Ms. Daria Kaleniuk  
Executive Director  
NGO Anti-Corruption Action Center (AntAC)  
Kyiv, Ukraine

Re: GPSA Trust Fund Grant No. TF0B2997  
Empowering Civil Society and Journalists in Oversight and Promotion of Effective Anti-Corruption Environment Project  
Letter Agreement

Ms. Kaleniuk:

In response to the request for financial assistance made on behalf of the NGO Anti-Corruption Action Center (AntAC) (“Recipient” or “AntAC), a Civil Society Organization with legal personality duly registered in the public registry of civil associations of Ukraine (“Member Country”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (“Bank”), acting as administrator of grant funds provided by multiple donors (“Donors”) under the Global Partnership for Social Accountability (“GPSA”) Multi-Donor Trust Fund (the “GPSA Trust Fund”), proposes to extend to the Recipient for the benefit of the Member Country, a grant from the GPSA Trust Fund in an amount not to exceed four hundred and fifty thousand United States Dollars (U.S.$ 450,000) (“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 GPSA Trust Fund for which the 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 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 this Agreement and returning one duly executed copy to the Bank.

Very truly yours,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION

By __________________________
Alexander Kremer
Acting Country Director
Belarus, Moldova and Ukraine
Eastern Europe Region

AGREED:

NGO Anti-Corruption Action Center (AntAC)

By __________________________
Authorized Representative
Daria Kaleniuk

Name __________________________
Title __________________________
Date: __________________________

Enclosures:

(1) “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds” dated February 25, 2019
(2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) 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 Section:

(a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.

(b) “Civil Society Organization” or “CSO”: means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes; and “CSOs” means, collectively and indistinctively, more than one such CSO.

(c) "Enabling Legislation" means the registration No. 38238280, dated May 23, 2012, issued by the Member Country pursuant to which the Member Country certified that the Recipient is a non-governmental organization, duly registered in the public registry of civil association of the Member Country in accordance with Ukrainian law on public associations No. 572-VI, dated March 22, 2012; and has fulfilled all requirements for compliance with the law governing the functioning of non-governmental organizations in the Member Country.

(d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 6, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

(f) “Milestone” means each and any of the achievements set forth in the additional instructions that the Bank may specify by notice to the Recipient pursuant to Section 3.01 (ii) of this Annex.

(g) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.


(i) “Partner CSO” means Nashi Groshi, a CSO with legal personality with an office in the Member Country that has an independent administrative and governance structure.

(j) “Partner CSO Agreement” means the agreement to be entered into between the Recipient and Nashi Groshi, pursuant to the provisions of Section 2.03 of this Annex, satisfactory to the Bank, as such agreement may be amended from time to time.

**Article II**

**Project Execution**

2.01. **Project Objectives and Description.** The objective of the Project is to improve the implementation of anti-corruption legislation in Ukraine by strengthening the country’s anti-corruption coalition’s capacities to enhance and enforce said legislation through collaborative social accountability processes at the national and sub-national levels.

The Project consists of the following parts:

**Part 1. Capacity building for collaborative social accountability.**

Provide capacity building support for collaborative social accountability, including inter alia, through:

(a) Support the network of investigative journalists and activists by producing learning and operational resources.

(b) Creating micro centers of investigative journalism in regions with weak investigative journalism capacities, including provision of training and mentoring of selected journalists on research and reporting on corruption cases.

(c) Facilitating networking and collaboration across stakeholders from various sectors implementing or supporting anti-corruption reforms.
**Part 2. Implementing collaborative social accountability mechanisms for improved anti-corruption reforms.**

Support civil society’s collaborative engagement with selected pro-reform institutions and leaders, including preventive and investigative bodies at the national and sub-national levels, including inter alia, through:

(a) Conducting independent analyses, observations, preparing technical recommendations and presenting them before relevant state institutions to ensure transparency and accountability, as well as adherence to quality standards with regards to anti-corruption reforms and their implementation.

(b) Supporting the establishment of new or strengthening of existing institutionalized mechanisms for continued collaborative engagement between civil society and state institutions.

**Part 3. Improving knowledge and learning on social accountability in the Ukrainian anti-corruption sector and Project management.**

Establish an internal adaptive knowledge and learning process to regularly adjust Project implementation based on experience and contextual circumstances, and to generate knowledge and learning for targeted external dissemination amongst key stakeholders, including *inter alia*, through:

(a) Developing and implementing a monitoring, evaluation and learning (MEL) system designed to strengthen CSOs’ capacities for adaptive Project management and learning;

(b) Conducting regular internal project MEL sessions focused on adjusting the project’s social accountability strategy and operations.

(c) Developing and implementing a plan for disseminating the Project’s knowledge and learning products to key target audiences.

(d) Promoting knowledge and learning about collaborative social accountability.

(e) Preparing and disseminating learning products, tailored at local activists and journalists on finding conflicts of interest in local authorities and addressing them

(f) Support to carry out day to day Project implementation and monitoring.

**2.02. Project Execution Generally.** The Recipient declares its commitment to the objective[s] of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (i) Article II of the Standard Conditions; (ii) the Anti-Corruption Guidelines; and (iii) this Article II; and (iv) the Partner CSO Agreement; provided, however, that the Recipient shall retain sole fiduciary responsibility under the Project, including for procurement and financial management.

**2.03. Institutional and Other Arrangements.** For purposes of Project implementation, the Recipient shall:
(a) maintain during Project implementation, professional staff in adequate numbers and with terms of references, qualifications and functions acceptable to the Bank, to perform all fiduciary responsibilities including overall financial management, Project monitoring, internal evaluations; procurement and disbursement related to the implementation of Project activities;

(b) ensure that the terms of reference for any consultancies related to the technical assistance provided under Section 2.01 of the Annex to this Agreement shall be satisfactory to the Bank and, to that end, such terms of reference shall require that the advice conveyed through such consultancies and technical assistance be consistent with the requirement of the Bank’s Environmental and Social Standards.

(c) enter into an agreement with Nashi Groshi (Partner CSO), if applicable, under terms and conditions acceptable to the World Bank setting forth, inter alia: (i) the roles and responsibilities of the Partner CSO under the Project, including the obligation of the Partner CSO to carry out the technical implementation of the activities under the Project with due diligence and efficiency; (ii) the conditions for the Recipient's financing, out of the Grant proceeds, of limited Operating Costs of the Partner CSO for the discharge of its roles and responsibilities under the Project; (iii) the World Bank's and the Recipient's right to require audits of the Partner CSO records and accounts; and (iv) the Recipient's right to suspend, terminate or seek refund of the Operating Costs upon the failure of the Partner CSO to comply with its roles and obligations under the Partner CSO Agreement and as detailed in the Operational Manual.

(d) exercise its rights and carry out its obligations under the Partner CSO Agreement in such manner as to protect the interests of the World Bank and the Recipient and to accomplish the purposes of the Grant and, unless the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Partner CSO Agreement or any of the provisions thereof.

2.04. Environmental and Social Standards.

(a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:

(i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

(ii) sufficient funds are available to cover the costs of implementing the ESCP;

(iii) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

(iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
(c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(d) The Recipient shall ensure that:

(i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

(e) The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

(f) The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and supervising entities to: (i) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

2.05. Project Monitoring, Reporting and Evaluation. The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after each calendar semester, covering the calendar semester.

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) Article III of the Standard Conditions; and (ii) this Section, to finance 100% of Eligible Expenditures directly relating to the achievement of the Milestones for each Part of the Project and consisting of goods, consulting services (including audits), Training, and Operating Costs, all inclusive of Taxes, and excluding art, furniture, carpets, vehicles and generators.
For the purposes of this Section 3.01, the terms:

(a) “Training” means the expenditures incurred by the Recipient to conduct training, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services); and

(b) “Operating Costs” means the reasonable expenditures, as shall have been approved by the Bank, incurred by the Recipient and Partner CSO to finance their incremental expenses incurred on account of Project implementation, and which include, *inter alia*, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services), and any other reasonable expenditures as may be agreed upon by the Bank.

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 this Agreement.

3.03. **Withdrawal Period.** The Closing Date is December 31, 2021.

**Article IV**

**Additional Remedies**

4.01. **Additional Events of Suspension.** The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

(a) The Recipient's Enabling Legislation has been amended, suspended, abrogated, repealed or waived to affect materially and adversely the ability of the Recipient to perform any of its obligations under the Project; and

(b) The Recipient's Enabling Legislation has not been extended or an extraordinary situation has arisen which makes it improbable that the Recipient shall be able to perform its obligations under the Project.

**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 Executive Director.

5.02. **Recipient’s Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s Address is:

NGO Anti-Corruption Action Center (AntAC)
4/6 Omelyanovycha-Pavlenka St.
office 905, 01010
Kyiv, Ukraine; and
(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:

+38 (044) 253-66-82 office@antac.org.ua

5.03. **Bank’s Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Bank’s address is:

International Bank for Reconstruction and Development/International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank’s Electronic Address is:

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391