The World Bank
1818 H Street N.W.
Washington, D.C. 20433
U.S.A.
(202) 477-1234
Cable Address: INTBAFRAD

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

Director General
Centre Africain d'Etudes Supérieures en Gestion
Bd. du Général de Gaulle
BP 3802 Dakar, Sénégal

Re: Regiona IDF Grant No. TF012160
(Regional Center for Learning on Evaluation and Results in Africa Project)

Dear Sir:

In response to the request for financial assistance made on behalf of African Center for Higher Education in Management (known as “Centre Africain d'Études Supérieures en Gestion” or “CESAG”) (“Recipient”), established and operating pursuant to the “Statuts du C.E.S.A.G.” dated June 25, 1997 and to the “Accord de Siège entre la Banque Centrale des États de l'Afrique de l'Ouest (BCEAO) et le Gouvernement de la République du Sénégal”, dated March 21, 1977 and its “Avenant” dated May 6, 2009 (“CESAG Instruments”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”) proposes to extend to the Recipient, for the benefit of the West African Economic and Monetary Union's members, as well as for the benefit of the other African countries, a grant from the World Bank's Institutional Development Fund (“IDF”) in an amount not to exceed nine hundred ninety-five thousand, seven hundred ninety United States Dollars ($995,790) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement, which includes the attached Annex (“Agreement”), 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 specified by the World Bank in accordance with Section 5.03 of the Annex to this Agreement (“Effective Date”); provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World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
Authorized Representative

AGREED:
AFRICAN CENTER FOR HIGHER EDUCATION IN MANAGEMENT

By
Authorized Representative

Name: Karamu AMERICAN
Title: Director General
Date: 11/14/12

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
(3) Letter of Representations
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"), with the modifications set forth in the Appendix to this Agreement, 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, and the following term has the following meaning:

"CLEAR Grant Agreement" means the grant agreement to be entered into between the Recipient and the International Bank for Reconstruction and Development ("IBRD") and International Development Association ("IDA"), acting as administrator of grant funds provided under the Multi-Donor Trust Fund for Regional Centers for Learning on Evaluation and Results, providing for a grant in the amount of two hundred sixty-eight thousand nine hundred seventy United States Dollars ($268,970), to assist in the financing of the Project.

Article II
Project Execution

2.01. Project Objectives and Description.

The objective of the Project is to strengthen the capacity of the Recipient to provide customized monitoring and evaluation ("M&E") training and capacity development services to governments and civil society in francophone Africa. The Project consists of the following parts:

(a) Institutional Assessment; Capacity Strengthening:

(i) Assessment of the Recipient's management and administrative capacity and processes; and, on the basis of said assessment, development of an action plan and work program, as well as an operational website and communications strategy, in order to enhance the Recipient's capacity to deliver appropriate M&E and performance management training and advisory services.

(ii) Assessment of the Recipient's professional capacities to deliver M&E services; and on the basis of said assessment, development of a training and staffing program designed to enhance said professional capacities.

(iii) Assessment of the demand for M&E services in the region served by the Recipient.

(iv) Development of a sustainable funding and business plan for the Recipient, said plan to cover the services to be provide for specific demands, the fee structure, and funding and management arrangements for said services.
(v) Provision of goods required for sub-paragraphs (i) through (iv) of this paragraph (a).

(b) M&E and PM Services Offered

(i) Development and implementation of suitable short- and long-term M&E training programs for trainers, government and parliamentary officials and civil society professionals.

(ii) Carrying out of studies to develop an inventory of practical tools for, and good practices in, M&E in countries served by CESAG; such studies to cover economic and impact evaluations of development programs; and dissemination of said tools and good practices.

(iii) Carrying out of a program to enhance the Recipient’s capacity to offer a wide range of technical advisory services, including on designing, implementing and coordinating M&E systems at all levels of government, as well as sectoral program and project evaluations.

(iv) Carrying out of a program to disseminate M&E knowledge, including development of a database of training institutions and professionals with M&E expertise and carrying out of workshops to disseminate M&E knowledge and practices, all so as to promote M&E throughout francophone Africa and generate demand for good governance, obtain stakeholder buy-in to the value of M&E, and develop a strong regional and international network of professional associations involved in M&E.

(v) Provision of goods required for sub-paragraphs (i) through (iv) of this paragraph (b).

(c) Recipient’s M&E System. Development of an appropriate M&E system to enable the Recipient to monitor and evaluate the delivery of its training and advisory services, including development and implementation of an M&E plan, regular data collection, annual reporting, and evaluation of said training and advisory services; and provision of goods required for the purpose.

(d) Audits. Carrying out audits of the use of the proceeds of the Grant and performance by the Recipient of its obligations hereunder.

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 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, 2003 and revised in January 2011 (“Anti-Corruption Guidelines”); and (c) this Article II.
2.03. **Institutional and Other Arrangements.**

(a) **Operational Manual.** The Recipient shall: (i) (A) prepare, under terms of reference acceptable to the World Bank and furnish to the World Bank for its review, a proposed operational manual, including, inter alia, arrangements and procedures for financial management and procurement under the Project; (B) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said manual; and (C) thereafter promptly adopt such manual as shall have been approved by the World Bank; and (ii) thereafter, implement the Project in accordance with said manual as approved by the World Bank and as it may subsequently be modified with the prior written approval of the World Bank ("Operational Manual"); provided, however, that if any provision of the Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall govern.

(b) **Accountant; Procurement Specialist.** The Recipient shall assign at all times throughout Project implementation, an accountant and/or a procurement officer, whose terms of reference, qualifications and experience shall be satisfactory to the World Bank, to be responsible, respectively: (i) for financial management of the Project and use of the Grant proceeds; and (ii) for procurement under the Project.

(c) **Member Country Support.** Prior to undertaking any Project activities in a particular Member Country, the Recipient shall ensure that arrangements acceptable to the World Bank have been made to ensure the Member Country’s support of, and commitment not to interfere in the carrying out of, said activities in said Member Country’s territory.

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 (1) 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. 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, non-consulting services, 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.** 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) National Competitive Bidding, subject to the following additional provisions, namely that the Recipient shall use the World Bank’s Standard Bidding Documents, or other bidding documents which shall have been approved by the World Bank prior to their use; and (B) Shopping.

(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, 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) Least Cost Selection; (B) Selection based on Consultants' Qualifications; (C) Single-source Selection of consulting firms; (D) Selection of Individual Consultants; and (E) 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

5.01. Eligible Expenditures.

(a) 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 and non-consulting services</td>
<td>83,456</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants' Services and Training</td>
<td>912,334</td>
<td>82%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>995,790</td>
<td></td>
</tr>
</tbody>
</table>

(b) For the purposes of this Section, the term “Training” means the reasonable costs, approved by the Association as part of the Procurement Plan, for expenditures associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation, reproduction and publication of training materials, and other costs directly related to course or workshop preparation and implementation.
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 the date three (3) years after the date of countersignature of this Agreement by the Recipient.

**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 the CESAG Instruments are amended, suspended, abrogated, repealed or waived so as, in the opinion of the World Bank, to materially and adversely affect the ability of the Recipient to perform any of its obligations under this Agreement.

**Article V**
**Effectiveness; Termination**

5.01. **Effectiveness Conditions.** 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) The CLEAR Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

(b) The Operational Manual has been adopted in accordance with the provisions of Section 2.03(a) of this Annex.

(c) The accountant and/or procurement officer referred to in Section 2.03(b) of this Annex have been assigned in accordance with the provisions of said Sections.

(d) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary corporate action.

(e) If World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

5.02. **Legal Opinion.** As part of the evidence to be furnished pursuant to Section 5.01 (d), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. **Effective Date.** 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.

5.04. **Termination for Failure to Become Effective.** This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**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 the Recipient’s director general.

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

Centre Africain d’Etudes Supérieures en Gestion
Bd. du Général de Gaulle
BP 3802 Dakar, Sénégal

Email: courier@cesag.sn
Tel.: +221 33 839 73 60
Facsimile: +221 33 821 32 15

6.03. **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 1-202-477-6391
Facsimile: 34143 (MCI)
APPENDIX
Modifications to the Standard Conditions

The modifications to the “Standard Conditions for Grants Made by the World Bank out of Various Funds”, dated February 15, 2012, are set forth below (all references to Sections and the Appendix are to Sections of and the Appendix to said Standard Conditions):

A. Paragraph (a) of Section 2.07 (Financial Management; Financial Statements; Audits) is modified to read as follows:

“The Recipient shall ensure that: (a) a financial management system is maintained and financial statements (“Financial Statements”) are prepared in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations and financial condition of the Recipient, including the operations, resources and expenditures related to the Project.”

B. Paragraph 17 of the Appendix is modified to read as follows:

17. “Member Country” means the member of the Association or the Bank (or both) in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If such activity is carried out in the territory or more than one such member, “Member Country” refers separately to each such member.”