The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
1818 H Street N.W.
Washington, D.C. 20433
U.S.A.
(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS

May 24, 2013

Honorable Tom Murdoch
Minister of Finance and Economic Development
Ministry of Finance and Economic Development
P.O. Box 26, Bairiki
Tarawa
Republic of Kiribati

Re: Kiribati: IDF Grant for Improving Services for Victims of Gender-Based and Domestic Violence Project
IDF Grant No. TF014048

Honorable Minister,

In response to the request for financial assistance made on behalf of the Republic of Kiribati (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”) proposes to extend to the Recipient a grant from the World Bank’s Institutional Development Fund (“IDF”) in an amount not to exceed four hundred thousand United States Dollars (U.S.$400,000) (“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”).

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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World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

By /s/ Franz R. Drees-Gross
Franz R. Drees-Gross
Country Director
Timor-Leste, Papua New Guinea & Pacific Islands
East Asia and Pacific Region
AGREED:
THE REPUBLIC OF KIRIBATI

By

Authorized Representative

Name
D. H. MURDOCH

Title
Hon. Minister MTEP

Date: 29/05/2003

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006

cc. Hon. Teima Onorio
Minister and Vice President
Ministry of Internal and Social Affairs
Bairiki PO Box 75
South Tarawa
Republic of Kiribati
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.

(a) “Donor Community” means all entities, private, public, national, bilateral or multilateral, which are involved in the fight against GBV and DV in the Recipient’s territory.

(b) “DV” means Domestic Violence.

(c) “GBV” means Gender-Based Violence.

(d) “SafeNet Committee” means the Recipient’s committee of non-governmental organizations and Government agencies that provide services and support to victims of family violence, as created and operating under the SafeNet Memorandum of Understanding dated June 2012, or any successor thereto.

(e) “MISA” means the Recipient’s Ministry of Internal and Social Affairs, or any successor thereto.

(f) “MoFED” means the Recipient’s Ministry of Finance and Economic Development, or any successor thereto.

(g) “Operational Manual” means a manual prepared and to be adopted by the Recipient, found satisfactory to the World Bank, which shall contain, inter alia: (i) the procedures for procurement of goods, and consultants’ services, as well as for financial management and audits under the Project; (ii) the indicators to be used in the monitoring and evaluation of the Project; (iii) flow and disbursement arrangements of Project funds; and (iv) the Procurement Plan.

(h) “Printing and Communication” means, in relation to the Project: (i) reasonable cost incurred by the Project to print the final report under Component 1 of the Project; and (ii) reasonable cost incurred by the Project to carry out any communication and awareness campaign on issues related to GBV and DV.

(i) “Training and Workshops” means, in relation to the Project: (i) reasonable travel, room, board and per diem expenditures as incurred by trainers, and trainees; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses, in each case as approved by the World Bank based on annual budgets acceptable to the World Bank.

(j) “WDD” means the Recipient’s Women’s Development Division, established within the Recipient’s Ministry of Internal and Social Affairs, or any successor thereto.
Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to support the Recipient to improve: (i) access to services for victims of gender-based violence ("GBV") and in particular domestic violence ("DV"); and (ii) reporting and data collection of GBV and DV in the Recipient’s territory. The Project consists of the following three components:

Component 1: National Workshop and Diagnostic Study on Services Available for Victims of Gender-Based and Domestic Violence

Support MISA and WDD to undertake a diagnostic study on capacity constraints in the Recipient’s institutions and services which aim to protect and support women who are victims of, or vulnerable to, GBV or DV, through: (a) a National Workshop on GBV and DV with SafeNet Committee service providers and the Donor community that will form the basis of a diagnostic study; and (b) preparation of a final report outlining the available services and identifying the existing gaps to assist WDD and the SafeNet Committee to undertake at least two prioritized and targeted Pilot Sub-Projects under Component 2.

Component 2: Pilot Sub-Projects

Carry out at least two demand-driven Pilot Sub-projects based on the outcomes of Component 1 to strengthen core capacity of frontline responders to standardize the provision of services to victims of GBV or DV, strengthen co-ordination and referral services, and training service providers in responding sensitively and in a timely fashion to the needs of the victims.

Component 3: Strengthen Reporting, Data Collection and Monitoring of GBV

Strengthen the Recipient’s capacity to collect and analyze data to respond to incidents of GBV and DV through the design of a database, along with the provision of computer equipment, software and training to the SafeNet Committee and WDD.

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 through MISA and WDD, 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. The Recipient shall vest the overall responsibility for the implementation of the Project in MISA. MISA shall, through the WDD (Project Management Unit), manage all technical aspects of the Project. The Kiribati central fiduciary support unit within MoFED, under the leadership of the WDD will be responsible for procurement and financial management of the Project.

The SafeNet committee shall meet at least twice a year to follow up on the status of implementation of the Project.

The Recipient shall, not later than one (1) month after the Effective Date, prepare, adopt and thereafter maintain throughout the period of the Project an Operational Manual in form and substance satisfactory to the World Bank.
2.04. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and, upon the World Bank’s request, 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, as indicated in the Operational Manual. Each Project Report shall cover such period as shall be indicated in the Operational Manual and shall be furnished to the World Bank not later than forty-five days after the end of such period.

(b) The Recipient shall, upon the World Bank’s request, 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 five 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 as part of the Project Report not later than forty-five days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall, upon the World Bank’s request, have its Financial Statements 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 date of the World Bank’s request.

2.06. **Procurement**

(a) **General.** All goods, 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:


(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.** 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.** Goods shall be procured under contracts awarded on the basis of Shopping and Direct Contracting.

(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 may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Selection of Individual Consultants; and (B) Single-source procedures for the Selection of Individual Consultants; (C) Consultant Qualification Selection and (D) Single Source Selection.

(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 USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>60,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ Services</td>
<td>246,200</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Training and Workshops</td>
<td>83,800</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Printing and Communication</td>
<td>10,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>400,000</strong></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 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 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 Minister of Finance.

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

Ministry of Finance and Economic Development  
P.O. Box 26, Bairiki  
Tarawa  
Republic of Kiribati

Cable: MINFIN  
Facsimile: (686) 21307

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  
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