H. E. Lassine Bouaré  
Minister of Economy and Finance  
Ministry of Economy and Finance  
B.P. 234  
Bamako  
MALI

Re: Republic of Mali: IDF Grant for Using Diaspora to Transfer Knowledge in Higher Education Project  
IDF Grant No. TF098951

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Mali (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”) proposes to extend to the Recipient a grant from the World Bank’s Institutional Development Fund (“IDF”) in an amount not to exceed four hundred ninety thousand two hundred United States Dollars (U.S.$490,200) (“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”).

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. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Section 4.02 of the Annex to this Agreement.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By____________________

//s// Ousmane Diagana  
Country Director for Mali  
Africa Region
AGREED:
REPUBLIC OF MALI

By __//s// Lassine Bouaré________
   Authorized Representative
Name  Lassine Bouaré________
Title  Minister of Economy and Finance
Date:  May 19, 2011________

Enclosures:

(1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
(2) Disbursement Letter of even date herewith, 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 July 31, 2010 ("Standard Conditions"), 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 meaning:

   (a)  “Malian Diaspora” means Malian nationals living abroad.

   (b)  “TOKTEN Program” or “Transfer of Knowledge through Expatriate Nationals Program” means the program which was developed by UNDP in 1977 being implemented in Mali with the purpose of enhancing the contributions of the Malian Diaspora in areas of science and technology, and in higher education and research.

Article II

Project Execution

2.01.  **Project Objectives and Description.** The objective of the Project is to strengthen the capacity of the Ministry of Malians Living Abroad to expand the university teaching aspects of the Transfer of Knowledge through Expatriate Nationals or Diaspora (TOKTEN) Program. The Project consists of the following parts:

Part 1.  Coordination of Malian Diaspora for university teaching

   Carrying out a program of activities aimed at leveraging the contribution of the Malian Diaspora and maximizing the provision of teaching sessions at the university through: (i) a thorough review of the university’s existing curriculum to include distance learning and e-courses; (b) peer reviews of the modules and the courses by Malian professors living abroad who are not part of the TOKTEN Program; and (iii) the provision of technical assistance to support distance learning and the e-courses.

Part 2.  Support to the establishment of a virtual library

   Provision of technical assistance for the establishment of a virtual library through books’ exchange and reference materials between Malian professors living abroad and professors residing in Bamako.
Part 3. **Audits**

Carrying out of audits.

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 through the Ministry of Higher Education and Scientific Research (MoHESR) in collaboration with the Ministry of Diaspora Affairs 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 (“Anti-Corruption Guidelines”) and revised in January 2011; and (c) this Article II.

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

(a) The Recipient shall establish and maintain, at all times during Project implementation, a Project Management Unit (PMU) within the MoHESR with staff in number and functions satisfactory to the World Bank, to be responsible of the day-to-day financial management of the Project.

(b) The Recipient shall ensure that a qualified financial management specialist with terms of reference, experience and qualifications satisfactory to the World Bank is recruited to be responsible for the production of periodic financial information.

(c) The Recipient shall establish and maintain a financial management system including records, accounts, and preparation of related financial statements in accordance with accounting standards acceptable to the World Bank.

(d) The Recipient shall ensure that:

(i) not later than one month after the Effective Date, a public accountant is affected to the Project;

(ii) not later than three months after the Effective Date, a simplified manual of accounting, financial and administrative procedures is adopted for the Project; and

(iii) not later than four months after the Effective Date, an external auditor, with terms of reference acceptable to the World Bank, is recruited.

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 the indicators set forth below in paragraph (b) of this Section. Each Project Report shall cover such period as shall be indicated in the World Bank’s request and shall be furnished to the World Bank not later than one month after the date of such request.

(b) The performance indicators referred to above in paragraph (a) consist of the following: (i) number of long distance modules development with the assistance of the Malian
Diaspora; (ii) number of TOKTEN missions undertaken by Malian Diaspora; and (iii) number of students who use the virtual library.

(c) The Recipient shall, upon the World Bank’s request, 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 five 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 (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 audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. **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:


(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 National Competitive Bidding and Shopping.
Additional Provisions for National Competitive Bidding. (a) in addition to the advertisement of General Procurement Notice in United Nations Development Business and in the Bank’s external website, bids will be advertised in national newspapers with wide circulation; (b) eligible firms, including foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (c) no domestic preference shall be granted to domestic bidders or bidders from the West African Economic Monetary Union Countries and for domestically manufactured goods; (d) bidders will be given four (4) weeks at least to submit bids from the date of availability of the bidding documents; (e) the evaluation and award process of alternative bids will be revised to be concordant with the World Bank’s procurement Guidelines; (f) Procurement entities shall use appropriate standard bidding documents acceptable to the World Bank; (g) each bidding document and contract financed out of the proceeds of the Advance shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16 (a) of the Procurement Guidelines; (h) in accordance with paragraph 1.16 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Grant shall provide that: (1) the bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, shall permit the World Bank, at its request, to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, audited by auditors appointed by the World Bank; and (2) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a) (v) of the Procurement Guidelines; (i) The World Bank may recognize, if requested by the Recipient, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the World Bank confirms that the particular debarment procedure afforded due process and the debarment decision is final.

(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 may be used for the procurement of consultants’ services for those assignments which the World Bank agrees meet the requirements set forth in the Consultant Guidelines for their use: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-source Selection; (F) Established Private or Commercial Practices which have been found acceptable to the World Bank; (G) Selection of Service Delivery Contractors which have been found acceptable to the World Bank; (H) Selection of Individual Consultants; and (I) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. (i) the procurement plan shall set forth prior review thresholds and those contracts which shall be subject to the World Bank’s Prior Review; (ii) 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: (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 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) Goods,</td>
<td>95,700</td>
<td>100%</td>
</tr>
<tr>
<td>Consultants’ services</td>
<td>282,500</td>
<td>100%</td>
</tr>
<tr>
<td>(including audit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Training and Workshops</td>
<td>112,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>490,200</strong></td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Section, the term “Training and Workshops” means the reasonable costs associated with training and workshops participation under the Project, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials.

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 three years after the date of countersignature of this Agreement by the Recipient.

**Article IV**

**Effectiveness; Termination**

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the financial specialist has been recruited in accordance with the provisions of Section 2.03(b) of this Annex.

4.02. Except as the Recipient and the World Bank shall otherwise agree, the Effective Date on which this Agreement shall enter into effect shall be the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01. If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if
this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event has ceased to exist.

4.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

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 the Minister of the Recipient responsible for finance.

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

Ministry of Finance
BP 234
ACI 2000
Bamako, Mali

Facsimile:

223-20-221914 / 20-231654

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

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145
Facsimile: 1-202-477-6391 (MCI)