African Forum for Agricultural Advisory Services

Grant Agreement
(Second Multi-Donor Trust Fund Project)

Between

AFRICAN FORUM FOR AGRICULTURAL ADVISORY SERVICES

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the African Forum for Agricultural Advisory Services
Second Multi Donor Trust Fund

Dated October 31, 2013
AFRICA FORUM FOR AGRICULTURAL ADVISORY SERVICES
GRANT AGREEMENT

AGREEMENT dated October 31, 2013, entered into between:

AFRICA FORUM FOR AGRICULTURAL ADVISORY SERVICES ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World
Bank"), acting as administrator of the African Forum for Agricultural Advisory Services
Second Multi Donor Trust Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications
set forth in Appendix 1 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
this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall
carry out the Project 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 four million four hundred forty thousand United States Dollars ($4,440,000) ("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 abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Recipient’s Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Executive Director of AFAAS.

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

African Forum for Agricultural Advisory Services (AFAAS)
Plot 22A Nakasero Road
P.O. Box 34624
Kampala, Uganda

Facsimile:
+256 414 347843

4.03. 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: INTBAFRAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)

AGREED at Kampala, Uganda as of the day and year first above written.

AFRICAN FORUM FOR AGRICULTURAL ADVISORY SERVICES

By

Authorized Representative

Name: M. Sicim Nahdy
Title: Executive Director

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/ INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as administrator of the African Forum for Agricultural Advisory Services Second Multi Donor Trust Fund

By

Authorized Representative

Name: Colin Bruce
Title: Director, Strategy, Operations and Regional Integration
SCHEDULE 1
Project Description

The objective of the Project is to reform and strengthen Agricultural Advisory Services (AAS) in accordance with the Framework for African Agricultural Productivity (FAAP) principles towards increasing agricultural productivity and food security.

The Project consists of the following parts:

Part 1: Support to Country AAS for Engagement in CAADP Pillar IV

Carrying out a program aimed at supporting all AAS stakeholders guided by the FAAP principles in their engagement in the implementation of CAADP Pillar IV in their various countries, including:

A. Establishing and strengthening Country Foras (CFs) through:

(i) supporting existing CFs in developing and implementing their strategic plans, and supporting the emergence of new CF through the provision of technical support and guidance;

(ii) preparing guidelines for - and providing training/coaching to – national level actors for their engagement in CAADP activities with a view to supporting the national roundtable processes and the development of national Compacts;

(iii) providing human resource development support for advisors and farmers in all AFAAS activities and supporting related strategic planning processes at country level through mentoring and coaching; and

(iv) providing Sub-Grants, through Host Institutions, to Beneficiaries to support AAS innovation activities, said activities to include without limitation, testing, adapting and piloting of innovations and technologies; scaling up and out innovations from research; capacity strengthening of AAS actors; studies on climate change and gender; holding joint conferences and workshops; conducting action research in AAS (“Innovation Sub-projects”).

B. Supporting regional and continental collaboration in AAS through:

(i) developing and implementing an information and communication management strategy including: the maintenance and update of the AFAAS website, the management of the virtual social networking platform, the production of regular newsletters, and the design and implementation of a system for financing collaborative innovative projects;
(ii) developing criteria for country-level public or private institutions to become centers of advisory service (CAS), and building such centers' capacity through the provision of start-up Sub-grants, said projects to include, without limitation, supporting food security policy dialogues, producing briefs, piloting and adaptation of market orientation and climate change, financing advisory services through proposal development, scaling up and out ICT tools, farmer/advisor education through training and networking ("CAS Sub-projects") and the development of training modules;

(iii) engaging in the design of CAADP Pillar IV implementation structures at continental level, and developing a supplement to the FAAP document; and

(iv) developing a partnership strategy covering institutions that support AAS at the sub-regional, continental and world level including the carrying out of partnership development workshops and the provision of Sub-grants to Beneficiaries for Sub-projects.

Part 2: AFAAS Governance, Management and Secretariat Activities

Strengthening AFAAS Secretariat's governance and administration systems, including updating its manuals, recruiting staff required for its efficient functioning; developing and maintaining a monitoring and evaluation system; carrying out syntheses and strategic studies, and developing and maintaining a database AAS in Africa.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. AFAAS Secretariat

(a) The Recipient shall maintain, throughout the implementation of the Project, the AFAAS Secretariat with a mandate, composition and resources satisfactory to the World Bank to be responsible for the day-to-day implementation of the Project.

(b) Without limitation upon sub-paragraph (a) above, the AFAAS Secretariat shall designate regional desk officers to coordinate activities in selected sub-regions of the Member Country’s territory.

B. Part 1. A. (iv) of the Project

The Recipient shall ensure that no proceed of the Grant shall be available to finance services under Part 1.A.(iv) of the Project until:

(a) the Host Institution, with fiduciary capacity acceptable to the World Bank, has been selected;

(b) the Recipient has signed a Subsidiary Agreement with the Host Institution in accordance with the provisions of paragraph C of this Section I, as further elaborated in the Operational Manual; and

(c) the Host Institution has signed a Sub-grant Agreement with a Beneficiary for an Innovation Sub-Project in accordance with the provisions of paragraph F of this Section I, as further elaborated in the Operational Manual.

C. Subsidiary Agreement

For the purpose of implementing Part 1. A. (iv) of the Project, the Recipient shall make part of the proceeds of the Grant available to each Host Institution under a subsidiary agreement (Subsidiary Agreement), in form and substance satisfactory to the World Bank, to be entered into between the Recipient and each Host Institution. The Subsidiary Agreement shall describe the implementation arrangements as referred to below:

(a) The Recipient shall ensure that the Subsidiary Agreement shall maintain, at all times during Project implementation, provisions to the following effect:
(i) the Recipient’s obligation to provide part of the proceeds of the Grant to each Host Institution on terms and conditions satisfactory to the World Bank;

(ii) the Host Institution’s obligation to adopt the Operational Manual in form and substance satisfactory to the World Bank;

(iii) the Host Institution’s obligation to carry out Part 1.A. (iv) of the Project with due diligence and efficiency, in conformity with appropriate administrative, technical, environmental and social practices, under the supervision of qualified and experienced management assisted by competent staff in adequate numbers, and in accordance with the provisions of the Operational Manual;

(iv) the Host Institution’s obligation to allow AFAAS internal and external auditors access to its books of accounts;

(v) the Host Institution’s obligation to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project;

(vi) the Host Institution’s obligation to carry out Part 1.A.(iv) of the Project in accordance with the Anti-Corruption Guidelines;

(vii) the Host Institution’s obligation to procure the services required for the Project and to be financed out of the proceeds of the Grant, in accordance with the provisions of Section III of this Annex;

(viii) the Host Institution’s obligation to furnish all such information as the Recipient or the World Bank shall reasonably request;

(ix) the Host Institution’s obligation to promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the implementation of Part 1.A. (iv) of the Project and the performance of its obligations under the Subsidiary Agreement; and

(x) the Host Institution’s obligation to neither take nor concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement.
(b) The Subsidiary Agreement shall include a provision stipulating that in the case of conflict between the Subsidiary Agreement and this Agreement, the latter shall apply.

D. Operational Manual

1. The Recipient shall update the existing Operational Manual ("OM") and take all necessary measures to implement the Project in accordance with said OM. The Recipient shall not amend, suspend, abrogate, repeal or waive any provision of the OM without prior approval of the World Bank.

2. Without limitation upon the foregoing, the OM shall include, inter alia, the selection criteria for Host Institutions.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the OM and those of this Agreement, the provisions of this Agreement shall prevail.

E. Grant Award Guidelines

1. The Recipient shall prepare and adopt grant award guidelines ("Grant Award Guidelines") satisfactory to the World Bank, and take all necessary measures to implement the Project in accordance with said Grant Award Guidelines. The Recipient shall not amend, suspend, abrogate, repeal or waive any provision of the Grant Award Guidelines without prior approval of the World Bank.

2. Without limitation upon the foregoing, the Grant Award Guidelines shall include, inter alia, detailed implementation arrangements and responsibilities, for the Sub-grants, as well as responsibilities and procedures to ensure proper coordination among the various ministries/actors involved in the Project, including inter alia: (a) the procedures for approving, carrying out, monitoring and evaluating the Sub-projects and Sub-grants; (b) the organizational structure for implementation of the Sub-grants; (c) the eligibility criteria for identification, registration and selection of the Beneficiaries, the eligibility criteria for Sub-projects and Sub-grants and terms and conditions of Sub-grants; and (d) detailed procedures for coordination and collaboration among the implementing agencies in carrying out the Sub-grants.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Grant Award Guidelines and those of this Agreement, the provisions of this Agreement shall prevail.
F. **Sub-grants**

1. The Recipient shall – and shall cause each Host Institution - to appraise, approve and monitor the implementation of Sub-projects in accordance with the provisions of this paragraph F.1, as elaborated in the OM and the Grant Award Guidelines.

2. No proposed Sub-project shall be eligible for financing from the proceeds of the Sub-grants under Part 1.A.(iv), Part 1.B.(ii) and Part 1.B.(iv) of Schedule 1 to this Agreement unless the Recipient and the Host Institution, as the case may be, have determined, on the basis of an appraisal conducted in accordance with the OM and the Grant Award Guidelines, that said Sub-project satisfies eligibility criteria set forth in the OM and in the Grant Award Guidelines, which shall include, but not limited to, the following:

   (i) the proposed Sub-project: (A) is technically feasible and economically and financially viable; and (B) does not require any Safeguard Instrument.

   (ii) the proposed Beneficiary: (A) has the organization, management, technical capacity necessary to carry out the proposed Sub-project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed Sub-project.

3. In financing Sub-grants, the Recipient and the Host Institution, as the case may be, shall enter into a Sub-grant Agreement with a Beneficiary under terms and conditions satisfactory to the World Bank, which shall include the following terms and conditions, *inter alia*:

   (i) The Sub-grant shall be made on a non-reimbursable grant basis.

   (ii) The Recipient and the Host Institution, as the case may be, shall obtain rights adequate to protect its interests and those of the World Bank, including the right to:

      (A) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Sub-grant Agreement; and

      (B) require the Beneficiary to:

         (1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial standards and practices satisfactory to the World Bank and the Anti-Corruption Guidelines
applicable to recipients of proceeds other than the Recipient;

(2) provide, promptly as needed, the resources required for the purpose;

(3) procure the services to be financed out of the Sub-grant in accordance with the provisions of Section III of this Schedule;

(4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Sub-project and the achievement of its objectives;

(5) enable the Recipient, the Host Institution, as the case may be, and the World Bank to inspect the Sub-project, its operation and any relevant records and documents;

(6) permit the World Bank to make the Sub-grant Agreement and all financial statements audited pursuant to sub-paragraph (5) of this paragraph (e) (ii) (B) available to the public in accordance with the World Bank's policy on access to information; and

(7) prepare and furnish to the Recipient, the Host Institution, as the case may be, and the World Bank all such further information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

4. Each of the Recipient and the Host Institution shall exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient, the Host Institution and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient and the Host Institution shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

G. Annual Work Plan

(a) The Recipient shall prepare, in accordance with terms of references acceptable to the World Bank, and furnish to the World Bank no later than October 15 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project
for the next calendar year, together with a budget for such activities and a timetable for their implementation.

(b) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the World Bank ("Annual Work Plan").

(c) Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

H. Other

The Recipient shall within six (6) months of the Effective Date: (a) produce a baseline survey report; and (b) provide training in procurement to staff working on the Project.

I. Anti-Corruption

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

J. Donor Visibility and Visit

1. 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.

2. 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 the Member Country’s territory for purposes related to the Project.

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 forty five days after the end of the period covered by such report.

2. 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. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section III of this Schedule.

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 not later than forty five 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 such 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 hire and appoint for the Project: (i) within three (3) months of the Effective Date, an external auditor; (ii) within four (4) months of the Effective Date an internal auditor; and (iii) by June 30, 2014, a finance and administration manager, all in accordance with Section III of this Schedule.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods and 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:

borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of 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 and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts specified in the Procurement Plan: (a) Shopping; and (b) 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) Selection based on Consultants’ Qualifications; (b) Quality-based Selection; (c) Least Cost Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Single-source procedures for the Selection of Individual Consultants and (g) Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

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.
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 ("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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants' services, Operating Costs and Training under the Project</td>
<td>2,740,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under Part 1.A.(iv), Part 1.B.(ii) and Part 1.B.(iv) of Schedule 1 of the Project</td>
<td>1,700,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>4,440,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement; or

(b) under Category 2, until the Recipient has prepared and adopted a Grant Award Guidelines satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2017.
APPENDIX 1

Definitions

(a) "AAS" or "Agricultural Advisory Services" means systems that facilitate the access of farmers, their organizations, and other value chain and market actors to knowledge, information, and technologies; facilitate their interaction with partners in research, education, agribusiness, and other relevant institutions; and assist them to develop their own technical, organizational, and management skills and practices as well as to improve the management of their agricultural activities.

(b) "AFAAS" or "African Forum for Agricultural Advisory Services" means the continental body whose mission is to bring together agricultural extension and advisory services providers, established pursuant to AFAAS Constitution dated June 2007.

(c) "Beneficiary" means individuals or legally established entities to whom the Recipient proposes to make, or has made, a Sub-grant for a Sub-project, as further elaborated in the OM; and "Beneficiaries" means all such beneficiaries.

(d) "CAADP Pillar IV" means the fourth pillar of CAADP which addresses agricultural research, technology dissemination and adoption.

(e) "CAADP" or "Comprehensive Africa Agriculture Development Programme" means an African-owned and Africa-led initiative through which interventions to transform agriculture are coordinated.

(f) "CF" or "Country Fora" means an umbrella organization of AAS providers in a given country that brings AAS stakeholders together to advocate for scale-up and reform of agricultural advisory services along the lines laid out in the FAAP.

(g) "CF Country" means a country where the CF is operating.

(h) "Compact" means an agreement by relevant stakeholders, donors and governmental authorities of a country (or regional economic community) on the priorities and strategy for a country's (or region's) agricultural development program.

(i) "FAAP" or "Framework for African Agricultural Productivity" means a framework that provides principles and recommendations for program and institutional design at every level – guidance intended to help these programs and institutions become more effective at helping farmers and other agricultural enterprises to improve agricultural productivity, profitability and sustainability.
(j) "Grant Award Guidelines" means the guidelines referred to in Section I.E. of Schedule 2 to this Agreement.

(k) "Host Institution" means a well-established focal agricultural institute or a relevant government agency in a CF Country that is selected by a CF, and whose function is to implement activities in a CF Country on behalf of a CF.

(l) "Operating Costs" means the incremental operating expenses approved by the World Bank under each Annual Work Plan, on account of the Project, including office supplies, bank charges, staff salaries, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.

(m) "OM" or "Operational Manual" means the manual referred to in Section I.D. of Schedule 2 to this Agreement, revised by the Recipient in form and substance satisfactory to the World Bank, outlining the implementation modalities of the Project, monitoring and evaluation as the same OM may be amended from time to time with the prior concurrence of the World Bank, and such terms includes any annexes to the OM.

(n) "Procurement Plan" means the Recipient’s procurement plan for the Project, dated June 17, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

(o) "Safeguard Instrument" means any safeguard instrument, plan, framework required under the World Bank safeguard policy.

(p) "Sub-grant Agreement" means an agreement between the Recipient and a Beneficiary or an agreement between a Host Institution and a Beneficiary, setting forth the terms and conditions under which proceeds of a Sub-grant are to be made available to the Beneficiary for the purpose of financing a Sub-project.

(q) "Sub-grant" means a grant made or proposed to be made out of the proceeds of the Grant to finance consultants’ services and Operating Costs under a Sub-project, in accordance with the requirements set out in the OM and the Grant Award Guidelines.

(r) "Sub-project" means an Innovation Sub-project or a CAS Sub-project to be carried out by a Beneficiary under Parts 1.A.(iv), 1.B.(ii) and 1.B.(iv) of Schedule 1 to this Agreement.

(s) "Training" means the reasonable cost of: (i) training materials and rental of training facilities and equipment; (ii) tuition fees, travel, accommodation and per diem of trainers and trainees; and (iii) any other expenses related to training to be carried out under the Project.
APPENDIX 1
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

Paragraphs 17 and 18 of the Appendix to the Standard Conditions are modified 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 Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.”

“18. “Project” means the Project for which the Grant is made. If the Project is carried out in the territory of more than one Member Country, “Project” refers separately to the Project of each such Member.”