Mr. K.Y. Amoako  
President  
African Center for Economic Transformation  
1776 K Street, NW  
Suite 200  
Washington, DC  
20006

Regional: Enhancing ACET Capacity Building to Strengthen African Governments for Transformation Project  
IDF Grant No. TF 016593

Dear Mr. Amoako:

In response to the request for financial assistance made on behalf of the African Center for Economic Transformation ("ACET" or the "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 nine hundred forty thousand United States Dollars (U.S.$940,000) ("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").

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effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World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

By
Boatema Guermazi
Acting Director, Regional Integration
Africa Region

AGREED:

African Center for Economic Transformation

By
Authorized Representative
Name: K. Y. AMOAKO
Title: PRESIDENT
Date: 15 APRIL 2014

Enclosures:

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


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) “African Center for Economic Transformation” and “ACET” means a non-profit 5.01 (c) (3) organization, registered with a tax exempt status at the Internal Revenue Service of the United States of America.

(b) “Host Agreement” means the agreement dated August 4, 2010, signed between the Host Country and ACET to establish ACET’s Liaison Office in Accra, Ghana, with independent and tax exempt status, all in accordance with the laws of the Host Country.

(c) “Host Country” means the Republic of Ghana.

(d) “Liaison Office” means the Recipient’s liaison office, legally established and operating in the Host Country.

(e) “NOCAL” means the National Oil Company of Liberia.

(f) “Simandou Iron Ore Project” means an iron ore mining project located in the south-east of Guinea.

(g) “SME” means small and medium enterprises.

(h) “SOGUIPAMI” means the Societe du Guineene Patrimoine Minier.

(i) “Training and Workshops” means the reasonable cost of: (i) training materials and rental of training facilities and equipment; (ii) travel, accommodation and per diem of trainers and trainees; and (iii) any other expenses related to training to be carried out under the Project.

Article II
Project Execution

2.01. Project Objectives and Description The objective of this Project is to strengthening ACET’s capacity to support selected African governments for transformation.
The Project consists of the following parts:

**Part A: Strategic Engagements for Effective Extractive Policies and Strategies**

2.01a. Liberia: Revising Petroleum Legislatives: Provision of technical assistance to draft a revised petroleum policy, revision of model petroleum sharing contract, drafting of revenue management law, and carrying out technical capacity building activities for the NOCAL.

2.01b. Guinea: Support for Procurement of Local Content in Simandou Iron Ore Project: Provide strategic support to SOGUIPAMI to prepare Guineans SMEs to effectively bid for the various procurement opportunities. This support will enable SOGUIPAMI to: (i) engage the respective Guinean SME officials and the prospective partners to understand the long term vision and desired goal of the Simandou Iron Ore Project; (ii) create space for partnerships between foreign entities and Guinea counterparts; (iii) assist in identifying and equipping local companies with good prospects for meeting the minimum requirement for establishing potential joint ventures; (iv) initiate contact with the selected donors and facilitate meetings to discuss the identification and introduction of prospective partners on both sides to engage in the competitive mining and production of iron ore for the international market; and (v) carry out an assessment of the type of goods and services that can be procured locally in Guinea.


2.01d. Local Content Studies: Carry out local content studies to assess the nature, content and scope of policies, laws and institutions regulating local inputs into extractives sector and the responses of mineral, oil and gas corporations in selected African countries.

2.01e. Value Addition Studies: Carry out value addition studies in selected Africa countries to examine the potential of downstream activities in oil and gas and in selected precious minerals (diamond, gold, iron ore, bauxite, and manganese) for a clearer and deeper understanding of the challenges and opportunities.

**Part B: Institutional Platform for Continual Knowledge Generation and Learning**

2.02a. African Policymakers Transformation Forum: Carrying out transformation forums to present and discuss case based sharing of lessons and experiences with implementation of related reforms.

2.02b Knowledge, Results Validation and Impact Documentation Events: Provide technical support to carry out events to share the findings of ACET’s transformation research and policy advisory services with various stakeholders, validate achieved results with implementation evidence, and work with beneficiary practitioners and users to document the lessons and impact of transformation reforms, actions and services.

**Part C:**

Institutional Assessments and Reforms: Support to carry out the following tasks:
2.03a. ACET’s institutional reforms and strengthened its organizational and institutional capacity for better delivery of its value proposition, and enhanced impact on the Africa transformation and economic integration agenda.

2.03b. Review current local content policies, laws and institutions in the selected African countries and two benchmark countries; and (iii) interviews with key policymakers, industry executives and other stakeholders, such as opinion leaders and community groups.

Part D. Grant Audit

Provide support to carry out Grant audits.

2.04. **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 Liaison Office 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.

2.05. **Project Monitoring, Reporting and Evaluation.**

(i) The Recipient shall monitor and evaluate the progress of the Project and, upon the World Bank’s request, 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 such period as shall be indicated in the World Bank’s request and shall be furnished to the World Bank not later than one (1) month after the date of such request.

(ii) 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 six (6) 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 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 audit of the Financial Statements shall cover the period of one (1) 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.
2.07. **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”); 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 Shopping.

(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 are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of Individual Consultants; and (G) Single-source procedures for the 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.

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) Consultants’ Services (including audits)</td>
<td>750,000</td>
<td>100</td>
</tr>
<tr>
<td>(2) Training and Workshops</td>
<td>190,000</td>
<td>100</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>940,000</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: (a) for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed $188,000, equivalent may be made for payments made prior to this date but on or after February 4, 2014, for Eligible Expenditures under Category 1 and 2.

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**

**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 President.

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

African Center for Economic Transformation  
1776 K Street, NW  
Suite 200  
Washington, DC  
20006  
Phone: +1 202 833 1919
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

<table>
<thead>
<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTBAFRAD</td>
<td>248423 (MCI) or</td>
<td>1-202-477-6391</td>
</tr>
<tr>
<td>Washington, D.C.</td>
<td>64145 (MCI)</td>
<td></td>
</tr>
</tbody>
</table>