

Public Disclosure Authorized

CONFORMED COPY

SRF-CF GRANT NUMBER TF099783

Grant Agreement

(Statistical Development Strategy Implementation Project)

between

FEDERAL REPUBLIC OF NIGERIA

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Statistics for Results Facility Catalytic Fund**

Dated June 16, 2011

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SRF-CF GRANT NUMBER TF099783

GRANT AGREEMENT

AGREEMENT dated June 16, 2011, entered into between the FEDERAL REPUBLIC OF NIGERIA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Statistics for Results Facility Catalytic Fund (“SRF-CF”).

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Preamble and the Appendix to this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out: (a) Parts 1.1, 1.2 (a), 2.1, 2.2, 2.4 (a), 3.1, and 3.2 of the Project through its National Bureau of Statistics; and (b) Parts 1.2 (b), 2.3, 2.4 (b) and 3.3 of the Project through its National Population Commission, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to ten million United States Dollars (\$10,000,000) (“Grant”) to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the SRF-CF for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Recipient's Representative; Addresses

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

The Honorable Minister
Federal Ministry of Finance
Ahmadu Bello Way
Abuja, Nigeria

Cable address: Facsimile:
FEDMINFIN 234-9-2343609
Abuja

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

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

Cable:	Telex:	Facsimile:
INDEVAS	248423 (MCI)	1-202-477-6391
Washington, D.C.		

AGREED at Abuja, Federal Republic of Nigeria, as of the day and year first above written.

FEDERAL REPUBLIC OF NIGERIA

By: /s/ Imiya Kifasi

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Onno Ruhl

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to initiate the implementation of the National Strategy for the Development of Statistics by producing reliable statistics in Participating States.

The Project consists of the following parts:

Part 1. Organizational, Institutional and Human Resource Development

- 1.1. Organizational and Institutional Development. Carrying out of capacity building activities aimed at developing the organizational and institutional framework of the national statistical system through: (a) the conduct of assessments and formulation of measures to strengthen the national framework for statistical data management and coordination; and (b) the preparation of a training needs assessment and provision of hands-on training for NBS officials and other stakeholders in accordance with such assessment.
- 1.2. Human Resource Development and Management. (a) Design and implementation of a human resource development and management framework aimed at attracting and retaining qualified professionals and managers in NBS; and (b) provision of training to staff of NPoPC and Participating States in relevant technical areas such as data entry packages, research methodology, population dynamics, gender issues, reproductive health and population coordination, scanner technology and spatial database management systems, and provision of equipment and vehicles for NPoPC field supervision.

Part 2. Statistical Framework and Information Technology

- 2.1. Roll-out of Statistical Template. Provision of technical assistance and equipment to assist the Participating States in the roll-out of a statistical template for the compilation of administrative statistics at the state level.
- 2.2. Information Technology. Provision of IT equipment, including hardware and software and related technical assistance, to improve communications between NBS, NPoPC and the Participating States and enhance the use of the operating geographical information system.
- 2.3. Pilot Phase of Electronic Birth and Death Registration Centers. Carrying out of a pilot capacity building program aimed at strengthening the capacity of NPoPC registration centers in the Participating States to provide electronic data capture

of births and deaths.

- 2.4. Data Development, Management and Dissemination. Carrying out of a capacity building program aimed at improving the generation and dissemination of quality statistical data at: (a) NBS through: (i) development and dissemination of a comprehensive manual including a standard definition of concepts and methods of conducting statistical research and data collection for selected sector areas; (ii) assistance to statistical bodies in the Participating States to develop and manage statistical data; (iii) development and implementation of a strategy for the publication and dissemination of statistical data by NBS; and (iv) adoption of direct electronic data capture at NBS; and (b) NPoPC through technical assistance for the adoption of direct electronic data capture at NPoPC.

Part 3. Project Management, Monitoring and Evaluation, and Statistical Communication

- 3.1. Project Management, Monitoring and Evaluation by NBS. Provision of technical and operational support to the NBS Project implementation task team to carry out the day-to-day implementation of its respective parts of the Project.
- 3.2. Statistical Communication. Carrying out of a program of activities aimed at facilitating and enhancing the coordination and communication of statistical data, products and services among data producers, data users and other stakeholders.
- 3.3. Project Management, Monitoring and Evaluation by NPoPC. Provision of technical and operational support to the NPoPC Project implementation task team to carry out the day-to-day implementation of its respective parts of the Project.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Technical Committee

1. The Recipient shall maintain, at all times during the implementation of the Project, a technical committee for the Project with a mandate, composition and resources satisfactory to the World Bank.
2. Without limitation upon the provisions of paragraph 1 of this Part A, the technical committee shall: (a) be headed by a representative of the Recipient's Federal Ministry of Finance and comprise representatives of NBS, NPoPC, the National Planning Commission, the governor of the Recipient's central bank, and the Nigerian Statistical Association; (b) meet semi-annually or more often as required; and (c) be responsible for: (i) facilitating the overall coordination of Project activities; (ii) providing strategic and policy directions on the implementation of the Project; (iii) reviewing and recommending for approval by the World Bank the proposed Annual Work Plans and Budgets; and (iv) reviewing progress made towards achieving the Project's objectives and making recommendations for removal of any obstacles to the implementation of the Project.

B. National Bureau of Statistics Project Implementation Task Team

1. The Recipient shall maintain at all times during the implementation of the Project, a Project implementation task team within the coordination department of the National Bureau of Statistics, with functions, staffing and resources satisfactory to the World Bank.
2. Without limitation upon the provisions of paragraph 1 of this part B, the NBS Project implementation task team shall comprise a Project coordinator, a Project officer and a procurement officer, and shall be responsible for the day-to-day implementation of NBS' respective parts of the Project.

C. National Population Commission Project Implementation Task Team

1. The Recipient shall maintain at all times during the implementation of the Project, a Project implementation task team within the coordination department of its National Population Commission, with functions, staffing and resources satisfactory to the World Bank.

2. Without limitation of the provisions of paragraph 1 of this part C, the NPoPC Project implementation task team shall comprise a Project coordinator, a Project officer and a procurement officer, and shall be responsible for the day-to-day implementation of NPoPC's respective parts of the Project.

D. Federal Project Financial Management Division

1. The Recipient shall dedicate and retain throughout the implementation of the Project staff from the accounts unit of the FPFMD, in adequate numbers and with qualifications and terms of reference satisfactory to the World Bank, to be responsible for the financial management of the Project in accordance with the provisions of this Agreement including, but not limited to, the preparation of interim unaudited financial reports and annual financial statements.
2. The Recipient shall dedicate and retain throughout the implementation of the Project staff from the audit unit of the FPFMD, in adequate numbers and with qualifications and terms of reference satisfactory to the World Bank, to perform internal audit functions for the purposes of the Project including, but not limited to, the application and reliability of managerial, financial, operational and budgetary controls.

E. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 1 of each year during the implementation of the Project (or such later date as the World Bank may agree), an annual work plan and budget containing all eligible Project activities and expenditures planned for the following Recipient's fiscal year, including a specification of the source or sources of financing for all eligible expenditures.
2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the World Bank for the respective Recipient's fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the World Bank.

F. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting and Evaluation**A. Project Reports; Completion Report**

1. 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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
2. The Recipient shall: (a) on or about the date eighteen (18) months after the date of this Agreement, submit to the World Bank a mid-term report, in such detail as the World Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to paragraph 1 of this Part A, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and (b) review with the World Bank the mid-term report, on or about the date one month after its submission, and thereafter take all measures required to ensure the efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the World Bank's views on the matter.
3. 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.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. 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 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each 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.

4. The Recipient shall, not later than six months after the date of this Agreement, appoint the independent auditors referred to in Section 2.07 (b) of the Standard Conditions, in accordance with the provisions of Section III of this Schedule, with qualifications and terms of reference satisfactory to the World Bank.

Section III. Procurement

A. General

1. **Goods.** All goods 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 Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' 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 Section I and IV of the Consultant Guidelines, and with the provisions of this Section.
2. **Definitions.** The capitalized terms used below in 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.

B. Particular Methods of Procurement of Goods

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods.** The following methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; and (c) Direct Contracting.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Single-source Selection; (d) Selection of Individual Consultants; and (e) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

1. 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.
2. All terms of reference for consultants' services, regardless of contract value shall be subject to the World Bank Prior Review.
3. All training and workshop activities under the Project shall be specified in the relevant Annual Work Plan and Budget for approval by the World Bank, including: (a) the type of training and workshop; (b) the purpose of the training and workshop; (c) the personnel to participate in the training and workshop; (d) the institution or individual who will conduct the training and workshop; (e) the location and duration of the training and workshop; (f) the cost of the training and workshop; and (g) the outcome and impact of the training and workshop.

E. Procurement Complaints Database at NBS

The Recipient shall, not later than three months after the date of this Agreement, ensure that a centralized procurement complaints online database for the Project, satisfactory to the World Bank, has been established at NBS.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of 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 table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant, 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, consultants' services, Training and Workshops, and Operating Costs for NBS under Parts 1.1, 1.2(a), 2.1, 2.2, 2.4(a), 3.1, and 3.2 of the Project	5,000,000	100%
(2) Goods, consultants' services, Training and Workshops, and Operating Costs for NPoPC under Parts 1.2(b), 2.3, 2.4(b) and 3.3 of the Project	5,000,000	100%
TOTAL AMOUNT	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:
- (a) payments made prior to the date of this Agreement; and
 - (b) payments made for any Eligible Expenditures under Category (2) unless NPoPC has: (i) appointed a procurement consultant with qualifications and terms of reference satisfactory to the World Bank; and (ii) established a procurement tracking system and a procurement complaints database and/or hotline, satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2014.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the plan and budget referred to in Section I.E of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means 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.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means 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.
5. “FPFMD” means the Federal Project Financial Management Division of the Recipient’s Office of the Accountant General, responsible for financial management of donor-assisted projects at the federal level.
6. “National Bureau of Statistics” and “NBS” means the Recipient’s Bureau of Statistics, established pursuant to the Recipient’s Act 9 of 2007, and any successor thereto.
7. “National Planning Commission” means the Recipient’s National Planning Commission established by the Recipient’s Decree No. 12 of 1992 and amended by the Recipient’s Act 71 of 1993, and any successor thereto.
8. “National Population Commission” and “NPoPC” means the Recipient’s National Population Commission established pursuant to the Recipient’s Decree No. 23 of 1988, and any successor thereto.
9. “National Strategy for the Development of Statistics” means the Recipient’s strategy for the development of its national statistical system, approved by the Recipient’s Federal Executive Council on March 17, 2010.
10. “Nigerian Statistical Association” means the Nigerian Statistical Association founded in 1976 pursuant to the laws of the Recipient as a non-profit making professional body of statisticians, economists, planners, demographers, analysts and corporate organizations with interest in statistics.

11. "Operating Costs" means the operating costs incurred for the purposes of the implementation of the Project including office rental expenses, maintenance and insurance of vehicles and equipment, fuel, office supplies, utilities, consumables, bank charges, advertising expenses, travel, per diems, accommodation, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient's civil service.
12. "Participating States" means the Recipient's States of Anambra, Bauchi, Edo, Kaduna, Niger and Ondo.
13. "Procurement Guidelines" means 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.
14. "Procurement Plan" means the Recipient's procurement plan for the Project, referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
15. "Standard Conditions" means the "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated July 31, 2010.
16. "Training and Workshops" means the costs associated with the participation of personnel involved in Project supported activities in training activities and workshops, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course or workshop preparation and implementation.