Global Environment Facility
Grant Agreement

Building Resilience through Innovation, Communication and Knowledge Services (BRICKS) Project

between

INTERSTATE COMMITTEE FOR DROUGHT CONTROL IN THE SAHEL

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and
INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an Implementing Agency of the Global Environment Facility)

Dated October 15, 2013
GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated October 15, 2013, entered into between INTERSTATE COMMITTEE FOR DROUGHT CONTROL IN THE SAHEL ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

WHEREAS (A) the Recipient: (i) having satisfied itself as to the feasibility and priority of the project described in Schedule 1 to the Agreement (the "Project"); (ii) has requested the World Bank, acting as an Implementing Agency of the Global Environment Facility, to assist in the financing of the Project;

(B) said request has been approved in accordance with the rules and procedures governing the GEF; and

(C) the Project also includes two additional Recipients: (i) IUCN will receive a GEF Grant in the amount of US$827,825; and (ii) OSS will receive a GEF Grant in the amount of US$1,799,500.

WHEREAS The World Bank has agreed, on the basis, inter alia, of the foregoing, to extend a grant out of the GEF to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE the World Bank and the Recipient hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012, ("Standard Conditions"), with the modifications set forth in Appendix 2 to this Agreement, constitute an integral part of this Agreement.

1.02. 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.
Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to two million two thousand three hundred and five United States Dollars (US$2,002,305) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, 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.

Article IV
Additional Remedies

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

The World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.
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 showing the Project Implementation Manual referred to in paragraph 1 of Section I. A. of Schedule 2 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 4.01. 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 ninety (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. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Secretary.

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

Interstate Committee for Drought Control in the Sahel 03 BP 7049 Ouagadougou 03,
Burkina Faso

Facsimile: 226 50 37 41 32

6.03. 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 64145 (MCI)
Facsimile: 1-202-477-6391

AGREED at Washington, D.C., United States of America, as of the
day and year first above written.

INTERSTATE COMMITTEE FOR DROUGHT CONTROL IN
THE SAHEL

By

[Signature]
Authorized Representative

Name: [Signature]
Title: Executive Secretary

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT and
INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an Implementing Agency of the
Global Environment Facility)

By

[Signature]
Authorized Representative

Name: [Signature]
Title: Director, Strategy and OP
SCHEDULE 1

Project Description

The objective of the Project is to improve accessibility of best practices and monitoring information within the SAWAP Portfolio on sustainable land use and management.

The Project consists of the following parts:

Part 1: Knowledge Management

Carrying out a program of activities aimed at ensuring the exchange of operational knowledge inside and outside the SAWAP Portfolio, encompassing:

(a) Organizing SAWAP portfolio teams and key stakeholders for structured learning, including: (i) establishing a regional decision support web portal; (ii) identifying and disseminating best practices; and (iii) holding regular south-south training for SAWAP Portfolio teams.

(b) Providing competitive regional innovation Small-grants to Beneficiaries to develop relevant information and communication tools that can potentially be used in the SAWAP Portfolio and broader GGWI.

(c) Establishing, in coordination with IUCN and OSS, an operations services facility for the SAWAP Portfolio on key implementation topics related to environmental public goods by developing and maintaining a list of proven experts on environment public goods, and brokering the delivery of such experts to country projects in the SAWAP Portfolio.

(d) Carrying out a series of regional environmental economic analyses on successful natural resource management approaches, in coordination with IUCN and OSS.

Part 2: Program Monitoring Support

Establishing and promoting an impact evaluation platform that improves the sharing of existing relevant impact evaluations, findings, methodologies and expertise, advocates for the use of impact evaluations in project and policy development and implementation, and assembles a cadre of impact evaluation practitioners that could be contracted by Participating Countries with projects in the SAWAP Portfolio.
Part 3: Project Management

Assisting the Recipient in managing the Project, including assistance in the establishment of an implementation unit, the preparation of the Project’s audits and progress reports and the recruitment of staff required for the purpose.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Project Implementation Manual

1. The Recipient shall, in collaboration with OSS and IUCN, prepare the Project Implementation Manual ("PIM"), satisfactory to the World Bank, and take all necessary measures to implement the Project in accordance with the said PIM. The Recipient shall not amend, suspend, abrogate, repeal or waive any provision of the PIM without prior approval of the World Bank.

2. Without limitation upon the foregoing, the PIM shall include, _inter alia_, a detailed elaboration of control mechanisms for the Project.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

B. Project Implementation Unit

The Recipient shall establish and thereafter maintain throughout the implementation of the Project a Project Implementation Unit ("PIU"), with staffing, functions and resources satisfactory to the World Bank, vested with the responsibility of the Project’s oversight, monitoring and evaluation, financial management and procurement, as further described in the PIM.

C. Advisory Committee

The Recipient shall establish, no later than three (3) months after the Effective Date and thereafter maintain throughout the implementation of the Project, the Advisory Committee ("BRICKS Advisory Committee") with functions and resources satisfactory to the World Bank, vested with the responsibility of providing strategic guidance and advice for the implementation of the Project as further elaborated in the PIM.

D. Small-Grants

1. No Small-grant under Part 1(b) of Schedule 1 shall be eligible for financing out of the proceeds of the Grant unless said Small-grant meets the eligibility criteria set forth in the PIM, such criteria to include, but not be limited to, the following:

   (i) the proposed Sub-project shall be for information technology and communication tools development;
(ii) the proposed Sub-project shall be in compliance with the standards set forth in the applicable laws and regulations of the Member Country relating to health, safety and environmental protection; and

(iii) the cost of the proposed Sub-project shall not exceed twenty thousand United States Dollars (US$20,000), as further determined in the PIM.

2. In financing Small-grants, the Recipient shall enter into a Small-grant Agreement with a Beneficiary under terms and conditions satisfactory to the World Bank, which shall require the Beneficiary to:

(i) carry-out the proposed Sub-project in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;

(ii) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; and

(iii) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Small-grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Small-grant Agreement or any of its provisions.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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").

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. 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 set in the PIM and 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.

2. 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.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project 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 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.

4. Within one month from the Effective Date, the Recipient shall employ, in accordance with the provisions of paragraph C of Section III below, an accountant for the Project whose qualification and experience shall be satisfactory to the World Bank.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. 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:

(a) 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 (“Procurement Guidelines”) and non-consulting services, and 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

(b) the provisions of this Section III, 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”).

2. Definitions. The capitalized terms used below in 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.

B. Particular Methods of Procurement of Goods and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods and Non-consulting Services. The following method, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: Shopping.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality- and Cost-based Selection, may be used for 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; (d) Single-source Selection of consulting firms; (e) Selection of Individual Consultants; and (f) Single-source procedures for the Selection of Individual Consultants.

D. 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.
Section IV. Withdrawal of Grant Proceeds

A. General

1. 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 Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following 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>(1) Goods, Training, Operating costs, non-consulting services and consultants' services under the Project</td>
<td>1,802,305</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Small-grants under Part 1(b) of the Project</td>
<td>200,000</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,002,305</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2019.
APPENDIX 1

Definitions

(a) "Beneficiary" means any individual, firm, non-governmental organization, faith-based organization, or academic organization, excluding individuals or entities associated with any of the projects financed by the SAWAP, as further elaborated in the PIM, to whom the Recipient proposes to make, or has made, a Small-grant for a Sub-project; and "Beneficiaries" means more than one Beneficiary.

(b) "BRICKS Advisory Committee" means a committee composed of international partners involved in TerrAfrica and the Great Green Wall Initiative, national project coordinators from projects financed under the SAWAP Portfolio and other key stakeholders as necessary.

(c) "CILSS" or "Interstate Committee for Drought Control in the Sahel" means the international organization created pursuant to the convention dated September 12, 1973, and revised on April 22, 1994.

(d) "GGWI" means the "Great Green Wall Initiative" of the Africa Union.

(e) "IUCN" or "International Union for Conservation of Nature" means a global environmental organization founded in October 1948, following an international conference in Fontainebleau, France.

(f) "Operating Costs" means the incremental operating expenses incurred by the Recipient for management and coordination of the Project activities including staff time but excluding salaries of consultants, printing, communications, office supplies, office rental and utility expenses.

(g) "OSS" or "Sahara and Sahel Observatory" means an international organization created in 1992 and established in Tunis since 2000, comprising African and European countries, regional and international organizations and representatives of civil society.

(h) "Participating Countries" means the Sahelian and West African countries, as identified in the PIM, where SAWAP Portfolio activities can be implemented.

(i) "PIM" or "Project Implementation Manual" means the manual referred to in paragraph 1 of Section I.A. of Schedule 2 to this Agreement, outlining the implementation modalities of the Project, monitoring and evaluation, as the same PIM may be amended from time to time with the prior concurrence of the World Bank, and such terms includes any annexes to the PIM.
"PIU" or "Project Implementation Unit" means the inter-agency implementation unit housed and coordinated by CILSS and comprising representatives from OSS and IUCN.

"SAWAP Portfolio" means this Project and the other investment projects implemented by Participating Countries and financed by the World Bank.

"SAWAP" means Sahel and West Africa Program in support of the GGWI, financed by the World Bank.

"Small-grant Agreement" means the agreement between the Recipient and a Beneficiary, setting forth the terms and conditions under which proceeds of a Small-grant are to be made available to the Beneficiary for the purpose of financing a Sub-project.

"Small-grant" means a grant made or proposed to be made out of the proceeds of the Grant to finance a Sub-project, in accordance with the requirements set out in the PIM.

"Sub-project" means an activity to develop small scale information and communication tools, to be carried out by a Beneficiary under Part 1(b) of the Project.

"TerrAfrica" is a partnership of sub-Saharan countries and many multilateral, bilateral, and non-governmental organizations that together seek to scale up sustainable land and water management by promoting coordinated investment, institutions and information.

"Training" means the reasonable costs of goods and services required for the participation of personnel involved in training activities, workshops and study tours under the Project, including local travel and per diem for participants, accommodation and per diem for trainers and facilitators, printing of documents, communications, and various supplies needed for training and workshops, but excluding salaries of consultants.
APPENDIX 2

Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

Paragraph 17 of the Appendix to the Standard Conditions is modified 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 Project is carried out in the territory of more than one member of the World Bank, "Member Country" refers separately to each such member.”