aThe World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

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CONFORMED November 10, 2011

H. E. Kerfalla Yansane Minister of Economy and Finance Ministry of Economy and Finance Conakry Republic of Guinea

Re: Republic of Guinea: Education for All Project (Credit Number 3552-GUI) and Additional Financing for the Education for All Project (Grant Number H433-GUI)

Amendment Letter

Excellency:

We refer to:

- (i) the Development Credit Agreement ("Credit Agreement") dated August 8, 2001 between the Republic of Guinea ("Recipient") and the International Development Association ("Association"), in respect of the above-captioned project (the "Project"), as amended by letter agreement dated and signed by the Association on June 30, 2005 and countersigned by the Recipient on July 26, 2005;
- (ii) the Financing Agreement ("Financing Agreement" and together with the Credit Agreement, the "Agreements") dated November 11, 2008 between the Recipient and the Association, providing additional financing for the Project; and
- (iii) your letter dated July 25, 2011 pursuant to which you request the Project to be restructured.

We are pleased to inform you that the Association concurs with your request, and accordingly, the Association proposes the following amendments to the Agreements:

1. The Project development objective stated in paragraph 1 of Schedule 2 to the Credit Agreement is hereby deleted in its entirety and replaced by the following:

"The objective of the Project is to assist the Recipient in its efforts to improve the conditions for teaching and learning in its territory, through: (i) expanded access to education, (ii) enhanced quality of learning, and (iii) strengthened human resource management."

2. Part A.2 (Secondary Education) of Schedule 2 (Description of the Project) to the Credit Agreement is hereby deleted in its entirety and replaced by the following:

"2. Secondary Education.

Improving access to secondary education through the construction (and maintenance) of approximately eight (8) new secondary schools (equivalent to approximately 96 classrooms)."

- 3. The Schedule 1 to the Financing Agreement is hereby deleted in its entirety and replaced by Annex 1 to this letter.
- 4. Section I.A of Schedule 2 of the Financing Agreement is hereby deleted in its entirety and replaced by the following:

"A. Institutional Arrangements.

The Recipient shall:

- (i) maintain, at all times during Project implementation, the *Coordination Nationale du Programme Sectorielle de l'Education (CN/PSE)* as the Project implementation unit established under MEPU-EC, with staff having terms of reference, qualifications and experience satisfactory to the Association, including a national coordinator, which shall be responsible for implementation of the Project, including all fiduciary oversight such as procurement, financial management and coordination of the Program; and monitoring and evaluation;
- establish by not later than December 15, 2011 (ii) and thereafter maintain an inter-ministerial committee acceptable to the Association to monitor implementation for the national strategy of personnel management in the education sector., and shall be responsible, inter alia, for: a) ensuring the application of the structural reforms to decrease the multiplicity of sources of data related to personnel in education and measure of control of this personnel; b) supporting the

development of an information system that allows national and sectoral levels to manage their personnel and wage bills; c) monitoring the re-deployment of teachers that are in excess numbers in urban areas to benefit the areas that are under-staffed; and d) ensuring, in accordance with the civil service, the development of rules, procedures, and institutional responsibilities in the movement and allocation of teachers; and

- establish by not later than December 15, 2011 and (iii) thereafter maintain a team acceptable to the Association to monitor the implementation of the action plan of the national strategy for personnel management in the education sector; such team shall be led by the Permanent Secretary (Secrétaire Général) of the MEPU-EC and shall be comprised of at least five staff nominated by such Permanent Secretary who shall be responsible, inter alia, for: a) ensuring that the semi-annual action plans are implemented; b) providing assistance and mobilizing the requisite actors responsible for the implementation of the activities identified in the action plan to ensure that the tasks are achieved; c) evaluating and measuring the performance indicators; d) participating in regular meetings; and e) develop a monthly report describing the implementation of activities and submit it to the CN/PSE and the Permanent Secretary.
- 5. Section I.C of Schedule 2 of the Financing Agreement is hereby amended by inserting the following paragraph at the end thereof:
 - "3. The Project Implementation Manual shall be amended by not later than December 15, 2011 to reflect the revised satisfactory Project indicators referenced in Section II.A.1 of this Agreement and the institutional arrangements referenced in Section I.A of this Agreement."
- 6. The following Section I.D shall be added after Section I.C of Schedule 2 of the Financing Agreement:

D. Safeguards

(i) The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, timetable and other specifications set forth in the Safeguard Documents, and, except as the Association shall otherwise agree, shall not amend or waive any provision of the

aforementioned, if such amendment or waiver may, in the opinion of the Association, materially or adversely affect the implementation of the Project; and (ii) without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, in accordance with Section II of this Schedule, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

For the purposes of this Section, the terms:

(i) "Displaced Persons" means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by:
(a) the involuntary taking of land, resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person;

"Environmental and Social Management Framework" or "ESMF" mean the document adopted by the Recipient and dated May 22, 2008, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening;

"Environmental and Social Management Plan" or "EMP" means the Recipient's document prepared and disclosed in accordance with the Environmental and Social Management Framework with respect to the Project, that details: (i) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (ii) the actions needed to implement these measures;

"Resettlement Action Plan" or "RAP" means the Recipient's document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, *inter alia*, (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures;

"Resettlement Policy Framework" or "RPF" mean the document adopted by the Recipient and dated May 19, 2008, containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons; and

"Safeguard Documents" means collectively or individually the Environmental and Social Management Framework, the Resettlement Policy Framework, and the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project, if any.

- 7. Section II.A.1 of Schedule 2 of the Financing Agreement is hereby deleted in its entirety and replaced by the following:
 - "1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report."
- 8. Section IV.A.2 of Schedule 2 to the Financing Agreement is hereby deleted and replaced by Annex 2 to this letter.

All other provisions of the Agreements, except as amended herein, shall remain in full force and effect.

Please confirm your agreement to the above by signing, dating and returning to us the enclosed copy of this amendment letter. Upon receipt thereof, this amendment letter will become effective as of the date of countersignature.

Sincerely yours,

By: //s// Ousmane Diagana Country Director for Guinea Africa Region

ACKNOWLEDGED AND AGREED:

REPUBLIC OF GUINEA

By: //s// Kerfalla Yansane Minister of Economy and Finance

Date: <u>November 10, 2011</u>

Annex 1

SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient in its efforts to improve the conditions for teaching and learning in its territory, through (i) expanded access to education, (ii) enhanced quality of learning, and (iii) strengthened human resource management.

The Project constitutes the Original Project as well as the first phase of the Program, which consists of the following additional parts:

- 1. <u>Improved Human Resource Management in the Education Sector.</u>
- (a) Providing resources for the payment of salaries of primary and secondary public school personnel for the months of November 2008.
- (b) Intentionally omitted.
- (c) Supporting Project monitoring and evaluation and management; specifically, carrying out of: (i) spot checks on the remuneration and incentive payments made under Part 1 (a) of the Project and the Recipient's primary and secondary public school personnel payrolls generally; and (ii) the audit referred to in Section II.B.3 of Schedule 2 to this Agreement.
- (d) Supporting a program of activities aimed at strengthening the Recipient's human resources management in the education sector by reviewing (and supporting the enforcement of) the applicable legal texts as well as the recruitment, allocation and (re-) deployment procedures; such program includes:
 - (i) supporting logistics for the control/verification of human resources at all levels of the Recipient education sector (including semi-annual audits to verify the presence of teachers in the classrooms; workshops; field trips; purchase of goods, including a vehicle, mobile phones and scratch cards to introduce social accountability measures; and consultants' services);
 - (ii) the development of an operational manual for the application of the personnel movement scale, recruitment of consultants to assist with

- the development of the personnel movement scale and training, external audit to control the application of the scale, and sensitization campaigns;
- (iii) the development of a policy for higher education as well as the review of the selection methods for entrance into higher education institutions (including the modalities of quotas within each institution of higher education and teacher training institutes (with linkages to the labor market); and the development of accompanying merit-based measures (criteria for obtaining and keeping of scholarships)); and
- (iv) strengthening the capacity of the Recipient's Planning and Statistical Unit in the Ministry of Pre-University Education to collect and analyze data at the central, regional, and school level.
- (e) Supporting a program of activities aimed at strengthening the Recipient's human resources management in the education sector through the implementation of a coherent data information system and introduction of merit- and performance-based incentives; such program includes:
 - (i) the development of tools to collect personnel data, training of facilitators, national directors and heads of central departments in the usage of such tools; and
 - (ii) Providing resources for the payment of performance-based teacher cash incentives and supporting the development of impact evaluation methodology and assessment, design of survey instruments, data collection in connection with the performance-based teacher cash incentive scheme."

Annex 2

The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Remuneration and incentive payments under Part 1(a)(i) and (b)(i) of the Project made prior to November 10, 2011.	2,701,000	100%
(2) Remuneration and incentive payments under Part 1 (a)(ii) and (b)(ii) of the Project made prior to November 10, 2011.	0	100%
(3) Consultants' services and Operating Costs under Part 1 (c) of the Project incurred prior to November 10, 2011.	55,000	100%
 (4) Remuneration and incentive payments under Part 1 (a) and (e)(ii) of the Project made on or after November 2, 2011, as well as goods, works, consultants' services, Training and Incremental Operating Costs made on or after November 10, 2011 under: Parts 1 (c), (d) and (e)(i) of the Project; and Part A.2 of the Original Project. 	3,644,000	100%
TOTAL AMOUNT	6,400,000	

For the purposes of the table above, the term "Training" means the reasonable costs of training under the Project, based on the annual work plans and budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training

facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.