**GPE GRANT NUMBER TF0C5368** 

# Global Partnership for Education Grant Agreement

(Uzbekistan Education System Capacity Building Project)

between

REPUBLIC OF UZBEKISTAN

and

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

as Grant Agent of the Global Partnership for Education Fund

## GLOBAL PARTNERSHIP FOR EDUCATION GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF UZBEKISTAN ("Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVLOPMENT ("Bank"), acting as Grant Agent of the Global Partnership for Education Fund ("GPE"). 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 objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient, through Ministry of Preschool and School Education ("MoPSE") shall carry out the Project 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 two million two hundred thousand United States Dollars (\$2,200,000) ("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 to the Bank that the conditions specified below have been satisfied:
  - (a) MoPSE has appointed a coordinator, a monitoring and evaluation specialist, a disbursement specialist and an environmental and social specialist for the Project, with experience and qualifications and on terms of reference satisfactory to the Bank; and
  - (b) 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. By signing this Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make the Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Agreement is legally binding upon the Recipient 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 ninety (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. 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:

Ministry of Economy and Finance 29, Istiklol St. Tashkent, Republic of Uzbekistan; and

(b) the Recipient's Electronic Address is:

Facsimile:

(998-71) 233-7073 (998-71) 239-1259

- 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:

248423 (MCI) or 1-202-477-6391

64145 (MCI)

AGREED as of the Signature Date.

# REPUBLIC OF UZBEKISTAN

Ву			
		Djamshid kuchkaron	
	Authorized Representative		
	Name: _	Djamshid Kuchkarov	
	Title: _	MINISTER OF ECONOMY AND FINANCE	
	Date:	20-Aug-2024	
INTERNATIONA RECONSTRUCT acting as Grant Ag Education Fund By	ION AND DEV	VELOPMENT Partnership for  Tatiana Proskwyakova	
	<b>Authorized Representative</b>		
	Name: _	Tatiana Proskuryakova	
		Country Director for Central Asia	
	Date:	04-Jul-2024	

# SCHEDULE 1 Project Description

The objective of the Project is to strengthen the capacity of the Ministry of Preschool and School Education in informed planning, budgeting and sector coordination.

The Project consists of the following parts:

### Part 1. Enhance the capacity, effectiveness and fairness of domestic financing

Enhancing the capacity of MoPSE in education financing through:

- (i) a comprehensive assessment of the MoPSE's current budgeting and management of investment in the education sector and, based on the outcome, developing a new mechanism for such budgeting and management, aimed at enhancing transparency, accountability, and efficiency in the allocation and management of public funds; and
- (ii) establishing monitoring and evaluation mechanisms to track progress and measure outcomes of education sector investments.

#### Part 2. Mobililize coordinated actions and financing to enable transformative change

Technical assistance to MoPSE for (i) implementing the National Partnership Compact; and (ii) developing a new education budget and planning policies, joint initiatives and products to improve quality of education, in coordination of the other development partners.

#### Part 3. Strengthening the capacity of EMIS to drive evidence-based decision-making

Strengthening the capacity of EMIS and the MoPSE in managing such system and using it for policymaking, to enhance accountability, efficiency, and foster quality improvements in the education sector, as well as implementation of a certification program for MoPSE staff and other professionals using the EMIS.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Institutional and Other Arrangements

#### A. Institutional Arrangements.

1. The Recipient, through MoPSE, shall maintain throughout Project implementation, a dedicated team to be responsible for performing key management functions for the Project, including coordination, fiduciary, monitoring and evaluation, procurement, social and environmental standards management and reporting functions, with mandates, functions, responsibilities, structures, resources and staff, all as further described in the POM and acceptable to the Bank.

## **B.** Project Operations Manual.

- 1. The Recipient, through MoPSE, shall, no later than sixty (60) days after the Effective Date, prepare and adopt an operations manual for the Project ("Project Operations Manual" or "POM"), in form and substance satisfactory to the Bank, which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (a) administration and coordination arrangements; (b) performance indicators of the Project; (c) monitoring and evaluation methods; (d) financial management guidelines and procedures; (e) anti-corruption and fraud measures; (f) implementation modalities for each Part of the Project; (g) procurement procedures for the Project and (h) roles and responsibilities of various agencies and stakeholders in the implementation of the Project.
- 2. The Recipient, through MoPSE, shall carry out the Project in accordance with the Project Operations Manual. Except as the Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive any provision of the Project Operations Manual.
- 3. In the event of any conflict between the provisions of the Project Operations Manual and this Agreement, the provisions of this Agreement shall prevail.

#### C. Annual Work Plan

1. The Recipient, through MoPSE, shall prepare and thereafter furnish to the Bank not later than November 15 in each calendar year, for the Bank's consideration, a draft work plan of activities proposed for inclusion in the Project for the following calendar year, containing: (a) a detailed timetable for the sequencing and implementation of proposed Project activities; (b) the types of expenditures required for such activities and a proposed financing plan (including the necessary

funds and resources to be provided by the Recipient for such expenditures); (c) any training activities that may be required under the Project; and (d) the reference to implementation of said activities in accordance with the provisions of Section I.D of this Schedule 2.

2. The Recipient shall afford the Bank a reasonable opportunity to review each such proposed plan and budget, and thereafter shall ensure that the Project is implemented with due diligence and efficiency in accordance with such work plan as shall have been approved by the Bank ("Annual Work Plan").

#### D. Environmental and Social Standards.

- 1. The Recipient, through MoPSE, 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, through MoPSE 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, through MoPSE 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 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, through MoPSE 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, through MoPSE, 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.

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

#### A. Project Reports

The Recipient, through MoPSE, shall ensure that each Project Report is furnished to the Bank not later than one (1) month after the end of each calendar quarter, covering the calendar quarter.

## Section III. Withdrawal of Grant Proceeds

#### 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:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes except for VAT and custom duties)
(1) Consulting services, Training and Operating Costs under the Project	2,200,000	100%
TOTAL AMOUNT	2,200,000	

# B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is December 31, 2026.

#### **APPENDIX**

#### **Section I. Definitions**

- 1. "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.
- 2. "Annual Work Plan" means the annual work plan and budget prepared by the Recipient and approved by the Bank in accordance with Section I.C of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the prior written agreement of the Bank.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "EMIS" means the education management information system of MoPSE.
- 5. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated May, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 6. "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.

- 7. "Ministry of Preschool and School Education" and "MoPSE" each means the Recipient's ministry of the same name, or any legal successor or successors thereto acceptable to the Bank.
- 8. "National Partnership Compact for Education Reform" means the reform agenda of March 2023 developed by MoPSE in cooperation with development partners listed therein, setting out the agenda and strategies for prioritization and operationalization of education reform interventions in the Republic of Uzbekistan during the period of 2023-2026, with the overall purpose of improving the quality of education and ensuring equitable access to quality education.
- 9. "Operating Costs" means the reasonable incremental costs incurred by the MoPSE on account of Project implementation, for travel, lodging and per diem, rent of premises and utilities, office supplies, communication and information, office equipment and furniture, bank charges, printing and publications (electronic and/or paper), translation and interpretation, consumables, and salaries including the relevant social charges, but excluding salaries for civil servants, and other expenditures to be agreed upon between the MoPSE and the Bank.
- 10. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 11. "Project Operations Manual" and "POM" each means the manual prepared by the Recipient, through MoPSE, for Project implementation, as such manual may be amended from time to time with the prior written approval of the Bank.
- 12. "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.
- 13. "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.
- 14. "Training" means expenses incurred for Project-related studies, training courses, seminars, workshops, and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers and trainers' fees, and other training related miscellaneous costs, all based on an annual budget agreed with the Bank.