

Dated 18-Jan-2024

Mr. Donald Spencer  
Global Grants & Contracts Director  
10 G St. NE Suite 800  
Washington, DC 20002

Re: GPSA Grant Nos. TF0C3740 and TF0C3787  
Green Accountability Project  
Letter Agreement

Dear Mr. Spencer:

In response to the request for financial assistance made on behalf of World Resources Institute (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (“Bank”), acting as administrator of grant funds provided by multiple donors (“Donors”) under the Global Partnership for Social Accountability (“GPSA”) Multi-Donor Trust Fund (the “GPSA Trust Fund”), proposes to extend to the Recipient for the benefit of the Member Countries, a grant from the GPSA Trust Fund in an amount not to exceed four million five hundred United States Dollars (USD \$4,500,000) (“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 the project described in the Annex (“Project”).


This Grant is funded out of the GPSA Trust Fund, for which the 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 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 this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

By   
\_\_\_\_\_  
Juergen Voegele  
Vice President, GGSVP

**AGREED:**

**WORLD RESOURCES INSTITUTE**

By:           DONALD SPENCER            
Authorized Representative

Name: Donald Spencer

Title: Global Grants & Contracts Director

Date:           12-Feb-2024          

Enclosures:

- (1) "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds" dated February 25, 2019
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated February 2017

**GPSA Grant No. TF0C3740 and TF0C3787  
ANNEX**

**Article I  
Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) 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 Section:

- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.
- (b) “Civil Society Organization” or “CSO”: means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes.; and “CSOs” means, collectively and indistinctively, more than one such CSO.
- (c) “Consultants Guidelines” means 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).
- (d) “CLCA” means Community-led Climate Action CSO, a CSO with legal personality and an office in any GPSA country with an independent administrative and governance structure, selected to participate in Section 2.01 Part 3 of this Annex pursuant to the criteria and mechanisms set forth in the Project Operational Manual.
- (e) “CLCA Sub-grant” means the grant to be made to CLCA CSOs out of the proceeds of the Grant, to finance goods, services, and other costs related to technical assistance activities for the carrying out of a Sub-project, subject to specific terms and conditions set forth in the relevant CLCA Sub-grant Agreement.
- (f) “CLCA Sub-grant Agreement” means each agreement to be entered into between the Recipient and each CLCA CSO, respectively, pursuant to the provisions of Section 2.04 (B) of this Annex, satisfactory to the Bank.
- (g) “Domestic Green Accountability” means the country-specific or locally led approach by which civic actors aim to improve the impact and equity of climate action and finance by integrating community, citizen and CSO feedback in collaboration with accountability institutions and other public and private stakeholders to influence, implement and monitor climate agenda and expenditures.
- (h) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 16, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out

to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

- (i) “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
- (j) “Green Accountability” means the approach through which civic actors aim to improve the impact and equity of climate and finance by integrating community, citizen and CSO feedback in collaboration with state accountability institutions and other public and private stakeholders to influence, implement and monitor climate expenditures and action.
- (k) “Innovation Accelerator Hub” means a place (physical or virtual) developed by the Recipient to identify, cultivate and promote tools, strategies and other approaches to common Green Accountability challenges experienced by CLCA CSOs to share learning with practitioners, and other Green Accountability champions.
- (l) “MEL” means a monitoring, evaluation, and learning plan developed by the Recipient to monitor the ongoing progress of project implementation and measure its impacts and outcomes.
- (m) “Partner CSOs” means each CSO with legal personality that has an independent administrative and governance structure, selected to participate in the Project pursuant to criteria and mechanisms set forth in the operations manual
- (n) “Partner CSO Sub-grant Agreement” means the agreements to be entered into between the Recipient and each Partner CSO respectively, pursuant to the provisions of Section 2.04 (A) of this Annex, satisfactory to the Bank.
- (o) “Partner CSO Sub-grant” means a grant to be made to a Partner CSO out of the proceeds of the Grant to finance goods, services, and other costs for the carrying out of Part 1(ii) of the Project, subject to specific terms and conditions set forth in the relevant Partner CSO Sub-grant Agreement.
- (p) “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 16, 2024, and referred to under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Bank’s approval.

- (q) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
- (r) “Project Operational Manual” means the Recipient’s manual acceptable to the Bank, referred to in Section 2.03 (c) of this Annex, as said manual may be amended from time to time with the agreement of the Bank.
- (s) “Social Accountability” means the process in which citizens and civil society groups can hold public officials, and service providers accountable for their actions and performance through the beneficiary engagement in monitoring and assessing government performance.
- (t) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (u) “Sub-grants” means Partner CSO Subgrants and the CLCA Sub-grants, respectively, pursuant to the provisions of Section 2.04 of this Annex.
- (v) “Sub-projects” means a specific set of climate transparency, accountability, and green participation-related knowledge and sharing activities to be implemented by CLCA CSOs and selected in accordance with the terms and conditions specified in the Project Operational Manual.
- (w) “Training” means the training of persons under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation (but excluding goods and consulting services).

## **Article II**

### **Project Execution**

2.01. **Project Objective and Description.** The objective of the Project is to strengthen the capacity of civil society actors to participate in climate policy processes through social accountability. The Project consists of the following parts:

#### Part 1. Coordination, Network Building and Communication

Providing support to selected CSOs coordination and networking activities for the development of a global ecosystem for Green Accountability, including *inter alia*:

- (i) assessment of selected CSO’s needs and priorities on Green Accountability and creating opportunities to implement Social Accountability measures;
- (ii) provision of Sub-grants to Partner CSOs to carry out workshops and develop knowledge products, including blogs and research papers, to establish a community of practice for the exchange of ideas and lessons and sustain dialogue on community-led Green Accountability;

- (iii) development of the Green Accountability online platform for disseminating climate-related knowledge products and development of the Innovation Accelerator Hub; and
- (iv) development of knowledge products on Domestic Green Accountability, including but not limited to publications, tool kits, communications products and plans, and knowledge events.

Part 2. Technical Assistance

Providing technical assistance through training, webinars and capacity building for CSOs to scale up Green Accountability.

Part 3. CLCA Sub-grants for CSOs

Providing CLCA Sub-grants to eligible local CSOs to carry out Sub-projects related to transparency, accountability, and participation in the climate sector.

Part 4. Project Monitoring, Evaluation and Learning (MEL)

Carrying out of Project implementation, monitoring and evaluation, including *inter alia*: (i) developing a monitoring, evaluation and learning framework; (ii) collecting and analyzing data from lessons learned; (iii) generation and dissemination of knowledge to relevant stakeholders; and (iv) financing Operating Costs.

**2.02. Project Execution Generally.** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (i) Article II of the Standard Conditions; (ii) the Anti-Corruption Guidelines; (iii) this Article II; and (iv) Project Operational Manual provided, however, that the Recipient shall retain sole fiduciary responsibility under the Project, including for procurement and financial management.

**2.03. Institutional and Other Arrangements.**

- (a) The Recipient shall, no later than thirty days after the Effective Date, establish and thereafter maintain, throughout Project implementation, a Project Coordination Unit (“PCU”) with staff in adequate numbers under terms of reference acceptable to the Bank and with qualifications and experience acceptable to the Bank, to be responsible for the day-to-day implementation of the Project and all fiduciary aspects, including overall financial management, procurement, E &S risk, monitoring and evaluation and disbursement related to the Project as set forth in the Project Operational Manual.
- (b) The Recipient shall ensure that all terms of reference for any consultancies related to the technical assistance provided under Section 2.01 of this Annex shall be satisfactory to the Bank and, to that end, such terms of reference shall require that the advice conveyed through such consultancies and technical assistance be consistent with the requirement of the Bank’s Environment and Social Standards.
- (c) The Recipient shall, not later than 30 days after the Effective Date of the Project, adopt and thereafter carry out the Project in accordance with the Project Operational Manual acceptable to the Bank, satisfactory in form and substance to the Bank, which shall include, *inter alia*: (i) a detailed description of the Project activities; (ii) the administrative, financial, accounting, auditing, procurement and disbursement procedures for the implementation of the Project; (iii) the plan for the monitoring,

evaluation, and supervision of the Project, including the monitoring, evaluation and learning framework; (iv) the criteria and procedures for the selection and implementation of Sub-projects; (v) the criteria for identification and selection of Partner CSOs and CLCA CSOs; (vi) the description of the mechanism for the provision of CLCA Sub-grants and Partner CSO Sub-grants; (vii) model CLCA Sub-grant agreements; (viii) model Partner CSO Sub-grant Agreements; and (ix) detailed arrangements and procedures for institutional coordination and Project implementation, the roles and responsibilities of all involved stakeholders (“Project Operational Manual”).

- (d) Except as the Bank shall otherwise agree, the Recipient shall not amend, abrogate, or waive any provision of the Project Operational Manual if, in the opinion of the Bank such amendment, abrogation or waiver may materially and adversely affect the implementation of the Project. In case of conflict between the terms of the Project Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

#### 2.04. **Sub-grants.**

##### **A. Partner CSO Sub-grants**

- (a) To facilitate the carrying out of Part 1(ii) of the Project, the Recipient shall provide Sub-grants to Partner CSO’s in accordance with the eligibility criteria and procedures set forth in the Project Operational Manual.
- (b) Prior to the carrying out of Part 1(ii) of the Project, the Recipient shall enter into an agreement with each Partner CSO (the “Partner CSO Sub-grant Agreement”) on terms and conditions acceptable to the Bank, setting forth, *inter alia*:
  - (i) the obligation of the Recipient to make available part of the proceeds of the Grant for the implementation of Part 1(ii) of the Project to the corresponding Partner CSO with due diligence and efficiency;
  - (ii) the right of the Recipient to suspend in whole or in part the portion of the Grant allocated to finance Part 1(ii) of the Project in case the Partner CSO shall have failed to comply with its/their obligations under the Partner CSO Sub-grant Agreements and as further detailed in the Project Operational Manual, and/or terminate the Partner CSO Sub-grant Agreements, as the case may be;
  - (iii) the obligation of the Partner CSOs to:
    1. implement Part 1(ii) of the Project with due diligence and efficiency and in accordance with the provisions of this Agreement and those set forth in the Project Operational Manual;
    2. procure goods and consulting services, in accordance with the Bank’s Procurement Regulations;
    3. maintain adequate records and accounts and make available such documentation to the Recipient and the Bank, and any other information

the Recipient may request to comply with its obligations under this Agreement;

4. comply with the provisions of the Bank's Anti-corruption Guidelines in connection with the carrying out Part 1(ii); and
  5. take or permit to be taken all action to enable the Recipient to comply with its obligations referred in the Partner CSO Agreement and this Agreement.
- (c) The Recipient shall exercise its rights and carry out its obligations under each Partner CSO Sub-grant Agreement in such manner as to protect the interests of the Bank and the Recipient and to accomplish the purposes of the Grant and, unless the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Partner CSO Sub-grant Agreement or any of the provisions thereof. In case of any conflict between the terms of any Partner CSO Sub-grant Agreement and those of this Agreement, the terms of this Agreement shall prevail.

**B. CLCA Sub-grants**

- (a) To facilitate the carrying out of Part 3 of the project, the Recipient shall provide CLCA Sub-grants to CLCA CSO's for CLCA Sub-projects in accordance with the eligibility criteria and procedures set forth in the Project Operational Manual and approved by the Bank.
- (b) Prior to the carrying out of each CLCA Sub-grant, the Recipient shall enter into an agreement with the corresponding CLCA CSOs under Section 2.01 of this Annex (the "CLCA Sub-grant Agreement"), on terms and conditions acceptable to the Bank, including, *inter alia*:
  - (i) the obligation of the Recipient to make available part of the proceeds of the Grant for the implementation of Part 3 of the project to each CLCA CSOs with due diligence and efficiency;
  - (ii) the right of the Recipient to suspend in whole or in part the portion of the CLCA Sub-grant allocated to finance Part 3 of the Project in case the CLCA CSOs shall have failed to comply with its/their obligations under the CLCA Sub-grant Agreements and/or terminate the CLCA Sub-grant Agreements, as the case may be;
  - (iii) the obligation of the CLCA CSOs to:
    1. implement the Project with due diligence and efficiency and in accordance with the provisions of this Agreement, the CLCA Sub-grant Agreement, and those set forth in the Project Operational Manual;
    2. procure goods and consulting services, in accordance with the Bank's Procurement Regulations;
    3. maintain adequate records and accounts and make available such documentation to the Recipient and the Bank, and any other information



the Recipient may request to comply with its obligations under this Agreement;

4. comply with the provisions of the Bank's Anti-corruption Guidelines in connection with the carrying out of the Sub-projects; and
  5. take or permit to be taken all action to enable the Recipient to comply with its obligations referred in the CLCA Sub-grant Agreement and this Agreement.
- (c) The Recipient shall exercise its rights and carry out its obligations under each CLCA Sub-grant Agreement in such manner as to protect the interests of the Bank and the Recipient and to accomplish the purposes of the CLCA Sub-grant and, unless the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the CLCA Sub-grant Agreement or any of the provisions thereof. In case of any conflict between the terms of any CLCA Sub-grant Agreement and those of this Agreement, the terms of this Agreement shall prevail.

#### 2.05. **Environmental and Social Standards**

- (a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- (b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
  - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
  - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
  - (iii) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall, and shall ensure that:
  - (i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments

referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

(e) The Recipient shall, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

2.06. **Project Monitoring and Reporting.** The Recipient shall ensure that each project report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.

### 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; and (ii) this Section, to finance Eligible Expenditures in the amount allocated and if applicable up to the percentage set forth against each category of the following table excluding art, furniture, carpets, vehicles and generators.

<b>Category</b>	<b>Amount of the Grant (TF0C3740) Allocated (expressed in USD)</b>	<b>Amount of the Grant (TF0C3787) Allocated expressed in USD</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, consulting services, Operating Costs, and Training under Part 1 (i)(iii)(iv), 2, and 4 of the Project	1,071,986	730,000	100%
(2) Partner CSO Sub-grants under Part 1(ii) of the Project	770,014		100%
(3) CLCA Sub-grants under Part 3 of the Project	1,928,000		100%
<b>TOTAL AMOUNT</b>	3,770,000	730,000	100%

For the purposes of this Section 3.01, the terms:

(a) “Training” means the expenditures of the Project related training, including *inter alia*: tuition, 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 and consulting services); and

(b) “Operating Costs” means the reasonable expenditures, as shall have been approved by the Bank, incurred by the Recipient of the Project to finance their incremental expenses incurred on account of Project implementation, and which include, *inter alia*: vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services).

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

3.03. ***Withdrawal Period.*** The Closing Date is December 31, 2025.

**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 the Global Grants & Contracts Director.

4.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's Address is:

10 G St NE Suite 800  
Washington, DC 20002; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
1-202-729-7648	donald.spencer@wri.org

4.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development  
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

(b) the Bank's Electronic Address is:

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