Ms. Lora Wuennberg  
Country Director  
CARE Nepal  
4/2888 – SAMATA, Bhawan  
Lalitpur, Nepal

Dear Ms. Wuennberg:

Re: SPF Fund Grant No. TF0A2450  
Integrated Platform for Gender Based Violence Prevention and Response in Nepal  
Project  
Letter Agreement

In response to the request for financial assistance made on behalf of CARE Nepal ("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 Nepal ("Member Country"), a grant in an amount not to exceed five hundred thousand United States Dollars (U.S.$500,000) ("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 Parts 1.6, 1.7, 2.2, 2.3, 2.4, 3.4, 3.5, 3.6 and 4 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 Donors. 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 Donors 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 on the date upon which the World Bank dispatches to the Recipient the notice required pursuant to Section 5.02 of the Annex to this Agreement.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Bigyan Pradhan
Acting Country Manager, Nepal
South Asia Region

AGREED:
CARE NEPAL

By:
Authorized Representative

Name: Lora Wuennenberg
Title: Country Director
Date: 2/5/16

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) "Incremental Operating Costs" means the reasonable costs for the incremental expenses incurred by the Recipient on account of Project implementation, consisting of vehicle rental, operation and maintenance, communication and insurance costs, banking charges, office building expenses including rent, utilities and fuel for generator, office (and office equipment) maintenance, stationeries, document duplication/printing consumables, travel costs and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries and allowances of staff of the Recipient assigned to Project implementation, support and oversight.

   (b) "NWC Agreement" means the letter agreement of even date herewith between the World Bank and the Member Country, as defined herein, for the financing of Parts 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 3.1, 3.2, 3.3 and 4 of the Project.

   (c) "NWC" means National Women Commission, the constitutional body established in accordance with articles 252-254 of the Member Country’s Constitution of 2015, whose mandate is, among others, to formulate policies and programs regarding women welfare and to carry out research and studies regarding gender equality and women empowerment.

   (d) "Project Operations Manual" means the manual to be adopted by the National Women Commission, setting forth implementation, organizational, administrative, monitoring and evaluation, financial management, disbursement, and procurement arrangements for purposes of Project implementation, including procedures for selecting members of the project steering committee, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such implementation plan.

   (e) "Training and Workshops" means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of
training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods).

(f) “Vulnerable Community Development Plan” or “VCDP” means the plan dated April 2016, adopted by the NWC and disclosed on NWC’s website on April 12, 2016, setting out a program of actions, policies and strategies designed to protect vulnerable groups, especially women and girls and including the indigenous peoples affected by Project activities and to maximize the benefits accruing to such peoples and communities under the Project, as the same may be modified from time to time with the prior written agreement of the World Bank.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to raise awareness about, and improve response to, Gender Based Violence (GBV) in Nepal. The Project consists of the following parts:

Part 1: Setting up GBV Helpline to Improve Access to Support Services for Survivors

1.1 Establishment of an information and communication technology (ICT) infrastructure to set up a helpline to support services to survivors of GBV.

1.2 Provision of training for to staff of the helpline.

1.3 Developing procedures and guidelines regarding safe and ethical considerations in providing support to victims through the helpline.

1.4 Developing a system for case management, processing and registrations.

1.5 Organizing communication and outreach awareness events to disseminate information and inform the population about the availability of services through the helpline.

1.6 Provision of technical support to NWC for the development of protocols and guidelines under Part 1.3 of the Project.

1.7 Developing a communication and outreach strategy in support of the helpline.

Part 2: Preventing GBV by Empowering Youth

2.1 Implementing the digital storytelling platform designed under Part 2.4 of the Project.
2.2 Organizing workshops to raise awareness of the male population’s engagement to ending GBV.

2.3 Designing and implementing social media campaign for youth on GBV.

2.4 Designing a storytelling platform that will be used to educate and empower youth in communities and schools.

Part 3: Tracking Impact

3.1 Developing a set of detailed indicators to measure the overall Project-level outputs and outcomes beyond the Project’s results framework.

3.2 Designing a client survey on the quality of services provided through the helpline for the development of service standards.

3.3 Conducting research and disseminating research data for policy advocacy on GBV.

3.4 Providing training to NWC staff on data collection and analysis to monitor and evaluate achievements of the Project objectives.

3.5 Developing indicators for monitoring quality of services through collaborative process with NWC and service providing agencies.

3.6 Provision of technical assistance to NWC on GBV research and policy advocacy, including training to NWC staff on usage of data generated by case management systems for policy advocacy and further research.

Part 4: Project Implementation

Support for Project implementation, supervision and management.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 1.6, 1.7, 2.2, 2.3, 2.4, 3.4, 3.5, 3.6, and 4 of 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.**

*Annul Work Plans*
(a) The Recipient shall prepare and furnish to the World Bank by not later than June 30 of each year, beginning from the date of the effectiveness of the Grant, during the implementation of the Project, or such later date as the World Bank may agree, for the World Bank’s no-objection, annual work plans containing eligible Project activities and Eligible Expenditures proposed to be included in the Project in the following calendar year. The annual work plan shall be composed of the updated Procurement Plan and the updated training plan, as well as the budget for Project activities in the next twelve (12) calendar months.

(b) The Recipient shall ensure that the Project is implemented in accordance with the annual work plan accepted by the World Bank for the respective calendar year, provided, however, that in the event of any conflict between the annual work plan and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(c) The Recipient shall not make or allow to be made any change to the annual work plans without the World Bank’s prior no-objection in writing.

*Project Operations Manual*

(d) The Recipient shall carry out the Project in accordance with the provisions of the Project Operations Manual.

(e) Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Project Operations Manual or any provisions thereof. In the event of a conflict between the provisions of the Project Operations Manual and those of this Agreement, the latter shall govern.

2.04. *Safeguards.* (a) The Recipient shall: (i) carry out the Project in accordance with the VCDP pursuant to the objectives, policies, procedures and other provisions set forth therein, in a manner and substance satisfactory to the World Bank; and (ii) refrain from taking any action, or consenting to an action to be taken, which would prevent or interfere with the implementation of the VCDP, including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the World Bank.

(b) In the event of any conflict between the provisions of the VCDP, on the one hand, and the provisions of this Agreement, on the other hand, the provisions of this Agreement shall prevail.

2.05. *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 Donor'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 Donors to visit any part of the Member Country’s territory for purposes related to the Project.
2.06. **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 (1) 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 months after the Closing Date.

2.07. **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 (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 such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

2.08. **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:


(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: (A) Limited International Bidding; (B) National Competitive Bidding, subject to the additional provisions set out in item (iii) below; (C) Shopping; (D) Direct Contracting; (E) Procurement from appropriate UN Agency; (F) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (G) Community Participation procedures which have been found acceptable to the World Bank.

(iii) National Competitive Bidding: The following additional procedures shall apply to goods and non-consulting services procured on the basis of National Competitive Bidding:

A. Only the model bidding documents for National Competitive Bidding agreed with the Association (as amended from time to time), including qualification criteria shall be used;

B. Bid documents shall be made available, by mail or in person, to all who are willing to pay the required fee;

C. Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders;

D. Bids shall be opened in public in one place, immediately after the deadline for submission of bids;

E. Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm declared as the lowest evaluated bidder shall
be given a reasonable opportunity of registering, without let or hindrance;

F. Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format and specified period agreed with the Association and contracts shall be awarded to the lowest evaluated bidders;

G. Rebidding for contracts under the Association's prior review requirement shall not be carried out without the prior concurrence of the Association;

H. Extension of bid validity for contracts under the Association's prior review requirement shall not be allowed without the prior concurrence of the Association (A) for the first request for extension if it is longer than four (4) weeks and (B) for all subsequent requests for extension irrespective of the period; and

I. There shall not be any restrictions on the means of delivery of the bids.

(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) 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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (G) Selection of appropriate UN Agency; (H) Selection of Individual Consultants; and (I) Single-source procedures for the 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>(1) Goods, non-consulting services, consultants’ services, Training and Workshops, and Incremental Operating Costs for Parts 1.6, 1.7, 2.2, 2.3, 2.4, 3.4, 3.5, 3.6 and 4</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>500,000</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 this Agreement.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 4, 2019.

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, namely that any event has occurred which gives the World Bank the right to suspend disbursements under the NWC Agreement.
Article V
Effectiveness

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.

(a) This Agreement has been duly countersigned on behalf of the Recipient; and

(b) The NWC Agreement has been duly countersigned on behalf of the Member Country.

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.

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 Country Director.

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

CARE Nepal
4/288 – SAMATA Bhawan
Lalitput, Nepal

Telephone: +977-1-552-2800

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

Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391