

Date 03-Apr-2022

Ms. Nabeeha Kazi
1300 19th Street NW, Suite 200
Washington, DC 20036-1624, USA

**Re: GFF Grant No. TF0B8205
Strengthening of CSOs and Youth Organizations to Improve Health
and Nutrition Gains for Women, Children and Adolescents
Project
Letter Agreement**

Dear Ms. Kazi:

In response to the request for financial assistance made on behalf of Population Action International (“PAI” or “Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“Bank”), acting as administrator of the Global Financing Facility (“GFF”) proposes to extend to the Recipient for the benefit of the Member Countries a grant in an amount not to exceed five million United States Dollars (USD 5,000,000) (“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 to the trust fund. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the 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 Global Financing Facility

By Juan Pablo Uribe Restrepo
Juan Pablo Uribe Restrepo
Global Director, HHNDR

AGREED:
POPULATION ACTION INTERNATIONAL

By Ms. Nabeeha Kazi
Authorized Representative
Name Ms. Nabeeha Kazi
Title President & CEO
Date 03-Apr-2022

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) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (c) “CSO” means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes; and “CSOs” means, collectively and indistinctively, more than one such CSO.
- (d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 4, 2022, 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) “Member Countries” means IBRD or/and IDA countries.
- (g) “Operating Costs” means the reasonable expenditures, as shall have been approved by the Bank, incurred by the Recipient to finance their incremental expenses incurred on account of Project

implementation, and which include, *inter alia*, Project audits, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services).

- (h) “PAI” or “Population Action International” is a non-for-profit corporation created and operating pursuant to its Articles of Incorporation dated January 31, 2021.
- (i) “Partner CSO” means a CSO with legal personality and an office in any GFF country with an independent administrative and governance structure, selected to participate in the Project pursuant to the criteria and mechanisms set forth in the Operational Manual.
- (j) “Sub-grant” means a grant to be made to a Partner CSO out of the proceeds of the Grant, to finance goods, services, and other costs related to technical assistance activities for the carrying out of a Sub-project, subject to specific terms and conditions set forth in the relevant Sub-grant Agreement.
- (k) “Sub-grant Agreement” means the agreement to be entered into between the Recipient and a Partner CSO, pursuant to the provisions of Section 2.04 of this Annex, satisfactory to the Bank.
- (l) “PCU” means Project Coordination Unit, satisfactory to the Bank, as referred to in Section 2.03 (a) of this Annex.
- (m) “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.
- (n) “Project Operational Manual” means the Recipient’s manual, acceptable to the Bank, referred to in Section 2.03 (c) of this Annex, as said manual may be amended from time to time with the agreement of the Bank.
- (o) “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.
- (p) “Subproject” means a specific set of health-related knowledge and sharing activities to be implemented by Partner CSOs selected in accordance with the terms and conditions specified in the Project Operational Manual.
- (q) “Training” means the reasonable costs of Project related training and workshops, including *inter alia*, tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services).

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is enhancing the capacity of civil society and youth organizations to systematically engage in the health sector agenda setting and decision making in Member Countries.

The Project consists of the following parts:

Part 1. Technical Assistance and Capacity Building

- (a) Strengthening the capacity of selected CSOs and youth organizations by, *inter alia*: (i) conducting a country mapping and assessment of key capacity challenges of CSOs and youth organizations and developing plans to target said gaps; (ii) carrying out Workshops with CSOs, youth organizations and relevant government stakeholders aimed at strengthening partnerships and promoting the prioritization of health services in government budgets; and (iii) providing technical assistance and Training to selected CSOs and youth organizations on, *inter alia*, health financing, strategic planning, policy analysis, partnerships and leadership.
- (b) Conducting research on the enablers and obstacles of CSOs' engagement in countries' health priorities setting and decision-making.

Part 2. Support to Partner CSOs

Providing Sub-grants to Partner CSOs.

Part 3. Coordination, Networking, and Communication

Providing support to selected CSOs coordination and networking activities by *inter alia*: (i) carrying out an assessment of existing gaps and developing multiyear strategic plans aimed at improving their networking, coordination, and knowledge sharing activities; and (ii) developing and disseminating knowledge products on CSO engagement.

Part 4. Enhancing CSOs Constructive Advocacy and Collaborative Accountability

Providing Training to CSOs and carrying out Workshops with other relevant global health stakeholders, to advocate and promote accountability on, *inter alia*: (i) delivery of quality essential health services for women, children and adolescents; (ii) implementation of gender equality activities in the health sector; and (iii) promotion of results-based, equitable and sustainable health financing systems.

Part 5. Project Monitoring and Evaluation

Providing support to Recipient for Project implementation, monitoring, and evaluation, including, *inter alia*, financing Operating Costs and carrying out of the Project audits.

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, no later than one (1) month after the Effective Date, establish and thereafter maintain, throughout Project implementation, a Project Coordination Unit (“PCU”) with staff in adequate numbers under terms of reference acceptable to the Bank and with qualifications and experience acceptable to the Bank, to be responsible for the day-to-day implementation of the Project and all fiduciary aspects, including overall financial management, procurement, monitoring and evaluation and disbursement related to the Project as set forth in the Project Operational Manual.
- (b) The Recipient shall ensure that all terms of reference for any consultancies related to the technical assistance provided under Section 2.01 of this Annex shall be satisfactory to the Bank and, to that end, such terms of reference shall require that the advice conveyed through such consultancies and technical assistance be consistent with the requirement of the Bank’s Environment and Social Standards.
- (c) The Recipient shall, not later than one (1) month after the Effective Date of the Project, adopt and thereafter carry out the Project in accordance with a manual acceptable to the Bank, satisfactory in form and substance to the Bank, which shall include, *inter alia*: (i) a detailed description of the Project activities; (ii) the administrative, financial, accounting, auditing, procurement and disbursement procedures for the implementation of the Project; (iii) the plan for the monitoring, evaluation, and supervision of the Project, including the Project performance indicators; (iv) the criteria and procedures for the selection and implementation of Sub-projects; (v) the criteria for identification and selection of the Partner CSOs; (vi) the description of the mechanism for the provision of Sub-grants; and (vii) detailed arrangements and procedures for institutional coordination and Project implementation, the roles and responsibilities of all involved stakeholders (“Project Operational Manual”).
- (d) Except as the Bank shall otherwise agree, the Recipient shall not amend, abrogate, or waive any provision of the Project Operational Manual if, in the opinion of the Bank such amendment, abrogation or waiver may materially and adversely affect the implementation of the Project. In case of conflict between the terms of the Project Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

2.04. ***Sub-grants.***

- (a) Prior to the provision of a Sub-grant, the Recipient shall enter into an agreement with the corresponding Partner CSO (the “Sub-grant Agreement”), on terms and conditions acceptable to the Bank, including, *inter alia*:

- (i) the obligation of the Recipient to make available part of the proceeds of the Grant for the implementation of a given Subproject to the corresponding Partner CSO with due diligence and efficiency;
- (ii) the right of the Recipient to suspend in whole or in part the portion of the Grant allocated to finance a given Subproject in case the Partner CSO shall have failed to comply with its/their obligations under the Sub-grant Agreements and/or terminate the Sub-grant Agreements, as the case may be;
- (iii) the obligation of the Partner CSO to:
 - (A) implement the corresponding Subproject with due diligence and efficiency and in accordance with the provisions of this Agreement and those set forth in the Project Operational Manual;
 - (B) procure goods, non-consulting services and/or consulting services, as the case may be, in accordance with the Bank's Procurement Regulations.
 - (C) maintain adequate records and accounts and make available such documentation to the Recipient and the Bank, and any other information the Recipient may request to comply with its obligations under this Agreement.
 - (D) comply with the provisions of the Bank's Anti-corruption Guidelines in connection with the carrying out of the Subproject; and
 - (E) take or permit to be taken all action to enable the Recipient to comply with its obligations referred in the Sub-grant Agreement and this Agreement.
- (b) The Recipient shall exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Bank and the Recipient and to accomplish the purposes of the Grant and, unless the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Sub-grant Agreement or any of the provisions thereof. In case of any conflict between the terms of any Sub-grant Agreement and those of this Agreement, the terms of this Agreement shall prevail.

2.05. ***Environmental and Social Standards.***

- (a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

- (b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall ensure that:
 - (i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- (e) The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

2.06. **Project Monitoring, Reporting and Evaluation.** The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.

Article III
Withdrawal of Grant Proceeds

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Training and Operating Costs under Parts 1, 3, 4 and 5 of the Project	2,000,000	100%
(2) Sub-grants under Part 2 of the Project	3,000,000	100%
TOTAL AMOUNT	5,000,000	

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 June 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 its President & CEO.

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

(a) the Recipient's Address is:

1300 19th Street NW, Suite 200
Washington, DC 20036-1624, USA; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(+1) 202-728-4177	nkazi@pai.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	juribe@worldbank.org