Ms. Soukeina Bouraoui  
President  
The Center of Arab Women for Training and Research  
P.O. Box Number 105  
1003 Cité El Khadra  
Tunis- Tunisia  

Re: MENA-MDTF Grant No. TF015010  
Enhancing Microfinance Amongst Women and Youth in MENA Project  

Dear Madam:

In response to the request for financial assistance made on behalf of Center for Arab Women for Training and Research ("CAWTAR" or "Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association ("World Bank"), acting as trustee of grant funds provided by various donors ("Donors") under the Middle East and North Africa Region-wide Technical Assistance Multi-Donor Trust Fund, proposes to extend to the Recipient for the benefit of the Targeted Countries ("Member Country"), a grant in an amount not to exceed six hundred thousand United States Dollars (US$600,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), 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.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and return it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned
copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Inger Andersen
Regional Vice President
MENA Region

AGREED:
CENTER FOR ARAB WOMEN FOR TRAINING AND RESEARCH (CAWTAR)

By
Authorized Representative

Name:

Title: Executive Director

Date: 15/11/2013

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
(5) 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
Article I
Standard Conditions; Definitions

1.01. Standard Conditions. 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 Section I of the Appendix to this Agreement, constitute an integral part of this Agreement.

1.02. Definitions. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following additional terms have the following meanings:

(a) "Centre Mohammed VI" means a Moroccan agency established in 2008 specialized in providing training to MFIs (as hereinafter defined).

(b) "MFI" means microfinance institutions.

(c) "NGO" means a non-governmental organization.

(d) "Operational Manual" and "OM" each means the manual adopted by the Recipient, satisfactory to the World Bank, describing the implementation, financial management, procurement, disbursement, monitoring and evaluation and reporting arrangements for the Project, including standard bidding documents and selection criteria and procedures for the selection of Sub-projects and Beneficiaries and safeguards screening process for Sub-projects.

(e) "Sanabel" means a non-profit organization, incorporated and registered in 2004 in the United States and the Arab Republic of Egypt, responsible for policy guidance and technical assistance provision to MFIs in the region.

(f) "Targeted Countries" means Kingdom of Morocco, Republic of Tunisia and Arab Republic of Egypt.

(g) "Training" means the costs of: (i) reasonable expenditures for local and international travel, room and board and per diem expenditures incurred by trainers and trainees in connection with training provided under the Project; (ii) trainers' fees for trainers recruited as consultants; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction, and distribution expenses.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to enhance microfinance access and usage amongst women and youth in Targeted Countries. The Project consists of the following parts:
1. **Demand-Side Analysis of Access to Finance Constraints Amongst Women and Youth**

Carrying out a demand analysis in Targeted Countries to determine the financial needs of women and youth through: (i) demand-side surveys; (ii) focus group discussions; (iii) existing household survey analysis; and (iv) geographical strata analysis to uncover barriers to access and use the formal financial system for women and youth.

2. **Development and Implementation of Financial Literacy Modules for Women and Youth in the Targeted Countries**

Carrying out a program of activities aimed at: (i) developing and implementing a financial education tool kit targeted low-income women and youth to be used by MFIs, financial service providers and related NGOs to adapt existing financial literacy modules to the need of youth and women; and (ii) conducting training of trainers across the Targeted Countries.

3. **South-South Learning and Training of Key MFIs**

Carrying out a program of activities aimed at enhancing the capacity of MFIs to effectively serve women and youth through targeted learning exchanges between MFIs in the Targeted Countries and leading MFIs in the region, including: (i) learning exchanges on operational and strategic investments; (ii) learning exchanges on the integration of financial literacy modules into MFI operations; and (iii) a regional workshop on financial literacy in close coordination with Sanabel.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. **Institutional and Other Arrangements.** Without limitations upon the provisions of Section 2.02 above:

**Implementation Arrangements**

(a) The Recipient shall, at all times during Project implementation, maintain Sanabel with a mandate, staffing and resources satisfactory to the World Bank to be responsible for workshops organization and training of the financial literacy trainers in the Arab Republic of Egypt.

(b) The Recipient shall, at all times during Project implementation, maintain the Centre Mohamed VI with a mandate, staffing and resources satisfactory to the World Bank to be responsible for carrying out financial literacy training for women and youth in the Kingdom of Morocco.
Operational Manual

(c) The Recipient shall take all necessary measures to implement the Project in accordance with the Operational Manual and this Agreement.

(d) The Recipient shall not amend, suspend, abrogate, repeal or waive any provisions of the Operational Manual without prior approval of the World Bank.

2.04. Project Monitoring, Reporting and Evaluation. (a) 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 quarter and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

2.05. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements 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 (6) months after the end of such period.

2.06. Procurement

(a) General. 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:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 ("Procurement Guidelines"), in the case of goods and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and
(iii) the provisions of this Section, 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").

(b) **Definitions.** The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) **Particular Methods of Procurement of Goods**

Goods shall be procured under contracts awarded on the basis of: (A) Shopping; and (B) Direct Contracting.

(d) **Particular Methods of Procurement of Consultants' Services**

(i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Selection based on Consultants' Qualifications; (B) Single-source Selection of consulting firms; and (C) Selection of Individual Consultants.

(e) **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.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<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, and Training</td>
<td>600,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>600,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2014.

**Article IV**

**Additional Remedies**

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, that the Treaty has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

**Article V**

**Recipient’s Representative; Addresses**

5.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its President.

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

P.O. Box #105  
10003 Cité El Khadra  
Tunis, Tunisia

Facsimile:

+216 71 773 611

5.03. **World Bank’s Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:
International Bank for Reconstruction and Development and
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: INDEVAS
Facsimile:

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

Modifications to the Standard Conditions

Paragraphs 17 and 18 of Appendix to the Standard Conditions are modified to read as follows:

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

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."