

13-Aug-2021

Sanjay Pradhan
Chief Executive Officer
Open Government Partnership
1100 13th Street, NW, Suite 800,
Washington, DC 20005
United States of America

Re: OGP MDTF Grant No. TF0B6506
OGP Country Capacity Support Project
Letter Agreement

Dear Sir:

In response to the request for financial assistance made on behalf of Open Government Partnership Secretariat (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and International Development Association (“Bank”), acting as administrator of grant funds provided by the United Kingdom of Great Britain and Northern Ireland, acting through the Foreign, Commonwealth and Development Office, the Government of Canada, acting through the Department of Foreign Affairs, Trade and Development, and Agence Française de Développement (“Donors”) under the Open Government Partnership (“OGP”) Multi-Donor Trust Fund, proposes to extend to the Recipient for the benefit of eligible Beneficiary Countries (as herein defined) (“Member Countries” and each, a “Member Country”), a grant in an amount not to exceed seven hundred thirty thousand United States Dollars (USD 730,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the 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 Open Government Partnership Multi-Donor Trust Fund

By Indermit Gill
Indermit Gill
Vice President
Equitable Growth, Finance and Institutions

AGREED:
OPEN GOVERNMENT PARTNERSHIP SECRETARIAT

By Sanjay Pradhan
Authorized Representative
Name Sanjay Pradhan
Title CEO, Open Government Partnership
Date 14-Aug-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

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) “Beneficiary Country” means any Bank member country that is eligible to receive financing from IBRD and/or IDA and is a participating country of OGP.
- (c) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 8, 2021, 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.
- (e) “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.
- (f) “Incremental Operating Cost” means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred by the Recipient directly on account of Project implementation, management and monitoring (which expenditures would not have been incurred absent the Project), consisting of document duplication/printing, translation, travel cost and per diem for technical staff for travel linked to the implementation of the

Project, and salaries and benefits of contractual technical staff of the Recipient for the Project (but excluding consulting services and non-consulting services).

- (g) “OGP” means the Open Government Partnership, which is an unincorporated association that is a voluntary, multi-stakeholder international initiative that aims to secure concrete commitments from governments to their citizenry to promote transparency, empower citizens, fight corruption, and harness new technologies to strengthen governance.
- (h) “OGP Action Plan” means a document jointly developed or co-created by a Beneficiary Country and civil society organizations, setting forth the actions or commitments at the national or sub-national level to enhance transparency, accountability, and public participation in government.
- (i) “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.
- (j) “Project Operations Manual” means the manual, satisfactory to the Bank, which shall contain, *inter alia*, specific provisions on detailed arrangements for the carrying out of the Project, including procurement, financial management, audit and reporting requirements, including on the implementation of the ESCP and functioning of the Project’s grievance mechanism; as the same may be amended from time to time with the prior written agreement of the Bank.
- (k) “Targeted Beneficiary Countries” means the Republic of Kenya, Republic of North Macedonia, the Republic of Senegal, the Oriental Republic of Uruguay, and any other Beneficiary Country as may be agreed in writing between the Recipient and the Bank.
- (l) “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.
- (m) “Training” means the reasonable costs, as shall have been approved by the Bank, for training and workshops conducted under the Project, including payments/honoraria to facilitators, presenters, speakers and their travel costs for each workshop or training session; travel and subsistence costs for training and workshop beneficiary participants, rental of training and workshop facilities, and other costs directly related to training courses and workshop preparation and implementation (but excluding goods, equipment, and consulting services).

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to enhance the capacity of the Recipient to provide technical assistance and knowledge activities to Beneficiary Countries undertaking open government reforms and participatory policy-making processes. The Project consists of the following parts:

Part 1. Knowledge and learning for improved results in OGP processes and reforms. Strengthening the Recipient’s capacity in designing and implementing organizational learning

approaches and adaptive learning and sharing mechanisms for the benefit of Beneficiary Countries through:

- 1.1 (i) the identification of internal knowledge gaps and the development of a knowledge and learning plan based on the needs of the Beneficiary Countries and innovations in the open government space; and (ii) the development and implementation of regular internal learning exchange activities and knowledge products in key thematic areas, such as beneficial ownership transparency, gender and extractives, participatory budgeting, stakeholder engagement, coalition building, and monitoring and evaluation of open government reforms; and
- 1.2 learning and knowledge dissemination activities on effective open government reforms and OGP processes, including: (i) the identification of case studies and lessons learnt in open government reform planning, implementation, and monitoring, including multistakeholder engagement, to inform potential scale-up opportunities and policy reforms at the local or national level; (ii) the development of a learning plan for OGP stakeholders in the development and implementation of OGP Action Plans; (iii) the development and dissemination of knowledge products and tools and the organization of knowledge sharing and learning events; and (iv) the dissemination of relevant materials on progress, lessons learned, and results achieved under the Project.

Part 2. Strengthen the capacity of Targeted Beneficiary Countries to support the development, implementation, and monitoring of open government reforms through:

- 1.3 the development of stakeholder engagement plans and work programs and carrying out technical assistance activities aimed at strengthening the co-creation process and multi-stakeholder engagement, including supporting dialogue, collaboration and coordination activities among government agencies and civil society organizations to design and secure more potentially high impact commitments in OGP Action Plans and the identification of lessons learned throughout the process;
- 1.4 (i) identifying international good practices and standards on the design and implementation by Targeted Beneficiary Countries of open government reforms; (ii) brokering knowledge exchange with governments, thematic partners, academics, and other stakeholders, including by convening multi-stakeholder events; (iii) providing technical assistance to strengthen the technical skills and ambition of Targeted Beneficiary Countries in designing OGP Action Plans.

Part 3. Project Management, Reporting and Monitoring. Activities related to day-to-day Project management, monitoring, reporting, dissemination of results, and evaluation of activities financed under the Project, including the development of a monitoring, evaluation and learning (MEL) framework for adaptive learning and management as well as the organization of MEL sessions to adapt Project implementation, its engagement strategy and, if appropriate, identify areas for improvement in the Project's results framework.

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; and (c) this Article II.

2.03. Institutional and Other Arrangements.

- (a) The Recipient shall maintain, at all times throughout the period of implementation of the Project, professional staff in adequate numbers and with resources, qualifications, experience and terms of reference satisfactory to the Bank and responsible for, *inter alia*, the carrying out of management, procurement, financial management, safeguards, monitoring and reporting activities under the Project.
- (b) Prior to carrying out any activity under the Project in any given Beneficiary Country, the Recipient shall ensure, that such Beneficiary Country's written consent has been obtained.
- (c) The Recipient shall: (i) adopt, by no later than thirty (30) days after the effectiveness of this Agreement, the Project Operations Manual in a form and substance satisfactory to the Bank; and (ii) implement the Project in accordance with the Project Operations Manual; provided however that in the event of conflict between the provisions of said manual and those of this Agreement, the provisions of this Agreement shall prevail.

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 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) Non-consulting services, consulting services and Training under the Project	200,000	100%
(2) Incremental Operating Costs under Parts 2 and 3 of the Project	134,833	100%
(3) Incremental Operating Costs under Part 1 of the Project	395,167	81%
TOTAL AMOUNT	730,000	

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, 2024.

**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 of Finance.

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

1100 13th Street, NW, Suite 800,
Washington, DC 20005
United States of America; and

(b) the Recipient's Electronic Address is:

Telephone:	E-mail:
+1 (650) 787 3379	munyema.hasan@opengovpartnership.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:	E-mail:
248423 (MCI) or 64145 (MCI)	1-202-477-6391	_____

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.”