Ms. Zulminarni
National Coordinator
Pemberdayaan Perempuan Kepala Keluarga (PEKKA)
Jl. Lapangan 1 No. 2A, , Swadaya Raya
Duren Sawit, Jakarta 13440

Dear Ms. Zulminarni:

Re: Trust Fund for the Building Public Demand for Legal and Judicial Reform,
Women’s Legal Empowerment (WLE) Project Phase II. Grant No. TF096440

In response to the request for financial assistance made on behalf of Pemberdayaan Perempuan Kepala Keluarga (PEKKA) (the “Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, the “World Bank”), acting as administrator of grant funds provided by the Minister for Development Cooperation of the Netherlands under the Building Public Demand for Legal and Judicial Reform Trust Fund, TF071075, proposes to extend to the Recipient for the benefit of the Republic of Indonesia (the “Member Country”), a grant in an amount not to exceed three hundred fifty eight thousand five hundred United States Dollars (US$358,500) (the “Grant”) on the terms and conditions set forth or referred to in this letter agreement (the “Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (the “Project”).

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, 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 returning it to the World Bank.
Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: /s/ Joachim von Amsberg
Country Director, Indonesia

AGREED:
Pemberdayaan Perempuan Kepala Keluarga (PEKKA)

By: /s/ Nani Zulminarni

Name: Zulminari

Title: National Coordinator

Date: May 21, 2010

Enclosures:


Article I

Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 1, 2008 (“Standard Conditions”), with the modification 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. For purposes of this Agreement the following terms, whenever used in this Agreement shall have the following meanings:

   (a) “Adat leader” means a traditional community leader in the Member Country.

   (b) “MSF” means a multi stakeholders forum consisting of justice providers and relevant government institutions to assist the Recipient in the Project implementation at the district level of the Member Country’s territory.

Article II

Project Execution

2.01. **Project Objectives and Description.** The objectives of the Project are to increase women’s access to justice at the community level, specifically to:

   (a) increase legal knowledge and awareness for women, and amongst communities, specifically relating to women’s rights;

   (b) increase the capacity of legal institutions to provide effective services and legal education to women;

   (c) strengthen the role and capacity of village-level paralegals; and

   (d) support policy advocacy on women’s legal needs.

The Project consists of the following parts:

Part 1. Community Based Legal Empowerment

   (a) Recruitment and capacity building for village-based paralegals.

   (b) Capacity building for field workers.

   (c) Community legal awareness raising activities for women.
Part 2. Women’s Issues Capacity Building of Legal Institutions

(a) Facilitating Multi Stake Holder Forum (MSF).
(b) MSF community dialogue with field visit activities.
(c) MSF workshops to strengthen gender perspective in legal institutions.

Part 3. Policy Dialogues

(a) Organizing policy dialogue sessions for community organizers and paralegal representatives with: (i) resource persons from invited legal institutions and (ii) the representatives of the Supreme Court’s General Religious Court Directorate (Badan Peradilan Agama – Mahkamah Agung), the Ministry of Women’s Empowerment, and the National Legislative Assembly.

Part 4. Monitoring and Evaluation

(a) Developing and implementing a Project monitoring and evaluation framework that identifies concrete indicators to be achieved throughout the program and how these indicators will be measured.
(b) Conducting a baseline survey of beneficiaries.

The Project will be implemented in at least seven provinces.

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 provision of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”), with the modification set forth in Section II of the Appendix to this Agreement; and (c) this Article II.

2.03. Institutional and Implementation Arrangements.

(a) Institutional Arrangements.

The Recipient shall be responsible for the implementation of the Project and shall establish and thereafter maintain until completion of the Project, a team, consisting of: (i) a Project director; (ii) a Project coordinator; (iii) consultants; and (iv) field workers.

(b) Implementation Arrangements.

The Recipient shall implement the Project in accordance with the Project Management Manual, acceptable to the World Bank, giving details of guidelines and procedures agreed with the World Bank for the implementation, supervision, and monitoring and evaluation, of the Project, including: (i) implementation arrangements; (ii) procurement procedures as set forth in Section 2.07
of this Annex and standard procurement documentation; (iii) reporting requirements, financial management procedures and audit procedures as set forth in Section 2.05 and 2.06 of this Annex; and (iv) project performance indicators as set forth in Section 2.05 of this Annex. The Recipient shall not amend the Project Management Manual except with the written agreement of the World Bank.

2.04. **Donor Visibility and Visit.**

(a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donor to visit any part of the Member Country’s territory for purposes related to the Project.

2.05. **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 the indicators agreed with 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 performance indicators referred to above in paragraph (a) consist of the following:

(i) Minimum 10% increased community legal awareness and understanding of rights enforcement among the Recipient’s group members.

(ii) Paralegals receive, then handle or pass on an average of at least 12 reports each over a period of two years.

(iii) Adat and religious leaders support women’s rights issues, evidenced by participation of at least one such figure in 25% of the Recipient’s community workshops.

(iv) Formal legal sector officers demonstrate understanding of women’s legal needs and issues evidenced by formal statements or other recognition in each of seven program districts.

(v) District level government support women’s legal empowerment activities evidenced by funding or in-kind support in at least five districts for activities such as free legal aid consultations or public information activities.

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

2.06. **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 as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, 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 months after the end of such period.

2.07. **Procurement**

(a) **General.** All goods and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”), in the case of goods and services other than consultant services; and

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section.

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

(c) **Particular Methods of Procurement of Goods and Services Other Than Consultants’ Services**

(i) Goods and services other than consultants’ services shall be procured under contracts awarded on the basis of Shopping.

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

(i) Consultants’ services shall be procured under contracts awarded on the basis of Selection of Individual Consultants, or Sole Source Procurement for Selection of Individual Consultants.

(e) **Review by the World Bank of Procurement Decisions.** All contracts shall be subject to Post Review by the World Bank.
Article III
Withdrawal of Grant Proceeds

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<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) Consultant Services</td>
<td>105,667</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Training and Workshops</td>
<td>156,694</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Incremental Operating Cost</td>
<td>96,139</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>358,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this paragraph:

(i) the term “training and workshops” means training and workshops conducted in the territory of the Republic of Indonesia, including purchase and publication of materials, rental of facilities, and travel and training-related expenditures for trainers and resource people; and

(ii) the term “incremental operating costs” means operating costs required for the Project including consumable materials and supplies, communications, vehicle rental, operation and maintenance, monitoring and evaluation, reporting, travel, lodging and per diems, and the portion of salaries for staff of the Recipient that have been demonstrated as being directly attributable to the Project, but excluding salaries of staff of the Government of Indonesia’s civil service.

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 June 30, 2011.
Article IV
Recipient’s Representative; Addresses

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Recipient’s National Coordinator.

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

Ms. Nani Zulminarni  
National Coordinator  
Pemberdayaan Perempuan Kepala Keluarga (PEKKA)  
Jl. Lapangan 1 No. 2A,  
Rawa Domba, Duren Sawit,  
Jakarta Timur 13440,  
Indonesia  
Facsimile: 62-21-86603787

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

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America  
Cable: INTBAFRAD  
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391  
Facsimile: 64145 (MCI)
APPENDIX
Modifications to the Standard Conditions and the Anti-Corruption Guidelines

Section I. The Standard Conditions are modified as follows:

1. The provisions of Section 4.02 (j) of the Standard Conditions are modified to read as follows:

   ... (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 financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

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

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

   “…(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the
Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”