**CREDIT NUMBER 7406-NG** 

# **Financing Agreement**

(Additional Financing for the Adolescent Girls Initiative for Learning and Empowerment Project)

between

## FEDERAL REPUBLIC OF NIGERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER 7406-NG**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between FEDERAL REPUBLIC OF NIGERIA ("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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to five hundred and twenty-one million three hundred thousand Special Drawing Rights (SDR 521,300,000) (variously, "Credit" and "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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. 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 through the Federal Ministry of Education ("FME") and cause Parts 1 and 2 of the Project to be carried out by the Participating States, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

## **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has updated the Project Implementation Manual in accordance with Section I.C of Schedule 2 to this Agreement.
  - (b) At least one (1) Subsidiary Agreement has been executed on behalf of the Recipient and one Participating State in accordance with Section I.B of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its federal minister in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Federal Ministry of Finance, Budget and National Planning Ahmadu Bello Way Central Business District Abuja, Federal Republic of Nigeria

(b) the Recipient's Electronic Address is:

Facsimile:

234-9-2343609

- 5.03. 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.

#### FEDERAL REPUBLIC OF NIGERIA

## By

Hun.	
- Autor	
~ / .	

**Authorized Representative** 

 Name:
 Wale Edun

 Title:
 Minister of Finance

 Date:
 21-Dec-2023

## INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Schow Thuri

**Authorized Representative** 

Name: Shubham Chaudhuri

Title: Nigeria Country Director

**Date:** 18-Nov-2023

#### SCHEDULE 1

#### **Project Description**

The objective of the Project is to improve secondary education opportunities among girls in targeted areas in Participating States.

The Project consists of the following parts:

- **Part 1. Creating safe and accessible learning spaces**. Supporting increased access for adolescent girls to secondary education and improved quality of teaching and learning, through:
  - 1.1. Creating New Safe Learning Spaces in Secondary Schools

(a) Construction of senior secondary learning spaces at selected junior secondary schools; and (b) provision of School Community Construction Grants to SBMCs to carry out Sub-projects involving construction of junior secondary learning spaces at selected primary schools.

1.2. Improving Existing Infrastructure in Secondary Schools

Provision of School Improvement Grants to selected secondary schools to carry out Sub-projects involving: (a) rehabilitation of classrooms and/or construction of a limited number of new classrooms for existing grades; (b) rehabilitation and/or construction of water, sanitation and hygiene facilities and school amenities; (c) purchase of teaching and learning materials, school furniture, and solar panels; (d) adoption of safety and environmentally friendly school approaches and design; (e) major renovation of dilapidated school buildings and classrooms; or (f) improvements to security measures in and around schools.

#### Part 2. Fostering an enabling environment for girls

2.1. Promoting Positive Change through Communications Campaigns, Engagement with Traditional Rulers, and Advocacy

Supporting activities to change cultural and social norms that may impede girls' access to education and to emphasize the need for a safe and inclusive policy dialogue, community engagement and a national communication campaign and state level awareness campaigns to promote social acceptance of girls' participation in education, hygienic practices to prevent COVID-19 transmission and other relevant health issues, special needs and inclusive education, and information on climate change and potential mitigation and adaptation measures.

- 2.2. Empowering Girls with Critical Life Skills, Second Chance Education, and Knowledge for Navigating Adulthood and Digital Literacy
  - (a) *Life Skills Training*

Provision of training for girls to acquire critical life skills for the transition to adulthood, including on health, safety, and GBV awareness and prevention in formal schools and at selected non-formal centers for out-of-school girls, including those who are disabled, married, or with children, and including the training of facilitators and the provision of resources, tools, and equipment.

#### (b) Digital Literacy Training and Remote Learning Platform

Provision of training for girls to acquire basic digital skills, using a safe space approach, or, during the COVID-19 pandemic, through distance learning, including the development and use of harmonized/standard assessment tools to measure competency level of digital skills.

## (c) Second Chance Opportunities

Provision of second chance education, including livelihood skills training, for economically and educationally poor out-of-school girls, including those who are disabled, married, or with children, at selected non-formal centers in Participating States, including training of facilitators and provision of materials and equipment.

2.3. Providing Financial Incentives to the Poorest Households

Provision of Girl Scholarship Grants to selected poor households with adolescent girls to incentivize girls' transition to and completion of secondary school.

#### Part 3. Project management and system strengthening

3.1. System Strengthening for Sustainability and Technical Assistance

Strengthening the institutional capacity at federal and state level to support girls' education and empowerment through, *inter alia*, the establishment of an education management information system to collect data for planning and decision making, technical assistance to develop a strategy on girls' secondary education, to develop policies to respond to the COVID-19 pandemic and its impact on the education sector, and to strengthen the process and management of teacher recruitment and deployment and professional development; and studies to assess barriers to girls' secondary education.

3.2. Project Management, Monitoring and Evaluation

Technical assistance to support Project implementation, including on coordination, procurement, financial management, ESS monitoring, monitoring and evaluation and communication, Operating Costs of the NPCU and SPIUs and training events to facilitate knowledge sharing between federal and state level and other stake holders.

#### SCHEDULE 2

#### **Project Execution**

#### Section I. <u>Implementation Arrangements</u>

#### A. Institutional Arrangements

1. Federal Level

#### 1.1. National Project Steering Committee

- (a) The Recipient shall maintain throughout Project implementation the National Project Steering Committee ("NPSC") at the federal level with functions, composition, and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the NPSC shall be chaired by the Minister of Education and include representatives of key ministries, including the Federal Ministry of Finance, Budget and National Planning, Federal Ministry of Women's Affairs ("FMWA"), Federal Ministry of Youth and Sports Development ("FMYSD"), Federal Ministry of Health ("FMH"), Federal Ministry of Humanitarian Affairs, Management and Social Development, Disaster the Commissioner for Education of each Participating State, and relevant non-governmental organizations and community service organizations at the federal and state levels, as further detailed in the PIM.
- (c) Without limitation to the provisions of sub-paragraph (a) above, the NPSC shall be responsible for, *inter alia*, general oversight and providing overall strategic and policy guidance for the implementation of the Project, as further specified in the PIM.

#### 1.2. National Project Coordination Unit

- (a) The Recipient shall maintain throughout Project implementation the National Project Coordination Unit ("NPCU") at the federal level within FME with functions, composition, and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the NPCU shall: (i) be headed by a national project coordinator and include, *inter alia*, representatives of FMWA, FMYSD, the Universal Basic Education Commission, and FMH, and the

following key FME officers: procurement officer, internal auditor, accountant, monitoring and evaluation officer, gender/GBV officer; environmental risk management officer; social risk management officer; and communications officer, all with qualifications, experience and ethics, and terms of reference acceptable to the Association, as further detailed in the PIM.

(c) Without limitation to sub-paragraph (a) above, NPCU shall be responsible for: (i) coordination of the Project at the federal level;
 (ii) overall Project monitoring and evaluation; (iii) knowledge sharing and dissemination of information among Participating States; and (iv) implementation of Project activities at the federal level, all in accordance with this Agreement and the PIM.

## 2. <u>State Level</u>

#### 2.1. State Project Steering Committees

- (a) The Recipient shall cause each Participating State to establish and/or maintain throughout the Project implementation a State Project Steering Committee (each, a "SPSC") with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, each SPSC shall be chaired by the State Commissioner of Education and include the Executive Secretary of the State Secondary School Board (as applicable), the chairman of the State Universal Basic Education Board (SUBEB), and the commissioners of key ministries of the Participating State and the State Ministry of Finance, as further detailed in the PIM.
- (c) Without limitation to the provisions of sub-paragraph (a) above, each SPSC shall be responsible for: (i) providing strategic guidance for the implementation of the Project and overall coordination of the Project activities in the respective Participating State; and (ii) supervising the work of the respective SPIU, all in accordance with the PIM.

## 2.2. State Project Implementation Units

(a) The Recipient shall cause each Participating State to establish and/or maintain throughout the implementation of the Project in said Participating State, a project implementation unit (a "SPIU") within the State Ministry of Education, with functions, composition and resources satisfactory to the Association.

- (b) Without limitation to the provisions of sub-paragraph (a) above, each SPIU shall be headed by a state Project coordinator and include, *inter alia*, representatives of the State Secondary School Board (as applicable), SUBEB and the key ministries of the Participating State, as well as a procurement officer, an internal auditor, an accountant, a monitoring and evaluation officer, a GBV or gender officer, an environmental risk management officer, a communications officer, a social risk management officer, and a security advisor, all with qualifications, experience and ethics, and terms of reference, acceptable to the Association, as further detailed in the PIM.
- (c) Without limitation to sub-paragraph (a) above, each SPIU shall be responsible for the implementation of the state-level activities under Parts 1 and 2 of the Project, in the respective Participating State, and provide relevant training on procurement and Environmental and Social Standards compliance to the School-Based Management Committees (SBMCs) and support their implementation under Part 1.1 of the Project, all in accordance with the PIM.
- 3. <u>Federal Project Financial Management Department and State Project Financial</u> <u>Management Units</u>

Without limitation upon the provisions of paragraphs 1 and 2 of this Part A, the Recipient shall designate, at all times during the implementation of the Project, the Federal Project Financial Management Department ("FPFMD") to be responsible for financial management under the Project at federal level and the State Project Financial Managements Units (each, a "SPFMU") to be responsible for financial management under the Project in the respective Participating State. Each of the FPFMD and SPFMUs shall take all actions, including the provision of funding, personnel and other resources necessary to enable the FPFMD and SPFMUs to perform these functions, all in accordance with the provisions of the PIM.

4. <u>Local government area level</u>

The Local Government Education Authority in each participating local government area shall be responsible for assisting the relevant SPIU with monitoring and coordination of Project activities in such area.

#### B. Subsidiary Agreement

- 1. To facilitate the carrying out of Parts 1 and 2 of the Project, the Recipient shall make a portion of the proceeds of the Financing available to each Participating State under a Subsidiary Agreement entered into between the Recipient and the Participating State.
- 2. The Subsidiary Agreements shall include terms and conditions acceptable to the Association, including, *inter alia*, the following:
  - (a) the principal amount of the Credit made available under the Subsidiary Agreement shall be: (i) denominated and repayable in Dollars; (ii) charged interest on the principal amount withdrawn and outstanding from time to time at the rate of two (2) percent; and (iii) repayable over a period not exceeding thirty (30) years from the date of the Subsidiary Agreement, inclusive of a grace period not exceeding five (5) years;
  - (b) the requirement that the Participating State carry out the Project with due diligence and efficiency, in conformity with administrative, financial management, engineering, technical, environmental and social practices and arrangements, including the ESCP, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
  - (c) the requirement that the Participating State makes: (i) School Community Construction Grants to SBMCs for Sub-projects; (ii) School Improvement Grants to School Beneficiaries for Sub-projects; and (iii) Girl Scholarship Grants to Beneficiaries, in accordance with the selection and eligibility criteria and procedures and terms and conditions set out in the PIM and Section I.E of this Schedule 2;
  - (d) the obligation of the Participating State to carry out the Project in accordance with this Agreement, the Procurement Regulations, the Anti-Corruption Guidelines, the DFIL, and the PIM;
  - (e) the obligation of the Participating State to exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the Subsidiary Agreement;
  - (f) the obligation of the Participating State to provide access to the Association to inspect Project sites, its operation and any relevant records and documents; and
  - (g) the requirement that the Participating State promptly inform the Recipient and the Association of any condition which interferes or threatens to

interfere with the progress of the Project, or the performance of its obligations under the Subsidiary Agreement.

3. 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. Project Implementation Manual

- 1. The Recipient shall update and furnish to the Association for review, the Project Implementation Manual ("PIM"), which shall include provisions on the following matters:
  - (a) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project, including details on the respective roles and responsibilities of the units, ministries, departments set out in Section A.1 of this Schedule 2;
  - (b) financial management;
  - (c) procurement;
  - (d) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines;
  - (e) environmental and social management systems, including on grievance redressal mechanism, GBV and sexual exploitation and abuse (SEA);
  - (f) measures to ensure the security of Project sites, staff, contractors and beneficiaries;
  - (g) monitoring and evaluation, reporting and communication;
  - (h) disbursement and flow of funds arrangements;
  - selection and eligibility criteria, procedures and terms and conditions applicable to School Community Construction Grants, including *inter alia:* (a) milestones to be achieved for payments of such grants; (b) the composition of the SBMC; and (c) registration (for the purpose of obtaining legal capacity) of the SBMC; selection and eligibility criteria, and procedures, and terms and conditions (including milestones to be achieved for payments of such grants) applicable to School Improvement Grants;

- (j) selection and eligibility criteria and procedures, and the terms and conditions (including milestones to be achieved for payments of such grants) applicable to Girl Scholarship Grants;
- (k) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and
- (1) template Sub-grant Agreements for School Community Construction Grants and School Improvement Grants, respectively, shall be included as annexes.
- 2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said updated PIM, and thereafter, shall adopt such PIM, as shall have been approved by the Association.
- 3. The Recipient shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM.

#### D. Annual Work Plan and Budget

- 1. Each year the Recipient shall prepare a consolidated draft annual work plan and budget containing all activities and expenditures at the federal and the state level 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.
- 2. The Recipient shall furnish to the Association, as soon as available, but in any case not later than November 30 of each year, the consolidated 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 one month 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.
- 3. 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.

4. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Annual Work Plan and Budget.

## E. Sub-grants

- 1. The Recipient shall ensure that the Participating States provides: (i) School Community Construction Grants to SBMCs to carry out Sub-projects; (ii) School Improvement Grants to School Beneficiaries to carry out Sub-projects; and (iii) Girl Scholarship Grants to Beneficiaries, in accordance with the respective eligibility criteria and procedures and on terms and conditions acceptable to the Association and set forth in the PIM.
- 2. The Recipient shall ensure that the Participating States shall not make available any proceeds of the Financing under a School Community Construction Grant, School Improvement Grants and Girl Scholarship Grant unless and until the Participating State has received verification that the milestones applicable to such grant have been achieved.

## 3. <u>Girl Scholarship Grants</u>

Without limitation to the provisions of Section E.1 above, the size of each Girl Scholarship Grant shall depend on how many years the adolescent girl stays in school, as further specified in the PIM. Each Beneficiary shall only be eligible to receive one Girl Scholarship Grant per adolescent girl in the household.

#### 4. <u>Schools Community Construction Grants and School Improvement Grants</u>

Without limitation to the provisions of Section E.1 above:

(a) With regard to School Community Construction Grants and School Improvement Grants the applicable criteria and procedures shall include the following, namely that no proposed Sub-project shall be eligible for financing under a Sub-grant unless the Participating State shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the PIM, that the proposed Sub-project: (A) consists of specific development activities set forth in Parts 1(a)(ii) and 1(b), respectively, of the Project and further elaborated in the PIM and complies with all applicable laws and regulations of the Recipient; and (B) if, pursuant to the ESCP, management tools and instruments for the Sub-project are required, such management tools and instruments have been prepared and approved by the Association in accordance with the provisions of Section I.F of this Schedule 2 and all measures required to be carried out under the said Section I.F of this Schedule 2 prior to commencement of the activities covered by said instruments have been carried out.

- (b) The size of each School Community Construction Grant and each School Improvement Grant shall be as specified in the PIM, provided that the size of each School Improvement Grant shall be based on school enrollment, as further specified in the PIM.
- (c) The Recipient shall cause the Participating States to make each School Community Construction Grant and School Improvement Grant under a Sub-grant Agreement with the SBMC or School Beneficiary, respectively, on terms and conditions approved by the Association and based on the respective template agreement annexed to the PIM, which shall include that the Recipient and the Participating State shall obtain rights adequate to protect its interests and those of the Association, including the right to suspend or terminate the right of the school to use the proceeds of the Subgrant, or obtain a refund of all or any part of the amount of the Sub-grant withdrawn, upon the SBMC's or School Beneficiary's, as the case may be, failure to perform any of its obligations under the Sub-grant Agreement and requiring each SBMC or School Beneficiary, to:
  - (i) carry out its Sub-project 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 in accordance with the provisions of the ESCP, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;
  - (ii) provide, promptly as needed, the resources required for the purpose;
  - (iii) procure the goods, works and services to be financed out of the Sub-grant in accordance with the Procurement Regulations and the Procurement Plan;
  - (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
  - (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Sub-project; and (B) at the Recipient's or Association's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing

standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association, and permit the Association to make such statements as so audited available to the public, along with the Sub-grant Agreement;

- (vi) enable the Recipient and the Association to inspect the Subproject, its operation and any relevant records and documents; and
- (vii) 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.
- (d) The Recipient shall cause the Participating States to exercise their rights and carry out its obligations under each Sub-grant 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 Participating States shall not assign, amend, abrogate or waive any such Sub-grant Agreement or any of its provisions.

## F. Environmental and Social Standards

- 1. The Recipient shall, and shall cause the Participating States to, 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, and shall cause the Participating States to, 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, and shall cause the Participating States to, 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, and shall cause the Participating States to, 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Participating States to, 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, and shall cause the Participating States to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities 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.

## Section II. <u>Project Monitoring, Reporting and Evaluation</u>

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

## 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
<ul> <li>Goods, works, non- consulting services, consulting services and School Community Construction Grants under Part 1.1 of the Project</li> </ul>	167,411,700	100%
<ul> <li>(2) Goods, works, non- consulting services, consulting services, Training, Operating Costs, School Improvement Grants, and Girl Scholarship Grants under Parts 1.2, 2, and 3 of the Project</li> </ul>	353,888,300	100%
TOTAL AMOUNT	521,300,000	

## 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, except that withdrawals up to an aggregate amount not to exceed SDR 104,260,000 may be made for payments made up to twelve (12) months prior to this date, for Eligible Expenditures under Categories (1) and (2);

- (b) for payments to any Participating State under Categories (1) and (2), unless and until: (i) the Recipient and said Participating State has executed a Subsidiary Agreement in accordance with the provisions of Section I.B of Schedule 2 to this Agreement; and (ii) said Participating State has established a State Project Steering Committee and a State Project Implementation Unit in accordance with Section I.A.2 of Schedule 2 to this Agreement; or
- (c) for payments to any Participating State under Category (1) unless and until such Participating States have submitted a costed action plan for the recruitment and deployment of new teachers to junior and senior secondary schools to be constructed under Part 1.1 which in form and substance is acceptable to the Association and is formally endorsed by the Governor of such state.
- 2. The Closing Date is July 31, 2028.

# **SCHEDULE 3**

# **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
commencing February 15, 2029, to and including August 15, 2048	1.65%
commencing February 15, 2049, to and including August 15, 2053	3.40%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### APPENDIX

#### **Definitions**

- 1. "Annual Work Plan and Budget" mean the annual work plan and budget to be prepared by the Recipient and approved by the Association pursuant to Section I.D of Schedule 2 to this Agreement.
- 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. "Beneficiary" means a household with an adolescent girl selected to receive a Girl Scholarship Grant under Part 2.3 of the Project.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated August 11, 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 time frames 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 Association.

- 7. "FME" means the Recipient's Federal Ministry of Education and any successor thereto.
- 8. "GBV" means gender-based violence.
- 9. "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).
- 10. "Girl Scholarship Grant" means a grant to be provided to a Beneficiary under Part 2.3 of the Project.
- 11. "Implementing Agencies" means the ministries, departments and agencies of the Recipient participating in the implementation of the Project.
- 12. "Operating Costs" means the incremental expenses incurred by the Implementing Agencies, based on the Annual Work Plans and Budgets as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.
- 13. "Participating States" means Adamawa, Bauchi, Gombe, Jigawa, Kogi, Kwara, Nasarawa, Niger, Sokoto, Yobe, and Zamfara, and such additional state that may be selected to participate in the Project as agreed between the Recipient and the Association.
- 14. "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.
- 15. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.C of Schedule 2 to this Agreement, providing details of arrangements and procedures for the implementation of the Project.
- 16. "School-Based Management Committee" or "SBMC" means a school-based committee, with the composition as specified in the PIM, established as a legal entity through registration with the Local Government Authority in the local area where the school is situated.
- 17. "School Beneficiary" means a school selected according to the eligibility and selection criteria and procedures set out in the PIM to receive a School Improvement Grant.

- 18. "School Community Construction Grant" means a grant to be provided to a SBMC to carry out Sub-projects at selected primary schools under Part 1.1 of the Project.
- 19. "School Improvement Grant" means the grants to be provided to School Beneficiaries to carry out Sub-projects under Part 1.2 of the Project.
- 20. "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.
- 21. "Subsidiary Agreement" means the agreement to be entered into between the Recipient and each Participating State according to Section I.B of Schedule 2 to this Agreement.
- 22. "Sub-grant" means a School Community Construction Grant, School Improvement Grant, or a Girl Scholarship Grant.
- 23. "Sub-grant Agreement" means an agreement to be entered into between the Participating State and a School Beneficiary to receive a School Improvement Grant, or an SBMC to receive a School Community Construction Grant, as specified in Section I.E of Schedule 2 to this Agreement.
- 24. "Sub-project" means a sub-project to be carried out under Parts 1.1 or 1.2 of the Project and for which a School Community Construction Grant or School Improvement Grants, respectively, is provided.
- 25. "Training" means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.