



**GRANT NUMBER E180**

# **Financing Agreement**

**(Building Skills for Human Capital Development in South Sudan Project)**

**between**

**REPUBLIC OF SOUTH SUDAN**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**



**GRANT NUMBER E180**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between the REPUBLIC OF SOUTH SUDAN (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 thirty-three million and nine hundred thousand Special Drawing Rights (SDR 33,900,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are The Payment Dates are December 15 and June 15 in each year.in each year.
- 2.05. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. 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 Article V of the General Conditions and Schedule 2 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely, that the Recipient no longer has an adequate refugee protection framework.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Association is satisfied that the Recipient has an adequate refugee protection framework;
  - (b) the grant agreement dated the same date as this Agreement, between the Recipient and the Association acting as an Implementing Agency of the Global Partnership for Education, providing a grant in support of the Project (“Grant Agreement”), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled;
  - (c) the Recipient shall have established the two Project Implementation Units (PIUs) within MoGEI and MoHEST, with a structure, functions and responsibilities acceptable to the Association, including, *inter alia*, to assist the Recipient in the day-to-day management of all Project activities, including technical supervision and coordination, overall Project planning, quality oversight, communication, reporting, procurement, financial management, environment and social risk management, and monitoring of Project activities;
  - (d) the Recipient has recruited within each PIU: (i) the PIU Project coordinator, (ii) PIU administrative and financial manager, (iii) PIU accountant, (iv) PIU procurement specialist, (v) PIU environmental specialist, (vi) PIU social specialist, and (vii) Gender Based Violence specialist all with terms of reference, integrity, and qualifications acceptable to the Association; and
  - (e) the Recipient has adopted and disclosed a Security Risk Assessment in form and substance acceptable to the Association.

- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES**

6.01. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is its Minister in charge of finance.

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

(a) the Recipient's address is:

Ministry of Finance and Planning  
P.O. Box 80, Juba  
Republic of South Sudan; and

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

**REPUBLIC OF SOUTH SUDAN**

**By**



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

**Name:** Dier Tong Ngor

**Title:** Minister

**Date:** 10-Jul-2023

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



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

**Name:** Ousmane Dione

**Title:** Country Director

**Date:** 03-Jul-2023

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to increase skills development opportunities in teaching and digital agriculture and strengthen capacity for management of the education system.

The Project consists of the following parts:

#### **Part 1: Teaching Skills to Strengthen Education Delivery**

Providing support to building a scalable and effective teacher professional development system through:

##### **1.1 Strengthen pre-service teacher training and in-service teacher professional development**

Providing support to the development and implementation of formal pre-service and continuous professional development programs for in-service teachers including volunteer teachers through:

- (a) providing capacity building and technical assistance to support: (i) improvements to and revision of teacher training modules, with a focus on strengthening the pedagogical approach; (ii) assessments to determine materials development requirements; (iii) continuous support models for in-service teachers; (iv) support for the preparation, piloting, scale-up, and adaptation of key training models; (v) design of scholarships for prospective and volunteer teachers; and (vi) development of scalable technology aided delivery models;
- (b) supporting the implementation at scale of the new teacher training teacher programs;
- (c) carrying out climate-smart and energy-efficient rehabilitation of the National Teacher Training Institutions (NTTIs) as further detailed in the Project Operations Manual (POM);
- (d) acquiring equipment, teaching learning materials, and carrying out the installation of energy saving teaching and learning equipment—including Information Communication Technology (ICT) infrastructure—necessary for quality training programs;
- (e) designing and implementing a two-year scholarship for female volunteer teachers; and

- (f) shorter in-service programs targeted to qualified teachers will also be financed, with a particular focus on improving language skills, pedagogic skills and content knowledge.

## **1.2 Teacher professional development for refugee and host community teachers**

- (a) providing capacity building, training and technical assistance to support teachers serving in refugee hosting areas;
- (b) designing and developing specific training modules targeted to the needs of refugee populations including language courses; and
- (c) developing, testing of specific training modules and interventions aimed at improving the mental health and socioemotional well-being of refugee and host community teachers and students.

## **1.3 Accelerated secondary education**

Providing support to accelerated modalities for secondary education through:

- (a) supporting the quality assurance, adaptation, piloting, and/or scale-up of the Accelerated Secondary Education Program for Teachers (ASEP) to allow additional volunteers and other practicing teachers to complete secondary education and qualify to be certified as formal teachers; and
- (b) providing Scholarships to support female teachers to access the ASEP.

## **1.4 Evaluation of teacher professional development program**

Carrying out rapid evaluations and implement iterations to fine-tune the design of teacher training programs.

## **Part 2: Digital Skills for Agriculture**

### **2.1 Establishment of a digital agriculture skills program**

Providing support to equip students with digital skills and technical knowledge in precision and climate resilient agriculture through:

- (a) designing and developing a diploma and certificate programs in digital skills for climate resilient agriculture; and
- (b) developing and/or adapting the curriculum for the above-mentioned diploma/certificate.

## **2.2 Operationalization of a digital agriculture skills program**

Providing support to develop and operationalize an innovative digital agriculture skills program combining remote training with face-to-face support for students *including inter alia* students from disadvantaged backgrounds, and from refugee and host communities including:

- (a) carrying out training workshops and capacity building within approximately 10 public universities and polytechnics to post-secondary graduates including refugee students;
- (b) carrying out selected rehabilitation of selected institutions/polytechnics delivering training workshops to adopt climate safe techniques;
- (c) providing support to female students enrolled in the training program including *inter alia* Stipend as further detailed in the POM;
- (d) recruiting and providing technical assistance and training to local trainers and
- (e) providing capacity building and technical assistance to MoHEST to design training curriculum.

## **Part 3: Inclusion of Refugee and Host Communities**

Providing quality education to refugees and host communities student and support to operationalize the schools in refugee hosting areas in Ruweng Administrative Area, Central Equatoria, Western Equatoria and Upper Nile through:

### **3.1 Rehabilitation and equipment of school facilities**

- (a) carrying out rehabilitation of existing school facilities in Selected Areas in refugee-hosting communities to make them more adaptable to climate change including *inter alia* the construction of proportional allocation of gender-separated washrooms and water delivery points; and
- (b) acquiring equipment and furniture for Selected Schools.

### **3.2 School grants for operating expenditures**

Providing School Grants to Selected Schools in refugee hosting areas in order to offer quality education to refugee and host community students.



### **3.3 Strengthening school management**

- (a) providing technical assistance to strengthen school management through State and County education departments; and
- (b) carrying out a community partnership model for the management of schools in the selected refugee hosting areas.

### **3.4 Recruitment of qualified teachers**

- (a) providing support to recruit qualified teachers in the Ruweng Administrative Area, Central Equatoria, Western Equatoria and Upper Nile through a transparent, merit-based selection process as further detailed in the POM; and
- (b) provision of support for newly recruited teachers through *inter alia* financing of salaries for Eligible Teachers.

## **Part 4: System Building**

Providing support to operationalize and strengthen fundamental elements of a functional education system through:

### **4.1 Strengthening system governance and accountability**

- (a) providing technical assistance to conduct an institutional capacity assessment at the national (MoGEI and MoHEST) and sub-national levels (basic education ministries of all states and selected counties);
- (b) carrying out capacity building and training and knowledge sharing to MoGEI and MoHEST in areas such as fiduciary management, strategic planning, communication, teacher management, teacher professional development, school inspection, vulnerability management, and diversity and inclusion;
- (c) reviewing roles and responsibilities, and optimizing work processes to enhance the management of education service delivery, mainly the functions related to teachers' management and professional development;
- (d) developing a performance and reporting system, Monitoring and Evaluation (M&E) system, and strengthening and decentralizing the existing data management systems MoGEI and MoHEST; and
- (e) acquiring equipment and carrying out the rehabilitation of the physical and IT infrastructure of MoGEI and MoHEST to improve functionality.

#### **4.2 Strengthening data for education system management**

Enhancing the educational data system of MoGEI and MoHEST to deliver reliable data in line with international standards through:

- (a) providing technical assistance to diagnose the existing system regarding data collection processes, standards and templates, personnel, and IT infrastructure;
- (b) developing improved templates and standards;
- (c) developing and carrying out data collection processes, such as phone-based data collection to enable the various education stakeholders, including the community and parents, to collect and submit real-time data;
- (d) developing web-based Education Management Information System (EMIS) system; and
- (e) carrying out training and communication strategy targeting all stakeholders, including communities and parents.

#### **4.3 Project management**

Providing support for: (a) project management including technical planning, financial management, procurement, environmental and social risk management, and communications; (b) project monitoring and beneficiary feedback/grievance redress mechanism which will be accessible to refugees, internally displaced persons and host communities and complement existing grievance redress mechanisms in refugee areas; (c) impact evaluation; (d) capacity building to MoHEST and MoGEI on climate change adaptation and mitigation.

#### **Part 5: Contingency Emergency Response Component**

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

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Recipient shall carry out Part 1, 3 and 4 of the Project through the MoGEI and Part 2 and 4 of the Project through the MoHEST.

2. **PSC**

By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain during the implementation of the Project a Project Steering Committee (PSC), with the composition, functions, staffing and resources satisfactory to the Association, and responsible for providing oversight and policy guidance to the Project. The PSC shall be co-chaired by the Under Secretaries of MoGEI and MoHEST and comprised of representative of State Education Administration Bodies, Commission of Refugee Affairs (CRA), ministry in charge of Finance, UNHCR and the National Education Coalition (NEC).

3. **MoGEI PIU**

- (a) The Recipient shall establish and thereafter maintain at all times during the implementation of the Project, a MoGEI Project Implementation Unit (“MoGEI PIU”), with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for the day to day implementation of Part 1, 3, and 4 of the Project, including *inter alia*, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, and reporting.
- (b) Without limiting the foregoing, the MoGEI PIU shall include, *inter alia*, a (i) Project coordinator, (ii) financial management specialist, (iii) accountant, (iv) procurement specialist, (v) environmental specialist, (vi) social specialist, and (vii) gender-based violence specialist; all such staff to be appointed with qualifications, experience, integrity and terms of reference acceptable to the Association.

4. **MoHEST PIU**

- (a) The Recipient shall establish and thereafter maintain at all times during the implementation of the Project, a MoHEST Project Implementation Unit (“MoHEST PIU”), with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the

Association, to be responsible for the day to day implementation of Part 2 and 4 of the Project, including *inter alia*, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, and reporting.

- (b) Without limiting the foregoing, the MoHEST PIU shall include, *inter alia*, a (i) Project coordinator; (ii) financial management specialist; (iii) accountant; (iv) procurement specialist; (v) environmental specialist; (vi) social specialist; and (vii) gender-based violence specialist; all such staff to be appointed with qualifications, experience, integrity and terms of reference acceptable to the Association.

## **B. Project Operations Manual**

### 1. The Recipient shall:

- (a) by no later than one (1) month after the Effective Date prepare and adopt in accordance with terms of reference acceptable to the Association, a manual, which contains Project arrangements and procedures for: (i) institutional coordination and day-to-day implementation of the Project; (ii) monitoring, evaluation, reporting and communication; (iii) the performance indicators; (iv) the reporting requirements on Project progress implementation including the timeline for reporting on any significant incident/accident in accordance with the ESCP; (v) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (vi) criteria, procedures and for female Stipend under Part 2.2(c) selection; (vii) eligibility criteria for the selection of Eligible Teachers under Part 3.4 of the Project; (viii) verification protocols and procedures for payment of Salaries of Eligible Teachers; administration, procurement, financial management and accounting; (ix) the list of Excluded Activities; and (x) rules and procedures for processing and collection of Personal Data in accordance with national law on Personal Data Protection if it is deemed adequate and good international practice;
- (b) the Recipient shall: (i) carry out the Project in accordance with the POM that has been approved by the Association and adopted by the Recipient; and (ii) not amend, abrogate, or waive said POM or any part thereof without the prior written approval of the Association.

### 2. In the event of any inconsistency between this Agreement and the POM, the provisions of this Agreement shall prevail.

**C. School Grants**

1. The Recipient, through MoGEI, shall prepare and adopt a School Grants Manual detailing the guidelines and procedures for the provision of School Grants.
2. No proposed School Grants shall be eligible for financing unless the Recipient shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the School Grant Manual, that:
  - (a) the Selected School Beneficiary has been pre-selected on the basis of a targeting system consisting of: (i) a geographic targeting; (ii) technical feasibility;
  - (b) the proposed Selected school is a legal entity established and operating under the laws of the Recipient with the organization, management, technical capacity and financial resources necessary to carry out Project's activities; and
  - (c) the maximum amount of School Grants to be provided to each Selected School shall not exceed the equivalent of 25,000 US Dollars per Selected School.
3. For purposes of the implementation of Part 3(b) of the Project, the Recipient, shall make each School Grant under a School Grant Agreement with the respective Selected Schools on terms and conditions approved by the Association, which shall include the following:
  - (a) The School Grant shall be made on a non-reimbursable grant basis.
  - (b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:
    - (i) suspend or terminate the right of the Selected School to use the proceeds of the School Grant, or obtain a refund of all or any part of the amount of the School Grant then withdrawn, upon the Selected School's failure to perform any of its obligations under the School Grant Agreement; and
    - (ii) require each Selected School to:
      - (A) carry out its activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including the

Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

- (B) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of School Grant and the achievement of its objectives;
  - (C) enable the Recipient and the Association to inspect the School's activities, its operation and any relevant records and documents; and
  - (D) 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.
4. The Recipient shall exercise its rights and carry out its obligations under each School Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
5. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any School Grant Agreement or any of its provisions.

**D. Scholarships**

1. Scholarship Manual

- (a) The Recipient, through MoGEI, shall prepare and adopt detailed guidelines and procedures for the provision of Scholarships under Part 1.1 (d), and Part 1.3(b) of the Project, including with respect to:
  - (i) eligibility and selection criteria for Scholarship Beneficiaries and the Eligible Institutions and Eligible Programs for which Scholarships may be provided;
  - (ii) the amount of Scholarships and the costs and expenses that may be financed under such Scholarships;
  - (iii) the funds transfer arrangements for the Scholarships;
  - (iv) the key terms and conditions and a template for Scholarship Agreements; and
  - (v) such other administration, implementation, and fiduciary procedures as shall be required for the provision of Scholarships,

all in form and substance acceptable to the Association (the “Scholarship Manual”).

- (b) The Recipient shall carry out Part 1.1(d), Part 1.3(b) and Part 2.1(d) of the Project in accordance with the Scholarship Manual and the provisions of this Section I.E.
- (c) The Recipient shall ensure that the Scholarship Manual is not amended, suspended, repealed or abrogated without the prior written approval of the Association.
- (d) In the event of any conflict between the provisions of the Scholarship Manual and, this Agreement, the provisions of this Agreement shall prevail.

2. Provision of Scholarships

- (a) The Recipient, through MoGEI and MoHEST, shall provide Scholarships to Scholarship Beneficiaries through Eligible Institutions to finance the costs associated with enrollment in Eligible Programs in accordance with eligibility criteria and procedures set forth in the Scholarships Manual and acceptable to the Association.
- (b) The Recipient, through MoGEI and MoHEST, shall provide Scholarships to Scholarship Beneficiaries through an Eligible Institution under a Scholarship Agreement with the respective Eligible Institution on terms and conditions approved by the Association, which shall include the following:
  - (i) Scholarships shall be made on a grant basis;
  - (ii) Scholarships may only be provided in support of Scholarship Beneficiaries and for eligible programs that satisfy the eligibility criteria set forth in the Scholarship Manual;
  - (iii) the Recipient, through MoGEI and MoHEST, shall obtain rights adequate to protect its interests and those of the Association, including the right to:
    - (A) suspend or terminate the right of the Eligible Institution or the Scholarship Beneficiary to use the proceeds of the Scholarships, or obtain a refund of all or any part of the amount of the Scholarships then withdrawn, upon the Eligible Institution’s or the Scholarship Beneficiary’s

failure to perform any of its obligations under the Scholarship Agreement; and

- (B) require each Eligible Institution to: (1) carry out its obligations under the Scholarship Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, and managerial, and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (2) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the administration of Scholarships provided through the said Eligible Institution; (3) enable the Recipient and the Association to inspect any relevant records and documents related to the Scholarships provided through the said Eligible Institution; and (4) 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.

- (b) The Recipient, through MoGEI and MoHEST, shall exercise its rights under each Scholarship Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Scholarship Agreement or any of its provisions.

**E. Third-Party Monitoring (TPM)**

The Recipient shall:

- (a) Appoint a third-party party verification entity to be responsible for verifying the data and reports for the implementation of the Project, including *inter alia* data for the implementation of the Scholarships, School Grant, and recruitment and payment of salaries of teachers under Part 3.4 of the Project, submitted by the MoGEI and MoHEST as set forth in the POM, School Grants Manual, and Scholarship Manual.
- (b) (i) Ensure that the selected entity as agreed between the Recipient and the Association, carries out verification and process(es) in accordance with the POM, School Grant Manual, and Scholarship Manual; and (ii) submit to the Association the corresponding verification reports in a timely manner and in form and substance satisfactory to the Association.



- (c) The Recipient shall take all necessary actions to enable the TPM Consultant/entity to perform its activities in accordance with the applicable terms of reference, including but not limited to allowing and facilitating the TPM Consultant to visit and monitor the Project Area, collect relevant data and communicate with Project stakeholders and beneficiaries.
- (d) The Recipient shall: (a) review and discuss with the Association, monitoring reports prepared by the TPM Consultant/entity; and (b) promptly take any actions, as may be requested by the Association upon its review of said reports.
- (e) The Recipient: (a) shall and shall cause respective local authorities, to fully collaborate with the TPM Consultant/entities (b) shall review biannual reports of the TPM Consultant/entity on grievances received, redress mechanism and any feedback provided; and (c) shall promptly implement or cause relevant local authorities to implement the recommendations provided in said reports.

**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 Association.
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 Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. 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 Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, 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 Association.
6. The Recipient shall ensure that all bidding documents and contracts for civil works 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 such civil works commissioned or carried out pursuant to said contracts.

**G. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
  - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for

- coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
3. The Recipient shall ensure that:
- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

#### **H. Use of Military and Security Actors**

1. Without limitations to the provisions of Section I.F of this Schedule and if during Project implementation, the Recipient decides to use its military or security forces, the Recipient shall: (a) prior to any involvement of its military and/or security forces in the carrying out of Project activities, send a written notice to the Association (in accordance with Section 11.01(b) of the General Conditions) communicating such decision, including the name of the military or security unit; and (b) all activities carried out by said military or security unit under the Project shall be under the control of MoGEI and MoHEST and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Operating Costs, and Training financed by the Financing proceeds may be used by said military or security unit under the direction and control of MoGEI and MoHEST and strictly in accordance with the Project Implementation Manual and other arrangements or protocols that the Association may require for carrying out these activities.
2. Except as the Association may otherwise agree, the Recipient shall ensure that the ownership of any assets generated, goods procured, and works constructed by the military or security unit referred to in paragraph 1 of this Section out of the Financing proceeds shall be transferred to, or shall vest, with MoGEI and MoHEST or any equivalent or appropriate line ministry or agency agreed with the Association.

#### **H. Grievance Redress Mechanism**

The Recipient shall no later than two (2) months from the Effective Date establish and thereafter maintain at all times during the implementation of the Project, a grievance redress mechanism, under terms and structure satisfactory to the Association.

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

The Recipient, through MoGEI and MoHEST, shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester the Recipient shall ensure that such report does not include Personal Data.

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

##### **A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible

Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
<p>(1) Goods, works, non-consulting services, Operating Cost for the Project except Part 3.2, Part 1.1 (d), Part 1.3 (b) and Part 2.1 (d)</p> <p>(a) MoHEST</p> <p>(b) MoGEI</p>	<p>3,000,000</p> <p>12,000,000</p>	<p>100% (MoHEST)</p> <p>100% (MoGEI once Category 1 of the GPE funds (TFOC1764) is fully disbursed)</p>
<p>(2) Consulting services for the Project except Part 3.2, Part 1.1(d), Part 1.3(b) and Part 2.1(d)</p> <p>(a) MoHEST</p> <p>(b) MoGEI</p>	<p>4,500,000</p> <p>11,700,000</p>	<p>100% (MoHEST)</p> <p>100% (MoGEI once category 2 of the GPE funds (TFOC1764) are fully disbursed)</p>
<p>(3) School Grants under Part 3.2 of the Project</p> <p>MoGEI</p>	<p>400,000</p>	<p>100% (MoGEI once category 4 of the GPE funds (TFOC1764) are fully disbursed)</p>

(4) Scholarships under Part 1.1(d), and Part 1.3(b) of the Project MoGEI	800,000	100% (once category 3 of the GPE funds (TFOC1764) are fully disbursed)
(5) Stipends under Part 2.1(d) of the Project MoHEST	1,500,000	100%
(6) Emergency Expenditures under Part 5 of the Project	0	
<b>TOTAL AMOUNT</b>	33,900,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date, or
  - (b) under Category (1), unless and until the Recipient has adopted and published the ESMF, LMP in form and substance acceptable to the Association;
  - (c) for Eligible Expenditures under Category (3), unless and until (i) the School Grant Manual has been adopted by the Recipient in form and substance acceptable to the Association, and (ii) the Recipient has recruited and appointed a third-party party verification entity with terms of reference and qualifications acceptable to the Association;
  - (d) for Eligible Expenditures under Category (4), unless and until (i) the Scholarship Manual has been adopted by the Recipient in form and substance acceptable to the Association and (ii) the Recipient has recruited and appointed a third-party verification entity with terms of reference and qualifications acceptable to the Association.
  - (e) for Emergency Expenditures under Category (6), unless and until all of the following conditions have been met in respect of said expenditures:

- (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (6); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is June 30, 2028.

## **APPENDIX**

### **Definitions**

1. “Accelerated Secondary Education Program for Teachers” or “ASEP” means the Recipient’s program adopted by Ministry of General Education and Instruction dated February 2019.
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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I.G of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
6. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
7. “Eligible Institutions” means a public or private education institution legally established within the Recipient’s territory selected pursuant to the eligibility criteria set forth in the Scholarships Manual to provide Scholarship to Scholarship Beneficiary.
8. “Eligible Teachers” means Recipient’s newly recruited civil servant teachers who meet the eligibility criteria set forth in the Project Operational Manual.
9. “Emergency Action Plan” means the plan referred to in Section G, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
10. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.G of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.



11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 30, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
14. “MoGEI” means the Recipient’s ministry in charge of general education and instruction, or a successor thereto.
15. “MoGEI PIU” means the Recipient’s implementation unit to be established within the MoGEI pursuant to Section I.A of Schedule 2 to this Agreement.
16. “MoHEST” means the Recipient’s ministry in charge of higher education, science, and technology, or a successor thereto.
17. “MoHEST PIU” means the Recipient’s implementation unit to be established within the MoHEST pursuant to Section I.A of Schedule 2 to this Agreement.
18. “National Teacher Training Institutions” or “NTTIs” means the Recipient’s national teacher training institutions established in accordance with the Recipient’s General Education Act dated February 27, 2012.

19. “Operating Costs” means the reasonable incremental operating costs, based on Annual Work Plans and Budgets, incurred by the Recipient on account of Project implementation including: office equipment and supplies, maintenance of equipment, insurance costs, office administration costs, rental, consumables, accommodation, vehicle operation and maintenance costs, utilities, communication charges, per diems, travel allowances, and salaries of the Recipient’s locally contracted staff, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Recipient’s civil service.
20. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
21. “Project Operation Manual” or “POM” means the Project implementation manual referred to in Section I.B of Schedule 2 of this Agreement, as such manual may be amended by the Recipient from time to time with the prior written agreement of the Association.
22. “Project Steering Committee” or “PSC” means the Recipient’s steering committee to be established pursuant to Section I.A.2 of Schedule 2 to this Agreement.
23. “Salaries” means the salaries of Eligible Teachers as set forth in the POM.
24. “Security Risk Assessment” means the security risk assessment to be prepared by the Recipient for purposes of the Project and acceptable to the Association, as said plan assessment be revised from time to time with the prior written agreement of the Association.
25. “Selected School” means the schools established under the Recipient’s laws and regulation and selected pursuant to the eligibility criteria and governing procedures as set out in the School Grants Manual and referred to in Section I.C of Schedule 2 to this Agreement; and the term “Selected Schools” means the plural thereof.
26. “School Grant” mean a grant made or to be made by the Recipient to a Selected School in refugee hosting areas under Part 3.2 of the Project and pursuant to the eligibility criteria and governing procedures as set out in the School Grants Manual and referred to in Section I.C of Schedule 2 to this Agreement; and the term “School Grants” means the plural thereof.
27. “School Grants Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement, as such manual may be amended by the Recipient from time to time with the prior written agreement of the Association.

28. “Scholarship” means a scholarship provided under Part 1 and 3 through the MoGEI of the Project, made by the Recipient with the proceeds of the Financing to a Scholarship Beneficiary, in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
29. “Scholarship Agreement” means an agreement between the Recipient, through MoGEI, and an Eligible Institution, pursuant to which Scholarships may be provided by the Recipient through said Eligible Institution, on terms and conditions acceptable to the Association.
30. “Scholarship Beneficiary” means a student that satisfies the eligibility criteria for Scholarship Beneficiaries set forth in the Scholarships Manual, and to which a Scholarship has been (or is proposed to be) provided.
31. “Scholarship Manual” means the manual referred to in Section I.D of Schedule 2 to this Agreement, as such manual may be amended by the Recipient from time to time with the prior written agreement of the Association.
32. “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.
33. “Stipend” means the monetary remuneration paid by the Recipient to an Eligible women teacher under Part 2.2 of the Project. “Stipends” means collectively all such monetary remunerations.
34. “Training” means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.