Ms. Amira Yahyaoui  
President  
Al Bawsala  
43-45 Avenue Habib Bourguiba  
“Le Colisée” Bloc B  
Tunis, Republic of Tunisia

Re: GPSA Grant No. TF015845  
Improving Access to Information to the Public and Strengthening Civic Engagement in Tunisia

Dear Madam:

In response to the request for financial assistance made on behalf of Al Bawsala ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the Global Partnership for Social Accountability Trust Fund ("GPSA"), proposes to extend to the Recipient for the benefit of the Republic of Tunisia ("Member Country"), a grant in an amount not to exceed six hundred thousand United States Dollars (US $600,000) ("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 return 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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned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
INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Simon Gray
Country Director for Tunisia
MNA Region

AGREED:
AL BAWSALA

By: AL BAWSALA
Authorized Representative

Name: Amira JAHJAOUI
Title: President
Date: 26/02/2014

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 additional terms shall have the following meanings:

(a) “Al Bawsala” means a non-governmental organization legally established and operating in the Member Country’s territory pursuant to Decree 1240 dated March 6, 2012 and with the following legal address: 43-45 Avenue Habib Bourguiba, “Le Colisée” Bloc B, Tunis, Republic of Tunisia.

(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) “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 staff salaries), overhead charge, 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.

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

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to contribute to improving access to information to the public and strengthening civic engagement in the Member Country’s territory. The Project consists of the following parts:

1. Increasing Access to Information

Carrying out a program of activities to build a social accountability environment aimed at generating more public information and translating complex public issues into easily understandable information, including: (i) accessing and analyzing selected public information critical to enhance transparency and accountability and to examine public bodies’ answers; (ii) generating information
by submitting requests to public institutions and monitoring their responses; and (iii) publishing and disseminating collected information to key audiences.

2. **Strengthening Civic Awareness of Citizens and CSOs in Selected Communities**

Fostering constructive engagement among citizens, state institutions and decision-makers through: (i) the carrying out of a pilot to identify citizens’ needs at the local level through user surveys in selected communities in the Member Country’s territory and to facilitate dialogue among CSOs, citizens and decision-makers; (ii) the development and dissemination of social accountability materials at the local level in cooperation with local partners; and (iii) the adoption of participatory mechanisms in the selected communities.

3. **Knowledge and Learning, and Program Coordination**

Strengthening the Recipient’s and other CSOs capacities to facilitate the social accountability process and increase civic awareness by: (i) building partnership with national and international stakeholders with extensive knowledge and experience on social accountability and networking opportunities to strengthen the Recipient’s leverage at the national level; (ii) promoting knowledge-exchange and knowledge-generation for the Recipient, its partners and interested stakeholders through the development of training programs with a focus on a “learning-by-doing” approach; (iii) preparing an institutional development plan, including a review of the current training and competencies needs critical to strengthen the Recipient’s capacity; and (iv) carrying out the management, monitoring and evaluation of Project activities, 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 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. **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.

2.04. **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 (1) 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 four (4) months after 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 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.

2.06. **Procurement.** All goods 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”).

2.08. 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: (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 goods, consultants’ services (including audits), Training and Operating Costs.

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 three (3) 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 President.

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

Al Bawasla
43-45 Avenue Habib Bourguiba
“Le Colisée” Bloc B
Tunis, Republic of Tunisia

Facsimile: +216 22 208 707
Tel: +216 27 666 383

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

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

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