Ms. Jamie Terzi  
Country Director  
CARE Bangladesh  
20-21, Pragati Insurance Bhaban  
Kawranbazar  
Dhaka-1215  

Re: Bangladesh: Journey for Advancement in Transparency, Representation and Accountability (JATRA) in Bangladesh Project  
GPSA Grant No TF015843

Dear Ms. Terzi:  

In response to the request for financial assistance made on behalf of Care Bangladesh ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as administrator of grant funds provided by multiple donors ("Donors") under the Global Partnership for Social Accountability Trust Fund ("GPSA Trust Fund"), proposes to extend to the Recipient for the benefit of the People's Republic of Bangladesh ("Member Country"), a grant from the GPSA Trust Fund in an amount not to exceed six hundred forty-four thousand one hundred thirty-eight United States Dollars, (U.S.$644,138) ("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 GPSA 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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World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  
Johannes C.M. Zutt  
Country Director
AGREED:

CARE BANGLADESH

By: [Signature]

Authorized Representative

Name: Jamie Terzi

Title: Country Director, CARE-Bangladesh

Date: 05/03/2014

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


1.02. 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) "Care Bangladesh" means a non-governmental organization, legally established and operating in the Member Country as of April 22, 1981 in the NGO Affairs Bureau, Registration Number 004, in accordance with the Foreign Donations (Voluntary Activities) Regulation Ordinance (Ordinance No. 46, 1978) and as per the terms and conditions cited overleaf, registration has been granted/ renewed in favor of CARE BANGLADESH.

(b) "CSO" means a civil society organization legally established and operating in the Member Country's territory and selected according to criteria agreed between the Recipient and the World Bank; and "CSOs" means the plural thereof.

(c) "UP" or Union Parisad means the grass-root local government institutions of the Republic of Bangladesh.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to empower the Member Country's civil society to strengthen governance by promoting transparency and accountability in government budget practices.

The Project consists of the following parts:

Part 1: Strengthen the capacity of citizens to engage in budget planning and implementation

Supporting citizens (especially women and pro-poor advocates) to engage in budget allocation and monitoring expenditure and the quality of services for the purposes of institutionalizing transparent, inclusive and responsive budget mechanisms to benefit UP local communities, especially poor and marginalized households by: (i) developing community score-cards and social audit tools to monitor public service delivery and the quality of key public infrastructure; (ii) creating a public expenditure tracking systems that will be put-in-place throughout the targeted UPs for the purpose of monitoring public expenditures and collecting information; and (iii) delivering trainings to targeted local leaders.

Part 2: Strengthen access to information

Supporting transparency and access to information in the operations of the UP, including information on the UP budget, by: (i) sharing basic information package on "UP Budgeting
Process” and “Participatory Governance” to the local groups in local hatbazaar; (ii) disseminating citizens’ charter at the UP; and (iii) building partnerships with media outlets (local radio and newspaper) at the local and national level and using the UP notice boards, the information centers, and a UP helpline.

**Part 3: Knowledge and Learning**

Supporting social accountability practitioners in implementing social accountability tools by: (i) carrying out “peer to peer” learning for horizontal scaling up; (b) developing and disseminating knowledge materials appropriate for a wider targeted audience in partnership with media outlets; and (c) implementing, monitoring and evaluating 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, all 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) ensure that a team of designated staff with defined responsibilities will be managing the financial management and procurement-related activities; and (b) implement the Project activities with the coordination of relevant stakeholders and organization, local government, targeted Upazillas, and other CSOs.

2.04. **Donor Visibility and Visit.** (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 Member Country’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 agreed with the World Bank and contained in the Results Framework and Monitoring, which may be amended from time to time with the World Bank’s written no objection. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) 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 four (4) months 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 (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) 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 World Bank.

2.06. **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 Credits and Grants by World Bank Borrowers”, dated January 2011 (“Consultant Guidelines”).

2.07. 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.** (a) The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) 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 consultant’s services (including audits), goods, Training and Operating Costs, inclusive of Taxes.

(b) For purposes of this Section the following terms:

(i) “Training” means expenditures incurred by the Recipient to conduct training, including purchase and publication of materials, rental of facilities, course fees, and travel and subsistence of trainees; and

(ii) “Operating Costs” means reasonable recurrent expenditures incurred by the Recipient and required for the implementation, monitoring and evaluation of the Project, including salaries of staff of the Recipient working on the Project (including staff and support salaries) overhead charges; office rental, 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.
3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is four (4) years after the date of countersignature of this Agreement by the Recipient.

3.04. **Other Undertakings.** The Recipient undertakes that the proceeds of the Grant shall not be used to finance the following goods: art, furniture, carpet, vehicles and generators.

**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 its Executive Director.

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

Care Bangladesh  
20-21, Pragati Insurance Bhaban  
Kawranbazar, Dhaka-1215  
Bangladesh

Telephone: +880-2-9112315-180  
E-mail: jamie@bd.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  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Facsimile: 1-202-477-6391

With a copy to:

Program Manager  
GPSA Secretariat  
Mail Stop: J 4-403  
World Bank Institute (WBI)

Telephone: +1 202 458-7173  
E-mail: rsenderowitsch@worldbank.org