

CONFORMED COPY

GRANT NUMBER H230-GM

Financing Agreement

**(Third Education Sector Project in Support of the Second Phase
of the Education Sector Program)**

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 17, 2006

GRANT NUMBER H230-GM

FINANCING AGREEMENT

AGREEMENT dated August 17, 2006, between REPUBLIC OF THE GAMBIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Financing Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II —FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to five million six hundred thousand Special Drawing Rights (SDR 5,600,000) (“Grant”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are March 1 and September 1 in each year.
- 2.05. The Payment Currency is the Dollar.

ARTICLE III —PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project through the Department of State for Education in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient

shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation shall have arisen which makes it improbable that the Program or a significant part thereof will be carried out.

ARTICLE V – EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has adopted a Project Implementation Manual in form and substance satisfactory to the Association;
 - (b) the Recipient has appointed external auditors under terms of reference, and with qualifications and experience satisfactory to the Association; and
 - (c) the Recipient has recruited a procurement officer in the PCU under terms of reference, and with qualifications and experience acceptable to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI – REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the Secretary of State responsible for Finance and Economic Affairs.

6.02. The Recipient’s Address is:

Secretary of State for Finance and Economic Affairs
Department of State for Finance and Economic Affairs
The Quadrangle
Banjul
Republic of The Gambia

Facsimile:

220-4227-954

6.03. The Association’s Address is:

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

Cable:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)

Facsimile:

1-202-477-6391

AGREED at Washington, DC, the United States of America, as of the day and year first above written.

REPUBLIC OF THE GAMBIA

By /s/ Dodou B. Jagne

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Hartwig Schafer

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve conditions for teaching and learning in basic education through: (a) improving performance of students, teachers and schools; (b) strengthening capacity building and performance management for improved management and enhanced monitoring and evaluation; and (c) continuing expansion of effective access to under-served communities.

The Project constitutes the second phase of the Program, and consists of the following parts:

Part 1: Improving Performance of Students, Teachers and Schools

(a) Training. Provision of training to approximately five hundred pedagogic leaders, head-teachers, senior and mentor teachers, including through distance learning opportunities and peer support networks.

(b) Purchase of Instructional and Library Materials. Purchase of:
(i) approximately three hundred thousand text books and supplementary reading materials for students from grades one to nine; and (ii) library materials for all levels, including the tertiary level.

(c) WAEC Capacity Building. Provision of technical advisory services, equipment and training to assist WAEC in building capacity in, among other things, sampling, statistical analysis, and examination results reporting.

(d) School Improvement Subgrants. Carrying out of an evaluation of the BESPOR school grant pilot, and providing Subgrants for improving the quality of education at school level based on the results of such evaluation.

(e) Scholarship Trust Fund for Girls. Support to the Recipient's Scholarship Trust Fund for Girls for provision of scholarships covering school fees, text book costs and examination fees for all girls in all public and grant-aided upper basic and senior secondary schools in Central River Division and Upper River Division.

(f) Tertiary Education Strategic Studies. Carrying out of studies on, among other things, integration of higher education institutions; establishment of a competitive research fund; and feasibility of constructing a main building including a library and media center for the University of The Gambia.

Part 2: Strengthening Capacity Building, Performance Management and Monitoring and Evaluation

(a) Functional Analyses. Provision of technical advisory services and operational support including office equipment and furniture for the carrying out of functional analyses of DOSE so as to establish a more effective organizational structure and attain the objectives of the Program.

(b) Management Training. Development of management training modules and carrying out of training for the career development of education sector personnel.

(c) Team Performance Incentives. Support for team performance incentives based on Service Level Agreements and pursuant to a donor-supported, education sector civil service remuneration strategy of the Recipient.

(d) Monitoring and Evaluation. Provision of technical advisory services and training for: (i) carrying out of monitoring and evaluation, including, among other things, publication of annual education statistics; and (ii) establishment of assessment tools at classroom and system levels for tracking school-level data on, among other things, instructional time, classroom observation, student and school personnel attendance records, parental involvement and school-to-school cooperation.

(e) PCU Operational Support. Provision of operational support to the PCU including technical advisory services and financing of Operating Costs.

Part 3: Expanding Effective Access

(a) School Construction and Rehabilitation. Construction and rehabilitation of schools and provision of furniture and equipment.

(b) Literacy Course Support. Provision of literacy courses and post-literacy support through private operators, including NGOs and CBOs, to approximately six thousand illiterate persons, the majority of whom would be female.

SCHEDULE 2

Project Execution

Section I. Implementation, Institutional and Other Arrangements

A. Senior Management Team.

1. Composition. The Recipient shall, at all times during Project implementation, maintain an SMT with a membership composition satisfactory to the Association. Without limitation to the generality of the foregoing, the SMT shall comprise, among others, the secretary of state, permanent secretary, deputy permanent secretaries, and directors at central and regional levels of DOSE. The permanent secretary of DOSE shall act as coordinator of the SMT.

2. Role. The SMT shall be responsible for setting the policy direction for the education sector, reviewing Project implementation and providing overall strategic guidance on a monthly basis.

B. Project Coordination Unit.

1. Composition. The Recipient shall, throughout Project implementation, maintain the PCU adequately staffed with persons with qualifications and experience and under terms of reference satisfactory to the Association, including, among others, a Project manager, a construction program manager, a procurement assistant, a procurement officer, a financial comptroller, an accountant, and a donor coordination officer.

2. Role.

(i) General. The PCU shall be responsible for overseeing and coordinating day-to-day implementation of the Project. Without limitation to the generality of the foregoing, the PCU shall carry out tasks that will include: (a) preparation of annual work plans; (b) consolidation of IFRs, semi-annual and annual Project Reports, and audited annual Financial Statements, and their subsequent submission to the Association in a timely manner; (c) procurement; (d) supervision of construction; and (e) donor communication and coordination.

(ii) Financial management. Without limitation to sub-paragraph (i) above, the PCU's financial comptroller shall be responsible for managing Project resources. The Recipient shall ensure, throughout Project implementation, that the financial comptroller is assisted at the central level by an accountant, an accounts clerk and two data entry clerks. The financial comptroller shall be responsible, among other things, for: (a) maintenance of invoices; (b) management of the Project's bank accounts; (c) keeping of the books of account; (d) preparation of quarterly IFRs; and (e) making arrangements for the annual financial audit of Project Financial

Statements, including the Financial Statements of the Scholarship Trust Fund for Girls. At the regional level, the Recipient shall cause regional paymasters to be responsible for financial tasks.

(iii) Construction activity. Without limitation to sub-paragraph (i) above, the construction program manager in the PCU shall supervise all construction activity under Part 3 (a) of the Project in coordination with the procurement officer and financial comptroller. The construction program manager shall be responsible, among other things, for: (a) review of standard plans for school construction, taking into account special requirements of the full basic cycle school and the multi-grade school, and incorporating necessary modifications to accommodate children with physical disabilities; (b) monitoring and evaluation of construction activity; and (c) monthly reporting of the construction monitors' observations in the field.

C. Project Account.

Without limitation to Section 4.03 of the General Conditions, the Recipient shall, for purposes of making the counterpart contribution to the financing of the Project:

(a) open and thereafter maintain, until the completion of the Project, a Project Account in Dalasi in the Central Bank of the The Gambia on terms and conditions satisfactory to the Association;

(b) deposit into the Project Account an initial contribution of the equivalent of seventy-five thousand Dollars (\$75,000) by no later than March 31, 2007, and thereafter replenish the said account by the equivalent of seventy-five thousand Dollars (\$75,000) by March 31 in each subsequent year of Project implementation until the completion of the Project; and

(c) ensure that amounts deposited into the Project Account shall be used exclusively to make payments to meet expenditures made or to be made in respect of the reasonable cost of goods, works and services for the Project in addition to those financed from the proceeds of the Grant.

D. Project Implementation Manual, Guidelines for School Improvement Subgrants and Procurement Plan.

1. The Recipient shall ensure that the Project is implemented in accordance with the PIM and, as appropriate, the Guidelines for School Improvement Subgrants, and except as the Association shall otherwise agree, shall not waive any provisions of the said PIM and Guidelines, if such amendment or waiver would in the opinion of the Association materially or adversely affect Project implementation.

2. The Recipient shall ensure that the Project is implemented in accordance with the Procurement Plan. The Recipient shall submit to the Association before

February 15 of each Project year, an updated Procurement Plan in form and substance satisfactory to the Association.

E. Service Level Agreements.

Beginning with the second year of Project implementation, the Recipient shall cause Service Level Agreements satisfactory to the Association for Central and Regional Directorates of DOSE to be signed by September 1 of each year, for the following year of implementation. The Recipient shall ensure that the Project is implemented in accordance with the said agreements.

F. School Improvement Subgrants.

1. General

Without limitation to the provisions of Parts A through E of Section I of this Schedule, the Recipient shall cause DOSE to appraise, approve and monitor the implementation of Subprojects under Part 1 (d) of the Project in accordance with the provisions of this Part F, the Guidelines for School Improvement Subgrants and the PIM, as necessary.

2. Eligibility Criteria for Subgrants

No proposed Subproject shall be eligible for financing under Part 1 (d) of the Project unless DOSE shall have determined, on the basis of an appraisal conducted in accordance with this Part F, the Guidelines and the PIM, as necessary, that the proposed Subproject satisfies the eligibility criteria set forth in the Guidelines and the PIM, including, but not limited to, the following:

- (a) the Subproject shall, as set forth in Part 1 (d) of Schedule 1 to this Agreement, be for the purpose of improving the quality of education at the school level, with a focus on lower-basic schools;
- (b) the Subproject shall be initiated by a Beneficiary which shall have formed an Executive Committee of no more than twenty members to act on its behalf;
- (c) the Subproject Beneficiary must have legal status, so that it may enter into a Subgrant Agreement with DOSE, open and manage a bank account and enter into contracts with private sector operators, as required;
- (d) the Subprojects will be financed on a grant basis; and

- (e) the Subproject shall be in compliance with the standards set forth in the applicable laws and regulations of the Recipient relating to health, safety and environmental protection, and the ESMF and RPF.

3. Terms and Conditions of Subgrant Agreements

(i) A Subproject shall be carried out pursuant to a Subgrant Agreement, to be concluded between DOSE and a Beneficiary, under terms and conditions satisfactory to the Association, and described in further detail in the Guidelines and the PIM which, among other things, shall include the following:

- (a) the Subgrant shall be provided on a non-reimbursable grant basis;
- (b) the obligation to carry out the Subproject in accordance with the Guidelines and the PIM, as appropriate, with due diligence and efficiency and in accordance with sound technical, financial, social, environmental and managerial standards;
- (c) the obligation to maintain adequate records to reflect, in accordance with sound accounting practices, resources and expenditures in respect of the Subproject;
- (d) the requirement that: (i) the goods, works and services to be financed from the proceeds of the Subgrant shall be procured in accordance with the procedures set forth in Section III of this Schedule and as further specified in the Guidelines and the PIM, and (ii) such goods, works and services shall be used exclusively in the carrying out of the Subproject;
- (e) the right of DOSE to inspect by itself, or jointly with the Association, if the Association shall so request, the goods, works, and sites included in the Subproject, and any relevant records and documents; and
- (f) the right of DOSE to suspend or terminate the right of the Beneficiary to use the proceeds of the Subgrant for the Subproject upon the failure by such Beneficiary to perform any of its obligations under the Subgrant Agreement.

(ii) DOSE shall exercise its rights under the Subgrant Agreement in such manner as to protect its interests and the interests of the Association and to achieve the Project objectives, and, except as the Association shall otherwise agree, DOSE shall not assign, amend, abrogate or waive the Subgrant Agreement or any substantive provision thereof.

G. Scholarship Trust Fund for Girls.

1. Board of Trustees.

(i) Composition. The Recipient shall, at all times during Project implementation, maintain a Board of Trustees with a membership composition satisfactory to the Association. Without limitation to the generality of the foregoing, the Board shall comprise, among others, the permanent secretaries of DOSE, DOSFEA and DOSFA, the director of basic and secondary education of DOSE, and the Project manager from the PCU. The permanent secretary of education shall act as chair of the Board of Trustees.

(ii) Role. The Board of Trustees shall be responsible for providing overall policy guidance and oversight in relation to the scholarship program. Without limitation to the generality of the foregoing, the Board shall approve, at the commencement of each school term, a list of candidates eligible to receive scholarships and transmit such list to the PCU for release of funds into the Scholarship Trust Fund for Girls. The Board shall approve scholarship requests in accordance with the procedures and criteria set forth in the PIM.

2. Administrator.

(i) Appointment. The Recipient shall cause an Administrator to be appointed by the Board of Trustees every three years under terms of reference and with qualifications and experience satisfactory to the Association.

(ii) Role. The Administrator shall be responsible for day-to-day implementation of Part 1 (e) of the Project. Without limitation to the generality of the foregoing, the Administrator shall, among other things: (i) collect scholarship requests from all public and grant-aided upper basic and senior secondary schools in Central River Division and Upper River Division; (ii) verify information about the total number of schoolgirls in each eligible school and for each school term; (iii) provide the verified list to the Board for approval at the commencement of each school term; and (iv) submit the approved list to the PCU within one week of such approval for release of funds.

H. Team Performance Incentive Facility.

The Recipient shall ensure that all performance incentives to teams under Part 2 (c) of this Project shall be awarded consistently and in a fair and transparent manner, in accordance with its donor-supported, education sector civil service remuneration strategy, and the applicable operational guidelines. Without prejudice to the foregoing, such incentives shall be awarded to eligible teams in Central and Regional Directorates of DOSE based on performance evaluation frameworks established in their respective Service Level Agreements.

I. Environmental and Social Measures.

Except as the Association shall otherwise agree, the Recipient shall carry out the Project, including Subprojects under Part 1 (d), in accordance with the ESMF and RPF, and shall not amend or waive, or permit to be amended or waived, the ESMF and RPF or any provisions thereof in a manner which, in the opinion of the Association, may materially and adversely affect the implementation of Project.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports.

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of six months, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) instructional time increases from six hundred ninety (690) hours to nine hundred (880) hours per annum over the life of the Project;
 - (ii) the completion rate of basic education increases from sixty-two percent (62%) to eighty percent (80%);
 - (iii) there are twenty-two hundred (2,200) additional school places in basic education by the year 2010;
 - (iv) six thousand (6,000) learners have completed three hundred (300) hours of literacy courses by the year 2010; and
 - (v) more than ninety-five percent (95%) of head-teachers have been trained in management and education leadership by the year 2010.
- (c) Without limitation to the generality of sub-paragraph (a) above, the Recipient shall carry out jointly with the Association, on or about the date twenty-four (24) months after the Effective Date, a comprehensive midterm review to assess the status of Project implementation. The Recipient shall, not later than one (1) month before

such review, prepare and furnish to the Association a report, in scope and detail satisfactory to the Association, needed to undertake the review.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits.

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation to the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than one (1) month after the end of each calendar quarter, an IFR for the Project covering such quarter, including financial forecasts for the subsequent two (2) quarters, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Such audit shall include Financial Statements relating to the Scholarship Trust Fund for Girls' and shall cover the period of one (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period. In addition to certifying the Project Financial Statements, the external auditor(s) shall provide: (i) a special opinion on the disbursement of the School Improvement Subgrants under Part 1 (d) of the Project; and (ii) a management letter with recommendations for improvements in accounting records, systems, controls and compliance.

Section III. Procurement

A. General.

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance

with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Schedule.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Services (other than Consultants' Services)

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and services (other than consultants' services). The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) National Competitive Bidding
(b) Shopping
(c) United Nations Development Program's Inter-Agency Procurement Services Office (UNDP/IAPSO)
(d) Community participation procedures for Subgrants, to be described in the Procurement Plan and Guidelines for School Improvement Subgrants

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Least Cost Selection
(b) Selection under a Fixed Budget
(c) Selection based on Consultants' Qualifications
(d) Single Source Selection
(e) Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts that shall be subject to the Association's prior review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General.

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient to: (a) repay the Project Preparation Advance in accordance with Section 2.07 of the General Conditions; and (b) finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
(1) Works	910,000	100%
(2) Goods	1,400,000	100%
(3) Consultant services, training and audits	840,000	100%
(4) School Improvement Subgrants	190,000	100%
(5) Scholarship Trust Fund for Girls	840,000	100%
(6) Team Performance Incentive Facility	40,000	100%
(7) Operating Costs	420,000	100%
(8) Refund of Project Preparation Advance	420,000	Amount payable pursuant to Section 2.07 of the General Conditions
(9) Unallocated	540,000	
TOTAL AMOUNT	<u>5,600,000</u>	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed one million six hundred thousand Dollars (\$1,600,000) equivalent may be made for payments made prior to this date but on or after June 30, 2005, for Eligible Expenditures under Categories (1), (2), (3), (5) and (7); or

- (b) under Category (4) for School Improvement Subgrants, unless an evaluation of BESFOR has been completed and Guidelines for School Improvement Subgrants have been adopted by the Recipient; or
- (c) under Category (6) for team performance incentives, unless the Recipient has adopted and provided in form and substance satisfactory to the Association: (i) a donor-supported, education sector civil service remuneration strategy; and (ii) operational guidelines for the awarding of such team performance incentives in a consistent, fair and transparent manner.

2. The Closing Date is March 31, 2011.

APPENDIX

Definitions

1. "Administrator" means the person responsible for implementation of Part 1 (e) of the Project as described in Part G (2) of Section I of Schedule 2 to this Agreement.
2. "Basic Education Support for Poverty Reduction" or "BESPOR" means a project financed by the United Kingdom in the Recipient's territory with the objective of enhancing the capacity of DOSE to implement the Recipient's poverty reduction strategy in and through the education sector.
3. "Beneficiary" means a Parent Teacher Association which has met the eligibility criteria set out in Part F (2) of Schedule 2 to this Agreement and in the Guidelines, and to which a Subgrant is made or proposed to be made for the purpose of carrying out a Subproject under Part 1 (d) of the Project.
4. "Board of Trustees" means the board with a composition and functions in respect of Part 1 (e) of the Project as described in Part G (1) of Section I of Schedule 2 to this Agreement.
5. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. "Community Based Organization" or "CBO" means a non-profit making organization incorporated under the Companies Act, Cap. 95:01 of the laws of The Gambia, 1990 and eligible to carry out activities under Part 3 (b) of Schedule 1 to this Agreement.
7. "Central Directorate of DOSE" or "Central Directorate" means a directorate headed by a director and comprising, among others, principal and senior education officers, and having responsibility for national policy oversight in the Recipient's education sector.
8. "Central River Division" means one of the Regions of the Recipient.
9. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004.
10. "Dalasi" or "GMD" means the currency of the Recipient.
11. "Department of State for Education" or "DOSE" means the Recipient's department responsible for education.

12. “Department of State for Finance and Economic Affairs” or “DOSFEA” means the Recipient’s department responsible for finance and economic affairs.
13. “Department of State for Foreign Affairs” or “DOSFA” means the Recipient’s department responsible for foreign affairs.
14. “Department of State for Local Government and Lands” or “DSLGL” means the department of the Recipient responsible for local government and lands.
15. “Designated Account” means the account referred to in Section 2.04 of the General Conditions and to be maintained in Dollars in the Central Bank of The Gambia to finance activities relating to the Project, and into which the Association’s funds shall be deposited.
16. “Environmental and Social Management Framework” or “ESMF” means the framework dated March 2006 prepared by the Recipient and approved by the Association, setting forth an environmental and social screening process to enable implementers of the Project, including Subproject implementers, to identify and assess potential adverse environmental and social impacts, and offset and reduce them to acceptable levels, or enhance positive impacts, and in accordance with which environmental management plans will be prepared and submitted to the Association for its approval, as such framework may be amended from time to time with the concurrence of the Association.
17. “Executive Committee of the Parent Teacher Association” or “Executive Committee” means a group of persons comprising representatives of parents and teachers of a school with certain functions in respect of Subgrants as described in Part F (2) of Section I of Schedule 2 to this Agreement.
18. “Fiscal Year” or “FY” means the Recipient’s fiscal year which runs from January 1 through December 31 each year.
19. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
20. “Guidelines for School Improvement Subgrants” or “Guidelines” means the guidelines setting forth the eligibility, appraisal and implementation modalities for Subprojects under Part 1 (d) of the Project, financial management, accounting and procurement arrangements, monitoring and evaluation, and other implementation arrangements, as the same may be amended from time to time with the concurrence of the Association, and such term includes any annexes to the Guidelines.
21. “Interim un-audited Financial Report” or “IFR” means the report on the basis of which disbursements will take place, as referred to in Part B (2) of Section II

of Schedule 2 to this Agreement, and which: (i) sets forth the sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing funds provided under the Designated Account and Project Account, and explains variances between the actual and planned uses of such funds; (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report; and (iv) contains financial forecasts for the subsequent two quarters.

22. “Non-governmental Organization” or “NGO” means a non-profit making organization incorporated under the Companies Act, Cap. 95:01 of the laws of The Gambia, 1990 and registered with the non-governmental affairs agency of the DOSLGL, and eligible to carry out activities under Part 3 (b) of Schedule 1 to this Agreement.
23. “Operating Costs” means the incremental expenditures incurred on account of Project implementation, management and monitoring, including office space rental and utilities, office supplies, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance costs, travel and supervision costs (including transport, accommodation and per diem), advertising costs, bank charges for the operation of the Designated Account and sub-accounts, salaries of locally contracted staff, but excluding salaries, bonuses, honoraria and fees of members of the Recipient’s civil service.
24. “Parent Teacher Association” means a group of persons comprising parents, teachers, community members and the head of a school, which may be eligible for a Subgrant under Part 1 (d) of the Project.
25. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
26. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 28, 2006 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
27. “Program” means the Recipient’s: (i) Revised Education Sector Policy dated April 1998, covering the period from 1998 through 2003 and designed with the aim of expanding access to quality and relevant education especially for girls; and (ii) Education Sector Policy dated January 2006, covering the period from 2004 through 2015, and designed with the aim of achieving universal access to relevant and high quality education by 2015.

28. "Project Account" means the account referred to in Part C of Section I of Schedule 2 to this Agreement.
29. "Project Coordination Unit" or "PCU" means the unit established within DOSE with a composition and role described in Part B of Section I of Schedule 2 to this Agreement.
30. "Project Implementation Manual" or "PIM" means the manual, in form and substance satisfactory to the Association, to be adopted by the Recipient, outlining financial management, accounting and procurement arrangements for the Project, monitoring and evaluation, and other implementation arrangements, as the same may be amended from time to time with the concurrence of the Association, and such term includes any annexes to the Project Implementation Manual.
31. "Project Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 20, 2006 and on behalf of the Recipient on March 31, 2006.
32. "Region" or "Regions" means, for purposes of this Project, any or all of the educational administrative divisions of the Recipient which number a total of six divisions as defined in the Revised Education Sector Policy, namely, Lower River, Central River, North Bank, Upper River, Western, and Banjul and Kombo Saint Mary's Division.
33. "Regional Directorate of DOSE" or "Regional Directorate" means a directorate headed by a director and comprising, among others, principal and senior education officers having responsibility for education sector policy oversight and implementation in the concerned Region.
34. "Resettlement Policy Framework" or "RPF" means the framework dated March 2006 prepared by the Recipient and approved by the Association setting forth the governing framework for land acquisition, resettlement and compensation under the Project, and in accordance with which resettlement action plans will be prepared and submitted to the Association for its approval, as such framework may be amended from time to time with the concurrence of the Association.
35. "Scholarship Trust Fund for Girls" means the Recipient's trust fund for provision of scholarships for schoolgirls in eligible schools in Central River Division and Upper River Division under Part 1 (e) of the Project and as referred to in Part G of Section I of Schedule 2 to this Agreement.

36. "School Improvement Subgrant" or "Subgrant" means a grant made or to be made by DOSE to a Beneficiary for the purpose of implementing a Subproject under Part 1 (d) of the Project.
37. "Senior Management Team" or "SMT" means the team with a composition and role described in Part A of Section I of Schedule 2 to this Agreement.
38. "Service Level Agreement" means a results-based annual work plan and associated budget prepared by Central and Regional Directorates of DOSE identifying the lines of responsibility for the carrying out of various activities pursuant to the Program as referred to in Part E of Section I of Schedule 2 to this Agreement.
39. "Subgrant Agreement" means an agreement to be entered into between DOSE and a Beneficiary, setting forth the terms and conditions upon which proceeds of a Subgrant shall be made available for the purpose of financing a Subproject, as referred to in Part F (3) of Section I of Schedule 2, and as further specified in the Guidelines.
40. "Subproject" means a specific development activity financed or to be financed through a Subgrant extended under Part 1 (d) of the Project.
41. "Team Performance Incentive Facility" means the facility to be set up for financing Part 2 (c) of the Project in accordance with Part H of Section I of Schedule 2 to this Agreement.
42. "University of The Gambia" means the first public university founded by the Recipient in 1999.
43. "Upper River Division" means one of the Regions of the Recipient.
44. "WAEC" means the West African Examinations Council, operating pursuant to the West African Examinations Council Act, Cap. 47:01 of the laws of the Recipient, as revised by Act No. 6 of 1990.