# **GRANT NUMBER E3820-GM**

# **Financing Agreement**

(Public Administration Modernization for Citizen Centric Service Delivery Program-for-Results Operation)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **GRANT NUMBER E3820-GM**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE GAMBIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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-five million two hundred thousand Special Drawing Rights (SDR 35,200,000) ("Financing"), to assist in financing the program described in Part 1 of Schedule 1 to this Agreement ("Program") and the project described in Part 2 of Schedule 1 to this Agreement ("Project", and together with the Program, hereinafter jointly referred to as the "Operation").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 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 February 15 and August 15 in each year.
- 2.05. The Payment Currency is Dollar.

#### ARTICLE III — OPERATION

3.01. The Recipient declares its commitment to the objective of the Operation. To this end, the Recipient shall: (i) carry out the Program, and cause the National Audit Office (NAO) to carry out its respective part of the Program; and (ii) carry out the Project through the Ministry of Finance and Economic Affairs (MoFEA) 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, any legislation, license or other legal or regulatory instrument related to the implementation of the Operation or the relevant ministries, departments, and agencies (MDAs) or the NAO has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the achievement of the objectives of the Operation, or the ability of the Recipient, the MDAs or the NAO to implement the Operation.

#### ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Recipient has prepared and adopted the Operations Manual in a manner acceptable to the Association; and
  - (b) the Recipient has, through MoFEA, established a Central Project Coordination Unit (CPCU) and recruited to the CPCU: (i) an environmental specialist; and (ii) a social safeguard specialist.
- 5.02. The Effectiveness Deadline is the date ninety (90) 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. The Recipient's Representative is Recipient's Minister of Finance and Economic Affairs.
- 6.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

The Ministry of Finance and Economic Affairs The Quadrangle Banjul Republic of The Gambia

(b) the Recipient's Electronic Address is:

Facsimile: E- Mail

+2204227954 seedykaddy@yahoo.com

- 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 THE GAMBIA

Ву		Seedy k.M. keita
		Authorized Representative
	Name:	Seedy K.M. Keita
	Title:	Minister
	Date:	04-Dec-2024

# INTERNATIONAL DEVELOPMENT ASSOCIATION

By		
v		Keiko Miwa
		Authorized Representative
	Name:	Keiko Miwa
	Title:	Country Director
	Date:	04-Dec-2024

#### **SCHEDULE 1**

## **Operation Description**

The objective of the Operation is to enhance domestic resource mobilization and financial reporting, human resource management, and citizen engagement in education.

The Operation consists of the Program and the Project as follows:

#### Part 1. The Program

The Program supports a subset of fiscal policy measures, administrative actions, and results under the Recipient's Recovery Focused National Development Plan (RF-NDP) program and consists of the following activities:

#### (a) Enhancing Domestic Resource Mobilization and Financial Reporting

- (i) Enhancing Tax Administration and Policy
  - (A) Supporting GRA in improving tax administration practices through the deployment of an Integrated Tax Administration System (ITAS), and related user training, change management and communication activities.
  - (B) Supporting the Revenue and Tax Policy Directorate (RTPD) to strengthen tax policy capacity through the annual production and publication of a tax expenditure report, the establishment of a framework to: (1) guide the granting of tax exemptions and the streamlining of existing exemptions and incentives, (2) strengthen governance around exemptions, and (3) regulate new tax expenditures and exemptions, and the augmenting of mechanisms and tools to analyze and report on tax policies and of revenue forecasting capacity.
- (ii) Enhancing Reporting and Auditing of Government Financial Systems

Enhancing the capacity of and coordination between IAD, NAO, AGD, ACD, and the National Assembly to produce and publish annual audited financial statements and annual audit reports, including supporting the preparation of a uniform set of rules and principles to address inefficiencies and weaknesses in the preparation of financial statements, and incentivizing NAO to carry out climate audits.

## (b) Enhancing Human Resource Management

(i) Enhancing Wage Bill Control through Higher Quality Verifiable Data and Information System Optimization

Building information systems and high-quality verifiable data to improve the quality of information used in human resource management (HRM), including establishing a unified civil service database on civil servants and pensioners, deploying a digitized, centralized, and integrated HRM information system (HRMIS), and developing an HRM strategy.

(ii) Improving HRM and Establishment Control Practices

Streamlining HRM business processes and improving establishment management practices, with special attention to education and health service delivery sectors, including publishing comprehensive establishment lists for civil servants and developing job descriptions for budgeted positions.

# (c) Enhancing Citizen Engagement in Education

(i) Improved Coverage, Quality, and Availability of Public Data on Service Delivery Information in the Education Sector

Improving, publishing, and disseminating high-value open datasets relevant to education sector performance.

(ii) Improving Mechanisms for Two-way Citizen Engagement

Re-designing and enhancing the school report card mechanism for public Lower Basic Schools, including supporting MoBSE in: (A) developing tools for collecting citizen feedback, (B) re-designing and implementing revised Facility Barometer Reports (FBRs), and (C) supporting the dissemination of FBRs to government decision-makers and key constituencies.

#### Part 2. The Project

The Project consists of the following activities to support implementation of the Program and overall capacity building:

(a) Technical Assistance to Enhance Tax Administration and Policy through, inter alia: Support to (i) GRA to (A) provide Training and capacity building for taxpayer outreach to ensure usage and maintenance of the ITAS, and (B) develop a dispute resolution process and disseminate public information about the process; and (ii) RTPD to (A) support the establishment of a framework for granting tax

exemptions and streamlining existing tax exemptions and incentives, (B) build tax policy mechanisms, methodologies and tools and build capacity to analyze and report on tax policies, analyses, and revenue projections, and (C) support the development of business processes and systems for use in tax policy making and revision of tax legislation.

- (b) Technical Assistance to Enhance Reporting and Auditing of Financial Statements through, inter alia: Support to (i) IAD to (A) develop tools and techniques for risk-based auditing and computer assisted audit techniques, and (B) implement an internal audit framework and audit recommendations; (ii) AGD to enhance its reporting framework for the preparation of government annual financial statements; (iii) NAO to (A) strengthen the quality assurance system and build capacity for conducting audits, (B) report on climate change related expenditures, (C) conduct audits of government implementation of climate change policy, and (D) strengthen capacity for audit of extractive industries; (iv) ACD to support the implementation of the aid policy and strategy; (v) the National Assembly to strengthen financial reporting and auditing; and (vi) MDAs to (A) deliver Training and accreditation on accounting and auditing, and (B) strengthen public communications.
- (c) Technical Assistance to Enhance Human Resource Management through, inter alia: Support to: (i) MoPS to (A) improve the quality and coverage of the establishment registry for civil servants and pensioners, (B) develop a comprehensive HRM strategy including technical and functional HRMIS specifications, (C) migrate existing administrative data to the new HRMIS and support the interface of such HRMIS modules with other information systems, and (D) deliver Training, communication support, and change management assistance, including to increase the use of HRMIS; and (ii) MoBSE and MoH to (A) confirm recruitment ceilings for each facility, (B) map incumbents to established, budgeted positions, and (C) develop job descriptions for each budgeted position.
- (d) *Technical Assistance to Enhance Citizen Engagement in Education through, inter alia:* Support to (i) MoBSE to (A) align service delivery data with access to information principles, (B) enable greater monitoring, analysis and identification of areas for improvement by civil society, (C) develop, produce and publish the FBRs, and re-design of school report cards, and (D) build capacity of school administrators and management on FBRs; and (ii) MoPS to develop a roadmap for national membership in the Open Government Partnership.
- (e) Technical Assistance to Strengthen MDAs Systems and Capacities through, inter alia: Support to MDAs to provide assistance, Training and capacity building to strengthen their systems and capacities in achieving the Disbursement Linked Results.

(f) Technical Assistance for Project Management and Coordination through, inter alia: Support to (i) the CPCU in Operation management, including day-to-day implementation, coordination, supervision and overall management of Program activities and results, monitoring and evaluation of the Operation, engagement of the independent verification agent (IVA), auditing of the Project expenditures and Program results, hiring of specialists within the CPCU, support for the Operating Costs of the CPCU, capacity building to enhance communication and development and establishment of mechanisms, including information, communications and technology support, for citizen feedback and grievance redress; and (ii) MDAs in monitoring implementation progress, budgeting practices, utilization of national procurement systems, monitoring and reporting on corruption matters, strategic coordination across MDAs and local authorities to support RF-NDP implementation, updating and operationalizing the planning policy, developing standardized tools for planning by sectors and regions, and conducting citizen engagement and outreach campaigns.

#### **SCHEDULE 2**

## **Operation Execution**

## **Section I.** Implementation Arrangements

## A. Institutional Arrangements

## 1. Steering Committee

- (a) The Recipient shall, no later than three (3) months after the Effective Date, establish and thereafter maintain throughout the implementation of the Operation, a Steering Committee (SC) with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the SC shall be chaired by the Permanent Secretary of MoPS and comprised of relevant Permanent Secretaries or heads of department of MoFEA, MoBSE, MoH, GRA and NAO, and a representative for the National Assembly, as further detailed in the Operations Manual, with strategic oversight from the Cabinet.
- (c) Without limitation to the provisions of sub-paragraph (a) above, the SC shall be responsible for coordination with MDAs, technical oversight, validation of the Annual Work Plan and Budget, quarterly reporting to the Association, and implementation monitoring to ensure that critical actions are on track towards the achieving of the DLIs, all as further specified in the Operations Manual.

#### 2. Central Project Coordination Unit

- (a) The Recipient shall establish and thereafter maintain throughout the implementation of the Operation, a Central Project Coordination Unit (CPCU) within the MoFEA and reporting directly to the Office of the Permanent Secretary of Finance, with functions, composition, and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the CPCU shall serve as the secretariat for the SC, headed by a program coordinator with staff from the MoFEA and special assistants or consultants as may be necessary for the CPCU to fulfill its responsibilities, including but not limited to procurement, environmental and social, monitoring and evaluation, financial management and communications, all with qualifications, experience and integrity, and with terms of reference acceptable to the Association, and as further defined in the Operations Manual.

(c) Without limitation to sub-paragraph (a) above, the CPCU shall be responsible for: (i) supporting the SC; (ii) monitoring and coordinating the implementation of the Program in line with guidance from the SC; (iii) implementing the Project; and (iv) facilitating the work of the SC.

#### **B.** Subsidiary Agreement

- 1. To facilitate the carrying out by NAO of its respective part of the Program, the Recipient shall, no later than three (3) months after Effective Date or such other date as the Association may establish by notice to the Recipient, enter into a subsidiary agreement with NAO, under terms and conditions approved by the Association ("Subsidiary Agreement").
- 2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

# C. Operations Manual

- (a) The Recipient shall prepare and furnish to the Association for review, a manual which shall include provisions on the following matters:
  - institutional arrangements for the oversight, coordination, management of the Operation, including details on the respective roles and responsibilities of the Cabinet, SC and CPCU, and the MDAs;
  - (ii) financial management arrangements including disbursement, funds flow and payment protocols;
  - (iii) detailed arrangements for verification of achievement of the DLIs (including the Verification Protocol);
  - (iv) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines;
  - (v) arrangements for Personal Data collection and processing in accordance with good international practice;
  - (vi) monitoring and evaluation, reporting and communication;
  - (vii) the grievance redress mechanism;

- (viii) with regard to the Project, procurement and environmental and social matters;
- (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Operation; and
- (x) the Program Action Plan, as an annex.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said manual in draft, and thereafter, shall adopt such manual, in such final form as shall have been approved by the Association ("Operations Manual").
- (c) The Recipient shall ensure that the Operation is carried out in accordance with the Operations Manual; provided, however, that in case of any conflict between the provisions of the Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall not amend, abrogate or waive any provision of the Operations Manual without the prior consent of the Association and such consent shall not be unreasonably withheld.

## D. Additional Program Implementation Arrangements

# 1. Program Action Plan

- (a) The Recipient shall carry out the Program Action Plan, in accordance with the schedule set out in the said Program Action Plan, in a manner satisfactory to the Association.
- (b) The Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, any of the Program Action Plan provisions without the prior consent of the Association and such consent shall not be unreasonably withheld.

#### 2. Independent Verification for the Program

(a) Not later than ninety (90) days after the Effective Date, the Recipient shall: (i) recruit an independent verification agency or independent verification agencies ("Independent Verification Agent(s)" or "IVA(s)"), as the case may be, under terms of reference(s) satisfactory to the Association, to be responsible for preparing and providing verifications reports in accordance with the Verification Protocol, certifying the achievement of those DLI/DLRs indicated to be verified by such independent verification

- agency or agencies in the Verification Protocol; and (ii) furnish the verification reports to the Association in such scope and in such details as the Association shall request.
- (b) The Recipient shall ensure that the verifications are carried out and that the verification reports are prepared in compliance with the procedures set forth in the Verification Protocol.

#### E. Additional Project Implementation Arrangements

- 1. Annual Work Plan and Budget for the Project
  - (a) Each year the Recipient shall prepare a draft annual work plan and budget containing all activities and expenditures proposed to be included in the Project for the following year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
  - (b) The Recipient shall furnish to the Association, as soon as available, but in any case not later than November 30 of each year, the annual work plan and budget referred to in paragraph 1 above, for their review and approval; except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than ninety (90) days after the Effective Date. Only the activities included in an annual work plan and budget expressly approved by the Association (each an "Annual Work Plan and Budget") are eligible to a financing from the proceeds of the Financing.
  - (c) The Recipient shall ensure that the Project is carried out in accordance with the Annual Work Plans and Budgets, provided, however, that in case of any conflict between the Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail.
  - (d) The Recipient shall not amend, abrogate or waive any provision of the Annual Work Plan and Budget without the prior consent of the Association and such consent shall not be unreasonably withheld.

#### 2. 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 Association.
- (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 Association. To this end, the Recipient shall ensure that:

- (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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 Association 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.
- (d) The Recipient shall ensure that:
  - (i) 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
  - (ii) 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- (e) 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.

# Section II. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- (a) in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- (b) involve the procurement of: (1) works, estimated to cost \$75,000,000 equivalent or more per contract; (2) goods, estimated to cost \$50,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost \$50,000,000 equivalent or more per contract; or (4) consulting services, estimated to cost \$20,000,000 equivalent or more per contract.

# Section III. Operation Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Operation Report not later than one (1) month after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

#### Section IV. Withdrawal of the Proceeds of the Financing

#### A. General

- 1. 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:
  - (a) finance Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient and NAO, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"), in the amount allocated to Categories (1) through (6) with respect to the Program; and
  - (b) finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against Category (7) with respect to the

Project; all as set forth in the table in paragraph 2 of this Part A and in the DLI/DLR Matrix set forth in Schedule 3.

2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

Category	Amount of the	Percentage of
(including	Financing Allocated	Expenditures to be
Disbursement Linked	(expressed in SDR)	Financed
Indicators as		(inclusive of Taxes)
applicable)		
	art 1 of the Operation (Pa	
(1) DLI 1: Improved tax	7,390,000	Not Applicable
administration		
performance through the		
implementation of ITAS		
and enhanced		
management of tax		
expenditures		
(2) DLI 2:	4,444,000	Not Applicable
Strengthened audit		
reporting of government		
to support improved		
transparency,		
accountability, resilience		
and informed decision		
making		
(3) DLI 3: Improved	7,390,000	Not Applicable
wage bill control through		
higher quality verifiable		
data and information		
system optimization		
(4) DLI 4: Improved	5,174,000	Not Applicable
HRM and Establishment		
Control practices		
adopted in education and		
health sectors	1 102 000	
(5) DLI 5: Improved	1,482,000	Not Applicable
coverage, quality, and		
availability of public		
data on service delivery		
performance in the		
education sector		

(6) DLI 6: Improved mechanisms for two-way citizen engagement in	2,220,000	Not Applicable			
the education sector					
I	Part 2 of the Operation (Project)				
(7) Goods, consulting services, non-consulting services, Training, and Operating Costs under the Project (Part 2 of the Operation)	7,100,000	100%			
TOTAL AMOUNT	35,200,000				

#### B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) on the basis of DLRs achieved prior to the Signature Date; or
  - (b) for any DLR under Categories (1) though (6) until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved.
- 2. Notwithstanding the provisions of Part B.1 of this Section, the Recipient may withdraw: an amount not to exceed SDR 7,000,000 as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the Association in accordance with the disbursement formula for each of the relevant DLRs mentioned above as set out in the table in Schedule 3 to this Agreement) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
- 3. Notwithstanding the provisions of Part B.1 of this Section, if any of the DLRs under Categories (1) through (6) have not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the

Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the disbursement formula for each of the relevant DLRs mentioned above as set out in the table in Schedule 3 to this Agreement; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.

# C. Withdrawal Conditions for the Project

Notwithstanding the provisions of Part A of this Section, with respect to Category (7), no withdrawal shall be made for payments made in respect of the Project prior to the Signature Date.

# D. Operation Withdrawal Period

The Closing Date is November 30, 2029.

# **SCHEDULE 3**

# **DLI/DLR Matrix**

Category (Including Disbursement Linked Indicator as applicable)	Disbursement Linked Result(s) (as applicable)	Disbursement Calculation Formula (as applicable) <sup>1</sup>	Amount of the Financing Allocated (expressed in SDR)
Results Area 1: Enhanced Do	omestic Resource Mobilization and Financial Report	ting	11,834,000
(1) DLI 1: Improved tax administration performance through the implementation of an ITAS and enhanced management of tax expenditures			7,390,000
	DLR 1.1: Percent of large taxpayers using the online tax e-filing service ITAS, as per the Verification Protocol, has increased to a target of 85%.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	2,954,000
	DLR 1.2: Percent of large taxpayers using the online tax e-payment service ITAS, as per the Verification Protocol, has increased to a target of 85%.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	2,954,000
	DLR 1.3: Publication of four (4) annual Tax Expenditure Reports.	$DLR \ price \\ \times [\frac{(quantity_t - Baseline)}{(Target - Baseline)}]$	1,482,000

<sup>&</sup>lt;sup>1</sup> For all DLRs other than DLRs 4.1 and 4.2, the Baseline is zero (0). The Baseline for DLR 4.1 is 20%. The Baseline for DLR 4.2 is (i) 7.92% for MoBSE and (ii) 6.9% for MoH.

Category (Including Disbursement Linked Indicator as applicable)	Disbursement Linked Result(s) (as applicable)	Disbursement Calculation Formula (as applicable) <sup>1</sup>	Amount of the Financing Allocated (expressed in SDR)
(2) DLI 2: Strengthened audit reporting of Government to support improved transparency, accountability, resilience and informed decision making			4,444,000
	DLR 2.1: The audited consolidated government financial statements have been published annually for each of 2022, 2023, 2024, 2025, and 2026.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	3,690,000
	DLR 2.2: Publication of two (2) annual climate audit reports.	DLR price $\times \left[\frac{(quantity_t - Baseline)}{(Target - Baseline)}\right]$	754,000
Results Area 2: Enhanced Hu	uman Resource Management		12,564,000
(3) DLI 3: Improved wage bill control through higher quality verifiable data and information system optimization			7,390,000
	DLR 3.1: Completion of comprehensive HRM information system strategy, including technical and functional specifications.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	1,105,000

Category (Including Disbursement Linked Indicator as applicable)	Disbursement Linked Result(s) (as applicable)	Disbursement Calculation Formula (as applicable) <sup>1</sup>	Amount of the Financing Allocated (expressed in SDR)
	DLR 3.2: Civil servants and pensioners have been verified in establishment registry, with a target of 100%.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	2,595,000
	DLR 3.3: Two (2) budget cycles in which at least 70 percent of Ministries and Departments, including MoBSE and MoH, are using the HRMIS payroll module that is accessible to relevant users, with timely submission of data to the MoFEA Accountant General Department.	$DLR \ price \\ \times [\frac{(quantity_t - Baseline)}{(Target - Baseline)}]$	3,690,000
(4) DLI 4: Improved HRM and Establishment Control practices adopted in education and health sectors			5,174,000
	DLR 4.1: Publication by MoBSE and MoH of four (4) annual comprehensive establishment lists in line with recruitment ceilings (including vacancies) and developed job descriptions for each budgeted position, with a target of 100%.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	2,954,000
	DLR 4.2: Three (3) budget cycles in which variance between health and education sector employees mapped to budgeted and established positions to those receiving salaries reduced to $\leq 5\%$ .	$DLR \ price \\ \times [\frac{(quantity_t - Baseline)}{(Target - Baseline)}]$	2,220,000

Category (Including Disbursement Linked Indicator as applicable)	Disbursement Linked Result(s) (as applicable)	Disbursement Calculation Formula (as applicable) <sup>1</sup>	Amount of the Financing Allocated (expressed in SDR)
Results Area 3: Enhanced Ci	itizen Engagement in Education		3,702,000
(5) DLI 5: Improved coverage, quality, and availability of public data on service delivery performance information in the education sector	DLR 5.1: Publication on the MoBSE website of twenty (20) targeted datasets from either 2022, 2023, or 2024 for historical reference, or within six months of their internal release within the Government.	$DLR \ price \\ \times \frac{(quantity_t - Baseline)}{(Target - Baseline)}]$	1,482,000
(6) DLI 6: Improved mechanisms for two-way citizen engagement in the education sector	DLR 6.1: Increased release of FBRs by Public Lower Basic Schools (receiving school improvement grants) on an annual basis, which include remedial actions in school improvement plans and citizen satisfaction data, with a target of 50% of Public Lower Basic Schools.	$DLR \ price \\ \times \left[ \frac{(quantity_t - Baseline)}{(Target - Baseline)} \right]$	2,220,000
	TOTAL AMOUNT		28,100,000

#### **APPENDIX**

#### **Definitions**

- 1. "Accountant General Department" or "AGD" means the accountant general department established and operating within MoFEA, or any successor thereto.
- 2. "Aid Coordination Directorate" and the acronym "ACD" mean the aid coordination directorate established and operating within MoFEA, or any successor thereto.
- 3. "Annual Work Plan and Budget" means the annual work plan and budget for the Project to be prepared by the Recipient, with input from NAO, and approved by the Association pursuant to Section I.E.1 of Schedule 2 to this Agreement.
- 4. "Cabinet" means the Recipient's Cabinet, composed of the President, Vice President and the Ministers, established and operating pursuant to Section 73 of the Constitution of the Republic of Gambia, 1997.
- 5. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 6. "Central Project Coordination Unit" and the acronym "CPCU" mean the project coordination unit to be established within the MoFEA with the composition and functions as set out in Section I.A.3 of Schedule 2 to this Agreement.
- 7. "Disbursement Linked Indicator" or "DLI" means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 8. "Disbursement Linked Result" or "DLR" means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
- 9. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated October 29, 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.

- 10. "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 (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.
- 11. "Gambia Revenue Authority" or "GRA" means the authority established and operating pursuant to the GRA Act 2004.
- 12. "General Conditions" means the Program General Conditions and/or the Project General Conditions, as applicable.
- 13. "HRM" means human resources management.
- 14. "HRMIS" means the Recipient's Human Resources Management Information System.
- 15. "ITAS" means the Recipient's Integrated Tax Administration System.
- 16. "Independent Verification Agent(s)" or "IVA(s)" means independent agency or agencies to be engaged by the Recipient for the purposes of certifying the achievement of the DLRs as referred to Section I.D.2(a) of Schedule 2 to this Agreement.
- 17. "Internal Audit Directorate" or "IAD" means the internal audit directorate established and operating within MoFEA, or any successor thereto.
- 18. "MDA" means the Recipient's ministries, departments, and agencies involved in the implementation of the Operation, including (without limitation) MoFEA, MoBSE, MoH, MoPS, GRA, NAO, and NEA.
- 19. "Ministry of Basic and Secondary Education" or "MoBSE" means the Recipient's ministry responsible for education, or any successor thereto.

- 20. "Ministry of Finance and Economic Affairs" or "MoFEA" means the Recipient's ministry responsible for finance, or any successor thereto.
- 21. "Ministry of Health" or "MoH" means the Recipient's ministry responsible for health, or any successor thereto.
- 22. "Ministry of Public Service, Administrative Reforms, Policy Coordination and Delivery" or "MoPS" means the Recipient's ministry responsible for coordinating and overseeing the development, management and administration of polices, management systems and procedures for public service delivery.
- 23. "National Assembly" means the Recipient's National Assembly established and operating pursuant to Section 87 of the Constitution of the Republic of Gambia, 1997.
- 24. "National Audit Office" or "NOA" means the Recipient's office established and operating pursuant to the provisions of Section 159 of the Constitution of the Republic of Gambia, 1997.
- 25. "National Environment Agency" or "NEA" means the Recipient's semiautonomous agency established and operating under the National Environment Management Act, 1994.
- 26. "Open Government Partnership" means the multilateral initiative, established in 2011, aimed at securing commitments from national and sub-national governments to promote open government, combat corruption, and improve governance.
- 27. "Operating Costs" means the incremental expenses incurred by the CPCU based on annual budgets approved by the Association attributable to Project implementation, management, and monitoring, including office supplies and consumables; communication costs; operation and maintenance of office vehicles; per diem and travel costs for Project staff; reasonable bank charges; and allowances and salaries of the Project's contractual staff (but excluding the salaries of the Recipient's civil servants).
- 28. "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.
- 29. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix

- to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 30. "Program Action Plan" means the Recipient's plan dated, October 29, 2024, and referred to in Section I.D.1 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
- 31. "Program Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the Association's "Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing," dated February 1, 2012, and revised July 10, 2015.
- 32. "Program General Conditions" means the "International Development Association General Conditions for IDA Financing, Program-for-Results Financing", dated December 14, 2018 (Last revised on July 15, 2023).
- 33. "Project 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.
- 34. "Project General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023).
- 35. "Revenue and Tax Policy Directorate" and the acronym "RTPD" means the Recipient's Revenue and Tax Policy Directorate within the MoFEA.
- 36. "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.
- 37. "Steering Committee" and the acronym "SC" mean the committee to be established and with the composition and functions as set out in Section I.A.1 of Schedule 2 to this Agreement.
- 38. "Training" means expenditures associated with Project related study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, in accordance with the Annual Work Plans and Budgets and approved by the Association, 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.
- 39. "Verification Protocol" means the Recipient's protocol, acceptable to the

Association, setting forth the means by which the achievement of DLRs will be verified under the Program, as such Verification Protocol may be amended from time to time with the prior written agreement of the Association.