

Date 12-Jun-2021

Mr. Matthew Martin
Director
Debt Relief International
De Morgan House
57-58 Russell Square
London, WC1B 4HS
United Kingdom

Re: DMF III Grant No. TF0B5864
DMF III – Implementing Partners Project
Letter Agreement

Dear Mr. Martin:

In response to the request for financial assistance made on behalf of Debt Relief International (“Recipient” or “DRI”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as administrator of grant funds provided by donors (“Donor(s)”) under the Debt Management Facility Phase III (DMF III) Multi-Donor Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed two hundred fifty-six thousand six hundred three United States Dollars (USD 256,603) (“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 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,**
acting as administrator of the DMF III Multi-Donor Trust Fund

By Indermit S. Gill
Indermit S. Gill
Vice President, EFI

**AGREED:
DEBT RELIEF INTERNATIONAL**

By: 
Authorized Representative
Matthew Martin
Name: _____
Title: Director
Date: 14-Jun-2021

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

**DMF-III Grant No. TF0B5864
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) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (c) “Debt Management Reform Plan” means the advisory services provided for a detailed and sequenced country-owned capacity building project plan that aim to alleviate the weaknesses identified by debt management performance assessments, such as DeMPA.
- (d) “DeMPA” means any debt management performance assessment, that is, a methodology for assessing performance through a comprehensive set of performance indicators spanning the full range of government debt management functions.
- (e) “DMF Charter” means the Debt Management Facility III Charter, adopted on November 22, 2019, as may be amended from time to time.
- (f) “DSA” means any Debt Sustainability Analysis and includes training on the Debt Sustainability Framework for Low-Income Countries (LIC-DSF), a joint World Bank – International Monetary Fund tool for assessing debt vulnerabilities that guides borrowing and lending decisions.
- (g) “Eligible Countries” means Eligible Countries as defined in the DMF Charter, namely: (i) all IDA-eligible countries, including those that were IDA-eligible countries in 2008 when the DMF I was launched even if they may have graduated and any additional IDA-eligible countries added over time, which at all times includes all of the countries in the IMF’s Poverty Reduction and Growth Trust (“PRGT”); and (ii) any additional country that may be approved on a case-by-case basis by the Steering Committee of the DMF III in accordance with the DMF Charter.
- (h) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 30, 2020, 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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
- (j) “Incremental Operating Cost” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred by the Recipient directly on account of Project implementation (which expenditures would not have been incurred absent the Project), consisting of communication and insurance costs, banking charges, office and office equipment maintenance, utilities, document duplication/printing, consumables, audit costs, travel cost and *per diem* for technical staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consultants’ services, and benefits).
- (k) “MTDS” means any Medium-Term Debt Management Strategy framework that is developed by the World Bank and IMF to guide the formulation and implementation by the government authorities of a debt management strategy for the medium term.
- (l) “Procurement Regulations” means for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
- (m) “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, with the modifications set forth in the Appendix.

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to strengthen the capacity of Eligible Countries to manage debt effectively and improve their debt transparency.

The Project consists of the following parts conducted in collaboration with the Bank:

Part 1. Debt Management Technical Assistance

- (i) Provision of technical assistance to national and subnational entities in relevant Eligible Countries in the application of DeMPA methodology through participation in DeMPA missions (in person or virtual if in person not feasible), contributing to data collection,

- conducting interviews, and drafting the relevant indicator write-ups for the respective DeMPA report.
- (ii) Provision of technical assistance to national and subnational entities in relevant Eligible Countries in the design of a Debt Management Reform Plan through participation in missions (in person or virtual if in person not feasible), contributing to data collection, conducting interviews, and drafting the relevant write-up in the Debt Management Reform Plan report.
 - (iii) Provision of technical assistance to national and subnational entities in relevant Eligible Countries in the development of debt management strategies through participation in MTDS missions (in person or virtual if in person not feasible), pre-mission data collection and preparation, and contributing to the write-up of the relevant report in relation to the data.
 - (iv) Provision of capacity development to national and subnational entities in relevant Eligible Countries on DSA activities (in person or virtual if in person not feasible) through data collection and preparation.
 - (v) Provision of technical assistance to national and subnational entities in relevant Eligible Countries in debt reporting and monitoring through participation in missions (in person or virtual if in person not feasible), data collection, conducting interviews, and drafting the relevant sections of the respective report.

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: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; (c) the DMF Charter; and (d) this Article II.

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

- (a) Prior to carrying out any activity under the Project, the Recipient shall coordinate and define with the Bank the specific scope of the technical assistance and training activities, including number of staff and consultants contributing to the Project activities, deliverables, timeline, and cost for each activity.
- (b) The Recipient shall maintain at all times during project implementation professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the Bank, to perform all Project related functions including procurement, financial management and disbursement.
- (c) Prior to carrying out any activity under the Project in any given Eligible Countries, the Recipient shall ensure that such Eligible Country's written consent has been obtained.
- (d) The Recipient acknowledges that: (i) the Bank shares non-publicly available data, information, documents and materials such as debt management tools, brochures, reports, software, country-related information and other non-publicly available information, including data ("Materials") for exclusive use by the Recipient to carry out the activities in order to achieve the Objectives under the Grant; and (ii) all rights to Materials and other publicly available material that belong to the Bank shall continue to remain vested in the Bank, except to derivative works created by the Recipient using the Materials and other publicly available material as project outputs to meet the Project Objectives. Therefore, the

Recipient shall not use such Materials for any purpose other than to achieve the Objectives, or otherwise alter, process, modify, revise, reproduce, share or disclose such Materials without prior written consent of the Bank. No other rights are granted to the Recipient in this Agreement, including the right to use the Materials for non-project purposes, to use the Bank name or logo even if such are included in the Materials, or to use the Bank name or logo with derivative works, or for other purposes.

- (e) The Recipient shall not publicly disclose the information that the Bank has provided as a result of this Agreement and has explicitly indicated in writing and marked as confidential, except after having obtained the Bank's prior written consent.

2.04. ***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.

2.05. **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) Consulting services and Incremental Operating Costs (including audits) under Part 1 of the Project	256,603	100%
TOTAL AMOUNT	256,603	

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

3.03. **Withdrawal Period.** The Closing Date is April 30, 2023.

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 Recipient’s Director.

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

- (a) the Recipient's Address is:

De Morgan House
57-58 Russell Square
London, WC1B 4HS
United Kingdom; and

- (b) the Recipient's Electronic Address is:

Telex:	Facsimile:	E-mail:
(+44) 20-3960-6000	(+44) 20-7580-8327	matthew.martin@dri.org.uk

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:	E-mail:
248423 (MCI) or 64145 (MCI)	(+1) 202-477-6391	cgreer@worldbank.org

APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. The reference to “Member Country” in the Standard Conditions and in this Agreement means the member of the Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Project is carried out in the territory of more than one member of the Bank, “Member Country” refers separately to each such member.”