
LOAN NUMBER 9422-IN

Program Agreement

(Additional Financing for the Gujarat Outcomes for Accelerated Learning (GOAL Program))

between

INTERNATIONAL BANK

FOR

RECONSTRUCTION AND DEVELOPMENT

and

STATE OF GUJARAT

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF GUJARAT (“Program Implementing Entity”) (“Program Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between INDIA (“Borrower”) and the Bank, concerning Loan No. 9422-IN. The Bank and the Program Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Loan 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 Loan Agreement or the General Conditions.

ARTICLE II — PROGRAM

- 2.01. The Program Implementing Entity declares its commitment to the objectives of the Program. To this end, the Program Implementing Entity shall carry out the Program in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Program.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Program Implementing Entity’s Representative is its Secretary (Primary and Secondary) Department of Education.
- 3.02. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s address is:

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

(b) the Bank’s Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	wbindia@worldbank.org

3.03. For purposes of Section 10.01 of the General Conditions: (a) the Program Implementing Entity's address is:

Gujarat Council of School Education
Office of the State Project Director,
Samagra Shiksha,
Sector-17, Gandhinagar; and

(b) the Program Implementing Entity's Electronic Address is:

Facsimile: E-mail:
079-29638405 secedu-pri@gujarat.gov.in; spdssa@gmail.com

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Bhavna Bhatia

Authorized Representative

Bhavna Bhatia

Name: _____

Acting Country Director, India

Title: _____

20-Jul-2022

Date: _____

STATE OF GUJARAT

By

Ratankar

Authorized Representative

Ratankanvar H. Gadhavicharan

Name: _____

State Project Director, GCSE-SS

Title: _____

22-Jul-2022

Date: _____

SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

1. Without limitation on the provisions of Article V of the General Conditions, the Program Implementing Entity shall carry out the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Bank, including those set out in the ESSA, the Procurement Guidance Manual, and the Program Action Plan, which are designed to ensure that:
 - (a) the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (b) the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Program Institutional Arrangements

1. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall vest the overall responsibility for the implementation of the Program in the Gujarat Council of School Education (GCSE), which shall carry out the Program activities through the State Implementation Society, which is accountable to the GCSE.
2. The Program Implementing Entity shall maintain throughout the period of implementation, the Program Management Unit (“PMU”), which unit shall be provided with competent, experienced and qualified staff, in sufficient numbers and under terms of reference acceptable to the Bank, and vested with powers, financial resources, functions and competences, acceptable to the Bank, to serve as the focal unit in the carrying out of the day-to-day implementation of the Program, including compiling data on results and evidence on achievement of DLRs for submission to the Independent Verification Agent and the Bank.

C. Program Action Plan

1. The Program Implementing Entity shall:
 - (a) Implement the Program Action Plan agreed with the Bank in a manner and substance satisfactory to the Bank; and
 - (b) Refrain from amending, revising, waiving, voiding, suspending or abrogating the Program Action Plan or any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.

2. In the event of any inconsistency between the provision of the Program Action Plan and those of this Agreement and the Loan Agreement, the provisions of the latter shall govern.

D. Verification Protocols for the Program

1. The Program Implementing Entity shall:
 - (a) Maintain, at all times during the implementation of the Program, an independent verification agent under terms of reference and with qualifications acceptable to the Bank (“Independent Verification Agent”) to verify the evidence supporting the achievement of one or more DLRs and certify the fulfillment of such DLRs as set forth in Schedule 3 of the Loan Agreement; and
 - (b) Ensure that the Independent Verification Agent: (i) carries out verification processes in accordance with the terms of reference agreed with the Bank; and (ii) furnish to the Bank the corresponding verification reports in form and substance satisfactory to the Bank, prior to submission of any withdrawal application under Categories (1) to (7) of the table in Section IV.A.2 of Schedule 2 to the Loan Agreement.

Section II. Excluded Activities

1. The Program Implementing Entity shall ensure that the Program shall exclude any activities which:
 - (a) in the opinion of the Bank 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 seventy-five million Dollars (USD75,000,000) equivalent or more per contract; (2) goods, estimated to cost fifty million Dollars (USD50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million Dollars (USD50,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost twenty million Dollars (USD20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

1. The Program Implementing Entity shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 5.08 of the General Conditions. Each Program Report shall cover the period of one calendar semester and shall be furnished to the Borrower not later than one month after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Program Report.