

Date 21-Sep-2021

Ms. Christabel Ngoma
Acting Executive Director
Civil Society for Poverty Reduction
Plot No. 406
Kudu Road Kabulonga
P. O. Box 51459
Lusaka Zambia

Re: Republic of Zambia: JSDF Grant No. TF0B6347
Voice and Accountability: Community Empowerment for
Improved Local Service Delivery Project
Letter Agreement

Dear Madam:

In response to the request for financial assistance made on behalf of Civil Society for Poverty Reduction (“Recipient”), I am pleased to inform you that the International Development Association (“Bank”), acting as administrator of grant funds provided by Japan (“Donor”) under the Japan Social Development Fund, proposes to extend to the Recipient for the benefit of Republic of Zambia (“Member Country”), a grant in an amount not to exceed two million seven hundred fifty thousand United States Dollars (USD 2,750,000) (“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 Donor. 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 Donor 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. Upon receipt by the Bank of this countersigned copy, this Agreement shall become effective as of the date of the notice of effectiveness from the Bank to the Recipient, confirming in accordance with the provisions of Section 5.02 of the Annex to this Agreement that the Bank has accepted the supporting documents provided by the Recipient to the Bank to establish that the conditions of effectiveness listed in Section 5.01 of the Annex to this Agreement have been satisfied.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By Sahr J. Kpundeh
Sahr Kpundeh
Country Manager for Zambia
Eastern and Southern Africa Region

AGREED:
CIVIL SOCIETY FOR POVERTY REDUCTION

By Christabel Ngoma
Authorized Representative
Name Christabel Ngoma
Title Acting Executive Director
Date 21-Sep-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) “Advisory Committee” means the committee referred to in Section 2.03(d) of this Annex.
- (b) “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.
- (c) “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Bank pursuant to the provisions of Section 2.03(h) of this Annex.
- (d) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (e) “CSOs” means civil society organizations in the Member Country’s territory.
- (f) “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- (g) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 23, 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.
- (h) “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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

- (i) “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project implementation, management, monitoring and evaluation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, support for information systems, office (and office equipment) maintenance and repairs, expenditures for materials and supplies, utilities, document duplication/printing, interpretation and translation costs, consumables, and travel cost and per diem for Project staff for travel linked to the implementation of the Project, salaries of the Recipient’s personnel up to 5% of the Grant amount (excluding consultants’ services, salaries of civil service officials of the Recipient, and salaries of personnel from sub-contracting agencies).
- (j) “Partner” means the Partnership for Transparency Fund, Inc. (PTF), a non-profit organization registered in Washington D.C., vested with the responsibility for implementing some of the activities under Parts 1, 2 and 3 of the Project as referred to in Section 2.03(c) of this Annex.
- (k) “Partnership Agreement” means the agreement referred to in Section 2.03(c) of this Annex.
- (l) “PPE” means personal protective equipment.
- (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 Implementation Manual” or “PIM” means the manual to be prepared by the Recipient for the implementation of the Project; and referred to in Section 2.03(e) of the Annex to the Agreement.
- (o) “Project Management Unit” or “PMU” means the unit referred to in Section 2.03(a) of the Annex to the Agreement.
- (p) “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.
- (q) “Training” means the reasonable costs, approved by the Bank as part of each Annual Work Plan and Budget, for expenditures associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course or workshop preparation and implementation.

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to strengthen community awareness and participation with school management and local authorities for accountable primary

and secondary education services in the nine selected districts in the Member Country's territory. The Project consists of the following parts:

Part 1. Increasing Community Awareness of the Delivery of Education Services

1.1 Development of training materials and social accountability tools

(a) Carrying out stakeholder and political analysis to identify the level of citizen engagement and social accountability in each community through: (i) mapping of stakeholders, including school management, local authorities, education service providers and community groups; (ii) measuring the availability and quality of education services delivered to the communities; (iii) assessing the level of communities' awareness and involvement in the delivery of education services; (iv) identifying community interests; and (v) analyzing the existing gaps in education service delivery and community participation.

(b) Developing training materials and social accountability tools for community leaders and community members, including: (i) school monitoring guidelines, parent teacher association (PTA) manuals, public expenditure tracking template, and community scorecard; (ii) a digital platform to collect, monitor and analyze information sent from community phones; and (iii) a digital geo-mapping platform to map existing community services.

1.2 Capacity development for community members

(a) Establishing community groups by: (i) identifying community leaders for the group; (ii) setting up membership; (iii) clarifying the group mandates and list of activities; and (iv) holding regular group meetings.

(b) Strengthening the capacity of community representatives through the provision of Training on the responsibility and accountability process of different stakeholders involved in education services; COVID-19 measures in education services and community gatherings and the use of social accountability tools to monitor local education services.

(c) Strengthening awareness of members of the community regarding education service delivery and their rights as citizens to inquire about their priorities through various communication channels, including, *inter alia*, community radio programs, community theater, and musical performances.

1.3 Building awareness for school management and local authorities

Carrying out training activities to: (a) build awareness and capacity of school management and local authorities for being accountable for education service delivery; and (b) create a space for community engagement and participation. Said activities to include citizen engagement mechanism and interface meetings with communities.

Part 2. Enhancing Community Engagement and Participation in the Delivery of Education Services

2.1 Strengthening communities' capacity to monitor local education services

(a) Providing training to support communities in monitoring the implementation of the Safe School Plans.

(b) Developing a database to: (i) facilitate the monitoring of school construction and renovation; and (ii) establish a reporting system for communities to detect and report on-the-ground issues.

(c) Collecting, monitoring and analyzing budget data on wage, and operational and development expenses; and discussing issues among communities.

(d) Monitoring textbooks delivery to ensure: (i) the right quantity and quality of textbooks are delivered; (ii) notable issues are communicated to school management and local authorities; and (iii) identified issues are discussed with local authorities and other education service providers.

(e) Monitoring teachers' and students' absenteeism and, at the end of each period, sharing, a report with the parent teacher association.

2.2 Effective community engagement with school management and local authorities

Strengthening the communities capacity to engage with school management and local authorities and communicate issues related, *inter alia*, to school budget, findings from monitoring education services and COVID-19 response measures through participatory forums to consult with primary and secondary school management, local authorities, parent teacher associations and other stakeholders.

2.3 Exchanges in community knowledge and experience in social accountability

(a) Supporting community events with districts to review implemented activities, share experiences, discuss changes made in education services and recognize individuals and communities for their outstanding achievement in influencing the level and quality of education services.

(b) Peer-to-peer knowledge exchange to: (i) facilitate the transfer of experience from communities with high influence on school management and local authorities to communities with limited impact; and (ii) identify and scale up innovative and successful practices generated at the local level.

(c) Building the capacity of local civil society organizations with specialization in education services at national, regional and district levels, on issues related to social accountability and the means to coordinate with communities and facilitate the engagement with local authorities and policy makers.

Part 3. Project Management and Administration, Monitoring and Evaluation (M&E), and Knowledge Dissemination

3.1 Project Management and Administration

Providing support for the day-to-day management of the Project, including: (a) ensuring annual and quarterly activity planning and budgeting, implementation, procurement, financial management, and environment and safeguards; (b) engaging and coordinating with communities, primary and secondary school management, local authorities and CSOs, and other relevant stakeholders; (c) building the Recipient's capacity in Project management, preparation of annual audits and evaluation and completion of Project; and (d) establishing a Project grievance redress mechanism.

3.2 Monitoring and Evaluation

Carrying out Project monitoring and evaluation arrangements, including: (a) undertaking a baseline survey for results framework; (b) collecting on-the ground data, analyzing and reporting Project's progress; (c) conducting annual Project review as well as a mid-term evaluation; and (d) strengthening Recipient's M&E capacity.

3.3 Learning and Knowledge Dissemination

(a) Developing materials to share results and lessons learned, and publish M&E results; (b) organizing annual review, mid-term evaluation and completion review meetings to share Project experience and facilitate knowledge exchange among community groups, local CSOs and authorities, education service providers and donors; (c) promoting Project's visibility and disseminating results through the Recipient's website and social media; and (d) applying appropriate safety protocols during COVID 19 crisis, including information related to PPE's preparation and usage.

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 collaboration with the Partner 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.*** Without limitation upon the provisions of Section 2.02 above:

Implementation Arrangements

(a) The Recipient shall carry the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in the Project Implementation Manual. To this end, the Recipient shall maintain, throughout Project implementation, a management unit with staff in adequate numbers with qualifications and experience satisfactory to the Bank ("Project Management Unit" or "PMU"), to be responsible for the overall coordination of the Project, including financial management and procurement.

(b) The Recipient shall ensure that the Project Management Unit is maintained, throughout Project implementation, with the following staff: a Project coordinator, a finance manager, a procurement officer, a M&E officer, an administrative assistant and an office assistant with experience and qualifications satisfactory to the Bank.

(c) The Recipient shall ensure throughout the Project implementation, that the Partner is maintained with terms of reference and resources acceptable to the Bank, supported by qualified and experienced staff in adequate numbers, vested with the responsibility to mainly provide technical support to the Project. To this end, the Recipient shall: (A) enter into an agreement with the Partner under terms and conditions approved by the Bank, including terms whereby the Partner shall be required to: (i) provide technical support for implementation of Parts 1 and 2 of the Project; and (ii) provide technical support for the monitoring and evaluation of the results and the communication aspect pertaining to Part 3 of the Project ("Partnership Agreement"); and (B) thereafter provide all assistance necessary to allow the Partner to discharge its role in the Project as further detailed in the Project Implementation Manual and in accordance with the provisions of this Agreement.

(d) The Recipient shall establish and thereafter maintain, throughout Project implementation, an advisory committee with terms of reference, mandate, composition and resources satisfactory to the Bank (“Advisory Committee”), to advise the PMU on planning and budget issues, Project monitoring and evaluation, stakeholder coordination, technical issues related to education, citizen engagement and social accountability and any other relevant issues related to the Project. To this end, the Advisory Committee shall annually elect a chair from among its representatives on a rotational basis and shall meet twice a year with the possibility of holding additional meetings if necessary.

Project Implementation Manual

(e) The Recipient shall prepare and adopt an implementation manual, containing detailed arrangements and procedures for the implementation of the Project, including, *inter alia*: (i) institutional coordination and day-to-day implementation of the Project; (ii) disbursement, procurement, financial management and accounting; (iii) environmental and social safeguards, including the operation of a grievance redress mechanism; (iv) monitoring and evaluation, reporting and communication, including performance indicators; and (v) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation (“Project Implementation Manual”). The Recipient shall thereafter carry out the Project in accordance with the Project Implementation Manual. Except as the Bank shall otherwise agree in writing, the Recipient shall not amend or waive, or permit the PMU to amend or waive the Implementation Manual, or any provision thereof.

(f) In case of a conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Annual Work Plan and Budget

(g) The Recipient shall, not later than November 30 of each year during the implementation of the Project, or such later date as the Bank may agree in writing, prepare and furnish to the Bank for its approval, the annual work plan and budget containing all proposed activities for inclusion in the Project during the following calendar year, together with the financing plan for such activities and a timetable for their implementation.

(h) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter ensure that the Project is implemented in accordance with such annual work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget” or “AWPB”).

(i) The Recipient shall ensure that the Project is implemented in accordance with the AWPB (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).

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) Goods	174,620	100%
(2) Consulting services	541,655	100%
(3) Operating Costs	413,760	100%
(4) Training	1,619,965	100%
TOTAL AMOUNT	2,750,000	

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, 2025.

Article IV Additional Remedies

4.01. **Additional Event of Suspension.** The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, the regulation or regulations, as the case may be, establishing the Civil Society for Poverty Reduction shall have been amended, suspended, abrogated, repealed or waived so as, in the opinion of the Bank, to materially and adversely affect the ability of the Civil Society for Poverty Reduction to perform any of its obligations under this Agreement or the accomplishment of the objective of the Project.

Article V Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:

- (a) The Project Implementation Manual, satisfactory to the Bank, has been adopted by the Recipient.
- (b) The Partnership Agreement referred to in Section 2.03(c) of this Annex has been executed on behalf of the Recipient and the Partner.

5.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Acting Executive Director.

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

(a) the Recipient's address is:

Civil Society for Poverty Reduction
Plot No. 406
Kudu Road Kabulonga
P. O. Box 51459
Lusaka Zambia

(b) the Recipient's Electronic Address is:

ngomachristabel@gmail.com

cspr@csprzambia.org

6.03. **Bank's Address.** 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:

Telex:

Facsimile:

248423 (MCI) or
64145 (MCI)

1-202-477-6391

APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Paragraph 17 of the Appendix (Definitions) is modified to read as follows:

“17. “Member Country” means a member of the Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions and refers separately to each such member.”

2. Section 3.07 is modified to read as follows:

“Section 3.07. *Financing Taxes*

(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, a Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the Bank may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals.”

3. Section 4.02 is amended as follows:

- (i) Paragraph (a) is amended to read as follows:

“(a) *Interference*. If the Grant has been made to a Recipient which is not the Member Country, a Member Country has: (i) taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Grant Agreement; or (ii) failed to afford a reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Grant or the Project.”

- (ii) Paragraphs (c) and (d) are amended to read as follows:

“(c) *Fraud and Corruption*. At any time, the Bank determines that any representative of the Recipient (or any Member Country, if the Recipient is not the Member Country, or any other recipient of any of the proceeds of the Grant) has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Grant, without the Recipient (or any such Member Country or any other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Cross Suspension*. IBRD or IDA has suspended in whole or in part the right of the Recipient (or of any Member Country, if the Recipient is not the Member Country) to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Recipient (or by any such Member Country) to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.”

- (iii) Paragraph (h) is amended to read as follows:

“(h) *Membership*. A Member Country: (i) has been suspended from membership in or ceased to be a member of IBRD or of IDA; or (ii) has ceased to be a member of the International Monetary Fund.”

(iv) The first sentence of paragraph (i) is amended to read as follows:

“(i) *Condition of Recipient*. If the Grant has been made to a Recipient which is not a Member Country.”

(v) Paragraph (j) is amended to read as follows:

“(j) *Ineligibility*. IBRD or IDA has declared the Recipient (other than a Member Country) ineligible to receive proceeds of any financing made by IBRD or IDA or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA, as a result of: (i) a determination by IBRD or IDA that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Recipient is ineligible to receive proceeds of any financing made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.”

4. Paragraph (c) of Section 4.03 is modified to read as follows:

“(c) *Fraud and Corruption*. At any time, the Bank determines, with respect to any amount of the proceeds of the Grant, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or any other recipient of the proceeds of the Grant), without the Recipient (or any such Member Country or other recipient of the proceeds of the Grant) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.”

5. Paragraph (a)(ii) of Section 4.05 is modified to read as follows:

“(ii) (A) engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount, or (B) use of such amount to finance a contract during the procurement or execution of which such practices were engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or other recipient of such amount of the Grant), in either case without the Recipient (or any such Member Country, or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.”

6. Paragraph (j) of Section 5.03 is modified to read as follows:

“(j) If, within thirty days after counterparts of the award have been delivered to the parties, the award has not been complied with, any party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the

provisions of the Grant Agreement. Notwithstanding the foregoing, if the Recipient is the Member Country, this Section shall not authorize any entry of judgment or enforcement of the award against the Recipient except as such procedure may be available otherwise than by reason of the provisions of this Section.”