 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 (inclusive/exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and consultants' services (including audit), Operating Costs and Training under the Project</td>
<td>450,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>450,000</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.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 31, 2016

Article IV
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

(b) The Subsidiary Agreement referred to in Section 2.03 (a) of this Annex has been executed on behalf of the Recipient and the Project Implementing Entity.

4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the World Bank an opinion satisfactory to the World Bank of counsel acceptable to the World Bank, showing the following matters:

(a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
(b) the Subsidiary Agreement referred to in Section 2.03 (a) of this Annex has been
duly authorized or ratified by the Recipient and the Project Implementing Entity
and is legally binding upon each such party in accordance with its terms.

4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall
enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its
acceptance of the evidence required pursuant to Section 4.01 ("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.

4.04. Termination for Failure to Become Effective. 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 V
Recipient’s Representative; Addresses

5.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of
the Standard Conditions is its Minister of Economy and Finance.

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

Ministry of Economy and Finance
P.O. Box 234,
Hamdallaye ACI 2000
Bamako
Mali

Facsimile:

(+223) 20 22 19 14

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

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

Cable: Telex: Facsimile:
INTBAFRA 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)