

Stefan G. Koeberle Country Director, Indonesia

CONFORMED COPY Letter No. CD-310/PNPM/VI/2011

June 30, 2011

Mr. Wicaksono Sarosa Kemitraan bagi Pembaruan Tata Pemerintahan (Kemitraan) Jl. Wolter Monginsidi No. 3 Jakarta Selatan 12110 Indonesia

Dear Mr. Sarosa:

Re: PSF Grant No.TF099554 PNPM Peduli Executing Organization: Kemitraan Project

In response to the request for financial assistance made on behalf of the *Kemitraan bagi Pembaruan Tata Pemerintahan* (Kemitraan) ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as administrator of grant funds provided by donors under the Support Facility for National Program for Community Empowerment (TF070967) ("PSF"), proposes to extend to the Recipient for the benefit of the Republic of Indonesia ("Member Country"), a grant in an amount not to exceed one million five hundred fifty five thousand nine hundred United States Dollars (U.S.\$ 1,555,900) ("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 World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds 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 the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours, INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

/s/ Chris Hoban Acting Country Director, Indonesia

AGREI KEMIT	ED: ΓRAAN
By:/s/	Wicaksono Sarosa Authorized Representative
Name:	Wicaksono Sarosa
Title:	Executive Director
Date:	June 30, 2011

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006

PSF Grant No. TF099554 ANNEX

Article I

Standard Conditions; Definitions

- 1.01. *Standard Conditions*. The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 31, 2010 ("Standard Conditions") 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 Agreement. For purposes of this Agreement the following terms, whenever used in this Agreement shall have the following meanings:
 - (a) "CSO" means a civil society organization authorized to operate in the Member Country. "CSOs" means more than one CSO.
 - (b) "Environmental and Social Codes of Practice" means the document entitled "Environmental and Social Codes of Practice for PNPM Peduli", which is an annex to the PNPM Peduli Operations Manual and which sets out procedures designed to ensure that Project activities are conducted in a manner designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and social impacts, or reduce such impacts to acceptable levels, as such codes of practice may be amended from time to time with the prior written agreement of the Bank and the Recipient.
 - (c) "HIV and AIDS" means human immunodeficiency virus and acquired immunodeficiency syndrome.
 - (d) "Indigenous Peoples" means those social groups in Indonesia that have a distinct social and cultural identity, and that are susceptible to being disadvantaged in the development process affected by the Project or any part thereof as follows: (a) masyarakat adat (customary law communities) based on lineage or locality and bound by customary law with characteristics including: (i) self identification as a distinct indigenous cultural group, (ii) collective attachment to ancestral territories and to the natural resources in the territories; and (iii) customary cultural, economic, social, or political institutions; and (b) Komunitas Adat Terpencil (KAT) (Isolated and Vulnerable communities), a category of customary law communities designated by the Borrower that live in isolated areas with characteristics including: (i) collective attachment to ancestral territories and to the natural resources in the territories; (ii) customary cultural, economic, social, or political institutions; (iii) an indigenous language; (iv) having a subsistence economy, (v) using simple tools and technology, (vi) having a high dependence on the environment and local natural resources, and (vii) having restricted access to social, economic, and political services.

(e) "Indigenous Peoples Planning Framework" means the document entitled "Indigenous Peoples Planning Framework for PNPM Peduli", which is an annex to the PNPM Peduli Operations Manual and which sets out procedures designed to: (a) involve Indigenous Peoples, through a process of free, prior and informed consultation, in the design and implementation of Sub-projects in locations in which such people reside or make their living; and (b) design and implement measures to provide benefits which are socially and culturally acceptable to them, and reduce, mitigate and offset

adverse impacts of Sub-projects, as such operating procedures may be amended from

4 of 15

- (f) "LGBT" means lesbian, gay, bisexual and transgender.
- (g) "List of Sub-Grantees" means the list of Sub-Grantees, which shall be agreed in writing from time to time between the Recipient and the World Bank and included in the Project Management Manual.

time to time with the prior written agreement of the Bank and the Recipient.

- (h) "Negative List" means the list of activities and inputs for which the proceeds of the Grant shall not be used, as set out in the "Social and Environmental Safeguards" section of the PNPM Peduli Operations Manual and cross-referred to in the Environmental and Social Codes of Practice.
- (i) "NGO" means a non-governmental organization authorized to operate in Member Country. "NGOs" means more than one NGO.
- (j) "Part" means a Part of the Project as described in Section 2.01 of this Annex.
- (k) "PNPM" means *Program Nasional Pemberdayaan Masyarakat Mandiri*, the Member Country's National Program for Community Empowerment, as described in Perpres 15/2010, as the same may be amended or updated from time to time.
- (1) "PNPM Peduli" means *Program Nasional Pemberdayaan Masyarakat (PNPM) Mandiri Peduli* or the National Program for Community Empowerment Cares, a PNPM program focused on poverty reduction activities with marginalized groups.
- (m) "PNPM Peduli Operations Manual" means the operations manual, acceptable to the World Bank, as in effect as of the date of this Agreement, applicable for the entire PNPM Peduli operations, meeting the requirements of Section 2.03 (b) of this Annex, and including all annexes and supplements thereto, including: (i) the Environmental and Social Codes of Practice; (ii) the Indigenous Peoples Planning Framework; (iii) the form of progress reports to be completed by the Recipient; and (iv) the form of Sub-Grantee proposal templates to be used by the Recipient, as such manual may be amended or updated from time to time by agreement in writing between the World Bank and the Recipient.

- (n) "Project Management Manual" means the manual, acceptable to the World Bank, setting out the procedures by which the Recipient will manage the Project, and in particular contains cross references and checklists between the Recipient's own normal operating procedures and the required provisions of the PNPM Peduli Operations Manual and this Agreement, as such manual may be amended or updated from time to time by agreement in writing between the World Bank and the Recipient.
- (o) "Procurement Plan" means the Recipient's procurement plan for the Project, dated the date of this Agreement and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- (p) "Sub-Grant" means the proceeds of the Grant to be made available to an eligible Sub-Grantee in accordance with Section 2.03(c) of this Annex for the purposes of carrying out a Sub-project. "Sub-Grants" means more than one Sub-Grant.
- (q) "Sub-Grant Agreement" means each agreement to be entered into by a Sub-Grantee and the Recipient, setting out the terms and conditions, acceptable to the World Bank, on which the Recipient may make a portion of the proceeds of the Grant available to a Sub-Grantee for the purposes of carrying out a Sub-Project, in each case on terms and conditions consistent with this Agreement including each of the provisions set out in Section 2.03(c) of this Annex. "Sub-Grant Agreements" means more than one Sub-Grant Agreement.
- (r) "Sub-Grantee" means an entity: (i) meeting the eligibility criteria set out in, and selected pursuant to, the PNPM Peduli Operations Manual and the Project Management Manual; and (ii) which has entered into a Sub-Grant Agreement with the Recipient meeting the requirements set out in Section 2.03(c) of this Agreement. "Sub-Grantees" means more than one Sub-Grantee.
- (s) "Sub-Project" means those activities (i) consistent with Section 2.01 of this Annex; (ii) meeting the requirements of the PNPM Peduli Operations Manual and the Project Management Manual; (iii) which are not on the Negative List; and (iv) for which a Sub-Grant shall be made by the Recipient to a Sub-Grantee in accordance with the provisions of Section 2.03(c) of this Annex. "Sub-Projects" means more than one Sub-Project.
- (t) "Sub-Project Beneficiary" means the beneficiary (community or individual) of a Sub-Project to be carried out by a Sub-Grantee in accordance with a Sub-Grant Agreement utilizing the proceeds of a Sub-Grant. "Sub-Project Beneficiaries" means more than one Sub-Project Beneficiary.

Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to strengthen the capacities of to reach and empower marginalized groups to improve their socio-economic conditions. The Project consists of the following parts:

Part 1. Providing Sub-Grants to Sub-Grantees.

Providing Sub-Grants to Sub-Grantees to be used for the following activities:

- (a) Economic development and livelihood support, e.g. training in animal husbandry and agriculture cultivation, non-timber forest production and rubber seeding; technical assistance for development of rubber plantations; technical assessment or feasibility study for developing micro hydro plants; technical assistance for communities to create a collective transportation mechanism for products from isolated areas.
- (b) Health service provision, e.g. preventive health care, traditional medicine, mobile clinics, training of community health care cadres; facilitation of visits by doctors, midwives and paramedics; establishment of health outposts with emphasis on indigenous people's needs; and facilitating the development of community-based services in health and education.
- (c) HIV/AIDS, e.g. voluntary HIV/AIDS counseling and testing; developing support groups for families with HIV/AIDS for psychological and therapeutic counseling; establishment of shelter for families with HIV/AIDS; outreach and home-based care for families with HIV/AIDS.
- (d) Education, e.g. basic education activities (read-write-count) for indigenous children and illiterate indigenous adults; training of trainers for basic education; research on the appropriate education system for indigenous people.
- (e) Social protection and social services, e.g. establishment of shelters for homeless and landless indigenous people; facilitate registration of women as legal and professional workers.
- (f) Capacity building, e.g. training for community facilitators, technical training on health assistance, and technical training on education assistance; training and technical assistance for community groups in basic institutional management and business development and product development.
- (g) Legal aid, e.g. legal education for women and children victims of trafficking and children vulnerable to trafficking; legal assistance to women and children victims of trafficking during and after court processes.
- (h) Forestry, e.g. facilitating the obtainment of forest users' rights for indigenous peoples under community-based forest management scheme.

- (i) Planning and community organizing, e.g. technical assistance for community groups in establishing community organizations, community participatory mapping, and community planning.
- (j) Public advocacy, e.g. campaign for the protection of women and children victims of trafficking and children vulnerable to trafficking.

Part 2. Capacity building and technical assistance.

Providing capacity building to Sub-Grantees by conducting capacity building assessments, develop capacity development plans and provide or organize training to Sub-Grantees based on their needs.

Part 3. Project management support.

Provision of technical advisory services and other material support to support the management of the incremental activities generated by the Project.

Part 4. Document Project information.

Document and share key Project information on lessons learned, good practices and key performance indicators.

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

2.03. Institutional and Other Arrangements.

(a) *Institutional Arrangements*. The Recipient shall be responsible for the implementation of the Project and shall establish and thereafter maintain until completion of the Project, a project team, with staffing and terms of reference acceptable to the World Bank.

(b) Implementation Arrangements

(i) The Recipient shall implement the Project in accordance with the PNPM Peduli Operations Manual and the Project Management Manual, acceptable to the World Bank, which taken together give details of guidelines and procedures acceptable to the World Bank for the implementation, supervision, and monitoring and evaluation, of the Project, including: (i) implementation arrangements; (ii) procurement procedures as set forth in Section 2.07 of this Annex, standard procurement documentation and Procurement Plan; (iii) reporting requirements, financial management procedures and audit procedures as set forth in Sections 2.05 and 2.06 of this Annex; (iv) project performance indicators as set forth in Section 2.05 (b) of this Annex;; (v) the Environmental and Social Codes of Practice annex; (vi) the Indigenous

Peoples Planning Framework annex; (vii) the Negative List; (viii) the form for Sub-Grantee proposals; (ix) the form for progress reporting by the Recipient; (x) List of Sub-Grantees; and (xi) mandatory terms and conditions of Sub-Grant Agreements, including those set out in sub-paragraph (c) of this Section 2.03, and obligations for implementation by, and supervision of, Project activities carried out by Sub-Grantees. The Recipient shall not amend the PNPM Peduli Operations Manual or the Project Management Manual except with the written agreement of the World Bank.

(ii) In the event of any conflict between the provisions of: (A) the PNPM Peduli Operations Manual, the Project Management Manual or any Sub-Grant Agreement and (B) those of this Agreement, the latter shall prevail.

(c) Procedures, Terms and Conditions for Sub-grants

- (i) The Recipient shall make available the proceeds of the Grant allocated to Category (4) of the table in paragraph 3.01 of this Annex to one or more eligible Sub-Grantee(s), in each case under a Sub-Grant Agreement to be entered into between the Sub-Grantee and the Recipient, on terms and conditions consistent with this Agreement, and including in all cases the provisions of sub-paragraph (iv) of this Section 2.03(c) for the purposes of carrying out Sub-Project activities in accordance with the PNPM Peduli Operations Manual and the Project Management Manual.
- (ii) The Recipient shall not enter into any Sub-Grant Agreement or make available any Grant proceeds to any Sub-Grantee unless: (A) such Sub-Grantee has furnished to the Recipient a proposal for a Sub-Project that fully satisfies the criteria specified in the PNPM Peduli Operations Manual, including a procurement plan, and (B) the World Bank has issued a no-objection letter for such Sub-Project, unless the World Bank has otherwise notified the Recipient that a World Bank no-objection letter is not necessary for a given Sub-Project or a given category of Sub-Projects.
- (iii) The Recipient shall ensure that no Sub-Grant shall be provided for any activity or input on the Negative List. The Recipient shall ensure that no Sub-Grant may be made available to a Sub-Grantee unless the Recipient and the Sub-Grantee have entered into a Sub-Grant Agreement that fully satisfies the criteria specified in the PNPM Peduli Operations Manual and in sub-paragraph (iv) below.
- (iv) The Recipient shall ensure that each Sub-Grant Agreement shall provide for rights adequate to protect the interests of the World Bank and the Recipient and shall:
 - (A) require the Sub-Grantee to carry out activities specified in the relevant Sub-Grant Agreement in accordance 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 PNPM Peduli Operations Manual, the Project Management Manual, the Anti-Corruption Guidelines, the Environmental and Social Codes of Practice, and the Indigenous Peoples Planning Framework;
- (B) require that all goods and services necessary for the Sub-Project shall be procured by the Sub-Grantee in accordance with the provisions of paragraph 2.07 of this Annex;
- (C) provide promptly as needed the resources required for the Sub-Project
- (D) require that all goods and services shall be used exclusively in the carrying out of the Sub-Project activities;
- (E) require that the Sub-Grantees shall monitor and evaluate the progress of the Sub-Project in accordance with the PNPM Peduli Operations Manual and the Project Management Manual;
- (F) require that the Sub-Grantee shall maintain a financial management system in accordance with the PNPM Peduli Operations Manual and the Project Management Manual and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank and the Recipient; both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-Project and at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank and the Recipient in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank:
- (G) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; and prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing; and
- (H) set out the right of the Recipient to: (A) suspend or terminate the right of the Sub-Grantee to use the proceeds of Sub-Grant; or (B) obtain a refund of the Sub-Grant upon the failure of the Sub-Grantee to perform any of its obligations under the Sub-Grant Agreement.
- (v) The Recipient shall submit to the World Bank for concurrence the Project Management Manual (which contains Sub-Grant procedures) satisfactory to the World Bank, prior to the Recipient approving the first Sub-Project.

(d) **Environmental and Social Safeguards**

- (i) (A) The Recipient shall ensure that each Sub-Grant is implemented in accordance with the environmental and social safeguards section of the PNPM Peduli Operations Manual, including the Environmental and Social Codes of Practice, the Indigenous Peoples Planning Framework and the Negative List.
 - (B) In the event of any conflict between the provisions of: (i) any of the Environmental and Social Codes of Practice, the Indigenous Peoples Planning Framework and the Negative List; and (ii) those of this Agreement, the latter shall prevail.
- (ii) The Recipient shall ensure that each Sub-Grantee shall, in carrying out any Sub-Project that may affect Indigenous Peoples, apply the Indigenous Peoples Planning Framework in a manner to ensure that the Sub-Project shall:
 - (A) avoid, and, if not possible, minimize cultural, social and economic adverse effects on Indigenous Peoples, caused or likely to be caused by the Sub-Project, by taking appropriate mitigating measures; and
 - (B) through a process of free, prior and informed participation, (1) involve concerned Indigenous Peoples in the design and implementation of Sub-projects in which such people reside or make a living; (2) design and implement measures so as to ensure that the benefits received by the Indigenous Peoples under the Project are in harmony with their economic, social and cultural preferences, and likely to protect their customary user rights and reduce, mitigate and offset any adverse impacts of Sub-Projects; and (3) ensure that the Sub-Project proposal submitted by the Sub-Grantee to the Recipient shall have addressed the foregoing in a manner sufficient for such proposal to qualify as an indigenous peoples plan in accordance with the Indigenous Peoples Planning Framework.
- (iii) The Recipient shall ensure that the proceeds of Grant shall not be used to finance any acquisition of land or any involuntary resettlement and that no Sub-Project shall require or permit the involuntary acquisition of land or involuntary resettlement. The Recipient shall ensure that in any Sub-Project involving voluntary land donation, the planning and verification procedures for land donation set out in the Environmental and Social Codes of Practice shall have been followed and documented in accordance with such codes of practice prior to the commencement of the Sub-Project.

- (iv) Without limiting the obligations under Section 2.05 of this Annex, the Recipient shall take all measures necessary on its part to regularly collect, compile, and submit to the World Bank, as part of the Project Reports, (A) information on the status of compliance with the Environmental and Social Codes of Practice and the Indigenous Peoples Planning Framework; (B) details of measures taken for each Sub-Project in the implementation of the foregoing; and (C) information on conditions, if any, in any Sub-Project which interfere or threaten to interfere with the implementation of the foregoing, and remedial measures taken or required to be taken to address such conditions.
- 2.04. *Donor Visibility and Visit*. (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors' support for the Project.
- (b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donor(s) to visit any part of the Member Country's territory for purposes related to the Project.
- 2.05. *Project Monitoring, Reporting and Evaluation.* (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in paragraph (b) of this Section. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
- (b) The performance indicators referred to above in paragraph (a) consist of the following:
 - (i) approval, disbursement and monitoring of at least 12 Sub-Grants;
 - (ii) capacity building assessments conducted for at least 12 Sub-Grantees;
 - (iii) capacity development plans drafted for at least 12 Sub-Grantees;
 - (iv) capacity building to at least 12 Sub-Grantees;
 - (v) submission of quarterly financial and technical reporting on Grant and Sub-Grant activities, meeting the requirements of Section 2.06 of this Annex; and
 - (vi) submission of Project financial and technical completion report meeting the requirements of Section 2.05(c) of this Annex.
- (c) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

- 2.06. *Financial Management*. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
- (b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
- (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

2.07. **Procurement**

- (a) <u>General</u>. All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (i) Section I of the "Guidelines: Procurement of Goods, Works and Nonconsulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines"), in the case of goods, works and non-consulting services;
 - (ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and
 - (iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
- (b) <u>Definitions</u>. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Non-consulting Services

- (i) Except as otherwise provided in sub-paragraph (ii) below, goods and nonconsulting services shall be procured under contracts awarded on the basis of Shopping.
- (ii) The following methods, other than Shopping, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (A) Direct Contracting; and (B) Community Participation procedures which have been set out in the PNPM Peduli Operations Manual and have been found acceptable to the Bank.

(d) Particular Methods of Procurement of Consultants' Services

- (i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- (ii) The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan:
 (A) Selection based on Consultants' Qualifications;
 (B) Single-source Selection;
 (C) Selection of Individual Consultants;
 (D) Sole Source Procedures for the Selection of Individual Consultants.
- (e) <u>Review by the World Bank of Procurement Decisions</u>. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

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) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods	8,500	100%
(2) Consultant Services	176,000	100%
(3) Training and Workshops*	57,500	100%
(4) Sub-Grants under Part 1of the Project	1,122,600	100%
(5) Direct Operational Cost*	117,200	100%
(6) Indirect Operational Cost*	74,100	100%
TOTAL AMOUNT	1,555,900	

*For the purposes of this paragraph:

- (i) the term "training and workshops" means Project-related training and workshops conducted in the territory of the Member Country, including purchase and publication of materials, rental of facilities, course fees, and travel and subsistence of trainees;
- (ii) the term "direct operational costs" means operating costs incurred by the Recipient and required for the Project including: technical and professional staff costs that have been demonstrated as being directly attributable to the Project, new office cost, designated vehicle rental, operation and maintenance, document production and travel costs (other than for training and workshops); and
- (iii) the term "indirect operational costs" means operating costs incurred by the Recipient as part of its ongoing operations, the designated portion of which have been agreed may be charged to the Project, including existing office space, existing vehicle operation and maintenance, operating costs for existing office space, headquarters overhead costs, support staff costs, and management staff costs.
- 3.02. *Withdrawal Conditions*. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:
- (a) for payments made prior to the date of countersignature of this Agreement by the Recipient; or
- (b) under Category 4 until the Recipient has adopted the Project Management Manual, acceptable to the World Bank.

3.03. *Withdrawal Period.* The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2012.

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 Executive Director.
- 4.02. *Recipient's Address*. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Jl. Wolter Monginsidi No. 3 Jakarta Selatan 12110 Indonesia

Phone: Fax:

(62) 21 72799566 (62) 21 7208519

4.03. World Bank's Address. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: Telex: Facsimile:

INTBAFRAD 248423 (MCI) or 1-202-477-6391

Washington, D.C. 64145 (MCI)