Mr. Djime Adoum  
Executive Secretary  
Interstate Committee for Drought Control in the Sahel (CILSS)  
P.O Box 7049  
Boulevard Mouamar Khaddafi, 2754  
Ouaga 2000  
Ouagadougou 03  
Burkina Faso

Re: SPF Grant No. TF0A1109  
Pastoralism and Stability in the Sahel and Horn of Africa (PASSHA) Project

Dear Sir:

In response to the request for financial assistance made on behalf of Interstate Committee for Drought Control in the Sahel (CILSS) (“Recipient”), I am pleased to inform you that the International Development Association (“World Bank”), acting as administrator of grant funds provided by various donors (“Donors”) under the State-and-Peace-Building Fund, proposes to extend to the Recipient for the benefit of state members (“Member Country”), a grant in an amount not to exceed one million two hundred fifty thousand United States Dollars (US$1,250,000) (“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 Donor. 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 Donor 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 5.02 of the Annex to this Agreement.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Rachid Benmessabud
Country Director for Nigeria and
Coordinating Director for the West-Africa Regional Integration Program

AGREED:
INTERSTATE COMMITTEE FOR DROUGHT CONTROL IN THE SAHEL (CILSS)

By
Authorized Representative
Name
Title
Date: January 31, 2011

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 and the following additional term has the following meaning:

(a) “CILSS Legislation” means the legislation dated September 12, 1973, and revised on April 22, 1994, pursuant to which CILSS was created.

(b) “Fiscal Year” means the twelve month period starting January 1 and ending December 31 of the same year.

(c) “PIM” or “Project Implementation Manual” means the implementation manual to be adopted by the Recipient pursuant to Section 2.03 B. of this Annex.

(d) “Regional Coordination Unit” or “RCU” means the Recipient’s unit established for the implementation of the Regional Sahel Pastoralism Support Project (PRAPS) described in the Financing Agreement dated June 29, 2015 between the Association and the Recipient providing for a grant in support of such project (Grant Number D064-3A).

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to enhance monitoring and evaluation systems and knowledge on the link between pastoralism development and stability for regional organizations and programs. The Project consists of the following parts:

(a) Carrying out a program of activities aimed at providing technical assistance to the design and monitoring and evaluation mechanisms and conflict risk monitoring to promote learning and knowledge-building on operational approaches. Such activities to include:

(i) designing and piloting a pastoralism and conflict monitoring toolkit;

(ii) strengthening of early warning and risk monitoring systems in identification of conflict risks, drivers and trends at the regional, national, and local levels;

(iii) supporting the packaging and dissemination of selected existing data and reports;

(iv) carrying out stakeholder analysis to better differentiate pastoralists versus other conflict actors and identify relevant actors for further collaboration;

(v) supporting the design and launch of studies that can assess the contribution to conflict prevention and stability at the local and regional levels; and

(vi) promoting cross-border regional mechanisms to monitor and prevent violence.
(b) Carrying out capacity building and training activities on conflict resolution and local governance mechanisms. Such activities to include:

(i) carrying out trainings on conflict resolution for project teams, regional institutions, national institutions and civil servants, communities, and other organizations such as pastoral organizations;
(ii) providing knowledge and expertise to regional organizations on local conflict resolution and local governance mechanisms;
(iii) providing support on facilitating discussions at the regional level with relevant stakeholders; and
(iv) carrying out workshops on integrating the monitoring and evaluation toolkit in the national and regional resilience monitoring and evaluation systems.

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. Institutional and Other Arrangements.

A. Regional Coordination Unit

Without limitation upon Section 2.02 above, the Recipient shall maintain, throughout Project implementation, the Regional Coordination Unit ("RCU") with staffing with terms of reference and resources satisfactory to the World Bank to be responsible for, _inter alia_, coordinating and facilitating the implementation of the Project.

B. Project Implementation Manual

The Recipient shall prepare and adopt a Project implementation manual in form and substance satisfactory to the World Bank, containing detailed arrangements and procedures for implementation of the Project including, _inter alia_: (a) institutional coordination and day-to-day implementation of the Project; (b) disbursement and financial management arrangements including audit of the Project; (c) procurement arrangements and procedures; (d) monitoring and evaluation, reporting and communication; and (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

C. Annual Work Plan and Budget (AWPB)

(a) The Recipient shall prepare and furnish to the World Bank for approval, no later than October 31 of each Fiscal Year an annual program of activities proposed for inclusion in the Project during the following Fiscal Year together with a proposed budget and financing plan approved by the Recipient’s regional steering committee (CILSS Regional Steering Committee) for such activities and a timetable for their implementation (“Annual Work Plan and Budget”).

(b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.
(c) Only such activities as are included in each Annual Work Plan and Budget shall be eligible for inclusion in the Project and eligible for financing out of the proceeds of the Grant.

D. Other Undertakings

The Recipient shall:

(a) no later two (2) months following the Effective Date, extend the accounting software of the PRAPS to host the Project; and

(b) no later six (6) months following the Effective Date, hire the auditor of the PRAPS for the Project, under terms of reference satisfactory to the World Bank.

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 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, 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 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 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 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 quarter, covering the quarter, 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 fiscal year of the Recipient. The audited Financial Statements for each such 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, non-consulting services 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:
(i) Section I 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 (revised July 2014) (“Procurement Guidelines”), in the case of goods 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 (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 and Non-consulting Services

(i) Except as otherwise provided in sub-paragraph (ii) below, goods 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 and non-consulting services for those contracts which are
specified in the Procurement Plan: 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 based on Consultants’ Qualifications; and (B) 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 of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Training, Operating Costs; non-consulting services and consultants’ services under the Project</td>
<td>1,250,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,250,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of this section, the term:

(a) “Training” means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

(b) “Operating Costs” means the incremental expenditures incurred on account of the Project implementation including, inter alia, office supplies, office equipment, transportation, office administration, communication and outreach, travel, per diem and salaries of staff, but excluding salaries of officials of 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 December 31, 2016.

Article IV
Additional Remedies

4.01. Additional Event of Suspension. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

The CILSS Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CILSS to perform any of its obligations under this Agreement.
Article V
Effectiveness; Termination

5.01. 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.

The PIM referred to in Section 2.03 B. of this Annex has been adopted by the Recipient.

5.02. 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 5.01 ("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.

5.03. 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 VI
Recipient’s Representative; Addresses

6.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Secretary.

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

Interstate Committee for Drought Control in the Sahel (CILSS)
P.O Box 7049
Boulevard Mouamar Khaddafi, 2754
Ouaga 2000
Ouagadougou 03
Burkina Faso

Facsimile: (226) 50 37 41 32

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

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

Cable: Telex: Facsimile:
APPENDIX
Modifications to the Standard Conditions

Paragraphs 17 and 18 of the Appendix to the Standard Conditions are modified to read as follows:

17. "Member Country" means the member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.

18. “Project” means the Project for which the Grant is made. If the Project is carried out in the territory of more than one Member Country, “Project” refers separately to the Project of each such Member.