
GRANT NUMBER TF0B2129
GRANT NUMBER TF0B9419

Amended and Restated Grant Agreement

**(Engaging Citizens to Improve Service Delivery through
Social Accountability Project)**

between

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Social Accountability and Service Delivery Multi-
Donor Trust Fund**

and

WORLD VISION INTERNATIONAL

(Originally dated March 5, 2020)

GRANT NUMBER TF0B2129
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GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Social Accountability and Service Delivery Multi-Donor Trust Fund, and WORLD VISION INTERNATIONAL (“Recipient”), for the benefit of the Kingdom of Cambodia (“Member Country”). The Bank and the Recipient hereby agree as follows:

Article I **Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

Article II **The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III **The Grant**

- 3.01. The Bank agrees to extend to the Recipient, grants in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount not to exceed four million four hundred and seventy-seven thousand Dollars (\$4,477,000) (TF0B2129); and
 - (b) an amount not to exceed one million four hundred and seventy-three thousand Dollars (\$1,473,000) (TF0B9419).

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, 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.

Article IV
Recipient's Representative; Addresses

4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the National Director for Cambodia.

4.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

World Vision International
National Director, Cambodia
P.O. Box 34, Central Post Office
Phnom Penh, Cambodia; and

(b) the Recipient's Electronic Address is:

Facsimile: +855 (0)23 216 220 E-mail: contact_cambodia@wvi.org

4.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Facsimile:	E-mail:
1-202-477-6391	cambodia@worldbank.org

AGREED as of the Signature Date.

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

By

Maryam Salim

Authorized Representative

Maryam Salim

Name: _____

Title: Country Manager

Date: 20-Oct-2022

WORLD VISION INTERNATIONAL

By

Janes Imanuel Ginting

Authorized Representative

Janes Imanuel Ginting

Name: _____

Title: National Director

Date: 20-Oct-2022

SCHEDULE 1

Project Description

The objective of the Project is to improve the quality and responsiveness of selected public services through more informed and engaged citizens.

The Project consists of the following parts:

Part 1: Transparency and Access to Information

Carrying out a program of activities, including through the provision of Sub-grants, designed to strengthen transparency and improve citizen access to information relating to public service performance, budget and expenditure, including: (i) training and supporting local non-government organizations and facilitators to conduct citizen outreach to increase public awareness of public services, including face-to-face, print media, radio, video and internet platforms; (ii) developing and piloting a set of ISAF materials and processes for district/municipality administrations, including I4C posters with performance and budget information; and (iii) encouraging citizen use of the electronic ISAF platform, hosted in NCDDS, for access to information.

Part 2: Citizen Monitoring

Carrying out a program of activities, including through the provision of Sub-grants, designed to provide support for citizens, through the activities of community facilitators, to monitor and evaluate public services and propose actions for improvement using the community scorecard process and self-assessment meetings, including: (i) convening citizens to conduct community score card processes for health centers, schools, commune, district/municipality administrations and other public service providers willing to participate in ISAF activities during the course of Project implementation; (ii) supporting local government officials, as needed, to train commune, school, health center and district administration staff to conduct self-assessment meetings; and (iii) encouraging citizen use of the electronic ISAF platform, hosted in NCDDS, for submitting community scorecards/feedback, as well as the development and deployment of complementary electronic tools for community feedback on public services.

Part 3: Implementation and Joint Accountability Action Plans (JAAPS)

Carrying out a program of activities, including through the provision of Sub-grants, designed to support citizens and community facilitators to participate in the formulation, monitoring and implementation of agreed JAAP actions, including provision of necessary training.

Part 4: Training and Capacity Development

Carrying out a program of activities, including through the provision of Sub-grants, designed to support: (i) the preparation and revision of necessary documentation to develop new guidelines and training materials for civil society implementation of ISAF activities; (ii) strategic planning and training for key civil society organizations; and (iii) the preparation of a standardized training curriculum and accreditation program for community facilitators, including through the engagement of a national partner institution to facilitate national networking and the professionalization and development of community facilitators.

Part 5: Civil Society Coordination and Support

Carrying out a program of activities designed to strengthen the capacity of stakeholders involved in the implementation of the Project, including supporting, *inter alia*: (i) management, administration, and coordination of Project activities; (ii) selection and management of community accountability facilitators ; (iii) building capacity of local civil society partners; (iv) monitoring, evaluation and knowledge dissemination; (v) participation in, and support to, civil society and joint civil society-government coordination bodies at national and subnational levels.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. To facilitate the carrying out of the Project, the Recipient shall maintain, at all times during Project implementation, Project implementation structures with functions and resources satisfactory to the Bank, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Bank.
2. Without limitation to foregoing, the Recipient shall:
 - (a) participate in the PSC for the purpose of coordination with relevant government agencies and civil society stakeholders during Project implementation; and
 - (b) not later than two (2) months after the Signature Date of this Agreement, enter into a Memorandum of Understanding with NCDDS on terms and conditions acceptable to the Bank, which shall include, among others, the responsibilities of the Recipient and the NCDDS for information sharing and coordination during implementation of the Project, and thereafter carry out its responsibilities and obligations in accordance with the Memorandum of Understanding.

B. Project Implementation Manual

The Recipient shall carry out the Project in accordance with the arrangements and procedures set out in the PIM (provided, however, that in the event of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail) and shall not amend, abrogate or waive any provision of PIM unless the Association has provided its prior approval thereof in writing.

C. Annual Work Plan and Budget

1. The Recipient shall furnish to the Bank, for review and approval not later than December 1 of each year during the implementation of the Project (or such later date as the Bank may agree), an annual work plan and budget (“AWPB”) for the Project containing relevant Project activities and expenditures proposed to be included in the Project in the subsequent year.

2. The Recipient shall ensure that the Project is implemented in accordance with the AWPB accepted by the Bank for the respective year; provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Recipient shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Bank.

D. Sub-grants

1. The Recipient shall make Sub-grants to the selected Implementing Partners in accordance with eligibility criteria and procedures acceptable to the Bank as set out in the PIM.
2. The Recipient shall make each Sub-grant under a Sub-grant Agreement with the respective Implementing Partner on terms and conditions approved by the Bank, which shall include the following:
 - (a) The Sub-grant shall be denominated in United States Dollars.
 - (b) The Recipient shall obtain rights adequate to protect its interests and those of the Bank, including the right to: (i) suspend or terminate the right of the Implementing Partner to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Implementing Partner's failure to perform any of its obligations under the Sub-grant Agreement; and (ii) require each Implementing Partner to: (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods and services to be financed out of the Sub-grants in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; (F) enable the Recipient and the Bank to

inspect the Sub-project, its operation and any relevant records and documents; and (G) 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.

3. The Recipient shall ensure that Sub-grants shall only be made to Implementing Partners which each shall have signed a Sub-grant Agreement with the Recipient, on terms and conditions acceptable to the Bank.
4. The Recipient shall exercise its rights under each Sub-grant 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 Sub-grant Agreement or any of its provisions.

E. Environmental and Social Standards

1. 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.
2. Without limitation upon paragraph 1 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:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall:
 - (a) take all measures necessary on its part 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 management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) promptly notify the Bank 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 instruments referenced therein and the Environmental and Social Standards.
4. The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

B. Mid-term Review

The Recipient shall: (a) on or about the date twenty-four (24) months after the Signature Date, prepare and furnish to the Bank a mid-term report, in such detail as the Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Part A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Bank such mid-term report, on or about the date forty-five (45) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Bank's views on the matter.

Section III. Withdrawal of Grant Proceeds

A. General

1. 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 TB0B2129 Grant Allocation (expressed in USD)	Amount of the TF0B9419 Grant Allocated (expressed in USD)	Percentage of Expenditures to be Finance (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Operating Costs, Sub-grants, Training and Workshops	4,477,000	1,473,000	100% of the Grant's agreed share of the costs specified in the Annual Work Plan and Budget
TOTAL AMOUNT	4,477,000	1,473,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$3,000 may be made for payments made prior to this date but on or after October 24, 2019, for Eligible Expenditures with respect to TF0B2129.
2. The Closing Date is June 30, 2024.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” and the acronym “AWPB” each means the plan and budget referred to in Section I.C of Schedule 2 to this Agreement; as said plan may be modified from time to time with the prior written no-objection of the Association.
2. “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.
3. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan dated September 9, 2019, acceptable to the Bank, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
4. “Environmental and Social Standards” 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 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 at <http://www.worldbank.org/en/projects-operations/environmental-and-social-policies>.
5. “Implementation Plan for the Social Accountability Framework” or acronym “ISAF” means the National Committee for Subnational Democratic Development’s policy framework aimed at empowering citizens to hold

government to account for local service delivery and resources allocation for education and health in communes.

6. “Implementing Partner” means a local non-governmental organization which has received a Sub-grant from the Recipient in accordance with the provisions of Section I.D.2 of Schedule 2 to this Agreement.
7. “Information for Citizen” or “I4C” means the supply and dissemination of relevant local level public information (including budgets) and building the capacity of citizens to understand the information provided.
8. “Joint Accountability Action Plans” or acronym “JAAPs” means the National Committee for Subnational Democratic Development’s action plans for social accountability.
9. “Memorandum of Understanding” means a memorandum of understanding to be entered into between the Recipient and NCDDS and referred to in Section I.A.2 of Schedule 2 to this Agreement, as such memorandum of understanding may be revised from time to time with the prior written agreement of the Bank.
10. “MoI” means the Ministry of Interior of the Member Country, or any successor thereto.
11. “NCDDS” means the Member Country’s National Committee for Sub-National Democratic Development Secretariat under MoI, or any successor thereto.
12. “Operating Costs” means reasonable expenditures directly related to the Project, incurred by the Recipient (which expenditures would not have been incurred absent the Project), including office supplies, office and equipment rental, utilities and communications expenses, vehicle operation and maintenance, vehicle rental, charges for the opening and operation of bank accounts required for the Project, and travel, lodging and per diems, and salaries of selected staff of the Recipient (other than consultants) for time spent on the Project to be agreed through the Annual Work Plan and Budget, but excluding salaries of other staff of the Recipient, and other costs and contractual services directly related to the Project.
13. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
14. “Project Implementation Manual” or acronym “PIM” means the manual prepared and adopted by the Recipient pursuant to Section I.B of Schedule 2 to this Agreement, in form and substance acceptable to the Bank for the purposes of implementation of the Project, containing, *inter alia*, (i) detailed arrangements and procedures as shall be required for the Project including organizational

administrative, monitoring and evaluation, financial management, disbursement, procurement and environmental and social safeguard arrangements; and (ii) the procedures for administering of Sub-grants including: the selection of Implementing Partner, the eligibility criteria for beneficiaries and activities, the procedures for evaluation and selection of Sub-grants, financial management procedures, processes for monitoring and evaluation, and a template for the Sub-grant Agreement, as said manual may be modified from time to time with the prior written approval of the Bank.

15. “PSC” means the Partnership Steering Committee established by the Ministry of Interior on October 1, 2015 as referred to in Section I.A.2.(a) of Schedule 2 to this Agreement.
16. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
17. “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.
18. “Sub-grant Agreement” means the agreement to be entered into between the Recipient and each selected Implementing Partner for the purpose of implementing and financing the activities to be implemented by such Implementing Partner under the Project; and “Sub-grant Agreements” means collectively, all such Sub-grant Agreements.
19. “Sub-grant” means a grant to be made available by the Recipient out of the proceeds of the Grant to selected Implementing Partners to finance the activities to be implemented by such Implementing Partners under the Project; and “Sub-grants” means, collectively, all such Sub-grants.
20. “Sub-project” means a specific set of activities to be carried out by the selected Implementing Partner under Parts 1, 2, 3 and 4 of the Project utilizing the proceeds of the Sub-grant, and “Sub-projects” means, collectively, all such Sub-projects.
21. “Training and Workshops” means the reasonable costs of training and workshops conducted under the Project, including purchase and publication of materials, rental of facilities, course fees, and travel, accommodation and subsistence of trainees, trainers, and facilitators, and other costs directly related to the training course and workshop preparation and implementation.