



Bank Policy

Standard Conditions for Grant Financing Made by the Bank Out of Trust Funds (2019)

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Standard Conditions for Grant Financing Made by the Bank Out of Trust Funds (2019)

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**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

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ARTICLE I
Introductory Provisions

Section 1.01. *Application of Standard Conditions*

These Standard Conditions set forth terms and conditions generally applicable to grants made by IBRD or IDA out of trust funds. They apply to the extent specified in the Grant Agreement.

Section 1.02. *Inconsistency with Grant Agreement*

If any provision of the Grant Agreement is inconsistent with a provision of these Standard Conditions, the provision of the Grant Agreement shall prevail.

Section 1.03. *Definitions*

Capitalized terms used in these Standard Conditions have the meanings set out in the Appendix.

Section 1.04. *References; Headings*

References in these Standard Conditions to Articles, Sections, and Appendix are to the Articles and Sections of, and the Appendix to, these Standard Conditions. The headings of the Articles, Sections, Appendix, and the Table of Contents are inserted in these Standard Conditions for reference only and shall not be taken into consideration in interpreting these Standard Conditions.

ARTICLE II
Project Execution

Section 2.01. *Project Execution Generally*

The Recipient shall ensure that:

- (a) the Project is carried out: (i) with due diligence and efficiency; (ii) in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and (iii) in accordance with the provisions of the Grant Agreement, including these Standard Conditions; and
- (b) the funds, facilities, services, and other resources required for the Project are provided promptly as needed.

Section 2.02. *Insurance*

The Recipient shall ensure that adequate provision is made for the insurance of any goods required for the Project and to be financed out of the proceeds of the Grant, against hazards incident to the acquisition, transportation, and delivery of the goods to the place of their use or installation. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods.

Section 2.03. *Land Acquisition*

The Recipient shall ensure that all action is taken to acquire as and when needed all land and rights to land that are required to carry out the Project, and shall promptly furnish to the Bank, upon its request, evidence satisfactory to the Bank that such land and rights are available for the Project.

Section 2.04. *Use of Goods, Works, and Services; Maintenance of Facilities*

The Recipient shall ensure that:

- (a) except as the Bank shall otherwise agree, all goods, works, and services financed out of the proceeds of the Grant are used exclusively for the purposes of the Project; and
- (b) all facilities relevant to the Project are at all times properly operated and maintained, and all necessary repairs and renewals of such facilities are made promptly as needed.

Section 2.05. *Plans; Documents; Records*

The Recipient shall ensure that:

- (a) all plans, schedules, specifications, reports, and contract documents for the Project are promptly furnished to the Bank upon its request, in such detail as the Bank shall reasonably request;
- (b) records are maintained adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the Eligible Expenditures financed out of the proceeds of the Grant and to disclose their use in the Project, and such records are furnished to the Bank promptly upon its request;
- (c) all records evidencing expenditures under the Project are retained until at least: (i) two (2) years after the Closing Date; or (ii) if the Bank requires audits of the Recipient's Financial Statements pursuant to Section 2.07 (b) below, the later of: (A) one (1) year after the Bank has received the audited Financial Statements covering the period during which the last withdrawal from the Grant Account was made; and (B) two (2) years after the Closing Date; and
- (d) the Bank is able to examine such records, and is provided all information concerning such records as it may reasonably request.

Section 2.06. *Project Monitoring, Reporting, and Evaluation*

The Recipient shall ensure:

- (a) the maintenance of policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Bank, the progress of the Project and the achievement of its objectives; and
- (b) the preparation of periodic reports ("Project Reports"), in form and substance satisfactory to the Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended by the Recipient to ensure the continued efficient and effective execution of the Project, and to achieve the Project's objectives. The Recipient shall ensure

that each Project Report is promptly furnished to the Bank upon its preparation, and afford the Bank a reasonable opportunity to exchange views with the Recipient on such report, and thereafter implement such recommended measures, taking into account the Bank's views on the matter.

- (c) except as the Bank may reasonably determine otherwise, the preparation and furnishing to the Bank not later than six (6) months after the Closing Date: (i) a report, of such scope and in such detail as the Bank shall reasonably request, on the execution of the Project, the performance by the Recipient, and the Bank of their respective obligations under the Grant Agreements and the accomplishment of the purposes of the Financing; and (ii) a plan designed to ensure the sustainability of the Project's achievements.

Section 2.07. Financial Management; Financial Statements; Audits

The Recipient shall ensure that:

- (a) a financial management system is maintained, and financial statements ("Financial Statements") are prepared, in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Projects as may be further specified in the additional instructions as the Bank may specify from time to time by notice to the Recipient.
- (b) if so required in accordance with the provisions of the additional instructions:
 - (i) the Financial Statements are periodically audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank;
 - (ii) no later than the date specified in the additional instructions, the Financial Statements so audited, and such other information concerning the audited Financial Statements and such auditors, as the Bank may from time to time reasonably request, are furnished to the Bank;
 - (iii) the audited Financial Statements be made publicly available in a timely fashion and in a manner acceptable to the Bank; and
 - (iv) if requested by the Bank, the interim unaudited financial reports for the Project, in form and substance satisfactory to the Bank, and as further specified in the additional instructions as the Bank may specify from time to time by notice to the Recipient, are periodically furnished to the Bank.

Section 2.08. Cooperation and Consultation

The Recipient and the Bank shall cooperate fully to assure that the purposes of the Grant and the objectives of the Project will be accomplished. To that end, throughout the implementation of the Project and for a period of ten (10) years thereafter, the Bank and the Recipient shall:

- (a) from time to time, at the request of any one of them, exchange views on the Project, the Grant, and the performance of their respective obligations under the Grant Agreement, and furnish to the other party all such information related to such matters as it shall reasonably request; and

- (b) promptly inform the other party of any condition which interferes with, or threatens to interfere with, such matters.

Section 2.09. *Visibility and Visits*

The Recipient shall:

- (a) ensure that all measures as the Bank may reasonably request to identify publicly the donor(s) to the trust fund supporting the Project are taken; and
- (b) throughout the implementation of the Project and for a period of ten (10) years thereafter:
 - (i) if it is the Member Country, enable the representatives of the Bank and, if requested by the Bank, the representatives of the donor(s), to visit any part of its territory for purposes related to the Grant;
 - (ii) if it is not the Member Country, take all measures required on its part to enable the representatives of the Bank, and, if requested by the Bank, the representatives of the donor(s), to visit any part of the Member Country's territory for purposes related to the Grant; and
 - (iii) enable the Bank's representatives, and, if requested by the Bank, the representatives of the donor(s): (A) to visit any facilities and sites included in the Project; and (B) to examine the goods financed out of the proceeds of the Grant, and any documents relevant to the performance of its obligations under the Grant Agreement.

Section 2.10. *Disputed Area*

In the event that the Project is in an area which is or becomes disputed, neither the Bank's financing of the Project, nor any designation of or reference to such area in the Grant Agreement, is intended to constitute a judgment on the part of the Bank as to the legal or other status of such area or to prejudice the determination of any claims with respect to such area.

Section 2.11. *Procurement*

All goods, works, and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section 2.12. *Anti-Corruption*

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

ARTICLE III Withdrawals

Section 3.01. Grant Account; Withdrawals Generally; Currency of Withdrawals

- (a) The Bank shall credit the amount of the Grant in the currency of denomination of the Grant to the Grant Account.
- (b) The Recipient may from time to time request withdrawals of Grant amounts from the Grant Account in accordance with the provisions of the Grant Agreement, and such additional instructions as the Bank may specify from time to time by notice to the Recipient.
- (c) Each withdrawal of a Grant amount from the Grant Account shall be made in the in the currency of denomination of the Grant to the Grant Account. The Bank may, at the request and acting as an agent of the Recipient, and on such terms and conditions as the Bank shall determine, purchase with the currency withdrawn from the Grant Account such other currencies as the Recipient shall reasonably request to meet payments for Eligible Expenditures. Whenever it shall be necessary for the purpose of the Grant Agreement or these Standard Conditions to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

Section 3.02. Funding Shortfall

Notwithstanding the provisions of Section 3.01, no withdrawals shall be made if, as a result of such withdrawal, the total amount of the Grant withdrawn from the Grant Account would exceed the amount available to the Bank from trust fund resources provided to it by donors for the purposes of the Grant. The Recipient shall bear the risk of any such funding shortfall, and the Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred in connection with the Grant Agreement which exceed the amount made available to the Bank for the purposes of the Grant.

Section 3.03. Special Commitment by the Bank

At the Recipient's request and on such terms and conditions as the Recipient and the Bank shall agree, the Bank may enter into special commitments in writing to pay amounts for Eligible Expenditures notwithstanding any subsequent suspension or cancellation of an amount of the Grant ("Special Commitment").

Section 3.04. Applications for Withdrawal or for Special Commitment

- (a) When the Recipient wishes to withdraw an amount from the Grant Account or to request the Bank to enter into a Special Commitment, the Recipient shall promptly deliver to the Bank a written application for the purpose in such form and substance as the Bank shall reasonably request.
- (b) The Recipient shall furnish to the Bank evidence satisfactory to the Bank of the authority of the person or persons authorized to sign such applications and the authenticated specimen signature of each such person.

- (c) The Recipient shall furnish to the Bank such documents and other evidence in support of each such application as the Bank shall reasonably request, whether before or after the Bank has permitted any withdrawal requested in the application.
- (d) Each such application, accompanying documents, and other evidence shall be sufficient in form and substance to satisfy the Bank that the Recipient is entitled to withdraw such amount from the Grant Account, and that such amount shall be used only for the purposes specified in the Grant Agreement.
- (e) The Bank shall pay the amounts withdrawn by the Recipient from the Grant Account only to, or on the order of, the Recipient.

Section 3.05. *Designated Accounts*

- (a) The Recipient may open and maintain one or more designated accounts into which the Bank may, at the request of the Recipient, deposit amounts withdrawn from the Grant Account as advances for purposes of the Project. All designated accounts shall be opened in a financial institution acceptable to the Bank, and on terms and conditions acceptable to the Bank.
- (b) Deposits into, and payments out of, any such designated account shall be made in accordance with the Grant Agreement and such additional instructions as the Bank may specify from time to time by notice to the Recipient, including the World Bank Disbursement Guidelines for Projects. The Bank may, in accordance with the Grant Agreement and such instructions, cease making deposits into any such account upon notice to the Recipient. In such case, the Bank shall notify the Recipient of the procedures to be used for subsequent withdrawals from the Grant Account.

Section 3.06. *Eligible Expenditures*

Expenditures eligible to be financed out of the Grant proceeds shall, except as otherwise provided in the Grant Agreement, satisfy the following requirements (“Eligible Expenditures”):

- (a) the payment is for the reasonable cost of Project activities that meet the requirements of the relevant Grant Agreement;
- (b) the payment is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (c) the payment is made on or after the date of the Grant Agreement, and except as the Bank may otherwise agree, is for expenditures incurred on or before to the Closing Date.

Section 3.07. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted pursuant to the Grant Agreement is subject to the Bank’s policy of requiring economy and efficiency in the use of the proceeds of its Grants. To that end, if the Bank at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, 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.

Section 3.08. *Allocation of Grant Amounts*

If the Bank reasonably determines that in order to meet the purposes of the Grant it is appropriate to reallocate Grant amounts among withdrawal categories, modify the existing withdrawal categories, or modify the percentage of expenditures to be financed by the Bank under each withdrawal category, the Bank may, after consultation with the Recipient, make such modifications, and shall notify the Recipient accordingly.

ARTICLE IV Cancellation; Suspension; Refund

Section 4.01. *Cancellation by the Recipient*

The Recipient may, by notice to the Bank, cancel any unwithdrawn amount of the Grant, except that the Recipient may not cancel any such amount that is subject to a Special Commitment.

Section 4.02. *Suspension by the Bank*

The Bank may, by notice to the Recipient, suspend, in whole or in part, the right of the Recipient to make withdrawals from the Grant Account if any of the following events occurs and is continuing. Such suspension shall continue until the event (or events) which gave rise to suspension has (or have) ceased to exist, unless the Bank has notified the Recipient that such right to make withdrawals has been restored.

- (a) *Interference.* If the Grant has been made to a Recipient which is not the Member Country, the 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.
- (b) *Performance Failure.* The Recipient has failed to perform any obligation under the Grant Agreement.
- (c) *Fraud and Corruption.* At any time, the Bank determines that any representative of the Recipient (or the 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 the 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 the 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 the Member Country) to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.
- (e) *Extraordinary Situation.* As a result of events which have occurred after the date of the Grant Agreement, an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that the Recipient will be able to perform its obligations under the Grant Agreement.

- (f) *Misrepresentation.* A representation made by the Recipient in or pursuant to the Grant Agreement, or any representation or statement furnished by the Recipient and intended to be relied upon by the Bank in making the Grant, was incorrect in any material respect.
- (g) *Assignment of Obligations; Disposition of Assets.* The Recipient (or any other entity responsible for implementing any part of the Project) has, without the consent of the Bank:
- (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Grant Agreement; or
 - (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Grant; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Bank: (A) do not materially and adversely affect the ability of the Recipient (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Grant Agreement to achieve the objectives of the Project; and (B) if the Grant has been made to a Recipient which is not the Member Country, do not materially and adversely affect the financial condition or operation of the Recipient (or such other entity).
- (h) *Membership.* The 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.
- (i) *Condition of Recipient.*
- (i) If the Grant has been made to a Recipient which is not the Member Country:
 - (A) Any action has been taken for the dissolution, disestablishment, or suspension of operations of the Recipient (or of any other entity responsible for implementing any part of the Project).
 - (B) The Recipient (or any other entity responsible for implementing any part of the Project) has ceased to exist in the same legal form as that prevailing as of the date of the Grant Agreement.
 - (ii) In the opinion of the Bank, the legal character, ownership, or control of the Recipient (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Grant Agreement so as to materially and adversely affect the ability of the Recipient (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Grant Agreement, or to achieve the objectives of the Project.
- (j) *Ineligibility.*
- IBRD or IDA has declared the Recipient (other than the 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.

- (k) *Additional Event.* Any other event specified in the Grant Agreement for the purposes of this Section has occurred (“Additional Event of Suspension”).

Section 4.03. *Cancellation by the Bank*

The Bank may, by notice to the Recipient, terminate the right of the Recipient to make withdrawals with respect to an unwithdrawn amount of the Grant, and cancel such amount, if any of the following events occurs with respect to such amount:

- (a) *Suspension.* The right of the Recipient to make withdrawals from the Grant Account has been suspended with respect to any amount of the Grant for a continuous period of thirty days.
- (b) *Amounts not Required.* The Bank determines, after consultation with the Recipient, that an amount of the Grant will not be required to finance Eligible Expenditures.
- (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 the Member Country, if the Recipient is not the Member Country, or any other recipient of the proceeds of the Grant), without the Recipient (or the 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.
- (d) *Misprocurement.* At any time, the Bank: (i) determines that the procurement of any contract to be financed out of the proceeds of the Grant is inconsistent with the procedures set forth or referred to in the Grant Agreement; and (ii) establishes the amount of expenditures under such contract which would otherwise have been eligible for financing out of the proceeds of the Grant.
- (e) *Closing Date.* After the Closing Date, there remains an unwithdrawn amount of the Grant.

Section 4.04. *Amounts Subject to Special Commitment Unaffected*

No cancellation or suspension by the Bank shall apply to amounts subject to any Special Commitment, except as expressly provided in the Special Commitment.

Section 4.05. *Grant Refund*

- (a) If the Bank determines that an amount of the Grant has been used in a manner inconsistent with the provisions of the Grant Agreement the Recipient shall, upon notice by the Bank to the Recipient, promptly refund such amount to the Bank. Such inconsistent use shall include, without limitation:

- (i) use of such amount to make a payment for an expenditure that is not an Eligible Expenditure; or
 - (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 the Member Country, if the Recipient is not the Member Country, or other recipient of such amount of the Grant), in either case without the Recipient (or Member Country, or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.
- (b) Except as the Bank may otherwise determine, the Bank shall cancel all amounts refunded pursuant to this Section.

Section 4.06. *Continued Effectiveness*

Notwithstanding any cancellation, suspension, or refund under this Article, all the provisions of the Grant Agreement shall continue in full force and effect, except as specifically provided in these Standard Conditions.

ARTICLE V **Enforceability; Arbitration**

Section 5.01. *Enforceability*

The rights and obligations of the Recipient and the Bank under the Grant Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or of any of its political subdivisions to the contrary. Neither the Recipient nor the Bank shall be entitled in any proceeding under this Article to assert any claim that any provision of these Standard Conditions or of the Grant Agreement is invalid or unenforceable because of any provision of the Articles of Agreement of IBRD or IDA.

Section 5.02. *Failure to Exercise Rights*

No delay in exercising, or omission to exercise, any right, power, or remedy accruing to any party under the Grant Agreement upon any default shall impair any such right, power, or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

Section 5.03. *Arbitration*

- (a) Any controversy between the parties to the Grant Agreement and any claim by any such party against the other arising under the Grant Agreement which has not been settled by agreement of the parties shall be submitted to arbitration by an arbitral tribunal (“Arbitral Tribunal”) as hereinafter provided.
- (b) The parties to such arbitration shall be the Bank on the one side and the Recipient on the other side.

- (c) The Arbitral Tribunal shall consist of three (3) arbitrators appointed as follows: (i) one arbitrator shall be appointed by the Bank; (ii) a second arbitrator shall be appointed by the Recipient; and (iii) the third arbitrator (“Umpire”) shall be appointed by agreement of the parties or, if they do not agree, by the President of the International Court of Justice or, failing appointment by said President, by the Secretary- General of the United Nations. If either side fails to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator appointed in accordance with this Section resigns, dies or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed in this Section for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.
- (d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after such notice, the other party shall notify to the party instituting the proceeding the name of the arbitrator appointed by such other party.
- (e) If, within sixty (60) days after the notice instituting the arbitration proceeding, the parties have not agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (b) of this Section.
- (f) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.
- (g) The Arbitral Tribunal shall decide all questions relating to its competence and shall, subject to the provisions of this Section and except as the parties shall otherwise agree, determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.
- (h) The Arbitral Tribunal shall afford to the parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of the Arbitral Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Grant Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.
- (i) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as are required for the conduct of the arbitration proceedings. If the parties do not agree on such amount before the Arbitral Tribunal convenes, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.
- (j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the settlement of controversies between the parties to the Grant Agreement or of any claim by any such party against the other such party arising under the Grant Agreement.
- (k) If, within thirty (30) 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.

- (l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 7.01. The parties to the Grant Agreement waive any and all other requirements for the service of any such notice or process.

ARTICLE VI

Effectiveness; Termination

Section 6.01. Effectiveness

Unless otherwise specified in the Grant Agreement, the Grant Agreement shall become effective on the date as of which it has been executed by all parties to the Grant Agreement.

Section 6.02. Termination

The Grant Agreement and all obligations of the parties under it shall forthwith terminate when all such obligations have been fully performed.

ARTICLE VII

Miscellaneous

Section 7.01. Execution of Grant Agreements; Notices and Requests

- (a) Each Grant Agreement executed by Electronic Means shall be deemed an original, and in the case of any Grant Agreement not executed by Electronic Means in several counterparts, each counterpart shall be an original.
- (b) Any notice or request required or permitted to be made or given under any Grant Agreement or any other agreement between the parties contemplated by the Grant Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, mail, or Electronic Means, to the party to which it is to be given or made at such party's address or Electronic Address specified in the Grant Agreement or at such other address or Electronic Address as such party shall have designated by notice to the party giving such notice or making such request. Any notice or request delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other party at its Electronic Address when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving party.
- (c) Unless the Parties otherwise agree, Electronic Documents shall have the same legal force and

effect as information contained in a Grant Agreement or a notice or request under a Grant Agreement that is not executed or transmitted by Electronic Means.

Section 7.02. Action on Behalf of the Recipient

The representative designated by the Recipient in the Grant Agreement for the purpose of this Section, (or any person authorized by such representative for the purpose) (“Recipient’s Representative”), may take any action required or permitted to be taken pursuant to the Grant Agreement, and execute any documents or dispatch any Electronic Document, required or permitted to be executed pursuant to the Grant Agreement on behalf of the Recipient.

Section 7.03. Evidence of Authority

The Recipient shall furnish to the Bank: (a) sufficient evidence of the authority of the Recipient’s Representative; and (b) the authenticated specimen signature of such representative as well as the Electronic Address referred to in Section 7.01(b)

Section 7.04. Disclosure

The Bank may disclose the Grant Agreement and any information related to the Grant Agreement in accordance with its policy on access to information, in effect at the time of such disclosure.

APPENDIX
Definitions

1. “Additional Event of Suspension” means any event of suspension specified in the Grant Agreement for the purpose of Section 4.02 (k).
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”, as further defined in the Grant Agreement.
3. “Arbitral Tribunal” means the arbitral tribunal established pursuant to Section 5.03.
4. “Bank” means: (a) IBRD if the Grant is made or administered by IBRD; (b) IDA if the Grant is made or administered by IDA; and (c) collectively, IBRD and IDA if the Grant is made or administered by both IBRD and IDA.
5. “Closing Date” means the date specified in the Grant Agreement (or such other date as the Bank shall establish, upon a request from the Recipient, by notice to the Recipient) after which the Bank may, by notice to the Recipient, terminate the right of the Recipient to withdraw from the Grant Account.
6. “Dollar”, “\$” and “USD” each means the lawful currency of the United States of America.
7. “Electronic Address” means the designation of an address that uniquely identifies a person (or a party) within a defined electronic communications system for purposes of authenticating the dispatch and receipt of electronic documents.
8. “Electronic Communications System” means the collection of computers, servers, systems, equipment, network elements and other hardware and software used for the purposes of generating, sending, receiving or storing or otherwise processing electronic documents, acceptable to the Bank and in accordance with any such additional instructions as the Bank may specify from time to time by notice to the Recipient.
9. “Electronic Document” means information contained in a Grant Agreement or a notice or request under a Grant Agreement that is transmitted by Electronic Means.
10. “Electronic Means” means the generation, sending, receiving, storing or otherwise processing of an electronic document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Bank.
11. “Eligible Expenditure” means an expenditure the payment for which meets the requirements of Section 3.06 and which is consequently eligible for financing out of the proceeds of the Grant.
12. “Financial Statements” means the financial statements to be maintained for the Project in accordance with Section 2.07.
13. “Grant” means the grant provided for in the Grant Agreement.
14. “Grant Account” means the account opened by the Bank in its books in the name of the

- Recipient to which the Grant is credited in accordance with Section 3.01 (a).
15. “Grant Agreement” means the grant agreement between the Recipient and the Bank providing for the Grant, as such agreement may be amended from time to time. “Grant Agreement” includes these Standard Conditions as applied to the Grant Agreement, and all appendices, schedules and agreements supplemental to the Grant Agreement.
 16. “IBRD” means the International Bank for Reconstruction and Development.
 17. “IDA” means the International Development Association.
 18. “Member Country” means the member of the 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 Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity.
 19. “Procurement Plan” means the Recipient’s procurement plan for the Project, provided for under Section IV of the Procurement Regulations, as such plan may be updated from time to time with the Bank’s approval.
 20. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, as further defined in the Grant Agreement.
 21. “Project” means the project described in the Grant Agreement, for which the Grant is made, as the description of such project may be amended from time to time by agreement between the Recipient and the Bank.
 22. “Project Report” means each report on the Project to be prepared and furnished to the Bank for the purpose of Section 2.06 (b).
 23. “Recipient” means the party to the Grant Agreement to which the Grant is made.
 24. “Recipient’s Representative” means the representative referred to in Section 7.02 designated by the Recipient in the Grant Agreement or authorized in writing by such representative for the purpose of such Section.
 25. “Special Commitment” means any special commitment entered into or to be entered into by the Bank pursuant to Section 3.03.
 26. “Taxes” includes imposts, levies, fees and duties of any nature, whether in effect at the date of the Grant Agreement or imposed after that date.
 27. “Umpire” means the third arbitrator appointed pursuant to Section 5.03 (c) (iii).
 28. “World Bank Disbursement Guidelines for Projects” means the Bank guidelines, as revised from time to time, and issued as part of the additional instruction referred in Section 3.01 (b).

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Hans Guttman hans.guttman@adpc.net Executive Director Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 115.84.87.162	Sent: 5/27/2020 1:59:46 PM Viewed: 5/27/2020 10:05:07 PM Signed: 5/28/2020 10:03:10 PM
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Meseret Kebede mkebede@worldbank.org The World Bank Security Level: Email, Account Authentication (Optional)	Completed Using IP Address: 72.83.155.246	Sent: 5/28/2020 10:03:16 PM Viewed: 5/29/2020 9:55:08 AM Signed: 5/29/2020 12:02:58 PM
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vvenugopal2@worldbank.org

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Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

1.0 Acknowledgement of Independent Vendor:

A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

3.0 Limitation of Liability:

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

5.0 Preservation of Immunities.

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.