

**The World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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August 28, 2012

Kamel Ayadi  
President  
Commission Anti-Corruption (CAC)/Fédération Mondiale des Organisations  
d'Ingénieurs(FMOI)  
BP88, 1073 Monplaisir  
Tunis, Tunisia

Dear Mr. Ayadi,

**FY2012 Social Development Civil Society Fund  
CSF File Number: MTuF038**

I am writing on behalf of the International Bank for Reconstruction and Development (the Bank) to indicate the Bank's agreement to make available to *Commission Anti-Corruption (CAC)/Fédération Mondiale des Organisations d'Ingénieurs(FMOI)* (the Recipient) a grant in the amount of *Ninety two thousand* United States dollars (US\$92,000) (the Grant) to support *Empowering Social Actors to Fight Against Corruption* (the Project) on the terms and conditions set forth in this Grant Agreement. The Grant is made from the Bank's FY2012 Social Development Civil Society Fund in response to the proposal submitted by the Recipient as an application for funding for the Project and approved by the Social Development Civil Society Fund's selection committee on May 15, 2012.

**1. Use of the Grant Funds**

1.1 The Recipient declares its commitment to the objectives of the Project and agrees to use the Grant only for the intended purposes described in Annex 1 to this Grant Agreement. The Recipient further agrees not to on-grant or on-lend the Grant funds for implementation by other entities.

1.2 The Bank shall arrange to have the Grant funds paid to the Recipient in two (2) installments in accordance with the following schedule:

- (a) following effectiveness and upon receipt of a countersigned copy of this Grant Agreement, fifty percent (50%) of the Grant funds; and
- (b) upon receipt of the first unaudited financial report as described in section 2.1 and the first interim activities report as described in section 3.1, satisfactory to the Bank, the remaining fifty percent (50%) of the Grant funds.

1.3 The Recipient shall exercise the same care in the administration of the Grant as it exercises in the administration of its own funds, having due regard to economy and efficiency and the need to uphold the highest standards of integrity in the administration of public funds.

1.4 The Recipient shall ensure that the Grant is not used for payments prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

1.5 The Grant funds (and any interest income earned thereon) shall be used to finance activities undertaken by the Recipient on or after the date of countersignature of this Grant Agreement, on which date this Grant Agreement shall become effective (the Commencement Date) through the date one (1) year after the Commencement Date (the Grant Period). The Recipient understands that all Grant funds must be committed during the Grant Period and disbursed within three (3) months after the end of the Grant Period. Any Grant funds that have not been disbursed within three months after the end of the Grant Period shall be returned to the Bank, unless otherwise agreed in writing by the Bank.

1.6 The Recipient shall ensure that the Grant is not used for payments for which corrupt, fraudulent, collusive, coercive or obstructive practices (generally referred to herein as "fraud and corruption") were engaged in by representatives of the Recipient, including its officers, employees and agents or other person or entity that receives Grant funds, or takes or influences decisions related to Grant funds, in all cases whether or not in physical possession of such funds ("Representatives"). The Recipient further agrees to take all appropriate measures to prevent fraud and corruption in connection with the Grant, including adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the Grant is used only for the purposes for which it was granted.

1.7 If the Bank determines that an amount of the Grant has been used in a manner inconsistent with the provisions of this Grant Agreement, the Recipient shall, upon notice by the Bank to the Recipient, promptly refund such amount to the Bank. If the Bank determines that any Representatives have engaged in fraud and corruption in connection with the Grant, the Recipient shall take timely and appropriate action, satisfactory to the Bank, to address such fraud and corruption.

1.8 The Recipient agrees to immediately report to the Bank any allegations of fraud and corruption in connection with the Grant that come to its attention and cooperate fully with the Bank in any investigation into allegations of fraud and corruption in connection with the Grant. If at any time the Bank determines through its Sanctions Board that a person or entity has engaged in fraud and corruption in connection with the Grant, the Bank may sanction such person or entity (a "debarred entity"), including by declaring it ineligible to (i) receive the proceeds of any Bank loan, credit or grant, (ii) provide goods, works or services to the Bank, or (iii) otherwise participate in any project financed by the Bank. The Recipient agrees that it will not provide any Grant funds to any entity which has been debarred or suspended by the Bank from eligibility. Debarments are listed on the Bank's external website and suspensions will be made available to the Recipient through a password protected website.



2.1 The Recipient shall ensure that a financial management system is maintained and financial reports 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 activities funded by the Grant.

2.2 The Recipient shall ensure that unaudited financial reports for the activities funded by the Grant are prepared and furnished to the Bank not later than thirty (30) calendar days after the end of each quarter during the Grant Period, satisfactory to the Bank based on the form attached hereto as Annex 2. The final consolidated unaudited financial report shall be furnished to the Bank not later than two (2) months after the end of the Grant Period, in form and substance satisfactory to the Bank.

2.3 The Recipient shall have its annual financial statements for the activities funded by the Grant audited by independent auditors in accordance with consistently applied auditing standards acceptable to the Bank. Each such audit of the financial statements shall cover the entire period during which withdrawals from the Grant account were made and shall be furnished to the Bank not later than three (3) months after the end of such period.

2.4 The Recipient shall ensure that (i) all records evidencing expenditures related to the activities funded by the Grant are retained until at least one (1) year after the Bank has received all the financial reports covering the entire Grant Period; and (ii) the representatives of the Bank are able to examine such records, and are provided all such information concerning such records as they may from time to time reasonably request.

### **3. Reports**

3.1 The Recipient shall submit to the Bank interim activities reports not later than thirty (30) calendar days after the end of each quarter during the Grant Period, based on the form attached hereto as Annex 3. The interim activity reports shall be approximately five (5) pages in length and preferably in English and, alternatively in French or Arabic, and shall, inter alia, specify the activities carried out and outputs; provide explanations of any variations in relation to the planned activities; report on any challenges in the implementation of the activities; and describe any proposed changes to the implementation of the activities.

3.2 The Recipient shall submit to the Bank a completion report on the implementation of the activities not later than two (2) months after the end of the Grant Period, based on the form attached hereto as Annex 4. The completion report shall be approximately five (5) pages in length and preferably in English and, alternatively in French or Arabic; and shall, inter alia, specify the activities carried out, outputs, outcomes and lessons learned in relation to the Grant activities; provide explanations of any variations in relation to the planned activities; report on any challenges in the implementation of the activities; and describe what actions have been or may be taken to overcome such challenges.

### **4. General**

4.1 The Recipient represents that it is a duly registered legal entity in its local jurisdiction. The Recipient further represents that it (i) has a history of financial probity and a record of achievement and (ii) has disclosed any significant aspects to the contrary to the Bank.

4.2 Communications for administrative and procedural purposes may be made by email, fax or letter as follows, unless otherwise notified in writing by one Contact to the other Contact:

(a) Communications made by the Bank to the Recipient will be directed to (the Recipient Contact):

Kamel Ayadi  
Founding President  
Commission Anti-Corruption(CAC)/Fédération Mondiale des Organisations  
d'Ingénieurs(FMOI)  
BP88, 1073 Monplaisir  
Tunis, Tunisia  
Tel: (+216)26751559  
Email: kayadi@topnet.tn/kayadi@planet.tn

(b) Communications made by the Recipient to the Bank will be directed to (the Bank Contact):

Ms. Kury Cobham  
Operations Officer  
Social Development Department  
The World Bank Group  
1818 H Street, NW  
Washington D.C. 20433  
Tel: 202-473-6616  
Fax: 202-522-3247  
Email: kcobham@worldbank.org

4.3 The Bank will disclose this Grant Agreement and related information on the Grant in accordance with its Policy on Access to Information. By entering into this Grant Agreement, the Recipient consents to such disclosure.

4.4 This Grant Agreement, including any annexes, comprises the entire agreement between the Bank and the Recipient relating to the subject matter hereof. It supersedes any prior arrangements, agreements or understandings relating to the subject matter and also does not include any subsequent qualifying side or cover letters.

4.5 By confirming its agreement below, the Recipient represents that it is authorized to enter into this Grant Agreement and to withdraw Grant funds for the intended purposes and in accordance with the terms stated above. The Recipient acknowledges that any breach of this Grant Agreement or any issues raised with respect to the use of Grant funds may affect consideration of any possible future grant applications to the Social Development Civil Society Fund.

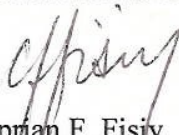
4.6 Please confirm your agreement to the foregoing on behalf of the Recipient by signing, dating and returning to us the enclosed copy of this Grant Agreement. Upon receipt by the Bank of the copy of this Grant Agreement countersigned by you, this Grant Agreement will



become effective as of the Commencement Date; provided, however, that the offer of this Grant Agreement shall be deemed withdrawn if the Bank has not received the countersigned copy of this Grant Agreement within five (5) days after the date of signature of this Grant Agreement by the Bank.

Sincerely,

INTERNATIONAL BANK  
FOR RECONSTRUCTION AND DEVELOPMENT



Cyprian F. Fisiy  
Sector Director  
Social Development Department

CONFIRMED AND AGREED:

**Commission Anti-Corruption(CAC)/Fédération Mondiale des Organisations d'Ingénieurs(FMOI)**

By: \_\_\_\_\_  
(Authorized Representative)

Name: Kamel Ayadi

Title: President

Date: \_\_\_\_\_

Annex 1: Objectives, Activities and Budget

Annex 2: Quarterly Financial Report Form

Annex 3: Quarterly Activity Report Form

Annex 4: Completion Report Form

## ANNEX 1

- A. **GRANT OBJECTIVES** – The objective of the project is to foster civil society engagement to work hand in hand with all stakeholders, including government, and business community to address corruption and advance governance, transparency and accountability of public officials and service providers in Tunisia.
- B. **ACTIVITIES** - Activities are comprised from three complementary components:
- Component1: Design, implementation, and maintenance of an online platform, Virtual Knowledge Management Centre
  - Component2: "Train the Trainers Program" on corruption
  - Component3: Conducting a survey of the major causes of corruption in Tunisia
- C. **BUDGET** - *Provide a firm budget agreed with the Recipient*

<b>*Expenses</b>	<b>*Description/Details</b>	<b>*Amount (US Dollars)</b>
<b>1. Professional Fees</b>	<p>*Web designers, translators, trainers, experts, survey of the major causes of corruption in Tunisia:</p> <p>--<u>Electronic Platform</u>: Technical design and implementation</p> <p>--<u>Professional fees</u>: honorarium of experts, translation of teaching materials and web resources, etc</p> <p>--<u>Survey</u>: Poll, sampling, data analysis, interview of experts in procurement, etc</p>	50,000
<b>2. Materials &amp; Equipment</b>	<p>Teaching equipments, video projector, photocopier, whiteboard, paperboard, computer.</p> <p>local transportation (when needed) for trainees and group of individuals,</p>	8,000
<b>3. Training (if any)</b>	<p>*Train-the-Trainers programs</p> <p>-Five training sessions to be conducted</p> <p>-conducting two workshops to present and endorse survey results, etc</p>	22,000
<b>4. Travel (if any)</b>	<p>International experts and trainers</p> <p>*For 7(seven) events (5 training sessions and 2 workshops), 8 to 12 experts will be needed.</p> <p>- The average stay duration in Tunis for each expert: 4 days</p> <p>-Travel expenses</p> <p>-Local expenses (hotel, meals and local transportation)</p>	10,000
<b>5. Monitoring/Evaluation, 10% (required)</b>		9,000
<b>6. Capacity Building (max. 30%, optional)</b>	Hiring and Training new employees	25,000
<b>7. General Administration /Overhead (max. 10%)</b>	<p>Communications costs, administrative expenses,</p> <p>--Communication materials, electronic and paper materials: design edition and distribution (poster, flyer, etc)</p> <p>-Communication tel (international and local</p>	11,000

<b>*Expenses</b>	<b>*Description/Details</b>	<b>*Amount (US Dollars)</b>
	call, fax , intern etc) -Special events and administrative cost (press events, etc)	
<b>8. Other Expenses</b>		
<b>9. Contingency costs (max. 10%)</b>		11,000
<b>TOTAL PROJECT EXPENDITURES (Sum of items 1-8)</b>		146,000
<b>10. Other Funding Sources</b>		
<b>11. Counterpart Contributions (minimum 25% of grant amount, cash or in-kind)</b>	The WFEO commits itself to contribute in kind and cash this sum directly or through its partners	54,000
<b>TOTAL GRANT FUNDING REQUESTED (Subtract 9 and 10 from total project expenditure - must not exceed US\$100,000)</b>		92,000