

**The World Bank**  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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**February 2, 2011**

Mr. Marcus Oxley  
Chairman  
Global Network of Civil Society Organizations for Disaster Reduction (GNDR)  
100 Church Road  
TW 11 8QE London UK  
Telephone: Mobile + 44 07968 186735  
Direct + 44 (0)208 943 7704

**Re: East Asia Regional GFDRR Grant for Building Urban Resilience in  
Disaster and Climate Change Risk Management  
Grant No. TF098599**

Dear Sir:

In response to the request for financial assistance made on behalf of the Global Network of Civil Society Organizations for Disaster Reduction (“GNDR”) (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development / International Development Association (collectively the “World Bank”), acting as administrator of grant funds provided by various donors under the Global Facility for Disaster Reduction and Recovery (“GFDRR”), proposes to extend to the Recipient, for the benefit of the Lao People’s Democratic Republic, Kingdom of Cambodia, Republic of the Philippines, Republic of Indonesia, Solomon Islands and the Socialist Republic of Vietnam (each a “Member Country”), a grant in an amount not to exceed one hundred thirty five thousand United States Dollars (U.S.\$135,000) (“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 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, (i) 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; and (ii) that it will seek the necessary and appropriate governmental clearances and approvals to carry out all the Activities associated with the Project.

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 / INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

By/s/ John Roome  
John Roome  
Sector Director  
East Asia and Pacific Region

AGREED:

**GLOBAL NETWORK OF CIVIL SOCIETY ORGANIZATIONS FOR  
DISASTER REDUCTION (GNDR)**

By /s/ Marcus Oxley  
Authorized Representative

Name Marcus Oxley

Title Chairman

Date: 17/2/11

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank out of Various Funds, dated July 31, 2010.
- (2) Disbursement Letter dated February 2, 2011, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.

## 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”), with the modifications set forth in Section I of the Appendix to this Agreement, 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 as follows:

(a) “Financial Management Agent” means Tearfund, which is the appointed Financial Management Agent of the Recipient referred to in Section 2.05(d) of the Annex to this Agreement.

(b) “MOU” means the memorandum of understanding signed on November 3, 2010 between the Recipient and Tearfund, the Recipient appointing Tearfund as its Financial Management Agent until September 2012, referred to in Section 2.05(d) of the Annex to this Agreement.

(c) “Views from the Frontline” or “VFL” means a research and learning project led by the GNDR, that has developed momentum from the ground-up as the views of over 7000 local government officials, civil society organizations and community representatives from 48 countries have been brought together to help paint a picture of the progress being made in implementing disaster reduction activities at the frontline where people at-risk live.

## Article II

### Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to support community participation in building urban resilience in disaster and climate change risk management in selected beneficiary countries in East Asia. The Project consists of the following activities (“Activities”):

A. Support for urban resilience program

Carrying out an assessment of progress towards building disaster resilience in the selected beneficiary countries in East Asia, with a focus in local governance, including the preparation of survey questionnaires, national reports and presentation of Views from the Frontline report at the Global Platform for Disaster Reduction, 2011.

B. Ensuring community participation for resilient urban infrastructure programs

(i) Mapping of relevant civil society actors in two pilot East Asian cities to be selected, including civil society organizations, communities and local government organizations, and developing a methodology to ensure their participation in monitoring and reviewing progress towards the implementation of key aspects such as local governance in climate and disaster risk assessments.

- (ii) Preparation of (a) a framework on multi-stakeholder local-level consultation mechanism to inform investment decisions; and (b) good practice note for community engagement in resilient urban infrastructure investments.
- (iii) Supporting civil society organizations, communities and local governments to participate in regional workshops related to urban resilience in disaster and climate change risk management.

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 (“Anti-Corruption Guidelines”), with the modifications set forth in Section II of the Appendix to this Agreement; and (c) this Article II.

2.03. ***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 Donors to visit any part of each Member Country’s territory for purposes related to the Project.

2.04. ***Project Monitoring, Reporting and Evaluation.*** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare a Project Report, if the World Bank requests, 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. The Project Report shall cover the period in the World Bank’s request and shall be furnished to the World Bank not later than the date of the World Bank’s request.

(b) The performance indicators referred to above in paragraph (a) consist of the following:

- (i) survey questionnaires completed;
- (ii) assessment report presented at the Global Platform for Disaster Reduction;
- (iii) individual national reports completed;
- (iv) mapping of civil society actors in two East Asian countries completed;
- (v) framework on multi-stakeholder participation developed;
- (vi) good practice note on community engagement developed; and
- (vii) participation of communities in regional workshops supported.

(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 (6) months after the Closing Date.

2.05. **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 not later than forty five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Management Agent's Financial Statements that incorporate the Grant financed activities 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 (1) fiscal year of the Recipient's Financial Management Agent. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

(d) Unless otherwise agreed between the Recipient and the World Bank, and for the purposes of this Section, the Recipient shall retain Tearfund as its appointed Financial Management Agent, throughout the implementation period of the Project, under the terms and conditions set out in the MOU signed between the Recipient and Tearfund. The Recipient or its Financial Management Agent shall not amend, vary or waive any provision of the MOU without prior approval of the World Bank.

## 2.06. **Procurement**

(a) **General.** All goods 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 (excluding paragraph 1.16) of the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("Procurement Guidelines"), in the case of goods;

(ii) Sections I (excluding paragraph 1.24) and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("Consultant Guidelines") in the case of consultants' services; and

(iii) the provisions of this Section.

(b) **Definitions.** 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 the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods

(i) Except as otherwise provided in sub-paragraph (ii) below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts which the Bank agrees meet the requirements set forth in the Procurement Guidelines for their use: (A) Shopping; and (B) Direct Contracting.

(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 the Bank agrees meet the requirements set forth in the Consultant Guidelines for their use: (A) Selection based on Consultants' Qualifications; (B) Single-source Selection; (C) Selection of Individual Consultants; and (D) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions

Except as the World Bank shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the World Bank: (a) the first contract to be awarded in accordance with each procurement method; (b) each contract for goods estimated to cost the equivalent of \$100,000 or more irrespective of the method of procurement; and (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more. 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:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
Goods, Consultants' Services, Training and Workshops and Incremental Operating Costs	135,000	100%
<b>TOTAL AMOUNT</b>	135,000	

For the purpose of Section 3.01, (i) the term "Training and Workshops" means the costs associated with training and workshop participation of personnel involved in the implementation of the Project including 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 courses and workshop preparation and implementation; and (ii) the term "Incremental Operating Costs" means the operating costs incurred on account of the implementation of the Project including office supplies and consumables, utilities, communications, mass media and printing services, vehicle rental, operation and maintenance, charges for the opening and operation of bank accounts required for the Project, and travel, lodging and per diems as well as staff time.

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 countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed US\$26,000 equivalent may be made for payments made prior to this date but on or after October 15, 2010 for Eligible Expenditures.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is September 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 Chairman of the Global Network of Civil Society Organizations for Disaster Reduction.

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

Chairman  
Global Network of Civil Society Organizations for Disaster Reduction  
100 Church Road  
TW 11 8QE London UK

Telephone: Mobile + 44 07968 186735  
Direct + 44 (0)208 943 7704

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 / International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:

Telex:

Facsimile:

INTBAFRAD

INDEVAS

Washington, D.C.

248423 (MCI) or

64145 (MCI)

1-202-477-6391



## APPENDIX

### Modifications to the Standard Conditions and the Anti-Corruption Guidelines

**Section I.** The Standard Conditions are modified as follows:

1. Section 4.02(d) is modified to read as follows:

“(d) *Cross Suspension.* IBRD or IDA has suspended in whole or in part the right of the Recipient to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Recipient to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.”

2. The definition of “Member Country” in Section 17 of the Appendix, “Definitions,” is modified to read as follows:

““17. ‘Member Country’ means the member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term ‘Member Country’ and ‘Recipient’ refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, ‘Member Country’ refers separately to each such member.””

**Section II.** The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“...(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has

declared such person or entity ineligible to receive proceeds of financings 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 Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”