Ms. Patricia Long  
Chief Financial Officer  
International Rescue Committee  
122 East 42nd Street, 12th Floor  
New York, NY 10168  
United States of America

Re: Democratic Republic of Congo: SPF Grant No. TF018380  
Prevention and Mitigation of Sexual Gender Based Violence in North and South Kivu Project

Dear Madam:

In response to the request for financial assistance made on behalf of International Rescue Committee ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (the "World Bank"), acting as administrator of grant funds provided by the Development Grant Facility under the State and Peace-building Fund ("SPF") proposes to extend to the Recipient for the benefit of the Democratic Republic of Congo ("Member Country"), a grant in an amount not to exceed four million United States Dollars (US$4,000,000) ("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.

The Member Country has confirmed its support for and its commitment to, the objectives of the Project through a notification letter dated July 16, 2014 countersigned by the Member Country on August 27, 2014.
Please confirm your agreement on behalf of the Recipient to the foregoing by having an authorized official of the Recipient sign and date the enclosed two copies of this Agreement, and returning one countersigned original 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
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Jan Walliser
Acting Country Director for the Democratic Republic of Congo
Africa Region

AGREED:
INTERNATIONAL RESCUE COMMITTEE (IRC)

By
Authorized Representative
Name: Patricia Long
Title: CFO
Date: 12/8/14

Enclosures:


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

CC: H.E. Patrice Kitebi
Minister of Finance
Boulevard du 30 Juin - Commune de la Gombe
Kinshasa 1, Democratic Republic of Congo

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ANNEX

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) "CBOs" means Community-Based Organizations established and operating in the Member Country’s territory.

(b) "EASE Program" means Economic and Social Empowerment Program, a program established and operated by the Recipient.

(c) "EMAP" means Engaging Men through Accountable Practice, a program established and operated by the Recipient.

(d) "Indigenous Peoples Plan" means the document dated June 17, 2014 adopted by the Recipient, which: (i) outlines measures to ensure culturally appropriate social and economic benefits under the Project and avoid, minimize, or mitigate or compensate for any potential adverse effects associated with activities to be implemented under the Project; and (ii) consists, inter alia, of sections dealing with social screening processes for the Project, as published and available to the public on the website www.irc.org, as the same may be amended from time with the World Bank’s prior written approval.

(e) "NGOs" means non-governmental organizations legally established on the Member Country’s territory and operating under the Member Country’s laws.

(f) "SGBV" means sexual and gender-based violence.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to pilot innovative tools to improve provision of SGBV prevention and treatment services in the Member Country’s provinces of North Kivu and South Kivu.

The Project consists of the following components:

Component 1: Prevention and Service Provision
1. A. Prevention including: (i) economic empowerment of women and gender dialogue in the community through the EASE Program, (ii) community education and sensitization of men on gender equality through EMAP, (iii) mass and media campaigns (including through radio), (iv) socio-economic support to CBOs.

1. B. Access to Basic Services for women, men, and children survivors, including: (i) case management and psychosocial support, (ii) targeted mental health support, (iii) clinical care for survivors of sexual assault, (iv) legal assistance, (v) community information dissemination, (vi) local advocacy, (vii) emergency response.

Component 2: Local Ownership on Addressing SGBV in South Kivu

Support the Recipient to elaborate, test, and implement evaluation tools and systems, in close collaboration with the Provincial Ministries of Health, Gender, Family and Humanitarian Affairs and the National Program of Mental Health, to evaluate and monitor the quality of local organizations and institutions that provide psychosocial and legal services to survivors of SGBV in order to identify capacity building needs of such local organizations and institutions, and for providing tools to provincial authorities to monitor the quality of services, and potentially set the grounds for a future accreditation mechanism.

Component 3: Project Management

Support the Recipient to ensure effective and efficient Project management, including all activities related to the coordination and oversight of the Project.

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) this Article II; (c) 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; and (d) Indigenous Peoples Plan.

2.03. Institutional and Other Arrangements. The Recipient shall maintain, during Project implementation, an operational team in charge with the day-to-day management, implementation, monitoring and evaluation of the Project, with staff and terms of reference satisfactory to the World Bank.

2.04. Monitoring, Reporting and Evaluation of the Project. The Recipient shall monitor and evaluate the progress of the Project in accordance with the provisions of Section 2.08 of the Standard Conditions. Each project report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than one month after the end of the period covered by the report. The completion report shall be furnished to the Bank not later than four months after the closing date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience, and terms of reference are acceptable to the World Bank in accordance with the provisions of the Section 2.06 of this Agreement.
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 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall the Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements for the Project shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for the Project for 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 goods, works, non-consulting services and consultants' services required for the Activities 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 1 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 Activities 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, Works and Non-consulting Services**
(i) Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services 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, works and non-consulting services for those contracts specified in the Procurement Plan: (A) National Competitive Bidding, subject to the additional provisions referred to in subparagraph (f) below; (B) Shopping; (C) Direct Contracting; and (D) Procurement from United Nations Agencies.

(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 may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Least Cost Selection; (C) Selection based on Consultants’ Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of Individual Consultants; (G) Single-source procedures for the Selection of Individual Consultants; and (H) Selection of United Nations Agencies.

(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.

(f) **Additional Provisions for National Competitive Bidding**

National Competitive Bidding may be used subject to using the open procedure ("appel d’offres ouvert") set forth in the Member Country’s Public Procurement Law No 10/010 dated April 27, 2010 (the "PPL") and the Manual of Procedures of the PPL as per Recipient’s Decree No 10/22 dated June 2, 2010 (the "Manual of Procedures"); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

(a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under NCB shall be found acceptable to the Association before their use during the implementation of Project;

(b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process.
Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a) (i) and 1.10(a) (ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process;

(c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Member Country’s Procurement Regulator (Autorité de Régulation des Marchés Publics) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later;

(d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder’s capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents;

(e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no “blanket” limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents;

(f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient;

(g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Member Country’s Procurement Regulator (Autorité de Régulation des Marchés Publics) web-site;

(h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines;

(i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance;

(j) **Requirement for administrative documents and/or tax clearance certificate:** The bidding documents shall not require foreign bidders to
produce any administrative or tax related certificates prior to confirmation of awarding a contract; and

(k) **Modifications of a Signed Contract:** Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done through an amendment to the signed contract instead of signing a new 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, Works, Non-Consulting Services, Consultant’s Services, Training and Workshops, and Incremental Operating Costs, inclusive of Taxes.

For the purpose of this Section 3.01 the terms, (i) “Training and Workshops” means the costs associated with training and workshop participation of trainees, including travel and subsistence costs, 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 courses and workshop preparation and implementation; and (ii) “Incremental Operating Costs” means, incremental expenses incurred on account of the Project implementation, support and management and reasonably related thereto, as shall be included in an annual budget submitted to the World Bank, including office rental, communications, utilities, stationary, domestic travel costs and per diem, maintenance of vehicles and equipment funded by the proceeds of the Financing, but excluding salaries, fees and honoraria of the Member Country’s civil servants.

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 March 30, 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 the Recipient’s Chief Financial Officer.

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:

International Bank for Reconstruction and Development and International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

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

Washington, D.C.