

**The World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTBAFRAD  
INTERNATIONAL DEVELOPMENT ASSOCIATION  
INDEVAS

1818 H Street N.W.  
Washington, D.C. 20433  
U.S.A.

(202) 477-1234  
Cable Address:  
Cable Address:

CONFORMED

May 5, 2011

International Rescue Committee, Inc. (IRC)  
122 East 42nd Street  
New York, NY 10168-1289  
USA

Attention to: CFO/Vice President, Finance

**Re: Central African Republic / TDRP Grant No. TF098356**  
**Community Reintegration Project**

Dear Madam:

Further to the Central Africa Republic's ("Member Country") request to certain nongovernmental organizations to help address the deteriorating economic and social situation that prevails in some parts of its territory and in response to the request for financial assistance made on behalf of International Rescue Committee, Inc. ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as administrator of grant funds provided under the Transitional Demobilization and Reintegration Program ("TDRP") multi-donor trust fund, proposes to extend to the Recipient for the benefit of Member Country, a grant in an amount not to exceed three million one hundred twenty thousand United States Dollars (US\$ 3, 120,000) ("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"). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds 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 representative 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 only become effective as of the date specified by the World Bank in accordance with Article IV of the Annex to this Agreement.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Jelena Pantelic  
Country Manager for the Central African Republic

**AGREED:**

INTERNATION RESCUE COMMITTEE, INC.

By //s// Patricia Long \_\_\_\_\_  
Authorized Representative  
Name: Patricia Long  
Title: CFO/Vice President, Finance  
Date: May 5, 2011 \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

CENTRAL AFRICAN REPUBLIC

By //s// Sylvain Maliko \_\_\_\_\_  
Authorized Representative  
Name H. E. Sylvain Maliko \_\_\_\_\_  
Title Minister of Planning, Economy and International Cooperation  
Date: May 5, 2011 \_\_\_\_\_

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010;
- (2) Disbursement Letter dated \_\_\_\_\_, 2011, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006;
- (3) Guidelines: “Procurement under IBRD Loans and IDA Credits”, published by the Bank in May 2004 and revised in October 2006 and May 2010;
- (4) Guidelines: “Selection and Employment of Consultants by World Bank Borrowers”, dated May 2004 and revised in October 2006 and May 2010; and
- (5) 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

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 31, 2010 (“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.

## Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to improve access to basic social infrastructure and economic opportunities for local communities in the targeted areas of the Member Country’s northern territories, with a focus on youth and youth associated with armed violence. The Project consists of the following parts:

**Part 1: Agence d’Aide à la Coopération Technique Et au Développement (ACTED).** Carrying out a program of activities to support community recovery in the administrative regions (*préfecture*) of the Ouham-Pende of the Member Country by:

- (a) **Infrastructure Rehabilitation.** (i) Rehabilitating road sections (bridges, culverts, etc.) between Nana Bakassa and Batangafo; (ii) rehabilitating community infrastructure, including approximately fifteen (15) improved wells along the Nana-Bakassa-Paoua / Paoua–Begouladje / Kouki-Batangafo roads, approximately six (6) community agricultural infrastructures (five markets and one slaughter-house) in Paoua, and a road-station in Paoua; and (iii) supporting a program aimed at providing financial assistance and food assistance to community workers in exchange/compensation for their community work through labor intensive approaches.
- (b) **Capacity Building.** (i) building the capacity of targeted village councils (including representatives from youth, women, cattle breeders, farmers, fishers, shopkeepers, artisans, community based organizations and

internally displaced persons, with a particular focus on youth at-risk) on how to become community focal points, debate community interests, foster mobilization and maintain the rehabilitated infrastructure; and (ii) supporting reconciliation activities (e.g., through training) on, *inter alia*, human rights, conflict prevention, conflict resolution and mediation techniques.

- (c) Project Management. supporting the overall day-to-day implementation, visibility, coordination and fiduciary management (including financial management, monitoring and evaluation, procurement, safeguards) related to this Part 1 of the Project.

**Part 2: *International Rescue Committee (IRC)***. Carrying out a program of activities to support community recovery in the administrative regions (*préfecture*) of Nana-Gribizi and Ouham Pende of the Member Country by:

- (a) Supporting Livelihoods. (i) carrying out surveys, studies and assessments on the rural sector in order to, among other, tailor and target civic enterprise training and infrastructure stimulus activities to increase impact and sustainability; (ii) assisting selected producers and/or selected small businesses through the provision of agricultural inputs and equipment (e.g., fast maturing and drought-resistant seeds, seedlings, hoes, machetes, and ox-ploughs), including 1) participation in trainings on agricultural technologies; 2) vouchers for agricultural inputs and equipment; 3) supporting the organization of agricultural fairs; (iii) building the capacity of selected participants (including government technical bodies) on, *inter alia*, market development and competitiveness; (iv) rehabilitating certain economic/market infrastructure, including marketplaces, post-harvest storage facilities and feeder roads through a program aimed at providing financial assistance to community workers in exchange/compensation for their community work using labor intensive approaches.
- (b) Social Reconciliation. (i) supporting social reconciliation aimed at the integration of at-risk youth in targeted communities through, *inter alia*, training, workshops and awareness campaigns; and (ii) supporting the development of conflict resolution mechanisms in targeted communities.
- (c) Project Management. supporting the overall day-to-day implementation, visibility, coordination and fiduciary management (including financial management, monitoring and evaluation, procurement, safeguards) related to this Part 2 of the Project.

**Part 3: *Première Urgence (PU)***. Carrying out a program of activities to support community recovery in the administrative region (*préfecture*) of Ouham-Pende of the Member Country by:

- (a) Infrastructure Rehabilitation and Supporting Livelihoods. (i) rehabilitating road sections of the Paoua-Taley axis through a program aimed at providing financial assistance to community workers in exchange/compensation for their community work using labor intensive approaches; (ii) rehabilitating the Paoua, Taley and Gouzè markets (e.g., concrete platform, installation of approximately 250 stalls, roofs, water evacuation – drainage and provision of enhanced public latrines); (iii) building approximately five (5) storage buildings (including ancillary facilities) along certain selected Paoua axes (Doula, Bobani, Bélé, Kangoutou and Bilakaré); and (iv) assisting selected producers and/or selected communities through the provision of agricultural inputs and equipment (e.g., fast maturing and drought-resistant seeds, seedlings, hoes, machetes, and ox-ploughs) and training.
- (b) Capacity Building. (i) building capacity of local leaders on the definition of development and community priorities in their area of influence; (ii) supporting social reconciliation in targeted communities through, *inter alia*, training, workshops and awareness campaigns; and (iii) providing technical assistance on road maintenance and farming techniques to selected committees and groups.
- (c) Project Management. supporting the overall day-to-day implementation, visibility, coordination and fiduciary management (including financial management, monitoring and evaluation, procurement, safeguards) related to this Part 3 of the Project.

**Part 4: *Solidarités Internationales*.** Carrying out a program of activities to support community recovery in the administrative region (*préfecture*) of Ouham of the Member Country by:

- (a) Supporting Livelihoods. (i) assisting selected producers and/or selected communities through the provision of agricultural inputs and equipment (e.g., fast maturing and drought-resistant seeds, seedlings, hoes, machetes, and ox-ploughs); (ii) building the capacity of such producers and/or such communities in organization, management and operation of such inputs and equipment (through training, workshops and technical assistance) and (iii) rehabilitating/building certain post-harvest infrastructures, including drying areas and storage facilities.
- (b) Social Reconciliation. (i) supporting social reconciliation aimed at creating/revitalizing village committees through, *inter alia*, awareness campaigns, training and workshops; (ii) providing technical assistance to selected producers in order to develop sustainable agricultural practices and introduce innovative farming techniques; and (iii) supporting reconciliation activities in targeted communities through, *inter alia*, training on human

rights, reconciliation, conflict prevention, conflict resolution and mediation techniques.

- (c) Project Management. supporting the overall day-to-day implementation, visibility, coordination and fiduciary management (including financial management, monitoring and evaluation, procurement, safeguards) related to this Part 4 of the Project.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Part 2 of the Project (“Respective Part 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”).

2.03. ***Project Procedures Manual.***

- (a) Procedures Manual.

(a) The Recipient shall: (i) ensure that its Respective Part of the Project is carried out in accordance with the Procedures Manual; and (ii) not assign, amend, abrogate, waive, or otherwise modify, or permit to be assigned, amended, abrogated, waived, or otherwise modified the aforementioned, or any provision thereof, except as the World Bank shall otherwise agree in writing.

(b) In the event of any conflict between the provisions of the Procedures Manual and those of this Agreement, this Agreement shall prevail.

For the purposes of this Agreement, the term “Procedures Manual” means the procedures manual adopted by the Recipient and which is in form and substance satisfactory to the World Bank, outlining the Project’s arrangements and procedures relating to, *inter alia*, implementation, organization, administration, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement.

2.04. ***Safeguards.***

- (a) The Recipient shall (i) prepare and remit to the Member Country, within seventy-five (75) days of the Effective Date, the ESMF and RPF, each in form an substance acceptable to the World Bank; and (ii) upon adoption and disclosure thereof in accordance with Section 8.01(c)(i) of this Annex, carry out its Respective Part of the Project in accordance with the ESMF, PMP and RPF throughout the period of implementation of the Project.
- (b) The Recipient shall, prior to the commencement of any activities under its Respective Part of the Project: (i) when required under the ESMF and/or RPF (as

appropriate), carry out in accordance with the ESMF and/or RPF (as the case may be), an assessment of such activity; and (ii) in the event that on the basis of such assessment, such activity, if carried out, would have a potential for adverse impact, not permit such activity to be carried out until an appropriate environmental management plan, resettlement action plan or other plan, as required, under the ESMF and/or RPF (as the case may be) has been prepared and adopted by the Member Country to mitigate such potential adverse impact.

- (c) In the event of any conflict between the provisions of the ESMF, PMP and/or RPF (as the case may be) and those of this Agreement, the provisions of this Agreement shall prevail.

For the purposes of this Agreement, the terms:

(i) “Environmental and Social Management Framework” or “ESMF” means a environmental and social management framework document (*Cadre de Gestion Environnementale et Sociale*) to be adopted and disclosed by the Member Country for this Project, and which outlines, *inter alia*, the environmental and social screening process to be followed in identifying, assessing, and mitigating the potential adverse environmental and social impacts;

(ii) “Resettlement Policy Framework” or “RPF” means a resettlement policy framework document (*Cadre Politique de Réinstallation*) to be adopted and disclosed by Member Country for this Project containing, *inter alia*, guidelines, procedures, timetables and other specifications to ensure that displaced persons as a result of the Project, if any, are (1) informed about their options and rights pertaining to a resettlement, (2) consulted on, offered choices among, and provided with technically and economically feasible resettlement alternatives, (3) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project, and (4) provided adequate support; and

(iii) “Pest Management Plan” or “PMP” means the pest management plan adopted by the Member Country in connection with the Food Response Project financed by the World Bank (TF092672) and setting forth, *inter alia*, the monitoring and management pest arrangements in the context of the implementation of the Project.

2.05. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of its Respective Part 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 and set forth in the Procedures Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days 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.



(c) The Recipient shall prepare and adopt, no later than sixty (60) days after the Effective Date, project-specific monitoring protocols which are in form and substance acceptable to the World Bank.

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 its Respective Part of the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter (as part of the Project Reports), 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. Such audit of the Financial Statements shall cover the entire period 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 months after the end of such period.

#### 2.07. **Procurement**

(a) General. All goods, works and services required for its Respective Part of 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 under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”), in the case of goods and works; and

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“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 its Respective Part of the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 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 the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Works

(i) Except as otherwise provided in sub-paragraph (ii) below, goods and works 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 works for those contracts specified in the Procurement Plan: (A) National Competitive Bidding; (B) Shopping; (C) Direct Contracting; (D) Procurement from United Nation Agencies; and (E) Community Participation procedures which have been found acceptable to the World Bank.

(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) Quality-based Selection; (B) Least Cost Selection; (C) Selection based on Consultants' Qualifications; (D) Single-source Selection; and (E) 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:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, consultants' services, training, operating costs under its Respective Part of the Project	2,604,000	100%
(2) Works under its Respective Part of the Project	516,000	100%
<b>TOTAL AMOUNT</b>	<b>3,120,000</b>	

For the purposes of this Section: (i) the term “training” means the reasonable costs of training under the Respective Part of the Project, based on the annual work plans and budget acceptable to the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers (other than consultants' services), rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation; and (ii) the term “operating costs” means the reasonable incremental expenditures incurred by the Recipient in the implementation of its Respective Part of the Project, consisting of office space rental, office supplies, communication and insurance, office administration, reasonable bank charges related to the operation of the Designated Account for the Project, utilities, travel, vehicle maintenance, vehicle rental, per diem allowances when on travel, salaries (including benefits) and recruitment and termination costs of contracted employees and a reasonable management fee, acceptable to the World Bank.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:

(a) for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed \$350,000 equivalent may be made for payments made prior to this date but on or after July 1, 2010, for Eligible Expenditures under Category (1); or

(b) under Category (2), until the World Bank has received evidence satisfactory to it that the ESMF and the RPF have each been adopted and publicly disclosed by the Member Country, all in form and substance acceptable to the World Bank.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 30, 2012.

#### **Article IV Effectiveness; Termination**

4.01. 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 shall have been duly executed and delivered by the Recipient, the Member Country and the World Bank;

(b) if World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank in this Agreement, shall not have undergone any material adverse change after the date of this Agreement;

(c) the agreement between the World Bank and Agence d'Aide à la Coopération Technique Et au Développement, the agreement between the World Bank and Premiere Urgence and the agreement between the World Bank and Solidarites International (each a "Co-Grant Agreement", and together, "Co-Grant Agreements") pursuant to which a grant is provided to assist in financing the Project have each been executed and delivered by the parties thereto and all conditions precedent to its effectiveness or to the right of the recipient specified therein to make withdrawals under such agreement (other than the effectiveness of this Agreement) have been fulfilled; and

(d) the Recipient shall have adopted a Procedures Manuel in form and substance acceptable to the World Bank.

4.02. As part of the evidence to be furnished pursuant to Section 4.01(a), 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 (i) on behalf of the Recipient, that this Agreement has been duly authorized by, and executed and delivered on its behalf and is legally binding upon it in accordance with its term.

4.03. 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 4.01 ("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.

4.04. 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 ("Effectiveness Deadline"), 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 V**

### **Additional Remedies**

5.01. *Additional Events of Suspension.* The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) the Member Country has failed to adopt and disclose the ESMF and RPF, each in form and substance and in a manner acceptable to the World Bank, within forty-five (45) days of the date on which the ESMF and RPF were remitted to the Member Country pursuant to Section 2.04(a)(i) of this Annex;

(b) the right to withdraw the proceeds under a Co-financing Agreement has been suspended, canceled or terminated in whole or in part, pursuant to the terms of such Co-financing Agreement; provided that the foregoing shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation or termination was not caused by the failure of the recipient under such Co-financing Agreement to perform any of its obligations thereunder; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement; or

(c) the World Bank has determined after the Effective Date referred to in Section 4.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

## **Article VI**

### **Recipient's Representations and Warranties**

6.01. The Recipient hereby makes the following representations and warranties to the World Bank:

- (a) The Recipient's audited financial statement as of September 30, 2009, a copy of which is publicly available through the Recipient's official website, fairly represents its financial and operating condition as of the date of issuance thereof and since such date there have been no material adverse changes in its financial and operating conditions.
- (b) There is no litigation, arbitration or administrative proceeding or claim which by itself or together with any other such proceedings or claims, would be reasonably

likely to have a material adverse effect on the Recipient's financial and operating conditions, is at present in progress or pending or, to the best of the knowledge, information and belief of the Recipient, having made all proper and reasonable enquiry, threatened against the Recipient or any of its assets.

- (c) The Recipient has no outstanding agreements or liabilities, contingent or otherwise (including tax liabilities), which might materially and adversely affect its financial condition, operations or corporate structure.
- (d) The Recipient has not taken any corporate action, nor have any other steps been taken or legal proceedings started or (to the best of its knowledge and belief, after due enquiry) threatened against it, for its winding-up, dissolution, administration or re-organization or for the enforcement of any encumbrance over all or any of its revenues or assets or for the appointment of a receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer of it or of all or any of its assets which could reasonably be expected to have a material adverse effect on the Recipient's financial and operating conditions.
- (e) No debt of the Recipient is secured by any mortgage, pledge, charge, priority or other lien, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority or other lien.
- (f) There are no existing defaults in repayment of principal of, or interest or other charges on, any debt of the Recipient.
- (g) The execution and delivery by the Recipient of, the performance of its obligations under, the compliance with the provisions of, the exercise of its rights under this Agreement do not and will not:
  - (i) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement, pledge, bond or other instrument or treaty to which it is a party or is subject or which is binding upon it or any of its assets;
  - (ii) contravene or conflict with its constitutive documents and internal rules and regulations; or
  - (iii) contravene or conflict with any law applicable to the Recipient.
- (h) It is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement that it be notarized, filed, recorded, registered or enrolled by the Recipient in any court, public office or elsewhere in its jurisdiction of establishment or that any stamp, registration or similar tax or charge be paid by the Recipient in its jurisdiction of establishment on or in relation to this Agreement.
- (i) No consent of, giving of notice to, or registration with, or taking of any other action in respect of, any governmental agency or other competent authority or agency of its jurisdiction of establishment is required to be obtained, given, made or taken in

connection with the execution, delivery or performance of this Agreement or the carrying out by it of any of the transactions contemplated thereby.

- (j) The Recipient is a non-profit corporation duly established and validly existing under the laws of the State of New York, USA, with full power to own its assets, to carry on its present business, to carry out the Project and to comply with all the terms and conditions of this Agreement, and all corporate and other actions required to authorize the execution and delivery by the Recipient of this Agreement and the performance of its obligations thereunder have been duly taken.
  
- (k) This Agreement, when executed and delivered by the Recipient, constitutes the legal, valid and binding obligations of the Recipient, enforceable against it in accordance with its terms.
  
- (l) The Recipient is duly authorized to operate in the Member Country and to perform its obligations under this Agreement (and carry out the transactions contemplated thereby) and no consent of, giving of notice to, or registration with, or taking of any other action in respect of, any governmental agency or other competent authority or agency in the Member Country is required to be obtained, given, made or taken in connection with the execution, delivery or performance of this Agreement or the carrying out by it of any of the transactions contemplated thereby.
  
- (m) The Recipient or any shareholder thereof (including any individual who indirectly holds shares in the Recipient and the Guarantor) is not subject to any decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations such that the payment of any amount to the Recipient under this Agreement would be prohibited by such decision.

6.02. The Recipient understands that, in making the Grant, the World Bank has relied on the representations and warranties made in Section 6.01 above. Should any material change occur in the condition of the Recipient as herein represented, the Recipient shall promptly inform the World Bank thereof.

## **Article VII**

### **Recipient's Representative; Addresses**

7.01. ***Recipient's Representative.*** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the CFO/Vice President of Finance.

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

International Rescue Committee, Inc.  
122 East 42nd Street  
New York, NY 10168-1289  
Facsimile:  
(212) 551-3186

7.03. **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:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

### **Article VIII Acknowledgement and Agreement of Member Country**

- 8.01. The Member Country is a party to this Agreement solely for the purposes of this Article VIII and it hereby acknowledges and agrees that:
- (a) the Grant shall be provided by the World Bank directly to the Recipient under the terms and conditions of this Agreement;
  - (b) it shall provide its support for, and commitment to, the objectives of the Project and, to this end, covenants and agrees to take all action necessary or appropriate to enable the Recipient to carry out the Project in the territory of the Member Country and to perform its obligations under the Grant Agreement; and
  - (c) without limitation to paragraph (b) of this Section, the Member Country shall:
    - (i) within forty-five (45) days of the date on which the ESMF and RPF is remitted to it pursuant to Section 2.04(a)(i) of this Annex, adopt and publicly disclose such ESMF and RPF in form and substance acceptable to the World Bank;
    - (ii) thereafter, ensure that the Project is carried out in accordance with the ESMF, PMP and RPF throughout the period of implementation of the Project;
    - (iii) take all measures necessary for the carrying out of the ESMF, PMP and RPF in a timely manner; and
    - (iv) in the event that on the basis of an assessment carried out pursuant to Section 2.04(b) of this Agreement, an activity, if carried out, would have a potential for



adverse impact, prepare, adopt and disclose an appropriate environmental management plan, resettlement action plan or other plan, as required, under the ESMF and/or RPF (as the case may be) to mitigate such potential adverse impact; and thereafter, ensure that the agreed aforementioned plan (or plans, as the case may be) is (or are) carried out with due diligence.