
GRANT NUMBER TF0C1702-SN

**Early Learning Partnership
Multi-Donor Trust Fund
Grant Agreement**

(Senegal Higher Education Project)

between

REPUBLIC OF SENEGAL

and

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**

acting as administrator of the
Early Learning Partnership Multi-Donor Trust Fund

GRANT NUMBER TF0C1702-SN

**EARLY LEARNING PARTNERSHIP
MULTI-DONOR TRUST FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of Early Learning Partnership Multi-Donor Trust Fund.

WHEREAS the Recipient and the International Development Association (“Association”) intend to enter into a financing agreement (“Financing Agreement”) for the purpose of providing a credit in the amount equivalent to one hundred and fifty million United States Dollars (\$ 150,000,000) to assist in financing a Senegal Higher Education project, on terms and condition set forth in the Financing Agreement.

WHEREAS the Recipient has requested the Bank, acting as administrator of the Early Learning Partnership Multi-Donor Trust Fund (Trust Fund No. 073345) for assistance in financing the above-mentioned project.

NOW, THEREFORE, 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, in the Financing Agreement, or in the Appendix 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 shall carry out the Project in accordance with 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 one million nine hundred thousand United States Dollars (\$ 1,900,000) (“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 the Recipient confirms, and the Bank is satisfied, that the following condition is met, namely, the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 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 such 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 Grant 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. This Agreement and all obligations of the parties under this Agreement shall terminate if this Agreement has not entered into effect by the date ninety (90) days after the Signature Date (“Effectiveness Deadline”), unless the Bank, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purpose of this Section. The Bank shall promptly notify the Recipient of such Effectiveness Deadline.

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 responsible for finance.

- 5.02. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient’s address is:

Ministère des Finances et du Budget
Rue René Ndiaye x Avenue Carde
BP 4017
Dakar
Senegal; and

- (b) the Recipient’s Electronic Address is:

Telecopy: E-mail:
+ 221-33822-4195 sfall@minfinances.sn

- 6.03. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Bank’s address is:

International Development Association
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) or 64145 (MCI)	1-202-477-6391	worldbank-senegal@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF SENEGAL

By

Mamadou Moustapha Ba

Authorized Representative

Name: Mamadou Moustapha Ba _____

Title: Minister of Finance and Budget _____

Date: 06-Oct-2023 _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Early Learning Partnership
Multi-Donor Trust Fund**

AR

By

Keiko Miwa

Authorized Representative

Name: Keiko Miwa _____

Title: Country Director _____

Date: 23-Aug-2023 _____

SCHEDULE 1
Project Description

The objectives of the Project are to increase equitable access to market-relevant short-term vocational tertiary education and strengthen governance and research in higher education.

The Project consists of Part 1.1 (c) and Part 3.2 of the project described in Schedule 1 of the Financing Agreement.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

1. Without limitation upon the provisions of Section 2.01 of Article II to this Agreement, and except as the Recipient and the Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 of the Financing Agreement (except for Sections I.D (Performance-Based Contracts), I.E (Competitive Fund Grants), and I.F (Subsidiary Agreement)), which are incorporated by reference into this Agreement, with the following modification (unless the context otherwise requires):
 - (a) the term “Association” and “Financing”, whenever used in those sections, shall be construed for purposes of this Agreement as referring respectively to the “Bank” (as defined herein above in the opening paragraph of this Agreement) and the “Grant” (as defined in Section 3.01 of Article III of this Agreement).

2. If any part of the Financing provided under the Financing Agreement shall remain undisbursed and/or outstanding, and unless the Recipient has been notified otherwise by the Bank:
 - (a) all actions taken, including approvals given, by the Association pursuant to: (i) any sections of, and/or schedules to, the Financing Agreement; and/or (ii) the General Conditions, shall be deemed to be taken or given in the name, and on behalf of, the Association and the Bank; and
 - (b) all information or documentation furnished by the Recipient to the Association pursuant to the provisions of any sections of the Financing Agreement or the General Conditions, and/or any appendices, schedules, or supplemental letters thereto, shall be deemed to be furnished to both, the Association and the Bank.

3. If the Financing Agreement terminates prior to the termination of this Agreement, the provisions of the Financing Agreement referred to in this Agreement shall continue in full force and effect between the Recipient and the Bank.

Section II. 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)
(1) Goods, works, non-consulting services, consulting services, Training, and Incremental Operating Costs for Part 1.1(c) and Part 3.2 of the Project	1,900,000	Up to 100% of amounts disbursed based on the Annual work plan approved by the Association
TOTAL AMOUNT	1,900,000	

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 June 30, 2027.

APPENDIX

Definitions

1. “Category” means a category set forth in the table in Section II.A of Schedule 2 to this Agreement.
2. “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.
3. “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.