

Date: 14-Jun-2024

Mr. John Briggs
Country Representative
Catholic Relief Services –
United States Conference of Catholic Bishops
73 Avenida Sur, #217
Colonia Escalon
San Salvador, El Salvador

Re: *JSDF* Grant No. TF0C4971-SV
EL SALVADOR: Connecting Farming Communities to Coastal
Economies in El Balsamo – COSTA VIVA Project
Letter Agreement

Dear Sir:

In response to the request for financial assistance made on behalf of Catholic Relief Services – United States Conference of Catholic Bishops (“CRS-USCCB” or “Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“Bank”), acting as administrator of the Japan Social Development Fund, proposes to extend to the Recipient for the benefit of the Republic of El Salvador (“Member Country”), a grant in an amount not to exceed two million seven hundred fifty-two thousand ninety United States Dollars (USD 2,752,090) (“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 Bank receives periodic contributions from the donor to the trust fund. 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 donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

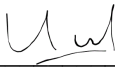
The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

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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

By 

Michel Kerf
Country Director
Central America and the Dominican Republic
Latin America and the Caribbean Region

AGREED:

CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

By *John Briggs*
Authorized Representative

Name John Briggs

Title Country Representative, CRS El Salvador

Date 21-Jun-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

JSDF Grant No. TF0C4971-SV
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) “ACP” means agro-enterprise co-investment proposal in the form of business plans developed by Farmer Field Schools’ participants (individually or in groups) within Subprojects under Part 1(b) of the Project to access Subgrants for investments that foster climate-smart technologies, productivity and nutrition-smart innovations.
- (b) “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.
- (c) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (d) “CRS-USCCB” means Catholic Relief Services – United States Conference of Catholic Bishops, established and operating pursuant to the CRS-USCCB Articles of Incorporation.
- (e) “CRS-USCCB Articles of Incorporation” means the CRS-USCCB’s incorporation instrument, dated June 8, 1943, as amended to date.
- (f) “DASH” means dietary diversity and nutritional awareness, sanitation, and hygiene.
- (g) “Beneficiary” means: (i) any agriculture producer, or formal or informal producer groups which is found eligible to receive a Subgrant for the carrying out of a Subproject under Part 1(b) of the Project; or (ii) any individual, or household, or a group of individuals or households which is found eligible to receive a Subgrant for the carrying out of a Subproject under Part 2(b) of the Project, all in accordance with the criteria set forth in the Subgrant Manual. “Beneficiaries” means more than one such Beneficiary.
- (h) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 25, 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) “Extension Services” means an informal educational process directed toward the rural population offering advice and information to help improve agricultural practices.
- (k) “FFS” means Farmer Field School, an extension model that involves on-farm learning and innovation that emphasizes a participatory dynamic between farmers, promoters (lead farmers), and extensionists based on a curriculum defined in consensus by all parts involved.
- (l) “Operating Costs” means reasonable incremental costs, as shall have been approved by the Bank, incurred on account of Project implementation, including, *inter alia*, office supplies and other consumable goods, office rent, internet and communications costs, support for information systems, translation costs, bank charges, utilities, travel, transportation, *per diem*, accommodation costs (lodging), and other reasonable expenditures directly associated with the implementation of the Project, but excluding consulting services and salaries of the Member Country’s officials.
- (m) “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of an individual.
- (n) “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.
- (o) “Project Implementation Unit” or “PIU” means the unit referred to in Section 2.03.A.1 of the Annex to this Agreement, or any other successor thereto acceptable to the Bank.

- (p) “Project Operations Manual” or “POM” means the manual referred to in Section 2.04 of the Annex to this Agreement, as may be revised from time to time with the Bank’s prior and written approval.
- (q) “Selected Districts” means the districts of the El Balsamo microregion selected to participate under the Project, such as, the districts of Tamanique and Chiltiupan belonging to the La Libertad Costa municipality and the Comasagua district belonging to the La Libertad Sur municipality, acceptable to the Bank, and set forth in the POM.
- (r) “Small Works” means works with a value under the national procurement threshold established for the Member Country, executed for any given Subproject to be carried out under Part 1(b) and/or Part 2(b) of the Project, and including *inter alia*: (i) installation and repairs of small irrigation systems and greenhouses under Part 1(b); and (ii) small repairs or expansion works of water tanks, water pipelines, school kitchens and installation of school dining areas for children, all acceptable to the Bank and as set forth in the POM.
- (s) “Staff Salaries” means salaries of Recipient’s staff for direct Project support, up to an amount equal to five percent (5%) of the Grant amount.
- (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) “Steering Committee” means the steering committee referred to in Section 2.03.B.1(b) of the Annex to this Agreement.
- (v) “Subgrant” means a grant (for the whole or partial financing of goods, Small Works, non-consulting services, consulting services, Training and Workshops and Operating Costs) made by the Recipient out of the proceeds of the Grant to a Beneficiary for any given Subproject to be carried out under Part 1(b) and/or Part 2(b) of the Project, subject to the specific terms and conditions set forth in the Subgrant Manual and in the relevant Subgrant Agreement.
- (w) “Subgrant Agreement” means the agreement to be entered into between the Recipient and a Beneficiary for the provision of a Subgrant with respect to a Subproject to be carried out under Part 1(b) and/or Part 2(b) of the Project, under terms and conditions acceptable to the Bank.
- (x) “Subgrant Manual” means the manual referred to in Section 2.03.D of the Annex to this Agreement, as may be revised from time to time with the Bank’s prior and written approval.
- (y) “Subproject” means any of the Subprojects consisting of one or more of the activities described in Part 1(b) of the Project; or any of the Subprojects consisting of one or more of the activities described in Part 2(b) of the Project, all selected in accordance with the eligibility criteria set forth in the Subgrant Manual.
- (z) “Technical Committee” means the committee referred to in Section 2.03.B.1(a) of the Annex to this Agreement.

- (aa) “Training and Workshops” means the reasonable costs, as shall have been approved by the Bank, for Training and Workshops, conducted under the Project, including tuition, travel and subsistence costs for Training and Workshops participants, costs associated with securing the services of trainers and speakers, rental of Training and Workshop facilities, preparation and reproduction of Training and Workshops materials, and other costs directly related to training course or workshop preparation and implementation (but excluding goods, consulting services, and foreign Training and study tours).

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objectives of the Project are to improve market access and adoption of climate-smart agriculture and contribute to improved food and nutrition security of targeted poor households in the El Balsamo microregion in the Member Country’s territory. The Project consists of the following parts:

Part 1: Rural Productive Alliances for Market Access, Climate Resilience, and Food and Nutrition Security

Improving farmers’ livelihoods through enhanced agricultural productivity and access to markets, strengthened resilience to climate change, and improved food and nutrition security including through:

- (a) carrying out community and participatory planning meetings for the selection and organization of Farmer Field Schools’ (“FFS”) groups, and for the formulation of Agro-enterprise Co-investment Proposal (“ACP”) business plans; and
- (b) provision of Subgrants for the financing of agricultural activities to improve market access, productivity, climate mitigation and adaptation including: (i) establishing FFS; (ii) providing technical assistance and Extension Services to Beneficiaries for group organization/associativity and for ACP business plan preparation and implementation; and (iii) implementing the ACP business plans.

Part 2: Technical Assistance and Local Community Development for Improved Dietary Diversity and Nutritional Awareness, Sanitation and Hygiene.

Promoting DASH services through:

- (a) (i) the provision of Training and technical assistance to targeted communities, including designing awareness building and Training plans; (ii) the identification of a DASH promoter and establishment of a local DASH committee in each of the selected communities within the Selected Districts; (iii) the provision of Training and technical assistance to the DASH promoter and DASH committee to strengthen their respective capacity to address DASH issues; and (iv) the development of school DASH campaigns by providing Training to, and communicating with, school-age children, parents, and teachers; and

- (b) provision of Subgrants for the financing of investments or activities that support improved nutrition (including dietary diversity and nutritional awareness), water, sanitation, and hygiene.

Part 3: Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination

Provision of support to the Project Implementation Unit (“PIU”) to carry out: (a) Project management and administration, including *inter alia*, financial management and procurement, disbursement, overall monitoring, production of progress reports and audits; (b) Project monitoring and evaluation including carrying out an impact evaluation study to assess Project quantitative and qualitative achievements; and (c) workshops to facilitate knowledge exchange and dissemination including the preparation of a final report consolidating progress on Project activities and results of the impact evaluation.

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 Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.***

A. *Project Implementation Unit*

1. For purposes of carrying out the Project, the Recipient, shall, no later than four (4) months after the Effective Date, establish and maintain, throughout Project implementation, a Project Implementation Unit (“PIU”), with key staff in numbers, terms of reference, qualifications, and resources acceptable to the Bank as set forth in the Project Operations Manual.
2. The PIU shall be responsible for ensuring overall Project coordination, including *inter alia*: (a) financial management; (b) procurement; (c) monitoring and evaluation; (d) preparing progress and other relevant reports required by the Bank; and (e) managing the Subgrants, including ensuring compliance with the requirements of the Environmental and Social Standards; all in accordance with the provisions of the Project Operations Manual and the Subgrant Manual.
3. Within four (4) months from the Effective Date, the Recipient shall appoint or hire and thereafter maintain, throughout Project implementation, one (1) environmental and social specialist, with qualifications and experience satisfactory to the Bank as set forth in the Project Operations Manual, to support the environmental, social, health, and safety management aspects of the Project.

B. *Technical Committee and Steering Committee*

1. To facilitate the implementation of Part 1(b) and Part 2(b) of the Project the Recipient shall:
 - (a) no later than six (6) months after the Effective Date, establish and maintain throughout the implementation of the Project, a technical committee (“Technical Committee”) with a composition, functions, responsibilities, and sufficient resources, acceptable to the Bank, as further detailed in the POM. The Technical

Committee shall be responsible for: (i) the screening, selection and recommendation of ACP; (ii) the preparation of ACP business plans; and (iii) the evaluation of the ACP business plans, all in accordance with rules and criteria set forth in the POM and the Subgrant Manual; and

- (b) no later than six (6) months after the Effective Date, establish and thereafter maintain, throughout Project implementation, a steering committee (“Steering Committee”) with a composition, mandate, and terms of reference satisfactory to the Bank, and as set forth in the POM. The Steering Committee shall be responsible for, *inter alia*: (i) reviewing and approving the ACP business plans, the Subprojects, the operational plans, and the budgets; (ii) approving selected proposals that have been evaluated and considered prepared for Subproject implementation; and (iii) proposing necessary adjustments to the implementation of Parts 1(b) and 2(b) of the Project, all in accordance with rules and criteria set forth in the POM and the Subgrant Manual.

C. Subgrants

1. Before carrying out an activity under Part 1(b) or Part 2(b) of the Project, the Recipient shall enter into an agreement with each Beneficiary (“Subgrant Agreement”) under terms and conditions satisfactory to the Bank, as set forth in the Subgrant Manual which shall include, *inter alia*:
 - (a) the Recipient’s obligation to:
 - (i) provide a Subgrant to the Beneficiary; and
 - (ii) assist the Beneficiary in the carrying out of its respective Subproject, including the Recipient’s obligation to taking on primary responsibility for the procurement, disbursement, financial management, and environmental and social functions, in accordance with the POM, the Subgrant Manual and the ESCP; and
 - (b) the obligation of the Beneficiary to:
 - (i) carry out its respective Subproject with due diligence and efficiency and in accordance with, sound technical standards and practices satisfactory to the Recipient and the Bank, the provisions of the Subgrant Manual, the Anti-Corruption Guidelines, the Procurement Regulations, the ESSs, and the ESCP;
 - (ii) provide, as promptly as needed the resources required to carry out its respective part of the Project, including without limitation, a counterpart contribution in-kind or in cash in accordance with the provisions set forth in the POM and the Subgrant Manual;
 - (iii) enable the Recipient and the Bank to inspect its operation and any relevant records and documents;

- (iv) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing; and
 - (v) take or permit to be taken all actions to enable the Recipient to comply with its obligations under this Agreement, as applicable to said Subgrant.
2. The Recipient shall exercise its rights under each Subgrant Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive any Subgrant Agreement or any of its provisions.
 3. In case of any conflict between the terms of the Subgrant Agreement and those of this Agreement, the terms of this Agreement shall prevail.

D. Subgrant Manual

1. For purposes of carrying out Part 1(b) and Part 2(b) of the Project, the Recipient shall prepare, adopt, and thereafter carry out the said Parts of the Project in accordance with a manual ("Subgrant Manual") acceptable to the Bank, which shall set forth rules, criteria, and procedures for the carrying out of the Subprojects, including *inter alia*: (a) the detailed description of the activities, institutional arrangements and management of the Subprojects; (b) the administrative, budgeting, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto); (c) the selection, eligibility criteria and roles of Beneficiaries in the implementation of Part 1(b) and Part 2(b) of the Project; (d) the processing arrangements and the responsible parties for the appraisal, selection, approval, financing, implementation arrangements, monitoring and evaluation procedures (including the social and environmental, financial management and procurement requirements) of the Subprojects; (e) the detailed monitoring and evaluation framework; (f) the grievance redress mechanism; and (g) corruption and fraud measures.
2. Except as the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive, or otherwise fail to enforce the Subgrant Manual or any provision thereof.
3. In case of any conflict between the terms of the Subgrant Manual and those of this Agreement, the terms of this Agreement shall prevail.

2.04. Project Operations Manual.

- (a) The Recipient shall prepare, adopt, and thereafter carry out the Project in accordance with the Project Operations Manual acceptable to the Bank, which shall set forth, *inter alia*: (i) a detailed description of Project activities and institutional arrangements for the Project; (ii) the Project administrative, budgeting, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement, and disbursement procedures; (iii) the monitoring indicators for the Project; (iv) the plan for the Training and Workshops activities under the Project; (v) the social and environmental monitoring and management; (vi) detailed guidelines and procedures for Personal Data collection and processing in accordance with applicable national law and good international practice; (vii) the grievance redress mechanism; and (viii) the Anti-Corruption Guidelines.

- (b) Except as the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive, or otherwise fail to enforce the Project Operations Manual or any provision thereof.
- (c) In case of any conflict between the terms of the Project Operations Manual 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 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.
- (f) The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors to: (i) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health, and safety risks, and the risks of sexual exploitation and abuse, sexual harassment, and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

2.06. ***Project Monitoring, Reporting and Evaluation.*** The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days 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: (a) Article III of the Standard Conditions; and (b) 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.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods (excluding purchase of motor vehicles) for the Project, except for Part 1(b) and Part 2(b)	43,560	100%
(2) Non-consulting services for the Project, except for Part 1(b) and Part 2(b)	5,181	100%
(3) Consulting services for the Project, except for Part 1(b) and Part 2(b)	530,418	100%
(4) Operating Costs for the Project, except for Part 1(b) and Part 2(b)	131,715	100%
(5) Recipient's Staff Salaries for the Project, except for Part 1(b) and Part 2(b)	137,544	100%

(6) Training for the Project, except for Part 1(b) and Part 2(b)	99,263	100%
(7) Goods, Small Works, non-consulting services, consulting services Training and Operating Costs for Subgrants under Part 1(b) and Part 2(b) of the Project	1,804,409	100%
TOTAL AMOUNT	2,752,090	

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

- (a) payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed five hundred fifty thousand four hundred eighteen United States Dollars (\$550,418) equivalent may be made for payments made prior to this date but on or after May 23, 2024, for Eligible Expenditures under Categories (1) through (6); or
- (b) Eligible Expenditures under Category (7) until and unless: (i) at least one Subgrant Agreement for the carrying out of Part 1(b) or Part 2(b) of the Project, in form and substance satisfactory to the Bank, has been entered into between the Recipient and the relevant Beneficiary; (ii) the Recipient has prepared and adopted the Subgrant Manual, in a manner satisfactory to the Bank; and (iii) the Recipient has established and maintained: (A) the Technical Committee; and (B) the Steering Committee, all in a manner satisfactory to the Bank.

3.03. **Withdrawal Period.** The Closing Date is December 31, 2027.

Article IV Additional Remedies

4.01. **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 Bank has determined, after the Effective Date referred to in Section 5.03 of this Agreement, that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date of such event occurred; and
- (b) the CRS-USCCB Articles of Incorporation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely, in the opinion of the Bank, the Recipient's or CRS-USCCB's ability to perform any of their obligations under this Agreement.

Article V
Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the following condition has been satisfied, namely that the Project Operations Manual has been prepared and adopted, in form and substance satisfactory to the Bank.
- 5.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 5.03. Except as the Recipient and the Bank otherwise agree, this Agreement shall enter into effect on the date upon which the 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 Bank to suspend the right of the Recipient to make withdrawals from the Grant if this Agreement had been effective, the 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 the Bank has not declared it effective by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The 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 its Country Representative.
- 6.02. ***Recipient’s Address.*** For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s Address is:
- 73 Avenida Sur, #217,
Colonia Escalon
San Salvador, El Salvador; and
- (b) the Recipient’s Electronic Address is:
- E-mail:

john.briggs@crs.org

6.03. **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
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 64145 (MCI)]	1-202-477-6391