June 28, 2013

H. E. Jonas Gbian
Minister of Economy and Finance
Ministry of Economy and Finance
Cotonou, Republic of Benin

Re: Republic of Benin: IDF Grant for Building Stewardship for Food and Nutrition Policies and Programs
IDF Grant No. TF014714

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Benin ("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 seven hundred forty-five thousand eight hundred seventeen United States Dollars (US$745,817) ("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 return 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Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement by ninety (90) days, unless the World Bank shall have established a later date for such purpose.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Madani M. Tall
Country Director for Benin
Africa Region

AGREED:

REPUBLIC OF BENIN

By:

Authorized Representative

Name: Jonas A. GBIAN
Title: Ministre de l'Economie et des finances
Date: 06 AOÛ 2013

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
(3) “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
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; and the following additional terms have the following meanings:

(a) “Food and Nutrition Council” and “FNC” each means the council, created pursuant to presidential decree of No. 2009-245 of June 9, 2009, attached to the President’s office.

(b) “M&E” means monitoring and evaluation.

(c) “Permanent Secretariat” and “PS” each means the secretariat of the Food and Nutrition Council.

(d) “PSDAN” means the nutrition strategic plan for food and nutrition development.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to build stewardship capacity for the development and implementation of nutrition policies and programs by the newly created Food and Nutrition Council. The Project consists of the following parts:

Part 1. Team Building and Management Capacity

Support team building activities, capacity building for change management and management coaching of the Food and Nutrition Council and its Permanent Secretariat (PS/FNC) through: (i) the development of change management skills; and (ii) the strengthening of the FNC’s overall fiduciary management capacity.

Part 2. Monitoring and Evaluation of Nutrition Policy and Programs

Support a system to monitor knowledge management through: (i) the carrying out of an M&E needs and capacity assessment to identify gaps in capacity needed to build and sustain a results-based M&E system; (ii) the development of a harmonized core M&E indicators, tools and guidelines; and (iii) the setting up of an information and knowledge management system.
Part 3. Advocacy and Strategic Communication

Strengthening advocacy and strategic communications by: (i) elaborating strategic documents for planning and advocacy to inform different audiences on the needs and implications of implementing the PSDAN; and (ii) developing targeted orientations for food and nutrition policy stakeholders at different levels, encompassing *inter alia*: policy makers, technical advisers, media, academia and private sector decision-makers.

Part 4. Audit

Carrying out of activities relevant to the completion of the Project's audit.

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 the Permanent Secretariat 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. Without limitations upon the provisions of Section 2.02 above the Recipient shall ensure that the Permanent Secretariat is maintained with structure, mandate, and resources satisfactory to the World Bank. To this end, the Permanent Secretariat shall be responsible for the overall implementation of the Project.

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. Each Project Report shall cover such period as shall be indicated in the World Bank's request and shall be furnished to the World Bank not later than one month after the date of such request.

(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 (5) 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 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 audit of the Financial Statements shall cover the period of one fiscal year of the Recipient except, for the first Financial Statements which shall cover the period from the Effective Date to December 31, 2014. 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.

2.06. **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: (A) Shopping; (B) Direct contracting; and (C) Procurement from United Nations Agencies.

(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 under a Fixed Budget; (B) Least Cost Selection; (C) Selection based on Consultants’ Qualifications; (D) Selection of Individual Consultants; (E) Single-source Selection of consulting firms; and (F) 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: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) 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>117,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ Services</td>
<td>465,817</td>
<td>100%</td>
</tr>
<tr>
<td>(including audit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Training</td>
<td>163,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>745,817</td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section, the term "Training" means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

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 it Minister responsible for finance.
4.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

\[ B.P. 302 \]
\[ Cotonou \]
\[ République du Benin \]

Cable: MINFINANCES 5009 MINFIN or Cotonou 5289 CAA

Telex: (229) 21 30 18 51

Facsimile: (229) 21 31 53 56

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 248423 (MCI) or Washington, D.C. 64145 (MCI)

Telex: 1-202-477-6391