Dear Mr. Kerai:

RE: Republic of Liberia Social Protection System: USAID Grant No. AID-669-IO-16-00001

Bank [TF#072727]

Under the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby grants to the International Development Association ("IDA") (the "Bank" or the "Grantee") the sum of US$1,405,403 ("Award" or "Grant") for USAID's support to Republic of Liberia (Recipient)'s development of an Integrated Social Protection System Program as described in Attachment 1 (the Schedule) of this grant and in Attachment 2, entitled "Program Description" (the "Agreement"). USAID intends to make available a total estimated amount of US$ 6,446,277.60 subject to availability of funds over a period of three (3) years.

This Grant is effective and obligation is made as of the date of this letter and will apply to expenditures made by the Grantee in furtherance of program objectives during the period set out in Attachment 1 (the Schedule).

This Grant is made to the Grantee on condition that the funds are administered in accordance with the terms and conditions as set forth in Attachment 1 (the Schedule); Attachment 2 (the Program Description); and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Grant, and return the original and all but one copy to me.

Sincerely,

Christopher J. Egaas
USAID authorized signatory

Confirmed and Agreed:

Henry Kerai
Name: Henry Kerai
Title: World Bank Country Director-Ghana, Liberia, Sierra-Leone
Date:

Attachments:

1. Schedule
2. Program Description
A. ACCOUNTING AND APPROPRIATION DATA

1. Requisition Number: GLAAS REQ-669-16-000026

2. Total Obligated Amount: $1,405,443.00

3. Total Estimated Amount: $6,446,277.60

4. USAID Technical Office: USAID/Liberia/Program

5. Method of Payment: Periodic Advance

B. SPECIFIC

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C. PAYMENT OFFICE

The Controller
Financial Management Office
USAID/Liberia, c/o US Embassy
502 Benson Street, 1000 Monrovia 10 Liberia
Attachment 1
Schedule

A. Purpose of the Grant

The purpose of this Grant, as more specifically described in Attachment 2, is to support the Recipient in developing an integrated social protection system which is part of its larger safety net delivery system under the Ministry of Gender, Children and Social Protection. The Grant will be implemented in the context of Liberia's Social Safety Net Project which is financed by the World Bank.

B. Period of Grant

1. The effective date of this Grant is as of the date stated in the cover letter. The expiration date of this Grant is February 8, 2020.

2. Funds obligated hereunder are available for program expenditures for the estimated period from the date of signature to February 8, 2020 as shown in the Grant Budget below.

C. Amount of Grant and Payment

1. USAID hereby obligates the amount of US$1,405,403 for purposes of this grant.

The total estimated amount of this grant for the period shown in B.1 above is US$ 6,446,277.60. USAID hereby obligates the amount of US$1,405,403 for expenditures during the period set forth in B above and as shown in the Grant Budget below.

2. Payment will be made to the Grantee in accordance with procedures set forth below and in Attachment 3 (Standard Provisions) (Payment (Periodic Advance).

3. Payment shall be made to the Grantee by bank transfer into such bank account designated by the Grantee. When making [each] such transfer, USAID shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by USAID for [TF072727] (Development of an Integrated Social Safety Nets System- under the Liberia Social Safety Nets Project), and the date of the deposit (the “Deposit Instruction”). In addition, USAID shall provide a copy of the Donor’s Deposit Instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.


5. Additional funds up to the total estimated amount of the grant shown in C.1. above may be obligated by USAID subject to the availability of funds, the mutual agreement of the parties to proceed, and the requirements of the Standard Provision of the Grant entitled "Revision of Grant Budget."

D. Grant Budget

The following is the Grant Budget. Revisions to this Budget may be made only in accordance with the Standard Provision of this Grant entitled “Revision of Grant Budget.”

Component 1 Estimated Aggregate amount US$ 6,446,277.60
E. Reporting and Evaluation

Program Reporting:

The Grantee will submit copies of the following deliverables:

(a) An annual Work Plan, concurred to by USAID, is to be submitted no later than thirty days after signing of the agreement (Year One) and every year thereafter;

(b) A semi-annual program report is to be submitted no later than 30 days following the end of each six month period.

(c) A draft Final Report summarizing the activities is to be submitted by the Grantee and approved by GOR no later than 45 days prior to the end of the award;

The Grantee will submit copies of deliverables or annual program report by December 31 of each year and/or the Grantee shall prepare and submit the final report required by this Grant to (or as subsequently delegated)

Philippe Accilien,
Grant Officer's Representative,
paccilien@usaid.gov

One copy of the final report required by this grant must be provided to docsubmit@dec.cdie.org. If you wish to mail the documents, you may do so to:

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

or you may fax it to (301) 588-7787.

The title page of all reports forwarded to USAID must include a descriptive title, the author's name, grant number, the project number and title, the grantee's name, the name of the USAID office, and the publication or issuance date of the report.

F. Special Provisions

1. Grant funds will only be used as set forth in the Grant for eligible expenditures as more specifically described in Attachment 2 consistent with the Work Plan referred to in E (a) above.

2. USAID will rely on the procurement and audit policies and procedures of the Grantee.
3. Cost Recovery Arrangements

(a) The Bank shall, as administrator of the Trust Fund, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) consistent with the purposes of this Agreement and on the terms and conditions set forth in the Grant Agreements. For Recipient-executed activities, the Bank shall calculate a fee each time funds (the “Grant Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (the “Calculation Date”). The fee so calculated by the Bank shall be based on the cumulative total of funds from the Trust Fund committed under all Grant Agreements that have been fully countersigned on or prior to the Calculation Date (the “Cumulative Grant Total”). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:

(i) 5% of any portion of the Grant Amount that results in a Cumulative Grant Total below or equal to US$ 50 million or equivalent; plus
(ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 50 million or equivalent and below or equal to US$ 500 million or equivalent; plus
(iii) 3% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 500 million or equivalent and below or equal to US$ 1 billion or equivalent; plus
(iv) 2% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 1 billion or equivalent.

Following each Calculation Date, the Bank shall deduct from the Trust Fund, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

(b) At the Bank’s signature of this Agreement, the Indirect Rate (as defined in Attachment 2 to this Agreement) is 17%.

5. Communication and Addresses

Except as provided for in paragraph C above, any notice, request or other communication to be given or made under this Grant shall be in writing and delivered by mail, facsimile or e-mail to the respective party’s address specified below or at such other address as such party notifies in writing to the other party from time to time:

For the Grantee:

Name: Henry G. Kerali
Title: Country Director, Ghana, Liberia, Sierra-Leone
Address: Independence Avenue, Plot #3
Ridge
Accra-Ghana
E-mail: hkerali@worldbank.org

For USAID:

Grant Officer:

Name: Christopher Egaas
Title: Grant Officer
Office: USAID/Liberia
Address: US Embassy Monrovia, Monrovia, Liberia
E-mail: cegaas@usaid.gov

Grant Officer Representative:

Name: Philippe Accilien
Title: Grant Officer Representative
Office: USAID/Liberia
Address: US Embassy Monrovia, Monrovia, Liberia
E-mail: paccilien@usaid.gov
6. The Grantee will disclose this Grant and information on this TF # TF072727 in accordance with the Bank's Policy on Access to Information. USAID consents to disclosure of this Grant and related information on this TF# TF072727.

7. Visibility

Where appropriate to do so, the Bank will acknowledge the Donors' contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

8. Implementation

The World Bank shall facilitate USAID's inclusion in the National Social Protection Steering Committee (SPSC) and the National Social Protection Technical Committee (SPTC) of the Liberia Social Safety Net Project (World Bank Project P155293).
ATTACHMENT 2: PROGRAM DESCRIPTION

DESCRIPTION OF ACTIVITIES AND EXPENDITURES
Liberia Social Protection System

A. DESCRIPTION OF ACTIVITIES

(i) Bank-Executed Activities: Management and administration activities for the Trust Fund, including but not limited to, supporting Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the activities.

(ii) Recipient-Executed Activities:

Carry out activities to establish an integrated social protection system including:

a) providing an interim data collection and storage services pending the establishment of the necessary infrastructure in the Ministry of Gender, Children and Social Protection;
b) supplying and installing information technology infrastructure and purchasing complementary equipment;
c) developing an integrated management information system and social registry database;
d) Collecting, processing, storing and sharing household poverty data through the social registry;
e) Undertaking communications activities to complement the Social Registry rollout;
f) Strengthening operational systems for efficient social safety net delivery, including payment mechanisms;
g) designing a monitoring and evaluation system and conducting a process evaluation and spot checks on the data collection processes; and
h) building the capacity of key Government staff on the use of the Integrated Management Information System and Social Registry

B. CATEGORIES OF EXPENDITURE

USAID and the Bank agree that Allowable Costs as set out in standard provision entitled "Allowable Costs" shall include the following categories of expenditures

1. Eligible Categories of Expenditures for Bank-executed activities:

   (a) staff costs (excluding short term consultants and temporaries),
   (b) short-term consultants and temporaries;
   (d) contractual services;
   (e) media, workshops, conferences and meetings;
   (f) equipment and office premises lease cost;
   (g) equipment purchased; and
   (h) travel expenses.

2. For purposes of this section: (i) "staff costs (excluding short term consultants and temporaries)" includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and (ii) "short term consultants and temporaries" includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

3. The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the Development Partner Center website, as such rate may be revised
from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.

ATTACHMENT 3

1. MANDATORY STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS (PIOS)

1. ALLOWABLE COSTS (APRIL 2011)
   a. The grantee must use funds provided under the award for costs incurred in carrying out the purposes of the award which are reasonable, allocable, and allowable.
      (1) "Reasonable" means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
      (2) " Allocable" means the costs are necessary to the award.
      (3) " Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the award.
   b. The grantee is encouraged to obtain the Agreement Officer’s written determination in advance whenever the grantee is uncertain as to whether a cost will be allowable.

2. AMENDMENT (APRIL 2011)
   The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the grantee.

3. NONLIABILITY (APRIL 2011)
   USAID does not assume liability for any third party claims for damages arising out of the award.

4. NOTICES (APRIL 2011)
   Any notice given by USAID or the grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the grantee should be sent to the grantee’s address shown in the award or to such other address designated in the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

5. PAYMENT (PERIODIC ADVANCE) (BANK/IFC SEPTEMBER 2011)
   a. Periodic advances will be limited to the minimum amounts needed to meet the grantee’s current disbursement needs and must be scheduled so that the funds are available to the grantee as close as is administratively possible to the actual disbursements by the grantee for program costs. Periodic advance requests may be established to meet the grantee’s cash requirements for periods up to 30 days.
   b. The grantee may submit requests for advances to the paying office specified in the award letter as often as may be necessary to meet ongoing disbursing needs. An advance may not exceed 30 days disbursing needs. Subject to Chief Financial Officer (CFO) or Mission Controller approval (as appropriate), requests may be submitted every 30 days covering a 30-day period; or three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or two requests for up to 90 days each may be submitted to be automatically disbursed in 30-day increments. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested. Cash advances made by the grantee to secondary grantees or the grantee’s field
organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the grantee (i.e., up to 30 days to satisfy disbursements).

c. The grantee must submit an SF-425, Federal Financial Report (HTU http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf [HT]), quarterly, no later than 30 days after the end of the period, to the paying office specified in the award in order to liquidate advances outstanding. The report must show disbursements, advances received, and any cash remaining on hand for the period covered by the report. Within 180 days following the expiration of the award, the grantee must submit an SF-425(HTU http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf [UT] showing total disbursements, total advances received, and any cash remaining on hand, which the grantee must refund to USAID. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

6. **AUDIT AND RECORDS (BANK/IFC JULY 2011)**

The Grantee shall maintain separate records and ledger accounts in respect of the Grant deposited in TF # TF072727 and disbursements made therefrom.

The Grantee shall furnish to USAID current financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Grants in TF# TF072727 via the World Bank's Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under TF# TF072727 have been satisfied and TF# TF072727 has been closed, the final financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Grants in TF# TF072727 will be made available to USAID via the World Bank’s Trust Funds Donor Center secure website.

The Grantee shall provide to USAID, within six (6) months following the end of each Grantee fiscal year, an annual single audit report, comprising (1) a management assertion together with an attestation from the Grantee’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (2) a combined financial statement for all cash-based trust funds together with the Grantee’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the Grantee.

If USAID wishes to request, on an exceptional basis, a financial statement audit by the Grantee’s external auditors of the Trust Fund, USAID and the Grantee shall first consult as to whether such an external audit is necessary. The Grantee and USAID shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Grantee shall arrange for such external audit and shall provide a copy to USAID. The costs of any such audit, including the internal costs of the Grantee with respect to such audit, shall be paid by USAID.

[The Bank shall provide USAID with copies of all financial statements and auditors’ reports received by the Bank from the recipient[s] pursuant to the sub-grant Agreement[s]. [ADD FOR RETF]]

7. **REFUNDS (BANK/IFC JULY 2011)**

a. If the grantee earns interest on Federal advances before expending the funds for program purposes, the grantee must remit the interest annually to USAID.

b. Funds obligated by USAID, but not disbursed to the grantee before the award expires or is terminated will revert to USAID, except for funds committed by the grantee to a legally binding transaction applicable to the award. Any funds advanced to, but not disbursed by, the
grantee before the award’s expiration or termination must be refunded to USAID, except for funds committed by the grantee to a legally binding transaction applicable to the award.

c. If, at any time during the life of the Award, or as a result of an audit conducted under the provisions of this award, it is discovered that USAID funds provided under the Award have been expended for purposes not in accordance with the terms of the Award, then the Grantee must refund the amount to USAID as determined by the Grantee’s policies and procedures, which provide for such reimbursement if the misuse of funds is a substantive deviation rather than procedural and falls within the Grantee’s exercise of its responsibilities, and by the parties in accordance with the dispute resolution provisions of this Award.

8. AWARD BUDGET LIMITATIONS AND REVISIONS (APRIL 2011)

a. The approved award budget is the financial expression of the grantee’s program as approved during the award process. USAID is not obligated to reimburse the grantee for any costs incurred in excess of the total amount obligated under the award.

b. The grantee must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved award budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the program or to add any new activity.

(2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.

(3) Additional funding is needed.

(4) The grantee expects the amount of USAID authorized funds to exceed its needs by more than $20,000 or ten percent (10%) of the USAID award, whichever is greater.

c. The grantee will not be obligated to continue performance under the award (including actions under the “Termination Procedures” provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Agreement Officer notifies the grantee in writing that the obligated amount has been increased and specifies the new award total amount.

9. TERMINATION PROCEDURES (BANK/IFC JULY 2011)

The award may be terminated by either party, in whole or in part, at any time with 90 days written notice of termination. After receiving a termination notice from the Agreement Officer, the grantee must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The grantee may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the grantee must repay to USAID all unexpended USAID funds that are not otherwise obligated by a legally binding transaction applicable to the award. If the funds paid by USAID to the grantee before the effective date of termination are not sufficient to cover the grantee’s obligations under a legally binding transaction, then the grantee may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the grantee under the claim in accordance with the “Allowable Costs” provision of the award and eligible expenditures and activities set out in Attachment 2.

10. FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION (BANK/IFC JULY 2011)

To the extent not inconsistent with other provisions of the Award, USAID and the Recipient understand that funds made available to the Recipient must be administered in accordance with the
Recipient's own policies and procedures, including its financial, procurement and evaluation policies and procedures.

11. **DISPUTE RESOLUTION (APRIL 2011)**

USAID and the grantee will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the award.

12. **TITLE TO AND DISPOSITION OF PROPERTY (BANK/IFC JULY 2011)**

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the grantee during the life of the award. At the end of the award, property financed under the award will be transferred in accordance with the grantees' policies and procedures.

13. **DISABILITY POLICY (BANK/IFC JULY 2011)**

The Grantee has an established practice of not discriminating against persons with disabilities in the implementation of Grantee's activities and hiring of Grantee's staff. Consistent with its policies, procedures, and guidelines and depending on the scope of the activities, the Grantee commits to include men and women with disabilities and benefit children with disabilities in the award activities.

14. **TERRORIST FINANCING CLAUSE (EBRD AND BANK) (APRIL 2011)**

Recognizing the obligations of the United States and other member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Grantee undertakes to use reasonable efforts, consistent with the agreement establishing the Grantee and its own policies, including those pertaining to combating financing for terrorists, to ensure that the funds provided under the award are used for their intended purposes and are not diverted to terrorists or their agents.

To the extent the Grantee may use the funding provided by USAID under the award for the purpose of providing awards to or entering into contracts with other grantees, the Grantee will include a provision in each award agreement or contract between the Grantee and each grantee that the grantee:

1. will not use the proceeds of the award or contract for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the grantee's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations (HTUhttp://www.un.org/en/documents/charter/chapter7.shtmlUT), including under S/RES/1373 (2001) (HTUhttp://www.undemocracy.com/S-RES-1373(2001).pdfUT) and related resolutions, and

2. will include a corresponding provision in any sub award agreements or subcontracts that the grantee enters into with entities to which the grantee makes the USAID award funding available.

II. **REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR COST-TYPE AWARDS TO PUBLIC INTERNATIONAL ORGANIZATIONS**

The following standard provisions must be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 308.3.12 (HTUhttp://www.usaid.gov/policy/ads/300/308.pdfUT).

1. **Investment Promotion (April 2011) (Bank/IFC activities should not include prohibited or “gray-area” activities under ADS 225)**

2. **PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS (BANK/IFC JULY 2011)**
The Grant shall be administered in accordance with the Grantee's applicable policies and procedures, as the same may be amended from time to time, including its framework to prevent and combat fraud and corruption and its screening procedures to prevent the diversion of Grantee resources to drug traffickers, in line with the Grantee's obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the Charter of the United Nations. USAID acknowledges that this provision does not create any obligations of the Grantee under the anti-drug trafficking and asset control laws, regulations, rules and executive orders of an individual member country that may apply to USAID, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Grantee.

3. Prohibition on Police Assistance (April 2011) (SHOULD NOT BE APPLICABLE TO THE BANK/IFC)

4. Prohibition on Assistance to Military or Paramilitary (April 2011) (SHOULD NOT BE APPLICABLE TO THE BANK/IFC)

5. Publications and Media Releases (Bank/IFC July 2011)
   (This provision is applicable when publications are financed under the award.)

   a. If the grantee intends to identify USAID's grant to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

   "This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of __________, Bureau for __________, U.S. Agency for International Development, under the terms of Award No. __________. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

b. The grantee must provide USAID with one copy of all published works developed under the award and with lists of other written works produced under the award or a link to the relevant website.

c. Except as otherwise provided in the terms and conditions of the award, the author or the grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

6. Reporting of Foreign Taxes (Bank/IFC July 2011)

   The grantee is not subject to taxation of activities implemented under the award based on its privileges and immunities as a public international organization (PIO). The Grant provided may not be used to pay taxes.