June 21, 2013

Dr. Mahabub Hossain
Executive Director
BRAC
75 Mahakhali, Dhaka 1212
Bangladesh

People’s Republic of Bangladesh: JSDF Grant for Safe Migration for
Bangladeshi Workers Project
Grant No. TF098993

Dear Dr. Mahabub Hossain:

In response to the request for financial assistance made on behalf of BRAC (the “Recipient”), I am pleased to inform you that the International Development Association (“World Bank”), as administrator of grant funds provided by Japan (“Donor”) under the Japan Social Development Fund, proposes to extend to the Recipient, for the benefit of the People’s Republic of Bangladesh (“Member Country”), a grant in an amount not to exceed two million five hundred eighty-two thousand four hundred sixty United States Dollars (U.S.$2,582,460) (“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 with 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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within sixty (60) days from the date of the Agreement, unless the World Bank shall have established a later date for such purpose.
Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Christine Kimes
Acting Head of Office Bangladesh
For the Country Director

AGREED:
BRAC

By:
Authorized Representative
Name: DR. MAHABUB HOSSAIN
Title: EXECUTIVE DIRECTOR
Date: JUNE 21, 2013

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

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

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) “BRAC” means BRAC, a society established and operating pursuant to its Memorandum of Association and Rules and Regulations dated March 21, 1972, with registration no.3695-3/45 under the Societies Registration Act of 1860, having its registered office at 75, Mahakhali, Dhaka 1212, Bangladesh, and any successor thereto.

(b) “Community Based Organizations” or “CBOs” mean community-based organizations operating or to be established in areas with large migration population that will provide potential migrant workers with accurate and timely access to information and services for safe migration and ensure that potential migrants are well informed as they decide on whether to pursue migration.

(c) “Non-Governmental Organizations” or “NGOs” mean non-governmental organizations operating in the Member Country’s territory, which shall be selected to receive Sub-grants in accordance with the criteria set out in the Operations Manual (as hereinafter defined).

(d) “Operating Costs” means operating costs required for the Project including consumable materials and supplies, communications, mass media and printing services, vehicle rental, operation and maintenance, charges for the opening and operation of bank accounts required for the Project, and travel, lodging and per diems, but excluding salaries of staff of the Recipient.

(e) “Operations Manual” means the manual referred to under paragraph 2.03 (a) of the Annex, to be adopted by the Recipient, approved by the World Bank, as such manual may be revised from time to time with the prior written consent of the World Bank.

(f) “Safe Migration Facilities Centers” or “SMFC” means the centers to be established providing CBO capacity building, and supporting services delivery for migrants in a two district area.

(g) “Sub-grants” means grants to be provided to: (i) CBOs to finance start-up costs, delivery of safe migration orientation/training and other migration-related support services as referred to under Part 1(i) of paragraph 2.01 of the Annex; and (ii) CBOs and NGOs for innovative proposals to address training gaps and
services needed by migrants and potential migrants as referred to under Part 2(b) of paragraph 2.01 of the Annex.

(h) “Sub-grant Agreements” means agreements to be entered into between the Recipient and CBOs or NGOs providing for the provision of Sub-grants by the Recipient to CBOs or NGOs and the latter’s obligations in carrying out Subprojects, and “Sub-Grant Agreement” means any one of such Grant Agreements.

(i) “Subprojects” means activity financed, or eligible to be financed, out of the proceeds of a Sub-grant under Parts 1(i) and 2(b) of the Project.

(j) “Training” means training conducted in the territory of the Recipient, including purchase and publication of materials, rental of facilities, course fees, and travel and subsistence of trainees

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to reduce vulnerability of migrant workers and their families in up to eighty (80) upazilas through, inter alia, a demonstration pilot that (i) provides better access to accurate and timely information and services for safe migration; and (ii) establishes and strengthens CBOs in order to reduce dependency of migrants on middlemen. The Project consists of the following parts:

Part 1: Identification and Establishment of CBOs to Protect Migrants Rights and Promote Safe Migration Services

Establishment and strengthening of CBOs, including: (i) provision of Sub-grants to finance start-up costs, delivery of Safe Migration orientation/training and other migration-related support services; (ii) training of CBO Facilitators and Migration Associates; and (iii) establishment of ten (10) SMFC.

Part 2: Pre-Departure Preparation to Promote Safe Migration

(a) Provision to beneficiaries of: (i) information on and linkages to affordable financial instruments to cover the costs of migration, including the provision of training and services for the establishment of revolving funds to support upfront migration costs; (ii) training and information to prepare for migration; (iii) information and training for improved management and use of remittances; and (iv) information and education campaigns in communities to raise awareness of migration issues.

(b) Provision of Sub-grants to CBOs and NGOs for innovative proposals to address training gaps and services needed by migrants and potential migrants.

Part 3: Project Management, Monitoring and Evaluation, and Knowledge Dissemination

Provision of financing for overall management of the Project, including establishment of a monitoring and evaluation system.
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: (a) the provisions of 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) The Recipient shall prepare and adopt within three months after the signature of this Grant Agreement an Operations Manual, acceptable to the World Bank, which manual, *inter alia*, shall include the description of: (i) implementation arrangements; (ii) procurement procedures and standard procurement documentation; (iii) reporting requirements, financial management and audit procedures; (iv) monitoring and evaluation arrangements; (v) fair and transparent selection criteria for CBOs, NGOs and of Subprojects; (vi) the model form of a Sub-grant Agreement to be signed between the Recipient and CBO or NGO; and (vii) implementation, procurement, disbursement, supervision and reporting requirements to be included in the Sub-grant Agreement for a Subproject.

(b) The Recipient shall not assign, amend, abrogate or waive the Operations Manual or any provisions thereof if, in the opinion of the World Bank, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendment to the said manual shall be made with the prior agreement of the World Bank. In case of any conflict between the provisions of the Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall govern.

2.04. **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 Japan Social Development Fund’s 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 Japan Social Development Fund to visit any party 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 one month 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 (6) 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 one month after the end of each six months, covering the six months, in form and substance satisfactory to the World Bank.

(c) 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. Such audit of the Financial Statements shall cover the period: (i) from the beginning of the Project until December 31, 2014; and (ii) from January 1, 2015 until the end of the Project, during which withdrawals from the Grant Account were made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) 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 (“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 (“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.

(i) 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.

(ii) The term “Procurement Laws” means the Member Country’s Public Procurement Act 2006, the Member Country’s Public Procurement Rules, 2008 (as amended in August 2009), and the Member Country’s Public Procurement Act (1st Amendment) 2009.
(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 specified in the Procurement Plan: (A) National Competitive Bidding, and (B) Request for Quotation Method, following the procedures of the Procurement Laws subject to paragraph (iii) below, and (C) Direct Contracting; in accordance with procedures which have been found acceptable to the World Bank.

(iii) The following provisions apply to the contracting of goods and non-consulting services under National Competitive Bidding, using bidding documents acceptable to the World Bank:

(A) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder;

(B) bids should be submitted and opened in public in one (1) location immediately after the deadline for submission;

(C) rebidding shall not be carried out, except with the World Bank’s prior agreement’

(D) lottery in award of contracts shall not be allowed;

(E) bidders’ qualification/experience requirement shall be mandatory;

(F) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and

(G) single stage two (2) envelope procurement system shall not be allowed.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in sub-paragraph (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) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’
Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of Individual Consultants; and (G) Single-source 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) 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 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 U.S.$)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants' services, Training, and Operating Costs</td>
<td>1,853,564</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants</td>
<td>728,896</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,582,460</td>
<td></td>
</tr>
</tbody>
</table>

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 counter signature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed $10,000 equivalent may be made for payments made prior to this date but on or after April 1, 2013, for Eligible Expenditures.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is three years after the date of countersignature of this Agreement by the Recipient.
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 Executive Director.

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

BRAC  
75 Mahakhali, Dhaka 1212  
Bangladesh

Facsimile:  
+880 2 8823614, 8823542

4.03. **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: INDEVAS  
Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391