

Date: 08-Jul-2024

Larisa Hovannisian
Executive Director
Teach for Armenia Educational Foundation
2/1 Melik Adamyán Street
Yerevan 0010, Armenia

Re: SPF Grant No. TF0C5297
Mental Health and Psychosocial Support in Armenian Schools Project
Letter Agreement

Dear Madam:

In response to the request for financial assistance made on behalf of Teach for Armenia (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (jointly the “Bank”), acting as administrator of the State and Peacebuilding Fund 2.0 Umbrella Anchor Multi-Donor Trust Fund, proposes to extend to the Recipient for the benefit of the Republic of Armenia, a grant in an amount not to exceed two million and six hundred thousand United States Dollars (USD 2,600,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This 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 (as defined in the Annex to this Agreement), 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.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION

By *Carolyn Geginat*
Carolyn Geginat
Country Manager
Armenia

AGREED:

TEACH FOR ARMENIA EDUCATIONAL FOUNDATION

By *Larisa Hovannisian*
 Authorized Representative
Name Larisa Hovannisian
Title Executive Director
Date 09-Jul-2024

Enclosures:

- (1) “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.
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017.

**SPF Grant No. TF0C5297
ANNEX**

**Article I
Standard Conditions; Definitions**

- 1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section:
- (a) “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.
 - (b) “ASPU” means the Member Country’s Armenian State Pedagogical University.
 - (c) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
 - (d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 23, 2024, 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.
 - (e) “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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
 - (f) “MHPSS” means mental health and psychosocial support services.
 - (g) “MoESCS” means the Member Country’s Ministry of Education, Science, Culture and Sports.

- (h) “NCEDI” means the Member Country’s National Center for Education Development and Innovation.
- (i) “Operating Costs” means the incremental operating expenses incurred by the Recipient on account of the coordination, management, implementation, and monitoring and evaluation of the Project, including salaries of staff of Recipient assigned to the Project, utilities, supplies; mail expenses; bank charges; communication costs, maintenance costs, advertising expenses, reasonable costs of travel, hotel, and per diem for the Recipient’s staff, and other expenditures associated with the Project implementation, acceptable to the Bank, but not including salaries of officials or employees of the Member Country’s civil service, as well as any contributions by these officials or employees to any social fund.
- (j) “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.
- (k) “Project Operational Manual” or POM means the manual referred to in Section 2.03(c), as such manual may be updated from time to time with the agreement of the Bank.
- (l) “RPPC” means the Republican Pedagogical-Psychological Centers set up by and under the authority of MoESCS.
- (m) “Selected Schools” means the educational institutions selected under the mechanism set forth in the POM.
- (n) “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, with the modifications set forth in the Appendix.
- (o) “Training” means the reasonable costs of: (i) training materials and rental of training facilities and equipment; (ii) tuition fees, travel and per-diem of trainers and trainees; and (iii) any other expenses related to training (including study tours and workshops) to be incurred by the Recipient for the purposes of the Project.

Article II
Project Execution

- 2.01. ***Project Objectives and Description.*** The objective of the Project is to improve mental health and psychosocial wellbeing of children and adolescents in Selected Schools.

The Project consists of the following parts:

Part 1: Needs Assessment, School Integration, Mental Health and Psychosocial Support Services.

- 1.1 Carrying out rapid assessments of community needs and individual needs and outcomes of newly arrived children and adolescents, their school peers, and their teachers in Selected Schools, including: (a) carrying frequent rounds of data collection of individual gender-specific mental health, academic outcomes, labor market aspirations, and other relevant data; and (b) creating school-specific reports reflecting the burden and needs for mental health and psychosocial support of all genders to be used for targeted training of MHPSS in Selected Schools.
- 1.2 Supporting the offering of gender-sensitive services for school enrolment of newly arrived children and adolescents through the provision of support for regional town halls in ensuring the inclusion and regular school attendance of newly arrived children and adolescents, including: (a) setting up a team of social workers to partner and support local authorities in following-up through home visits, and (b) enrolling newly arrived registered children and adolescents in Selected Schools in the locality.
- 1.3 Providing training on MHPSS to schools to support newly arrived children and adolescents according to their needs, as identified through the needs assessment carried out under Part 1.1, including: (a) recruiting a specialized team of education and mental health experts to design a MHPSS training program, provide capacity building and monitor mentors and RPPC staff; (b) recruiting local mentors and RPPC staff to receive capacity building and deliver the MHPSS program; (c) assigning local mentors and local RPPC staff to Selected Schools to train school principals, teachers, and staff of selected subjects and grades and engage with families as part of the classroom and school-wide activities of the MHPSS program; and (d) adopting a referral system for focused, non-specialist support activities and specialized care to children and adolescents in need.
- 1.4 Collecting data on training implementation in classrooms and schools for ongoing monitoring purposes of the provision of MHPSS.
- 1.5 Integrating the provision of MHPSS into the curriculum for its scale-up to address both immediate needs as well as mitigate the effects of prolonged trauma in children and adolescents, including: (a) submitting the MHPSS training program for MoESCS certification to be integrated in teacher professional development in collaboration with the NCEDI; (b) engaging ASPU graduate students in internships during the MHPSS program implementation to strengthen pre-service teacher training to ensure incoming teachers are trained on the provision of MHPSS; (c) sharing the resources developed throughout the MHPSS program with the ASPU to add MHPSS training to pre-service teacher training to ensure incoming teachers are trained on the provision of MHPSS; (d) revising relevant curricula as well as teaching and learning materials in collaboration with the MoESCS to include psychosocial competencies; and (e) designing targeted media communication campaigns to strengthen the awareness of psychological self-care and sources of support for mental health needs for the education community in collaboration government agencies.
- 1.6 Providing support for Project management, including strengthening the Recipient's technical and fiduciary capacity by providing support for the management and monitoring of Project

implementation activities and outcomes, including detailed costing activities, administrative expenditures and financial audits.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.***

- (a) For purposes of Project implementation, the Recipient shall:
- (i) prepare and adopt a Project Operations Manual (“POM”), satisfactory to the Bank, which shall include, *inter alia*:
 - (A) the Project monitoring indicators and results framework;
 - (B) policies and procedures relating to the implementation of the respective parts of the Project, including the selection criteria and procedures for Selected Schools;
 - (C) financial management, disbursement, and procurement arrangements for the respective parts of the Project;
 - (D) environmental and social obligations consistent with the provisions of Section 2.04, including the adoption of the labor management procedures; grievance mechanism for Project workers; ethical and background check protocols; and stakeholder identification, engagement, and information disclosure procedures;
 - (E) Personal Data protection protocols;
 - (F) the requirements under the Anti-Corruption Guidelines; and
 - (G) detailed reporting and monitoring and evaluation arrangements.
 - (ii) thereafter carry out the Project in a timely manner and in accordance with the provisions of the POM (provided, however, that in the event of any conflict between the arrangements and procedures set out in the POM and the provision of this Agreement, the latter shall prevail); and
 - (iii) not amend or waive, or permit to be amended or waived, the POM or any provisions thereof, except with the prior written approval of the Bank.
- (b) Prior to the carrying out of any Personal Data collection and processing activities under the Project, the Recipient, shall ensure that its staff, staff of any other unit or entity involved in the implementation of the Project and any third party contracted for the purpose, follow adequate data protection standards and protocols, in accordance with applicable national law and good international practice and acceptable to the Bank, as such standards and protocols shall be incorporated in the POM and, where appropriate, the applicable terms of reference.

2.04. Environmental and Social Standards.

- (a) 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.
- (b) Without limitation upon paragraph (a) 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:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) 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
 - (iv) 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.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail. The Recipient shall ensure that:
 - (i) 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: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) 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.
- (d) 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.

2.05. **Project Monitoring, Reporting and Evaluation.**

- (a) The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after each calendar semester, covering the calendar semester.
- (b) Except as may be otherwise explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Section 2.01 of the Annex to this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

**Article III
Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** 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:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Training and Operating Costs under the Project	2,600,000	100%
TOTAL AMOUNT	2,600,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$520,000 equivalent may be made for payments made prior to this date but on or after December 1, 2023, for Eligible Expenditures.

3.03. **Withdrawal Period.** The Closing Date is November 30, 2026.

**Article IV
Effectiveness; Termination**

4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:

- (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental and corporate action; and
- (b) the Project Operations Manual has been prepared and adopted by the Recipient all in form and substance satisfactory to the Bank,

- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), 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 Member Country, showing the following matters:
- (b) on behalf of the Recipient, 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. Termination for Failure to Become Effective. 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 date of this Agreement, 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. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.
- 5.02. **Recipient’s Address.** For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s Address is:
- Teach for Armenia Educational Foundation
2/1 Melik Adamyán Street
Yerevan 0010, Armenia; and
- (b) the Recipient’s Electronic Address is:
- E-mail:
- info@teachforarmenia.org and larisa@teachforarmenia.org
- 5.03. **Bank’s Address.** For purposes of Section 7.01 of the Standard Conditions:
- (a) the Bank’s address is:
- International Bank for Reconstruction and Development/International
Development Association
1818 H Street, N.W.

Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Facsimile:

E-mail:

1-202-477-6391

rpryce@worldbank.org

APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

The reference to “Member Country” in the Standard Conditions and in this Agreement means the Republic of Armenia.