GRANT NUMBER D470-HT

Financing Agreement

(Additional Financing to Providing an Education of Quality in Haiti Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF HAITI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the activities related to the Original Project (as defined in the Appendix to this Agreement). 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 twenty-eight million one hundred thousand Special Drawing Rights (SDR 28,100,000) ("Financing"), to assist in financing the project described in Schedule I 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 through: (a) MENFP carry out Parts 1, 2, 3 and 4 of the Project; and (b) the Coordinating Authority carry out Part 5 of the Project; all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following namely, that the Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled.

4.02. The Effectiveness Deadline is the date of ninety (90) 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 Minister of Economy and Finance.

5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

Ministère de l’Economie et des Finances
Palais des Ministères
5, Ave Charles Sumner/Turgeau
Port-au-Prince
République d’Haïti; and

(b) the Recipient’s Electronic Address is:

Facsimile: (+509) 229 917 32
E-mail: cabinet@mef.gouv.ht
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: E-mail:
248423 (MCI) 1-202-477-6391 aabreu@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF HAITI

By

Authorized Representative

Name: RONALD GREY DECETIBRE
Title: MINISTER OF ECONOMY AND FINANCE
Date: JUNE 5, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: ANABELA ABREU
Title: COUNTRY DIRECTOR FOR HAITI
Date: JUNE 5, 2019
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) strengthen public management of the education sector; (b) improve learning conditions in selected public and non public primary schools; and (c) support enrollment of students in selected public and non public primary schools.

The Project consists of the following parts:

Part 1: Improving Institutional Capacity and Governance

Strengthening the technical capacity of the relevant units within the MENFP (including, the directorates of primary education, education and partnership, professional training, and planning and external cooperation) to improve service delivery and overall educational governance, through, *inter alia*: (a) refining and piloting the QAS; (b) developing an education management information system incorporating QAS generated data; (c) designing and administering learning assessment of public and non public primary schools; and (d) strengthening the relevant MENFP directorates’ overall institutional planning and budgeting practices.

Part 2: Supporting Access to Quality, Public Primary Education in Poor Communities

1. Improving primary educational services in Community School Management Committees (CSMCs) in Selected Departments, by developing and implementing school improvement activities, through the provision of Community Education Grants to, carry out the following activities, including, *inter alia*: (a) constructing and rehabilitating and maintaining public primary school buildings; (b) financing teacher salaries; (c) purchasing school supplies, materials and equipment; (d) providing training in school management to relevant staff; and (e) financing student’s tuition; all selected pursuant to the criteria and procedures as set forth in the Project Operational Manual.

2. Improving access to primary education in Beneficiary Public Primary Schools, through, *inter alia*: (a) assessing the learning conditions and outcomes of said Beneficiary Public Primary Schools using the QAS; (b) designing improvement plans; (c) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; (d) developing and implementing information and communication activities for school directors, school officials and other relevant stakeholders; (e) providing
food rations, deworming and nutritional supplements to students; (f) providing School Improvement Grants for \textit{inter alia}: (i) carrying out small rehabilitation and maintenance works; and (ii) purchasing school materials, uniforms and furniture; and (g) establishing and implementing children and parent clubs in public schools aimed at addressing gender disparities through, \textit{inter alia}, creating spaces for learning life skills and carrying empowerment and role model activities.

\textbf{Part 3: Supporting Access to Quality, Non Public Primary Education in Poor Communities}

1. (a) Providing Student Enrollment Grants to Non Public Primary Schools Management Committees (NPPSMCs) in Selected Departments, to finance student’s tuition expenses under the Tuition Waiver Program; and (b) carrying out communication activities to raise awareness among non public primary schools’ officials and other stakeholders about said Tuition Waiver Program and the Quality Education Access Program under Part 3.2 below.

2. (a) Design and implementation of a results-based financing program (Quality Education Access Program or QEAP), through, \textit{inter alia}: (i) carrying out an assessment of the learning conditions and outcomes of selected non public primary schools in Selected Departments; (ii) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; and (iii) establishing and implementing children and parent clubs in public schools aimed at addressing gender disparities through, \textit{inter alia}, creating spaces for learning life skills and carrying empowerment and role model activities; and (b) providing QEAP Grants to NPPSMCs.

\textbf{Part 4: Project Management, Monitoring and Evaluation}

Provision of support to MENFP’s for Project implementation, monitoring and evaluation through, \textit{inter alia}: (a) strengthening MENFP’s existing monitoring and evaluation systems; (b) carrying out impact evaluations of the Project; (c) financing of Operating Costs; (d) carrying out of the Project audits; and (e) the carrying out of independent external technical verifications in respect of the activities under Parts 3.1(a) and 3.2(b) of the Project.

\textbf{Part 5: Contingency Emergency Response}

Providing support upon occurrence of an Eligible Emergency, as needed.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall: (i) operate and maintain, throughout Project implementation, a Project Implementation Unit (the PIU) within MENFP, with qualified and experienced staff in sufficient numbers, as well as with adequate funds, facilities, services and other resources, and responsible for the procurement, financial management, environmental and social, and monitoring and evaluation aspects of the Project, all acceptable to the Association; and (ii) ensure that any staff of the PIU financed out of the proceeds of the Financing is selected and hired in accordance with Section 5.13 of the General Conditions.

B. Implementation Documents

1. The Recipient, shall carry out, the Project in accordance with the Project Operational Manual, which consists of different schedules setting forth, respectively, rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

(a) the detailed description of Project implementation activities, their sequencing and the prospective timetable and benchmarks in relation thereto;

(b) the Project administrative, accounting, auditing, reporting, financial and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;

(c) the eligibility criteria and mechanisms for selecting: (i) the CSMCs; (ii) the NPPSMCs; (iii) the Beneficiary Public Primary Schools; (iv) the specific activities under Part 2.1 and Part 2.2(f) of the Project financed through the pertinent Sub-grant; and (v) the Selected Departments;

(d) the conditions, verification protocol and disbursement procedures for the disbursement of Sub-grants;

(e) the ESMF and RPF;

(f) the plan for capacity building and training activities under the Project;
(g) the plan for the monitoring, evaluation and supervision of the Project;
(h) the performance indicators for the Project;
(i) the standardized models of Sub-grant Agreements and Conditional Grant Agreements; and
(j) the QAS.

2. In the event that any provision of the Project Operational Manual shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

3. The Project Operational Manual may only be amended from time to time in consultation with, and prior approval of, the Association.

C. Sub-grants

1. For purposes of carrying out: (a) Part 2.1 of the Project, the Recipient, through MENFP, shall enter into an agreement (Community Education Grant Agreement) with the pertinent CSMC; and (b) Part 2.2(f) of the Project, the Recipient, through MENFP, shall enter into an agreement (School Improvement Grant Agreement) with the pertinent Beneficiary Public Primary School; all under the terms and conditions satisfactory to the Association and set forth in paragraph 2 below.

2. Upon approval of the specific activities under Part 2.1 and Part 2.2(f) to be financed by the pertinent Sub-grant, and prior to the carrying out of any said activities by the corresponding CSMC or Beneficiary Public Primary School, as the case may be, the Recipient shall have entered into the pertinent Sub-grant Agreement under the terms and conditions acceptable to the Association, which shall include inter alia:

(a) The Recipient’s right to protect its interests and those of the Association, including the right to:

(i) require the pertinent CSMC or Beneficiary Public Primary School to:

(A) carry out the pertinent activities with due diligence and efficiency and in accordance with: (1) sound technical, economic, financial, and managerial standards acceptable to the Association; (2) the ESMF and RPF; and (3) all the relevant terms and conditions of this Agreement (including the provisions of the Anti-Corruption
Guidelines applicable to recipients of grant proceeds other than the Recipient); 

(B) when applicable, provide promptly as needed, the resources required for the purpose of carrying out the pertinent activities; 

(C) procure the goods, works and consulting services to be financed out of the pertinent Sub-grant in accordance with the provisions of Section III of this Agreement; 

(D) maintain policies and procedures adequate to enable the Recipient to monitor and evaluate the pertinent activities under Parts 2.1 and 2.2(f) of the Project in accordance with indicators acceptable to the Association, the progress of the pertinent activity and the achievement of its objectives; 

(E) (1) 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 activities under Parts 2.1 and 2.2(f) of the Project; and (2) 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; 

(F) enable the Recipient and the Association to inspect the pertinent activities, its operation and any relevant records and documents; and 

(G) 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; and 

(ii) suspend or terminate the right of the pertinent CSMC, or Beneficiary Public Primary School, as the case may be, to use the proceeds of the pertinent Sub-grant, for the carrying out of the activities under Parts 2.1 and 2.2(f) of the Project, respectively, or obtain a refund of all or any part of the amount of said Sub-grant then withdrawn, upon the CSMC or Beneficiary Public Primary
School's, as the case may be, failure to perform any of their obligations under the pertinent Sub-grant Agreement.

3. The Recipient shall exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association to accomplish the purposes of the Financing.

4. Except as the Association shall otherwise agree, the Recipient shall not amend, terminate, assign, abrogate, waive or fail to enforce any Sub-grant Agreement or any provision thereof.

5. In the event that any provision of any Sub-grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

D. Conditional Grants

1. The Recipient, through MENFP, shall:

   (a) for purposes of carrying out: (i) Part 3.1(a) of the Project, enter into an agreement (Student Enrollment Grant Agreement) with the pertinent NPPSMC; and (ii) Part 3.2(b) of the Project, enter into an agreement (QEAP Grant Agreement) with the pertinent NPPSMC; all under terms and conditions satisfactory to the Association;

   (b) ensure that Conditional Grants are provided to each NPPSMC in accordance with the requirements and operating guidelines set forth in the Project Operational Manual;

   (c) unless otherwise agreed by the Association, no later than twelve (12) months from the Effective Date, or any other later date agreed by the Association, hire an independent verification agent, under terms of reference acceptable to the Association to carry out the verification of compliance with the conditions set forth in the Project Operational Manual for the disbursement of Conditional Grants, all pursuant to the verification protocol and disbursement procedures set forth in the Project Operational Manual;

   (d) cause said independent verification agent to, no later than July 15 of each calendar year, prepare and furnish to the Association, a report of such scope and in such detail as the Association shall reasonably request, on the results of the verification of compliance of the conditions mentioned under paragraph (c) above covering the last twelve (12) months prior to the date of presentation of each such report; and
(e) exercise its rights and carry out its obligations under each Conditional 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, not amend, terminate, assign, abrogate, waive or fail to enforce any Conditional Grant Agreement or any provision thereof.

2. In the event that any provision of any Conditional Grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

E. Safeguards

1. The Recipient, through MENFP, shall carry out, the Project in accordance with the Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF), as applicable.

2. The Recipient, through MENFP, shall not amend, suspend, abrogate, repeal or waive any provisions of the ESMF or RPF without the prior written approval of the Association.

3. Without limitation to the provisions established in paragraphs 1 and 2 above, the Recipient, through MENFP, shall ensure and/or cause the pertinent CSMC or Beneficiary Public Primary School, through the respective Sub-grant Agreement, to ensure that prior to the carrying out of any activities under Parts 2.1 and 2.2(f) of the Project, the pertinent CSMC or Beneficiary Public Primary School, as the case may be, develop, adopt and implement specific environmental management plans and/or resettlement action plans (if any of said activities involve Displaced Persons), satisfactory to the Association, as required by, the ESMF and RPF.

4. The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Safeguards Policies then in force, as applied to the advice conveyed through such consultancy.

5. The Recipient shall ensure that no Financing proceeds are used to finance land acquisition.

F. Contingent Emergency Response

1. In order to ensure the proper and timely implementation of Part 5 of the Project aimed to provide immediate response to potential Eligible Emergency, the Recipient shall take all actions required on its behalf to ensure that Part 5 of the Project is carried out in accordance with the following provisions:
(a) The Recipient shall:

(i) prepare and furnish to the Association for its review and approval, a draft of the Emergency Response Operations Manual setting forth detailed implementation arrangements for Part 5 of the Project, including: (A) designation of, terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing Part 5 of the Project ("Coordinating Authority"); (B) specific activities which may be included under Part 5 of the Project, the Emergency Expenditures required therefor and the proposed procedures for such inclusion; (C) financial management arrangements under Part 5 of the Project; (D) procurement methods and eligibility procedures for Emergency Expenditures to be financed under Part 5 of the Project; (E) the documentation required for withdrawals of Emergency Expenditures; (F) environmental and social safeguard management frameworks or plans for Part 5 of the Project, consistent with the Association’s policies on the matter and the provisions of Section E of this Section I; and (G) any other arrangements necessary to ensure proper coordination and implementation of Part 5 of the Project;

(ii) afford the Association a reasonable opportunity to review and comment on the Emergency Response Operations Manual;

(iii) thereafter, promptly adopt the Emergency Response Operations Manual as shall have been approved by the Association;

(iv) from time to time, submit recommendations to the Association for its consideration for changes and updates of the Emergency Response Operations Manual, as they may become necessary or advisable during Project implementation to allow, if and as necessary, the inclusion of activities under Part 5 of the Project to respond to an Eligible Emergency;

(v) ensure that Part 5 of the Project is carried out in accordance with the Emergency Response Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the Emergency Response Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
(vi) not amend, suspend, abrogate, repeal or waive any provision of the Emergency Response Operations Manual without the prior approval by the Association.

(b) The Recipient shall, throughout the implementation of Part 5 of the Project, maintain the Coordinating Authority, with staff in adequate numbers and with qualifications and resources satisfactory to the Association.

2. The Recipient shall undertake no activities under Part 5 of the Project unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in Part 5 of the Project in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the Emergency Response Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

Section II. **Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

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 of Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Training and Workshops and Operating Costs for Parts 1, 2.2 (except 2.2(f)), 3.1(b), 3.2(a) and 4 of the Project</td>
<td>24,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under Parts 2.1 and 2.2(f) of the Project, respectively</td>
<td>2,160,000</td>
<td>100% pursuant to each Sub-grant Agreement</td>
</tr>
<tr>
<td>(3) Conditional Grants under Parts 3.1(a) and 3.2 (b) of the Project</td>
<td>1,440,000</td>
<td>100% pursuant to each Conditional Grant Agreement</td>
</tr>
<tr>
<td>(4) Emergency Expenditures for Part 5 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>28,100,000</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

#### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made:

   (a) prior to the Signature Date;

   (b) under Category (3) unless the conditions for providing the pertinent Conditional Grant set forth in the Project Operational Manual, have been met in a manner acceptable to the Association; and

   (c) under Category (4), for Emergency Expenditures under Part 5 of the Project, unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said Emergency Expenditures:

   (i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said Eligible Emergency under Part 5 of the Project in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
(ii) the Recipient has prepared and disclosed all safeguards instruments required for said Eligible Emergency, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.E of this Schedule;

(iii) the Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F.1(b) of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the Emergency Response Operations Manual in form, substance and manner acceptable to the Association and the provisions of the Emergency Response Operations Manual are fully current in accordance with the provisions of Section I.F.1(a) of this Schedule, so as to be appropriate for the inclusion and implementation Part 5 of the Project

2. The Closing Date is October 30, 2022.

Section IV. Other Undertakings

1. The Recipient shall, no later than ninety (90) days from Effectiveness Date, hire a gender specialist in form and substance acceptable to the Association.

2. No later than one (1) month before the beginning of each fiscal year, the Recipient shall prepare and furnish an annual work plan (Annual Work Plan) for that fiscal year, satisfactory to the Association, including the activities to be carried under the Project during said fiscal year. Said Annual Work Plan may be modified from time to time during the fiscal year, with prior approval of the Association.

3. The Recipient and the Association hereby agree to amend the Original Financing Agreement as set forth in Schedule 3 to this Agreement.
SCHEDULE 3

Amendment to the Original Financing Agreement

The Recipient and the Association hereby agree to amend the Original Financing Agreement as follows:

1. Sections 3.01 and 3.02 is hereby amended and replaced to read in its entirety as Section 3.01 of this Agreement.

2. Schedule 1 is hereby amended to read in its entirety as Schedule 1 to this Agreement.

3. Section I.E of Schedule 2 is hereby amended to read as follows:

“E. Anti-Corruption

The Recipient shall ensure that: (a) prior to the Signature Date of the Additional Financing Agreement, the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines, and (b) after the Signature Date of the Additional Financing Agreement, the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.”

4. Section I.F of Schedule 2 is hereby amended to read in its entirety as Section I.E of Schedule 2 to this Agreement.

5. Section III of Schedule 2 is hereby amended to read as follows:

“Section III. Procurement

A. General

1. Goods, Works and Non-consulting services. All goods, works and non-consulting services: (a) for which the procurement process has started before the Signature Date of the Additional Financing Agreement, shall be procured in accordance with the Procurement Guidelines and the provisions of the Procurement Plan; and (b) for which the procurement process starts after the Signature Date of the Additional Financing Agreement, shall be procured in accordance with the Procurement Regulations and the provisions of the Procurement Plan."
2. **Consultants’ Services and Consulting Services.** (a) All consultant’s services for which the procurement process has started before the Signature Date of the Additional Financing Agreement, shall be procured in accordance with the Consultant Guidelines; and (b) all consulting services for which the procurement process has started after the Signature Date of the Additional Financing Agreement shall be procured in accordance with the Procurement Regulations and the provisions of the Procurement Plan.”

6. The table in Section IV.A.2 of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Training and Workshops and Operating Costs for Parts 1, 2.2 (except 2.2(f)), 3.1(b), 3.2(a) and 4 of the Project</td>
<td>10,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under Parts 2.1 and 2.2(f) of the Project, respectively</td>
<td>4,600,000</td>
<td>100% pursuant to each Sub-grant Agreement</td>
</tr>
<tr>
<td>(3) Compensation (including cash compensation and other assistance paid for Involuntary Resettlement related to the implementation of the relevant resettlement action plan under the RPF)</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Conditional Grants under Parts 3.1(a) and 3.2 (b) of the Project</td>
<td>6,400,000</td>
<td>100% pursuant to each Conditional Grant Agreement</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>21,200,000</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
Section IV.B of Schedule 2 shall be amended to read in its entirety as follows:

"B. Withdrawal Conditions; Withdrawal Period"

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made:

   (a) prior to the date of this Agreement; and
   
   (b) under Category (3) unless the pertinent RAP has been prepared, consulted, adopted and published by the Recipient in form and substance satisfactory to the Association, and in accordance with Section I.F of this Schedule.
   
   (c) under Category (4) unless the conditions for providing the pertinent Conditional Grant set forth in the Project Operational Manual, have been met in a manner acceptable to the Association.

2. The Closing Date is October 30, 2022."

8. The following definitions are added and placed in alphabetical order to read as follows:

   (a) "Additional Financing" means the credit made by the Association to the Recipient in support of the Project in accordance with the terms set forth in the Additional Financing Agreement;
   
   (b) "Additional Financing Agreement" means the agreement between the Recipient and the Association dated for purposes of providing the Additional Financing for the Project.
   
   (c) "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018."
APPENDIX

Section I. Definitions

1. “Annual Work Plan” means the Recipient’s plan referred to in Section IV.2 of Schedule 2 to this Agreement, as said plan may be revised from time to time with the prior consent of the Association.

2. “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.

3. “Beneficiary Public Primary School” means a school located in any of the Selected Departments which is vested with legal personality and meets the criteria to participate in the Project, as outlined in the Project Operational Manual.

4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. “Community Education Grant” means a grant made out of the proceeds of the Financing, by the Recipient, through the MENFP to a CSMC, to finance goods, works, consulting services, non-consulting services, Training and Workshops, teacher salaries, and Operating Costs, for the carrying out of the activities under Part 2.1 of the Project.

6. “Community Education Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent CSMC, pursuant to Section I.C.1(a) of Schedule 2 to this Agreement.

7. “Conditional Grant” means any Student Enrollment Grant and/or any QEAP Grant.

8. “Conditional Grant Agreement” means any Student Enrollment Grant Agreement or QEAP Grant Agreement.

9. “Contingent Emergency Response” means the operational response carried out under Part 5 of the Project and to be financed out of the proceeds of the Financing allocated from time to time to Category (4) in response to an Eligible Emergency.

10. “Coordinating Authority” means the Recipient’s entity, ministry or agency responsible for coordinating and implementing Part 5 of the Project.

11. “CSMC” means Community School Management Committee, a school management committee of a community located in a Selected Department which
provides primary education services, is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Operational Manual.

12. “Displaced Person” means a person who, on account of the execution of the Project had or would have been affected by an involuntary taking of land under the Project, which causes said Displaced Person to have his/her: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; and “Displaced Persons” means, collectively, all such Displaced Persons.

13. “Eligible 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 Response Operations Manual” means the operations manual to be adopted by the Recipient for Part 5 of the Project in accordance with the provisions of Section I.F.1(a)(i) of Schedule 2 to this Agreement.

16. “ESMF” means the Recipient’s environmental and social management framework, acceptable to the Association, disclosed in the Recipient’s territory on March 22, 2019 and on the Association’s external website on March 15, 2019, setting forth, inter alia, details of a program of environmental and social actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and/or social impact, or reduce such impact to acceptable levels, along with the procedural and institutional measures needed to implement such actions, the guidelines for protection of natural habitats, forests and physical cultural resources, and the guidelines for the preparation and implementation of environmental/social management plans, as said framework may be amended from time to time with the prior consent of the Association.


18. “Grant Agreement” means the agreement dated as of the Signature Date entered into the Recipient and the Association to assist in the financing of the Project (Grant No.TF0B0083-HT).

20. "NPPSMC" means Non Public Primary School Management Committee, a school management committee of a non public primary school located in a Selected Department which is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Operations Manual.

21. "Operating Costs" means reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of, communication costs, office supplies and equipment maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project (but excluding consulting services and salaries of officials of the Recipient’s civil service).

22. "Original Financing Agreement" means the financing agreement for the Project between the Recipient and the Association, dated December 20, 2016, as amended to the date of this Agreement (D123-HT).

23. "Original Project" means the Project described in Schedule I to the Original Financing Agreement.

24. "PIU" means the unit, referred to in Section I.A of Schedule 2 to this Agreement, or any successor thereto acceptable to the Association.


26. "Project Operational Manual" means the Recipient’s manual dated April 4, 2019, acceptable to the Association, referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Association.

27. "QAS" means “Quality Assurance System” a pilot system of the MENFP which aims at measuring key dimensions of school learning conditions (including, inter alia: infrastructure, water and sanitation, leadership, pedagogy) and providing tools to assess student learning, and corresponding standards, and governed by existing MENFP’s regulations.

28. "QEAP Grant" means a grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student’s tuition
expenses under Part 3.2(b) of the Project, upon meeting the conditions for grant disbursement and following the verification protocol and disbursement procedures set forth in the Operational Manual.

29. "QEAP Grant Agreement" means any of the agreements to be entered into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(ii) of Schedule 2 to this Agreement.

30. "RPF" means the Recipient’s resettlement policy framework, acceptable to the Association disclosed in the Recipient’s territory on March 22, 2019 and on the Association’s external website on March 15, 2019, which sets forth, inter alia, the principles and objectives governing resettlement preparation and implementation, and a description of the process for preparing and approving resettlement action plans under the Project, as said framework may be amended from time to time with the prior consent of the Association.

31. “Safeguard Policies” means, the Operational Policies (Ops) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at https://policies.worldbank.org.

32. “School Improvement Grant” means a grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a Beneficiary Public Primary School, to finance goods and works for the carrying out of the activities under Part 2.2(f) of the Project, subject to specific terms and conditions set forth in the relevant School Improvement Grant Agreement.

33. “School Improvement Grant Agreement” or Lettre d’Engagement de l’Ecole Fondamentale Publique means any of the agreements to be entered into by the Recipient and the pertinent Beneficiary Public Primary School pursuant to Section I.C.1(b) of Schedule 2 to this Agreement.

34. “Selected Departments” means any political subdivision of the Recipient which meets the criteria set forth in the Project Operational Manual to participate in the Project.

35. “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.

36. “Student Enrollment Grant” means a grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student’s tuition expenses under Part 3.1(a) of the Project, upon meeting the
conditions for grant disbursement and following verification protocol and

37. “Student Enrollment Grant Agreement” means any of the agreements to be entered
into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(i) of
Schedule 2 to this Agreement.

38. “Sub-grant” means any Community Education Grant and/or any School
Improvement Grant.

39. “Sub-grant Agreement” means any Community Education Grant Agreement or
School Improvement Grant Agreement.

40. “Training and Workshops” means the reasonable costs, as shall have been
approved by the Association, for training and workshops, conducted under the
Project, including tuition, travel and subsistence costs for training participants,
costs associated with securing the services of trainers and speakers, rental of
training and workshop facilities, preparation and reproduction of training
materials, and other costs directly related to training course or workshop
preparation and implementation (but excluding goods and consultants’ services).

41. “Tuition Waiver Program” means the Recipient’s tuition waiver program, dated
September 2007, consisting of providing tuition waivers to non public schools.