



**GRANT NUMBER E2380-SL
and
Amendment to GRANT NUMBER D6810-SL**

Financing Agreement

(Second Additional Financing for Free Education Project)

between

Republic of Sierra Leone

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



**GRANT NUMBER E2830-SL
and
Amendment to GRANT AGREEMENT D6810-SL**

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing an additional financing for activities related to the Original Project. 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) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this 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 a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fourteen million nine hundred thousand Special Drawing Rights (SDR 14,900,000) (“Financing”), 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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 1 to 5, 6 (a)-(e) and 7(a)-(c) of the Project through the MBSSE, in accordance with Schedule 2 to this Agreement, and cause the Project Implementing Entity to carry out Parts 6 (f)-(h) and 7(d) of the Project (“Respective Part of the Project”).

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consists of the following, namely that the Recipient has updated and adopted the Project Implementation Manual, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient’s Representative is its ministry for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient’s address is:

Ministry of Finance
Treasury Building
George Street
Freetown, Sierra Leone; and

- (b) the Recipient’s Electronic Address is:

Email:
safbangura@mof.gov.sl

Facsimile:
232 22 229 060

5.03. For purposes of Section 11.01 of the General Conditions:

- (a) The Association's address is:

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

- (b) The Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

By

Hon. Sheku A.F. Bangura

Authorized Representative

Hon. Sheku A.F. Bangura

Name: _____

Title: Minister of Finance

29-Sep-2023

Date: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Abdu Muwonge

Authorized Representative

Abdu Muwonge

Name: _____

Title: Country Manager

28-Sep-2023

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to improve management of the education system, teaching practices, and learning conditions.

The Project consists of the Original Project as modified below:

Part 1: Policy, Governance, Accountability and System Administration

1. Ensuring proper and coherent implementation of policies across the education subsectors, and evidence-based education planning and rationalizations, in particular:
 - (a) Support the Recipient's Ministry of Basic and Secondary Education (MBSSE) to prepare annual and medium-term education sector plans and budgeting and support the Directorate of Planning and Policy to undertake the necessary annual projections of inputs to inform the budgeting process.
 - (b) Provision of technical advisory services for conducting a comprehensive School Catchment Area Plan to provide the Recipient with the necessary information for a range of interventions including civil works and teacher deployment.
 - (c) Provision of technical advisory services for the development of education norms and standards including the distribution of school networks with special focus on maximum distance from home to school, maximum size of school/population, minimum package of facilities, minimum standards for a child-friendly school, minimum environmental safeguards, criterion and formula for determining the extent and nature of government financial assistance.
 - (d) Support MBSSE's program for data collection and use through:
 - (i) provision of technical advisory services to collect Annual School Census (ASC) data to ensure there is adequate data to support education system planning and management;
 - (ii) building the capacity of the deputy directors, supervisors, and statistical clerks at the district level;
 - (iii) linking to the higher and technical education systems;
 - (iv) strengthening capacity of the MBSSE to manage the robust data system as part of the larger Education Management Information System (EMIS) and to ensure timely and accurate reporting so that the data can be used to inform decision making in the sector.
 - (e) Strengthen the existing school standards such as teaching practices, school management, school safety, community engagement practices, health

promotion, gender inclusion; disability inclusion; and develop and implement an effective quality assurance framework that complies with the best international practice in the external evaluation of schools.

- (f) Support the Recipient's institutional and human capacity development, including through: (i) provision of technical advisory services to carry out an organizational and management analysis to determine where in the educational system specific responsibilities and authority should be assigned; and (ii) provide training to government officials at the central and local levels to strengthen their capacity in ensuring quality of education services.
- (g) Support MBSSE's transition to a comprehensive national curriculum including through: (i) provision of technical advisory services to conduct a curriculum assessment validated by subject specialists and teachers; and (ii) providing needed training and Operating Costs.
- (h) Provision of technical advisory services to develop the National Learning Assessment Framework to facilitate comparisons across districts and by other groupings, thereby enabling education policy makers to identify areas and groups that are lagging behind in terms of achievement and to design the appropriate interventions and strategies including providing the necessary training.
- (i) Strengthening the capacity of WAEC to conduct analyses of examination results to identify response patterns and detect underlying student strengths and weaknesses.
- (j) Carry out activities to promote gender equality and inclusive education in collaboration with the Ministries, Departments and Agencies including through: (i) provision of training to school administrative staff and staff at the district level on gender issues (including discrimination) as well as prevention and response to sexual and gender based violence (SGBV); (ii) establishing and strengthening a mechanism for reporting SGBV at the community level; (iii) developing a platform for effective response on SGBV health related issues, including strengthening key support and health services with a strong referral mechanism; and (iv) providing both boys and girls sexual and reproductive health education and a mentoring program.
- (k) Carry out activities to promote the Recipient's inclusive education system including: (i) developing and implementing an inclusive education policy and program; (ii) implementing a regular monitoring system on student attendance and learning including children with various disabilities; (iii) carrying out an outreach on the capacities and rights of persons with

disabilities; (iv) developing and implementing training for teachers and school heads and administrators in promoting an inclusive education environment; and (v) designating an inclusion champion in each school receiving in-service teacher training.

Part 2: Teacher Management and Professional Development

- (a) Provide support to the Teaching Service Commission (TSC) to develop and implement a comprehensive and integrated teacher management information system to provide information for teacher workforce planning and management.
- (b) Support teacher professional development, including through:
 - (i) providing appropriate digital devices to primary and junior secondary school head teachers and TSC district offices;
 - (ii) providing technical assistance to conduct a feasibility study on the use of information and communication technology to support cluster and school based continuous professional development; and
 - (iii) developing a continuous professional development program for both primary and junior secondary school teachers.

Part 3: School Level Education Development

- (a) Provide Performance-based School Grants to Targeted Primary Schools to improve teaching and learning outcomes.
- (b) Provide School Maintenance/Renovation Grants to schools to carry out minor maintenance and renovation works to Targeted Primary Schools.
- (c) Support the construction and furnishing of new classrooms to meet the infrastructure needs of schools as identified in the School Catchment Area Plan, including girls' boarding schools and homes and water and sanitation hygiene facilities.
- (d) Provide first aid kits to all government, and government-assisted primary schools and junior secondary schools.

Part 4: Project Management, Coordination and Monitoring and Evaluation

Support the: (a) implementation, coordination, and supervision of Project activities, including, *inter alia*, outreach, conducting financial audits, data collection and monitoring and evaluation; (b) the establishment of an online data/resource sharing platform to support knowledge generation and dissemination of Project supported activities; and (c) the necessary Operating Costs.

Part 5. Contingency Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

Part 6. COVID-19 Education Response

- (a) (i) Develop a communications outreach strategy on the Recipient's COVID-19 Education Emergency Response Plan; (ii) support the extension of coverage of the MBSSE's radio station to districts with poor receptivity and equip regional radio stations with the capacity to manage and implement education programming; and (iii) establish an online data/resource sharing platform for dissemination of knowledge and effective information sharing.
- (b) Support continuous distance learning under the COVID-19 Education Emergency Response Plan, including, *inter alia*: (i) the development and deployment of accessible and inclusive tutorials for basic education students; and (ii) support to the existing nationwide radio teaching program and other education programming and distance learning programs.
- (c) Provision of in-service training for basic education teachers to improve teachers' digital literacy, including, *inter alia*: (i) facilitation of distance learning; (ii) use of online tools and on-line learning platforms; (iii) monitoring students' learning; and (iv) provision of training for teachers to support crisis management, health prevention/promotion, psychosocial wellbeing and child wellbeing in response to COVID-19.
- (d) Support school reopening under the COVID-19 Education Emergency Response Plan, through *inter alia*: (i) supporting the process of implementing school safety protocols including promoting hygienic practices by school children and staff; (ii) (A) supporting an assessment of the Recipient's basic education schools to appraise the system's readiness for school safety; (B) supplying basic education schools with water, sanitation, and hygiene supplies including thermometers, face masks, buckets and soap; and (C) supporting the process of cleaning and disinfecting school building premises and refurbishing school facilities as needed; (iii) designing and collaborating with partners on implementing community outreach campaigns to support girls, vulnerable children and other students at risk of dropping out; and (iv) supporting: (A) the Recipient's MBSSE in monitoring the back to school situation (dropouts, gender-based violence, pregnancy, learning); and (B) the provision of psychosocial support to children and teachers in basic education.

- (e) Support the effective operations, planning and policy during and after the COVID-19 crisis, through *inter alia*: (i) the development of an overarching policy comprising guidance, protocols and standard operating procedures, delivery standards and redressal mechanism; (ii) the development of a mechanism to ensure that community-engagement is maintained in the development of critical policies; and (iii) the evaluation of the Recipient's COVID-19 Education Emergency Response initiatives.
- (f) Support increased access to COVID-19 and education response messaging in PIE Target Schools in 16 districts, through *inter alia*: (i) dissemination of social and behavior change communication messaging in age-appropriate, gender-sensitive accessible formats for people with different types of impairment; (ii) promotion of community mobilization on the emergency education response (distance learning and school reopening); and (iii) airing radio/drama programs on the protection of children, especially girls and children with disabilities, COVID-19 prevention messages, and the education sector's response in working with community radio networks.
- (g) Support distance learning opportunities in PIE Target Schools in 16 districts, through *inter alia*: (i) the establishment and support of community learning circles, adapted to the COVID-19 context; (ii) training teachers (gender and disability inclusive) to support community learning circles and inclusiveness; (iii) provision of solar radios or relevant devices for use by community learning circles; (iv) provision of inclusive education materials; and (v) implementation of child-friendly feedback mechanisms to monitor the content, quality, and outcomes of the radio teaching programs.
- (h) Support children's return to safe, gender-sensitive, and inclusive learning in PIE Target Schools in 16 districts, through *inter alia*: (i) rolling out the school safety protocol to schools; (ii) rolling out implementation of community outreach to encourage marginalized children to return to school, with a specific focus on messaging for girls and children with disabilities, through multiple channels; (iii) building capacity of stakeholders on the provision of psychosocial support to children and teachers in collaboration with the Recipient and schools; (iv) tracking student attendance after school reopening; and (v) provision of back-to-school incentives including through provision of learning materials or assistive devices to identified vulnerable children.

Part 7. Enhancing Access to Education and Supporting Foundational Learning for All

Reinforcing foundational learning for all, with special attention to vulnerable children (*i.e.*, girls, pregnant girls, children with disabilities, and children from rural and underserved areas and from low-income families, who are at risk of dropping out of school and are currently out of school), in particular:

- (a) Developing, acquisition and distribution of a literacy package of evidence-based teaching and learning materials at scale to accelerate the acquisition of foundational literacy for children in grades 1 and 2 through, *inter alia*: (i) the acquisition of level-appropriate student books and workbooks, teacher guides and materials for oral language development; and (ii) facilitating continuous professional development for teachers, head teachers, district officers and school quality assurance officers to improve instruction in reading and writing, including sensitizing communities and parents to increase exposure to reading.
- (b) Improving learning opportunities and alternative learning pathways for out of school children, including: (i) development of an accelerated primary school curriculum; (ii) provision of training for teachers in community learning centers; (iii) provision of teaching and learning materials and back-to-school incentives for children in community learning centers, schools in rural areas and out of school children; and (iv) improving the formal education system to enable out of school children to return to formal education.
- (c) Strengthening MBSSE's monitoring system for out of school children including, supporting schools to identify and monitor out-of-school children and take appropriate actions, data collection, analysis and dissemination for inclusion in the annual school census to aid in decision making and education system planning and management.
- (d) Developing a national sensitization or behavior change campaign to enhance capacity of community stakeholders to enroll and retain out of school children in school, including: (i) strengthening radical inclusion by providing target support for vulnerable learners; (ii) mobilizing and building capacity of community stakeholders in targeted districts to identify and enroll out of school children into learning programs; (iii) increasing community awareness on child rights and carrying out existing policies for child protection; (iv) improving learning opportunities and environment for out of school and vulnerable children; (v) collaborating with the Recipient's MBSSE and TSC to implement nonformal education programs and alternative learning pathways; and

(vi) providing capacity building for local authorities/stakeholders to improve school monitoring and oversight.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. *Ministry of Basic and Senior Secondary Education*

The Recipient shall:

- (a) implement the Project (including coordination and oversight) through the Ministry of Basic and Senior Secondary Education (MBSSE) with support from the Participating Agencies; and
- (b) maintain, at all times during the implementation of the Project, the MBSSE and Participating Agencies, with functions, staffing and resources satisfactory to the Association for the purpose of ensuring overall coordination, implementation and communication of Project activities and results.

2. *The Free Education Project Secretariat*

- (a) The Recipient shall maintain throughout the implementation of the Project, the Free Education Project Secretariat (FEPS), with adequate resources and staff including, an environmental specialist, a social development specialist, a monitoring and evaluation specialist, a procurement specialist, and a financial management specialist, all with qualifications, experience (and skill set), and terms of reference, satisfactory to the Association.
- (b) Without limitation on the foregoing the FEPS shall, be responsible for monitoring and evaluation of the progress of the Project, preparation of Project Reports, environmental and social management, fiduciary aspects (*i.e.*, procurement, financial management, and internal audit under the Project), including: (i) preparing and reviewing procurement plans and procuring of goods, works and consultants services to be financed out of the Financing in accordance with the provisions of this Agreement; (ii) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (iii) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing

standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (iv) preparing and submitting withdrawal application to the Association and operating the designated account for the Project.

3. *Multi-Donor Trust Fund (MDTF) Free Education Project Steering Committee*

The Recipient shall:

- (a) maintain throughout implementation of the Project, a MDTF Free Education Project Steering Committee (“MDTFSC”), with a composition, mandate, terms of reference and resources satisfactory to the Association;
- (b) without limitation upon the generality of the foregoing, the MDTFSC shall be co-chaired by the Minister of MBSSE or Minister of Finance (MoF) or their designees, and a representative of the Association, and shall comprise of, *inter alia*, a representative from MBSSE, MoF, TSC, Association and from each of the contributing Co-financiers; and
- (c) the MDTFSC shall meet at least biannually and shall be responsible for providing oversight on Project implementation, including, *inter alia*: (i) providing strategic and policy guidance on matters relating to education reforms; (ii) facilitating coordination of Project activities and ensuring synergies with other projects and programs in the sector, and making recommendations for removal of any obstacles to the implementation of the Project; and (iii) reviewing progress made towards achieving the Project’s objectives.

4. *Project Implementing Entity*

The Recipient shall cause the Project Implementing Entity to: (i) carry out the implementation of its Respective Parts of the Project, in accordance with this Agreement and the Project Implementation Manual and the Subsidiary Agreement; and (ii) ensure that the Project Implementing Entity has the necessary resources to carry out its Respective Part of the Project.

B. Other Arrangements

1. *Project Implementation Manual (PIM)*

- (a) To facilitate efficient implementation of the Project, the Recipient shall, carry out the Project and cause the Project Implementing Entity to carry out its Respective Part of the Project in accordance with the updated Project implementation manual (Project Implementation Manual) containing detailed guidelines with respect to: (i) a detailed description of

Project activities; (ii) the specific roles and responsibilities of Participating Agencies and the Project Implementing Entity with respect to its coordination with the NGO Consortium members participating in the Project and the arrangements for ensuring coordination among them; (iii) arrangements on fiduciary matters, including financial management and procurement; (iv) institutional administration coordination and day-to-day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) social and environmental safeguards; (ix) corruption and fraud mitigation measures; (x) a grievance redress mechanism; (xi) Personal Data collection and processing requirements in accordance with good international practice, roles and responsibilities for Project implementation; (xii) intellectual property rights as they relate to materials produced by the Project Implementing Entity; and (xiii) such other technical and organizational arrangements and procedures as shall be required for the effective implementation of the Project in form and substance satisfactory to the Association.

- (b) In case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. *School Grants*

- (a) In implementing Parts 3 (a) and (b) of the Project, the Recipient through MBSSE shall:
 - (i) make available School Grants under the Project, pursuant to an agreement (School Grant Agreement) with an eligible school's respective School Management Committee to implement their respective Sub-projects as set forth in the School Improvement Plan on terms and conditions approved by the Association and set forth in the School Maintenance/Renovation Grants Manual and the Performance-based Financing Manual.
- (b) The Recipient through MBSSE, in providing the School Grants shall obtain rights adequate to protect its interests and those of the Association, including the right to:
 - (i) suspend or terminate the right of the respective School Management Committee to use the proceeds of the School Grants, or obtain a refund of all or any part of the amount of the School Grant then withdrawn, upon the School Management Committee's failure to perform any of its obligations under the School Grant Agreement;

- (ii) require a School Management Committee to: (A) carry out its Sub-projects with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of IBRD loan and IDA credit and grant proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; and (C) procure the goods, works and services, in accordance with the Performance Based Financing Manual and the provisions of this Agreement;
 - (iii) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-projects and the achievement of their objectives;
 - (iv) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-projects;
 - (v) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (vi) enable the Recipient and the Association to inspect the Sub-projects, its operation and any relevant records and documents; and
 - (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
- (c) The Recipient through MBSSE shall exercise its rights under each School Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any School Grant Agreement or any of its provisions.

- (d) In case of any inconsistency between the School Grant Agreement and this Agreement, this Agreement shall prevail.

3. *Annual Work Plan and Budget*

- (a) The Recipient shall prepare and furnish to the Association not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
- (c) The Recipient shall not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

C. Contingent Emergency Response Component

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;

- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall ensure that:
- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the Environmental and Social Commitment Plan and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

D. Environmental and Social Standards

1. The Recipient shall, and shall cause the PIE to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the PIE to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the PIE to, ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) 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
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall, and shall cause the PIE to: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall, and shall cause the PIE to, ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, 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 Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association 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.

6. The Recipient shall, and shall cause the PIE to, 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 Association.
7. The Recipient shall, and shall cause the PIE to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 30 days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Parts 1, 2, 3 (c), and 4 of the Project	6,891,250	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(2) Performance-based School Grants under Part 3(a) of the Project	0	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(3) School Maintenance/Renovation Grants under Part 3(b) of the Project	0	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(4) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Parts 3(d) and 7 (except Part 7(d)) of the Project	8,008,750	100%
TOTAL AMOUNT	14,900,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2027.

APPENDIX

Section 1. Definitions

1. “Annual School Census” means a school census conducted annually by MBSSE.
2. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Association and referred to in Section I.B.3 of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General 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.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Implementation Manual.
6. “Community Awareness to Restore Lives” means a non-governmental organization in the Recipient’s territory, established and operating pursuant to the laws of the Recipient registered with MoPED (NNGO/365/2022-2023) and responsible for the delivery of learning for out of school children in Sierra Leone.
7. “Concern Worldwide” means a company registered in Ireland as limited by guarantee (No. 39647) and as a charity (No. 20009090) or its successor.
8. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
9. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
10. “COVID-19 Education Emergency Response Plan” means the COVID-19 education emergency plan developed by the MBSSE.
11. “Directorate of Planning and Policy” means the directorate responsible for policy and planning within MBSSE.

12. “EducAid” means a UK-registered charity established in 1995, and registered in the Recipient’s territory as a national non-governmental organization in 2000, with the MoPED (NNGO/473/2022-2023) and responsible for the delivery of learning for out of school children in Sierra Leone.
13. “Education Management Information System” or “EMIS” means an information technology-based system for the collection, processing, maintenance and dissemination of education data and information.
14. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
15. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.C of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
16. “Emergency Action Plan” means the plan referred to in Section I.C of Schedule 2 detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
17. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 21, 2023, 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.
18. “Environmental and Social Standards” or “ESSs” means, collectively:
 - (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”;
 - (ii) “Environmental and Social Standard 2: Labor and Working Conditions”;
 - (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;
 - (iv) “Environmental and Social Standard 4: Community Health and Safety”;
 - (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”;
 - (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”;
 - (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”;
 - (viii) “Environmental and Social Standard 8: Cultural Heritage”;
 - (ix) “Environmental and Social Standard 9: Financial Intermediaries”;
 - (x) “Environmental and Social Standard 10: Stakeholder Engagement and

Information Disclosure”; effective on October 1, 2018, as published by the Association.

19. “Free Education Project Secretariat” or “FEPS” means the unit to be established by the Recipient for purposes of Project implementation and coordination, and to be maintained as provided for in Section I.A.2 of Schedule 2 to this Agreement.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
21. “International Rescue Committee” means an international development non-governmental organization established and operating pursuant to the laws of the State of New York in the United States of America, and [registered as such international non-governmental organization with the MoPED].
22. “MBSSE” means the Recipient’s Ministry of Basic and Senior Secondary Education” or its successor.
23. “MDTF Free Education Project Steering Committee” means the committee set up by the Recipient with a composition, mandate, terms of reference and resources satisfactory to the Association and responsible for providing oversight on Project implementation as referred to in Section I.A.3 of Schedule 2 to this Agreement.
24. “MoPED” means the Recipient’s Ministry of Planning and Economic Development, or its successor.
25. “National Learning Assessment Framework” means MBSSE’s framework for guiding the assessment of the learning outcomes of students.
26. “National Youths Awareness Forum” means a national non-governmental organization in the Recipient’s territory, registered with MoPED (NNGO/625/2022-2023) and responsible for the delivery of learning for out of school children in Sierra Leone.
27. “NGO Consortium” means a group of international non-governmental organizations comprising of International Rescue Committee, Community Awareness to Restore Lives, EducAid, National Youths Awareness Forum, Concern Worldwide, and Plan International Sierra Leone, and Save the Children Fund, all working as sub-contractors of the Project Implementing Entity.
28. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association pursuant to the provisions of Section I.B.3 of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation

and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, and salaries of contractual staff, but excluding the salaries of the Recipient's civil service, meeting and other sitting allowances and honoraria to said staff; and other reasonable expenditures directly associated with implementation of the Project activities.

29. "Original Financing Agreement" means the financing agreement dated July 13, 2020, between the Recipient and the Association (Grant No. 6810-SL), said Financing Agreement as amended in Section II of this Appendix.
30. "Original Project" means the project described in Schedule 1 to the Original Financing Agreements, all as amended.
31. "Participating Agencies" means MBSSE, TSC, WAEC, and District Education Offices and other agencies that may be agreed with the Association.
32. "Performance-based Financing Manual" means the Recipient's manual to guide administration of Performance-Based School Grants.
33. "Performance-based School Grant" means a grant made or proposed to be made out of the proceeds of the Financing by MBSSE to Targeted Primary Schools and referred to in Part 3(a) of the Project.
34. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
35. "Plan International Sierra Leone" means a non-governmental organization established and operating pursuant to the laws of the Recipient, or any successor thereto.
36. "Project Implementation Manual" or "PIM" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time by agreement with the Association.
37. "Project Implementing Entity" means Save The Children Fund, a company registered in England and Wales as limited by guarantee (178159); and registered as a charity in England and Wales (213890) and Scotland (SC039570), whose registered office is at 1 St John's Lane, London EC1M 4AR, United Kingdom.

38. “PIE Target Schools” means the schools which benefit from interventions provided by the Project Implementing Entity under its Respective Part of the Project.
39. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
40. “Respective Parts of the Project” means, with respect to the Recipient through the MBSSE: Parts 1 to 5; 6 (a)-(e) and 7 (a)-(c) of the Project, and with respect to the Project Implementing Entity, Parts 6 (f)-(h) and 7(d) of the Project.
41. “School Catchment Area Plan” means a plan to be developed by the Recipient to provide the evidence base for long-term planning and, guide a range of interventions including civil works and teacher deployment.
42. “School Grants” means the Performance-based School Grants and School Maintenance/Renovation Grants.
43. “School Grant Agreement” means an agreement entered into, or to be entered into, between MBSSE and the School Management Committee for the purpose of extending a Grant and referred to in Section I.B.2(a) of Schedule 2 to this Agreement.
44. “School Maintenance/Renovation Grant” means a grant made or proposed to be made by MBSSE to Targeted Primary Schools and referred to in Part 3(b) of the Project.
45. “School Maintenance/Renovation Grant Manual” means the Recipient’s manual to guide administration of School Maintenance/Renovation Grants.
46. “School Improvement Plan” means a plan to be prepared by the schools to outline activities for improving teaching and learning.
47. “School Management Committee” means a committee in each school for purposes of implementing school level Project activities.
48. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
49. “Subsidiary Agreement” means the agreement referred to in Section I.A.4 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.

50. “Sub-Project” means a sub-project included in a School Improvement Plan and to be financed from the proceeds of the School Grants under Parts 3(a) and 3(b) of the Project.
51. “Targeted Primary Schools” means a school to which, or for whose benefit a Performance-Based School Grant or a School Maintenance/Renovation Grant is made or proposed to be made for delivery of education services/outcomes or to carry out maintenance/renovation works.
52. “Training” means the training provided under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity (other than those for consultants’ services) travel and subsistence expenditures and other travel-related allowances for training participants such as *per diems* and reasonable accommodation costs, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation, all based on periodic budgets acceptable to the Association.
53. “TSC” means the Teaching Service Commission established and operating pursuant to the Sierra Leone Teaching Service Commission Act, Number 1 of 2011, or any successor thereto.
54. “WAEC” means the West African Examination Council.

Section II. AMENDMENT TO THE ORIGINAL FINANCING AGREEMENT

The Original Financing Agreement is amended as set forth in this Section II.

1. Article III is amended as follows:
 - “3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 1 to 5 and 6 (a)-(e) and 7(a)-(c) of the Project through the MBSSE, in accordance with Schedule 2 to this Agreement, and cause the Project Implementing Entity to carry out Parts 6 (f)-(h) and 7(d) of the Project (“Respective Part of the Project”).”
2. The Original Project Description set forth in Schedule 1 to the Original Financing Agreement is deleted and replaced with the Project description set forth under Schedule 1 to this Agreement.
3. Section I.(A).1 to I.(A).5, Section I (B) through (D), and Section II, respectively, of Schedule 2 to the Original Financing Agreement are deleted and replaced,

respectively, with Section I (A).1. to I.(A).4, Section I (B) through (D), and Section II of Schedule 2 to this Agreement.

4. The table set forth in Section III.A of Schedule 2 to the Original Financing Agreement is modified as set forth in the table under Annex to this Section II.
5. The Closing Date set forth in Section III.B.2 of Schedule 2 to the Original Agreement shall be the date December 31, 2027.
6. The Appendix to the Original Financing Agreement (re. *Definitions*), is modified as set forth in Section 1 of the Appendix to this Agreement.

Except, as otherwise specified in this Section II, all the other terms and conditions of the Original Financing Agreement shall remain in full force and effect.

ANNEX (to Section II of the Appendix)

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs (excluding Parts 3(a), 3(b), 5 and 6) of the Project [pro -memoria]	14,067,100	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(2) Performance-based School Grants under Part 3(a) of the Project	7,215,000	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(3) School Maintenance/Renovation Grants under Part 3(b) of the Project	2,991,000	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
(4) Emergency Expenditures under Part 5 of the Project	8,809,634	

(5) Refund of Preparation Advance	124,540	Amount payable pursuant to Section 2.07(a) of the General Conditions
(6) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Parts 1, 2, 3(c) and 4 of the Project	3,292,726	Such percentage may be agreed between the Association and the Co-financier based on the Annual Work Plans and Budgets
TOTAL AMOUNT	36,500,000	