January 24, 2014

Mr. Michael Rewald  
Country Director  
Care Malawi  
Pamodzi House  
Presidential Driver  
Private Bag A 89  
Lilongwe, Malawi

Re: Global Partnership for Social Accountability (GPSA) Strengthening Social Accountability in the Education Sector in Malawi Project  
(GPSA Trust Fund Grant No. TF015841)

Dear Mr. Rewald:

In response to the request for financial assistance made on behalf of CARE MALAWI ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association ("World Bank"), acting as administrator of grant funds provided various donors ("Donors") under the Global Partnership for Social Accountability (GPSA) Trust Fund, proposes to extend to the Recipient for the benefit of the Republic of Malawi ("Member Country"), a grant in an amount not to exceed nine hundred fifty thousand United States Dollars (U.S.$ 950,000) ("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.
Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Kundhavi Kadiresan
Country Director for Malawi, Zambia and Zimbabwe
Africa Region

CONFIRMED AND AGREED:

CARE MALAWI

By: [Signature]

Authorized Representative

Name: Mr. Michael Rewald
Title: Country Director, CARE Malawi
Date: 24 January 2017

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 and the following term has the following meaning:

(a) “Care Malawi” means a non-profit organization legally established and operating in the Member Country’s territory Registration No. NGO/R/03/35 and pursuant to the Non-governmental Organizations Act of 2004 by the Non-governmental Organizations Board of Malawi which main purpose is fighting global poverty.

(b) “Civil Society Education Coalition” means a non-profit organization legally incorporated and operating in the Member Country’s territory, Registration No. R.G. 17053/2M/8.2002 and pursuant to the Trustee Incorporation Act, which main purpose is improve quality of education.

Article II
Project Execution

2.01. Project Objectives and Description. The overall objective of the project is for girls and boys living in Malawi to have access to high quality, accountable and transparent education services. More specifically, this project seeks to increase in the level of efficiency, transparency and accountability in the procurement processes of the education sector by 2016, and decrease in teacher absenteeism rates in targeted schools in Malawi by 2016. The Project consists of the following parts:

Part 1: Monitoring and reporting on the procurement processes of the education sector

 Provision of technical assistance to support procurement monitoring in primary schools in the six education divisions of the Member Country’s territory.

Part 2: Teacher absenteeism monitoring and reporting using community scorecards and ICT

(a) Carrying out of activities aimed at mobilizing and training selected communities on score cards targeting students, parents, community members and School Management
Committees (SMCs), with the aim of creating spaces for interaction and constructive
dialogue on the quality of education services and perceived issues and problems; and

(b) Carrying out of a pilot of a customized SMS tracking system for monitoring and reporting
purposes, including data visualizations that will enable system users and ministry officials to
track trends and identify schools which require immediate follow-up.

Part 3: Managing knowledge and learning on strengthening social accountability in the education
sector

Provision of support to: (a) develop a comprehensive knowledge and learning strategy including a
communications strategy with a clear work plan and output; (b) Carry out knowledge sharing and
dissemination activities for the benefit of the wider development community including the GPSA
partners; and (c) carry out the implementation, monitoring and evaluation of the Project activities
financed by the Grant, including audits.

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 coordination with the
Civil Society Education Coalition, 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”); (c) this Article II; and the Civil Society
Education Coalition Agreement.

2.03. Institutional and Other Arrangements.

a) Prior to the implementation of the Project activities, the Recipient shall: (i) enter into an
agreement with Civil Society Education Coalition under terms and conditions acceptable to the
World Bank (the “Civil Society Education Coalition Agreement”), which shall include, inter alia:
(A) Civil Society Education Coalition roles and responsibilities, including their obligation to
carry out the technical implementation of their respective activities under the Project; and (B) the
conditions for the Recipient’s payment, out of the proceeds of the Grant, of limited operating
costs related to Civil Society Education Coalition discharge of its responsibilities; and (ii)
exercise its rights and carry out its obligations under the respective Civil Society Education
Coalition Agreement in such manner as to protect the interest of the Recipient and the Bank, to
accomplish the purposes of the Grant;

(b) unless the Recipient and the Bank shall otherwise agree, the Recipient shall not assign,
amend, abrogate, terminate, waive or fail to enforce the respective CIVIL SOCIETY
EDUCATION COALITION Agreement or any of their provisions thereof.

2.04. Donor Visibility. (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, take all measures required on its part to enable the representatives of
the Donors 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 thirty (30) calendar 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 or at any later
date as established by the Association.

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, upon the World Bank’s request and furnished to the World Bank no 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 (1) fiscal year. The audited Financial Statements for
such period shall be furnished to the World Bank not later than six months after the end of such
period. The Recipient shall ensure that the audited financial statements are made publicly
available in a timely fashion and in a manner acceptable to the Association.

2.07. Procurement. All goods, non-consulting services, and/or consulting services required for
the Project and to be financed, fully or partially, out of the proceeds of the Grant shall be
procured in accordance with the requirements set forth or referred to in 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”),
and the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA

2.08. Any contract for Eligible Expenditures to be financed in full or in part out of the proceeds
of the Grant shall be included in the procurement plan prepared by the Recipient and approved
by the World Bank in accordance with the Procurement Guidelines and the Consultant
Guidelines, prior to initiating the procurement process for any such contract.

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 (including audits), inclusive of Taxes

For the purposes of this paragraph the following terms mean:

(i) “Training and Workshops” means the reasonable costs, as shall have been approved by the World Bank, 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).

(ii) “Operating Costs” means reasonable recurrent expenditures incurred by the Recipient required for the implementation, monitoring and evaluation of the Project required for the implementation of the Project, including salaries of staff of the Recipient, working on the Project, office rental, supporting staff for the project, transportation, basic utilities (electricity, water), and communications expenses (telephone, internet access, among others), but excluding salaries of officials of the Member Country’s civil service; and any other reasonable expenditures as may be agreed upon by the World Bank.

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; or

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is five (5) 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 Recipient’s Country Director.

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

Pamodzi House
Presidential Driver
Private Bag A 89
Lilongwe, Malawi

Telephone: +265992234234
E-mail: mrewald@co.care.org
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/International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile: 1-202-477-6391

With copy to:

   Roberto Senderowitsch  
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   GPSA Secretariat  
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