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GRANT NUMBER TF0B6118-HT

# **Global Partnership for Education Fund Grant Agreement**

**(Promoting an Efficient Education System in Haiti Project)**

**between**

**REPUBLIC OF HAITI**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

**acting as Trustee of the Global Partnership for Education Fund**

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**GRANT NUMBER TF0B6118-HT**

**GLOBAL PARTNERSHIP FOR EDUCATION FUND GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF HAITI (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) acting as Trustee of the Global Partnership for Education Fund. The Recipient and the Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project and cause the Project to be carried out in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed fifteen million and six hundred thousand United States Dollars (\$15,600,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**  
**Effectiveness; Termination**

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01, there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Recipient, on behalf of the Recipient, showing that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the Signature Date (the Effectiveness Deadline), unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

**Article V**  
**Recipient's Representative; Addresses**

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministère de l'Economie et des Finances  
Palais des Ministères  
5, Avenue Charles Sumner/Turgeon  
Port-au-Prince  
République d'Haïti; and



(b) the Recipient's Electronic Address is:

E-mail: cabinet@mef.gouv.ht

5.03. For purposes of Section 7.01 of the Standard Conditions: (a) The Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	lmsellati@worldbank.org

AGREED as of the Signature Date.

**REPUBLIC OF HAITI**

By



\_\_\_\_\_  
Authorized Representative

Name: MICHEL PATRICK BOISVERT

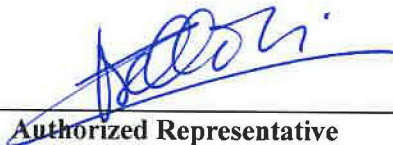
Title: MINISTER OF ECONOMY AND FINANCE

Date: September 22, 2021

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

acting as Trustee of the Global Partnership for the Education Fund

By



\_\_\_\_\_  
Authorized Representative

Name: LAURENT MSELLATI

Title: COUNTRY MANAGER

Date: September 22, 2021

## SCHEDULE 1

### Project Description

The objective of the Project is to improve MENFP planning and regulatory functions and the learning assessment system.

The Project consists of the following parts:

#### **Part 1. Improving Planning and Regulation**

- 1.1. **Strengthening planning capacities:** Strengthen the statistical capacity of MENFP and its decentralized directorates and enhance their capacity to make data-driven decisions by supporting the implementation of the EMIS Strategy and improving planning capacity through financial and technical assistance as well as training.
- 1.2. **Providing Conditional Grants** to strengthen DDEs' planning capacity under Part 1.1 above.
- 1.3. **Supporting regulatory capacities:** (a) Support the operationalization at scale of quality standards for non-public schools, currently implemented in selected schools in four departments, to better regulate the non-public system with better quality criteria based on the revised QAS standards, tool kits on quality standards for school inspectors, directors and school management committees, guidance on progressing toward accreditation, communication strategy pertaining to quality standards, capacity strengthening activities for school regulation, and other interventions to enhance regulatory, and monitoring capacity at multiple critical levels of the education service delivery chain; and (b) improve the capacity of MENFP to regulate the non-formal education sector through an evaluation of the needs of the non-formal sector and the development of technical framework documents.

#### **Part 2. Improving the Learning Assessment System**

- 2.1. **Improving the learning assessment system at the central level:** (a) Take stock and carry out a diagnostic of the existing systems for learning assessment; (b) design a new learning assessment framework document for primary education; and (c) develop learning standards for all subjects and identify core student competencies for the first two cycles of primary education to help MENFP set learning goals for each grade, as well as priority competencies to support MENFP preparedness in the event of a crisis leading to reduced instructional time.
- 2.2. **Improving the learning assessment system at the decentralized level** through Conditional Grants to DDE.

**Part 3. Project Management, Monitoring and Evaluation**

Support Project implementation, monitoring and evaluation by: (a) strengthening MENFP's existing monitoring and evaluation functions; (b) financial management, procurement, safeguards, gender aspects, and citizen engagement; (c) carrying out studies, potentially including studies and evaluations related to special needs students and/or gender and gender activities; (d) financing of operating costs; and (e) carrying out Project audits.



## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Recipient shall vest the overall responsibility for the implementation of the Project in MENFP and ensure that the Project is carried out or caused to be carried out by MENFP; all in accordance with the Project Operational Manual, and the ESCP, as applicable.
2. The Recipient shall operate and maintain, at all times during the implementation of the Project, the PIU under the administrative authority of MENFP, with functions, staffing and resources satisfactory to the Bank (including the following key staff: a Project coordinator, a financial management specialist, a procurement specialist, a safeguard specialist; a monitoring and evaluation specialist; and a technical coordination consultant); as further detailed in the Project Operational Manual.
3. The Recipient shall ensure that the PIU shall be responsible for the day-to-day administration, overall planning, coordination, fiduciary (procurement, disbursement, safeguards, and financial management), preparation of the Annual Work Plans, monitoring evaluation, reporting, and communication of Project activities; as further detailed in the Project Operational Manual.
4. The Recipient shall operate and maintain, at all times during the implementation of the Project, the technical teams under the administrative authority of MENFP; in charge of coordinating Project-related activities through their respective focal points, with functions, composition and resources satisfactory to the Bank, as further detailed in the Project Operational Manual.

##### B. Project Operational Manual

1. The Recipient shall carry out the Project in accordance with a manual (the Project Operational Manual), satisfactory in form and substance to the Bank, which consists of different schedules setting forth 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 all Project activities, their sequencing and the prospective timetable in relation thereto;
  - (b) the Project administrative, financial, accounting, auditing, procurement, and disbursement procedures, including all relevant standard documents;



- (c) the model form for Conditional Grant Agreements, the verification protocols and the disbursement procedures for the Conditional Grants;
  - (d) the monitoring indicators for the Project; and
  - (e) the grievance mechanisms and the code of ethics and conduct.
2. The Project Operational Manual may be amended from time to time in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

**C. Annual Work Plans**

1. Without limitation to the obligations set forth in Section I.B above, the Recipient shall carry out the Project in accordance with Annual Work Plans to be prepared and furnished to the Bank not later than October 31 of each calendar year during the implementation of the Project (the first such Annual Work Plan being due one month after the Effective Date), and containing all activities proposed for inclusion in the Project for the next calendar year, including: (a) detailed timetables for the sequencing and implementation of proposed Project activities; (b) types of expenditures required for such activities and a proposed financing plan and sources of funding for such expenditures; and (c) any Operating Costs or Training that may be required under the Project.
2. The Recipient shall afford the Bank a reasonable opportunity to exchange views on each such proposed Annual Work Plan; and, thereafter ensure that the Project is implemented with due diligence during said following calendar year in accordance with such Annual Work Plan as shall have been approved by the Bank.
3. The Annual Work Plans may only be amended from time to time in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the Annual Work Plans and those of this Agreement, the terms of this Agreement shall prevail.

**D. Output Delivery Agreement with UNICEF**

1. To facilitate the carrying out of Part 1.3 of the Project, the Recipient, through the PIU, shall no later than three months after the Effective Date, enter into and thereafter maintain an agreement (the Output Delivery Agreement) with UNICEF, under terms and conditions approved by the Bank, which shall include, *inter alia*: (a) the obligation of the Recipient to transfer part of the proceeds of the Grant allocated under Category (1) to UNICEF; and (b) the obligation of UNICEF to: (i) comply with the Anti-Corruption Guidelines; (ii) provide technical assistance to support MENFP in implementing activities under Part 1.3 of the Project, as





further described in the Project Operational Manual; and (iii) comply with the pertinent obligations set forth in Section I.F of this Schedule.

2. The Recipient shall exercise its rights and carry out its obligations under the Output Delivery Agreement in such a manner as to protect the interests of the Recipient and the Bank in order to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not amend, assign, abrogate suspend, terminate, waive or fail to enforce the Output Delivery Agreement or any of its provisions.

**E. Technical Assistance Agreement with UNESCO**

1. To facilitate the carrying out of Part 1.1 of the Project, the Recipient, through the PIU, shall no later than three months after the Effective Date, enter into and thereafter maintain an agreement (the Technical Assistance Agreement) with UNESCO, under terms and conditions approved by the Bank, which shall include, *inter alia*: (a) the obligation of the Recipient to transfer part of the proceeds of the Grant allocated under Category (1) to UNESCO; and (b) the obligation of UNESCO to: (i) comply with the Anti-Corruption Guidelines; (ii) provide technical assistance to support MENFP in implementing activities under Part 1.1 of the Project, as further described in the Project Operational Manual; and (iii) comply with the pertinent obligations set forth in Section I.F of this Schedule.
2. The Recipient shall exercise its rights and carry out its obligations under the Technical Assistance Agreement in such a manner as to protect the interests of the Recipient and the Bank in order to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not amend, assign, abrogate suspend, terminate, waive or fail to enforce the Technical Assistance Agreement or any of its provisions.

**F. Environmental and Social Standards**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
  - (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 Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (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 Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
- 6. The Recipient shall ensure that all bidding documents and contracts under the Project include the obligation of contractors, and subcontractors 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 activities commissioned or carried out pursuant to said contracts.



**G. Conditional Grants**

1. The Recipient, through MENFP, shall:
  - (a) for purposes of carrying out selected activities under Parts 1 and 2 of the Project, furnish to DDEs a conditional grant (Conditional Grant) and enter into an agreement (Conditional Grant Agreement) with said DDEs under terms and conditions satisfactory to the Bank;
  - (b) ensure that the Conditional Grants are provided to each DDE in accordance with the requirements and operating guidelines set forth in the Project Operational Manual;
  - (c) hire and thereafter maintain an independent verification agent, under terms of reference acceptable to the Bank 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 31 of each calendar year, prepare and furnish to the Bank, a report of such scope and in such detail as the Bank 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 Bank in order to accomplish the purposes of the Project. Except as the Bank 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.

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

The Recipient shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester covering said calendar semester.



**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consulting services, Training and Operating Costs under the Project except for Parts 1.2 and 2.2 of the Project	10,700,000	100%
(2) Conditional Grants under Parts 1.2 and 2.2 of the Project	4,900,000	100% of amounts disbursed pursuant to each Conditional Grant Agreement
<b>TOTAL AMOUNT</b>	15,600,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made
- (a) for payments made prior to the Signature Date; or
  - (b) under Category (2) until the Recipient has provided satisfactory evidence to the Bank indicating that it has: (i) hired the independent verification agent, under terms of reference acceptable to the Bank to carry out the verification of compliance with the conditions set forth in the Project Operational Manual for the disbursement of Conditional Grants; and (ii) signed at least one Conditional Grant Agreement with a DDE under terms and conditions satisfactory to the Bank.
2. The Closing Date is June 30, 2026.

## APPENDIX

### Definitions

1. “Annual Work Plan” or “Annual Work Plans” means any or all work plans prepared annually by the PIU in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, as further detailed in the Project Operational Manual and as approved by the Bank.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Conditional Grant” means any grant made or proposed to be made to a DDE to implement selected activities under Parts 1 and 2 of the Project, as further detailed in the Project Operational Manual.
5. “Conditional Grant Agreement” means any or all agreements signed with DDEs to implement selected activities under Parts 1 and 2 of the Project under terms and conditions detailed in the Project Operational Manual.
6. “DDE” or “DDEs” means any or all of the Borrower’s Departmental Directorates of Education (*Directions Départementales de l’Education*), under MENFP, as said DDEs are selected in accordance with the procedures set forth in the Project Operational Manual to receive a Conditional Grant under a Conditional Grant Agreement.
7. “EMIS Strategy” means the Recipient’s Strategy for the Education Management Information System, as endorsed by the General Director of MENFP on April 30, 2020, or any successor thereto acceptable to the Bank.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 17, 2021, 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.
9. “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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

10. “MENFP” means “*Ministère de l’Education Nationale et de la Formation Professionnelle*”, the Recipient’s Ministry of National Education and Vocational Training, or any successor thereto acceptable to the Bank.
11. “Operating Costs” means reasonable and necessary incremental expenses incurred on account of Project implementation, including office supplies, vehicle rental, operation and maintenance, insurance costs, bank charges, office administration and rental costs, utilities, travel, *per diem* and supervision costs and salaries of locally contracted employees (excluding salaries of the Recipient’s civil service staff), all as approved by the Bank.
12. “Output Delivery Agreement” means the agreement to be signed with UNICEF as referred to in Section I.D.1 of Schedule 2 to this Agreement; and as may be amended from time to time with the Bank’s prior and written consent.
13. “PIU” means the Project Implementing Unit (*Unité de Gestion du Projet*), the Project’s implementation unit hosted within the MENFP, and referred to in Section I.A.2 of Schedule 2 to this Agreement.
14. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
15. “Project Operational Manual” means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as updated on June 11, 2021 and as may be revised from time to time with the Bank’s prior and written approval.
16. “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.

17. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
18. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
19. "Technical Assistance Agreement" means the agreement to be signed with UNESCO as referred to in Section I.E.1 of Schedule 2 to this Agreement; and as may be amended from time to time with the Bank's prior and written consent.
20. "Training" means expenditures incurred by the Recipient in connection with carrying out training activities under the Project (excluding consulting services), including travel costs and *per diem* for local trainees, study tours, workshops, conferences, rental of facilities and equipment, and training materials and related supplies.
21. "UNESCO" means United Nations Educational, Scientific and Cultural Organization, a United Nations specialized agency responsible for promoting world peace and security through international cooperation in education, the sciences, and culture, created in 1945 and with headquarters in Paris, France.
22. "UNICEF" means United Nations Children's Fund, a United Nations specialized agency responsible for providing humanitarian and developmental aid to children worldwide created in 1946 and with headquarters in New York, USA.

