
GPEF GRANT NUMBER TF0B4694

Global Partnership for Education Fund
Grant Agreement

(Additional Financing for COVID-19 Response under the Free Education Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(acting as Grant Agent for the Global Partnership for Education Fund)

**GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as Grant Agent for the Global Partnership for Education Fund for the purpose of providing additional financing for activities related to the Free Education Project (“Original Project”).

The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out Parts 1 to 5 and 6 (a)-(e) of the Project through the MBSSE, and cause the Project Implementing Entity to carry out Parts 6 (f)-(h) of the Project (“Respective Parts of the Project”).

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed six million eight hundred fifty thousand United States Dollars (\$6,850,000) (“Grant”) to assist in financing Part 6 of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with

this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
EFFECTIVENESS; TERMINATION

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) the Project Implementation Manual (PIM) has been updated and adopted by the Recipient in a manner satisfactory to the Bank;
 - (b) a qualified accountant for the Project, with qualifications, experience, and under terms of reference satisfactory to the Bank has been hired;
 - (c) an appropriate software for use in Project accounting satisfactory to the Bank has been procured and installed; and
 - (d) the Subsidiary Agreement, acceptable to the Bank has been duly executed and delivered on behalf of the Recipient and the Project Implementing Entity.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
 - (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and
 - (c) the Subsidiary Agreement referred to in Section I.A.6 of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice

of its acceptance of the evidence required pursuant to Section 4.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V Additional Remedies

- 5.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
- (a) the Member Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement;
 - (b) the Project Implementing Entity has failed to perform any obligation under the Project Agreement;
 - (c) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier;
 - (d) as a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the

Project Implementing Entity will be able to perform its obligations under the Project Agreement; and

- (e) the Project Implementing Entity's Memorandum and Articles of Association have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank, the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient's address is:

Ministry of Finance
Treasury Building
George Street
Freetown, Sierra Leone; and

- (b) the Recipient's Electronic Address is:
Email: fsecretary@mof.gov.sl

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

- (a) the Bank's address is:

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

- (b) the Bank's Electronic Address is:

| | |
|--------------------------------|----------------|
| Telex: | Facsimile: |
| 248423 (MCI) or 64145 (MCI) | 1-202-477-6391 |

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

By

H.E. Jacob Jusu Saffa

Authorized Representative

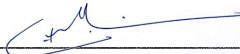
Name: H.E. Jacob Jusu Saffa

Title: Minister of Finance

Date: 26-Feb-2021

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
(acting as Grant Agent for the Global Partnership for
Education Fund)**

By



Authorized Representative

Name: Gayle Martin

Title: Country Manager

Date: 19-Feb-2021

SCHEDULE 1

Project Description

The objective of the Project is to improve management of the education system, teaching practices, and learning conditions.

The Project consists of the following parts:

Part 1: Policy, Governance, Accountability and System Administration

- (a) Support the Recipient's Ministry of Basic and Secondary Education (MBSSE) to prepare annual and medium-term education sector plans and budgeting and support the Directorate of Planning and Policy to undertake the necessary annual projections of inputs to inform the budgeting process.
- (b) Provision of technical advisory services for conducting a comprehensive School Catchment Area Plan to provide the Recipient with the necessary information for a range of interventions including civil works and teacher deployment.
- (c) Provision of technical advisory services for the development of education norms and standards including the distribution of school networks with special focus on maximum distance from home to school, maximum size of school/population, minimum package of facilities, minimum standards for a child-friendly school, minimum environmental safeguards, criterion and formula for determining the extent and nature of government financial assistance.
- (d) Support MBSSE's program for data collection and use through:
 - (i) provision of technical advisory services to collect Annual School Census (ASC) data to ensure there is adequate data to support education system planning and management;
 - (ii) building the capacity of the deputy directors, supervisors, and statistical clerks at the district level;
 - (iii) linking to the higher and technical education systems; and
 - (iv) strengthening capacity of the MBSSE to manage the robust data system as part of the larger Education Management Information System (EMIS) and to ensure timely and accurate reporting so that the data can be used to inform decision making in the sector.
- (e) Strengthen the existing school standards such as teaching practices, school management, school safety, community engagement practices, health promotion, gender inclusion; disability inclusion; and develop and implement an effective quality assurance framework that complies with the best international practice in the external evaluation of schools.

- (f) Support the Recipient's institutional and human capacity development, including through: (i) provision of technical advisory services to carry out an organizational and management analysis to determine where in the educational system specific responsibilities and authority should be assigned; and (ii) provide training to government officials at the central and local levels to strengthen their capacity in ensuring quality of education services.
- (g) Support MBSSE's transition to a comprehensive national curriculum including through: (i) provision of technical advisory services to conduct a curriculum assessment validated by subject specialists and teachers; and (ii) providing needed training and Operating Costs.
- (h) Provision of technical advisory services to develop the National Learning Assessment Framework to facilitate comparisons across districts and by other groupings, thereby enabling education policy makers to identify areas and groups that are lagging behind in terms of achievement and to design the appropriate interventions and strategies including providing the necessary training.
- (i) Strengthening the capacity of WAEC to conduct analyses of examination results to identify response patterns and detect underlying student strengths and weaknesses.
- (j) Carry out activities to promote gender equality and inclusive education in collaboration with the Ministries, Departments and Agencies including through: (i) provision of training to school administrative staff and staff at the district level on gender issues (including discrimination) as well as prevention and response to sexual and gender based violence (SGBV); (ii) establishing and strengthening a mechanism for reporting sexual and gender based violence at the community level; (iii) developing a platform for effective response on SGBV health related issues, including strengthening key support and health services with a strong referral mechanism; and (iv) providing both boys and girls sexual and reproductive health education and a mentoring program.
- (k) Carry out activities to promote the Recipient's inclusive education system including: (i) developing and implementing an inclusive education policy and program; (ii) implementing a regular monitoring system on student attendance and learning including children with various disabilities; (iii) carrying out an outreach on the capacities and rights of persons with disabilities; (iv) developing and implementing training for teachers and school heads and administrators in promoting an inclusive education environment; and (v) designating an inclusion champion in each school receiving in-service teacher training.

Part 2: Teacher Management and Professional Development

- (a) Provide support to the Teaching Service Commission (TSC) to develop and implement a comprehensive and integrated teacher management information system to provide information for teacher workforce planning and management.
- (b) Support teacher professional development, including through:
 - (i) providing appropriate digital devices to primary and junior secondary school head teachers and TSC district offices; (ii) providing technical assistance to conduct a feasibility study on the use of information and communication technology to support cluster and school based continuous professional development; and (iii) developing a continuous professional development program for both primary and junior secondary school teachers.

Part 3: School Level Education Development

- (a) Provide Performance-based School Grants to Targeted Primary Schools to improve teaching and learning outcomes.
- (b) Provide School Maintenance/Renovation Grants to schools to carry out minor maintenance and renovation works to Targeted Primary Schools.
- (c) Support the construction and furnishing of new classrooms to meet the infrastructure needs of schools as identified in the School Catchment Area Plan, including girls' boarding schools and homes and water and sanitation hygiene facilities.

Part 4: Project Management, Coordination and Monitoring and Evaluation

Support the: (a) implementation, coordination and supervision of Project activities, including, *inter alia*, outreach, conducting financial audits, data collection and monitoring and evaluation; (b) the establishment of an online data/resource sharing platform to support knowledge generation and dissemination of Project supported activities; and (c) the necessary Operating Costs.

Part 5: Contingent Emergency Response

Provision of support to respond to an Eligible Emergency including: (a) designing and carrying out the necessary sector investments; and (b) providing supervision for carrying out the investments including any necessary rehabilitation works.

Part 6: COVID-19 Education Response

- (a) (i) Develop a communications outreach strategy on the Recipient's COVID-19 Education Emergency Response Plan; (ii) support the extension of coverage of the MBSSE's radio station to districts with poor receptivity and equip regional radio stations with the capacity to manage and implement education programming; and (iii) establish an online data/resource sharing platform for dissemination of knowledge and effective information-sharing.
- (b) Support continuous distance learning under the COVID-19 Education Emergency Response Plan, including, *inter alia*: (i) the development and deployment of accessible and inclusive tutorials for basic education students; and (ii) support to the existing nationwide radio teaching program and other education programming and distance learning programs.
- (c) Provision of in-service training for basic education teachers to improve teachers' digital literacy, including, *inter alia*: (i) facilitation of distance learning; (ii) use of online tools and on-line learning platforms; (iii) monitoring students' learning; and (iv) provision of training for teachers to support crisis management, health prevention/promotion, psychosocial wellbeing and child wellbeing in response to COVID-19.
- (d) Support school reopening under the COVID-19 Education Emergency Response Plan, through *inter alia*: (i) supporting the process of implementing school safety protocols including promoting hygienic practices by school children and staff; (ii) (A) supporting an assessment of the Recipient's basic education schools to appraise the system's readiness for school safety; (B) supplying basic education schools with water, sanitation, and hygiene supplies including thermometers, face masks, buckets and soap; and (C) supporting the process of cleaning and disinfecting school building premises and refurbishing school facilities as needed; (iii) designing and collaborating with partners on implementing community outreach campaigns to support girls, vulnerable children and other students at risk of dropping out; and (iv) supporting: (A) the Recipient's MBSSE in monitoring the back to school situation (dropouts, gender-based violence, pregnancy, learning); and (B) the provision of psychosocial support to children and teachers in basic education.
- (e) Support the effective operations, planning and policy during and after the COVID-19 crisis, through *inter alia*: (i) the development of an overarching policy comprising guidance, protocols and standard operating procedures, delivery standards and redressal mechanism; (ii) the development of a mechanism to ensure that community-engagement is maintained in the development of critical policies; and (iii) the evaluation of the Recipient's COVID-19 Education Emergency Response initiatives.

- (f) Support increased access to COVID-19 and education response messaging in PIE Target Schools in 16 districts, through *inter alia*: (i) dissemination of social and behavior change communication messaging in age-appropriate, gender-sensitive accessible formats for people with different types of impairment; (ii) promotion of community mobilization on the emergency education response (distance learning and school reopening); and (iii) working with community radio networks on airing radio/drama programs on the protection of children, especially girls and children with disabilities, COVID-19 prevention messages, and the education sector's response.
- (g) Support distance learning opportunities in PIE Target Schools in 16 districts, through *inter alia*: (i) the establishment and support of community learning circles, adapted to the COVID-19 context; (ii) training teachers (gender and disability inclusive) to support community learning circles and inclusiveness; (iii) provision of solar radios or relevant devices for use by community learning circles; (iv) provision of inclusive education materials; and (v) implementation of child-friendly feedback mechanisms to monitor the content, quality, and outcomes of the radio teaching programs.
- (h) Support schools ensure children's return to safe, gender-sensitive, and inclusive learning in PIE Target Schools in 16 districts, through *inter alia*: (i) rolling out the school safety protocol to schools; (ii) rolling out implementation of community outreach to encourage marginalized children to return to school, with a specific focus on messaging for girls and children with disabilities, through multiple channels; (iii) building capacity of stakeholders on the provision of psychosocial support to children and teachers in collaboration with the Recipient and schools, (iv) tracking student attendance after school reopening; and (v) provision of back-to-school incentives including through provision of learning materials or assistive devices to identified vulnerable children.

SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. *Ministry of Basic and Senior Secondary Education*

The Recipient shall:

- (a) implement the Project (including coordination and oversight) through the Ministry of Basic and Senior Secondary Education (MBSSE) with support from the Participating Agencies; and
- (b) maintain, at all times during the implementation of the Project, the MBSSE and Participating Agencies, with functions, staffing and resources satisfactory to the Bank for the purpose of ensuring overall coordination, implementation and communication of Project activities and results.

2. *The Free Education Project Secretariat*

- (a) The Recipient shall maintain throughout the implementation of the Project, the Free Education Project Secretariat (FEPS), with adequate resources, key staff including an environmental specialist, a social development specialist, a monitoring and evaluation specialist, a procurement specialist and a financial Management specialist, all with qualifications, skills and terms of reference satisfactory to the Bank; responsible for the monitoring and evaluation of the progress of the Project and the preparation of Project Reports, all in accordance with the provisions of this Agreement and of the PIM.
- (b) Notwithstanding the provisions of paragraph 2(a) above, the FEPS shall assume not later than June 30, 2021, the fiduciary management responsibility of the Project (except for the Project Implementing Entity's Respective Part of the Project) in accordance with the provisions of this Agreement and the PIM.

3. *Multi-Donor Trust Fund (MDTF) Free Education Project Steering Committee*

The Recipient shall:

- (a) maintain throughout implementation of the Project, an MDTF Free Education Project Steering Committee ("MDTFSC"), with a composition, mandate, terms of reference and resources satisfactory to the Bank;

- (b) without limitation upon the generality of the foregoing, the MDTFSC shall be co-chaired by the Minister of MBSSE or Minister of Finance (MoF) or their designees, and a representative of the Bank, and shall comprise of, *inter alia*, a representative from MBSSE, MoF, TSC, Bank and from each of the contributing Co-financiers; and
- (c) the MDTFSC shall meet at least biannually and shall be responsible for providing oversight on Project implementation, including, *inter alia*: (i) providing strategic and policy guidance on matters relating to education reforms; (ii) facilitating coordination of Project activities and ensuring synergies with other projects and programs in the sector, and making recommendations for removal of any obstacles to the implementation of the Project; and (iii) reviewing progress made towards achieving the Project's objectives.

4. *Project Fiduciary Management Unit*

- (a) The Recipient shall maintain not later than June 30, 2021, a Project fiduciary management unit ("Project Fiduciary Management Unit" or "PFMU") within the MoF with functions, staffing and resources satisfactory to the Bank for managing the fiduciary aspects of the Project.
- (b) Without limitation on the foregoing the PFMU shall not later than June 30, 2021, be responsible for the procurement, financial management, and internal audit under the Project, including: (i) preparing and reviewing procurement plans and procuring of goods, works and consultants services to be financed out of the Financing in accordance with the provisions of this Agreement; (ii) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (iii) having such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; and (iv) preparing and submitting withdrawal application to the Bank and operating the designated account for the Project.

5. *Project Implementing Entity*

The Recipient shall cause the Project Implementing Entity to: (i) carry out the implementation of its Respective Parts of the Project, in accordance with this Agreement, the Project Agreement and the Project Implementation Manual and the Subsidiary Agreement; and (ii) ensure that the Project Implementing Entity has the necessary resources to carry out its Respective Parts of the Project.

6. *Subsidiary Agreement*

- (a) To facilitate the carrying out of the Project Implementing Entity's Respective Parts of the Project, the Recipient shall enter into a subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Bank, which shall include the following provisions:
 - (i) the obligation of the Recipient to:
 - (A) make the funds under Category 2 available to the Project Implementing Entity in the form of a non-reimbursable grant; and
 - (B) take all actions necessary to permit the Project Implementing Entity to carry out the Project Implementing Entity's Respective Part of the Project and ensure the achievement of the objective thereof;
 - (ii) the obligation of the Project Implementing Entity to:
 - (A) carry out its Respective Parts of the Project in accordance with this Agreement, the Project Agreement, the Subsidiary Agreement, the Project Implementation Manual, the Anti-Corruption Guidelines, the Procurement Regulations, the Annual Work Plans and Budgets, and the Environmental and Social Commitment Plan;
 - (B) promptly refund to the Bank any proceeds from the Grant not used for purposes of carrying out the Project Implementing Entity's Respective Parts of the Project or for achieving the objective thereof, or otherwise utilized in a manner inconsistent with the provisions of this Agreement or the Project Agreement;
 - (C) at the request of the Recipient or the Bank, exchange views with the Recipient and the Bank with regard to the progress of implementation of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof, and the Project Implementing Entity's performance of its obligations under the Project Agreement, the Subsidiary Agreement, the Project Implementation Manual, the Annual Work Plans and Budgets, the Anti-Corruption Guidelines, the Procurement

Regulations, and the Environmental and Social Commitment Plan; and

- (D) promptly inform the Recipient of any condition which interferes or threatens to interfere with the implementation of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof.
- (iii) a provision stipulating that, in case of conflict between any of the provisions contained in the Subsidiary Agreement or the Project Implementation Manual, on one hand, and those set forth in this Agreement and the Project Agreement, on the other hand, the provisions of this Agreement and the Project Agreement shall prevail.
- (b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Other Arrangements

1. *Project Implementation Manual (PIM)*

- (a) To facilitate efficient implementation of the Project, the Recipient shall, carry out the Project and cause the Project Implementing Entity to carry out its Respective Part of the Project in accordance with the updated Project implementation manual (Project Implementation Manual) containing detailed guidelines with respect to: (i) a detailed description of Project activities; (ii) the specific roles and responsibilities of Participating Agencies and the Project Implementing Entity with respect to its coordination with the NGO Consortium members participating in the Project and the arrangements for ensuring coordination among them; (iii) arrangements on fiduciary matters, including financial management and procurement; (iv) institutional administration coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) social and environmental safeguards; (ix) corruption and fraud mitigation measures; (x) a grievance redress mechanism, (xi) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation, (xii) intellectual property rights as they relate to materials produced by the Project Implementing Entity; and (xiii) such other

technical and organizational arrangements and procedures as shall be required for the effective implementation of the Project in form and substance satisfactory to the Bank.

- (b) In case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. *School Grants*

- (a) In implementing Part 3(a) and (b) of the Project, the Recipient through MBSSE shall:
 - (i) make School Grants under the Project, pursuant to an agreement (School Grant Agreement) with an eligible school's respective School Management Committee to implement their respective Sub-projects as set forth in the School Improvement Plan on terms and conditions approved by the Bank and set forth in the School Maintenance/Renovation Grants Manual and the Performance-based Financing Manual.
 - (b) The Recipient, through MBSSE, in providing the School Grants, shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
 - (i) suspend or terminate the right of the respective School Management Committee to use the proceeds of the School Grants, or obtain a refund of all or any part of the amount of the School Grant then withdrawn, upon the School Management Committee's failure to perform any of its obligations under the School Grant Agreement;
 - (ii) require a School Management Committee to: (A) carry out its Sub-projects with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of IBRD loan and IDA credit and grant proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; and (C) procure the goods, works and services, in accordance with the Performance Based Financing Manual and the provisions of this Agreement;

- (iii) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-projects and the achievement of their objectives;
 - (iv) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-projects;
 - (v) at the Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank;
 - (vi) enable the Recipient and the Bank to inspect the Sub-projects, its operation and any relevant records and documents; and
 - (vii) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing.
- (c) The Recipient, through MBSSE, shall exercise its rights under each School Grant Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any School Grant Agreement or any of its provisions.
 - (d) In case of any inconsistency between the School Grant Agreement and this Agreement, this Agreement shall prevail.

3. *Annual Work Plan and Budget*

- (a) The Recipient shall prepare and furnish to the Bank not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during

said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget”).

- (c) The Recipient shall not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Bank.

C. Implementation Arrangements under Part 5 of the Project (Contingency for Emergency Response)

- 1. In order to ensure the proper implementation of Part 5 of the Project after the occurrence of an Eligible Emergency, and prior to the carrying out of any activities under said Part of the Project, the Recipient shall take the following measures:
 - (a) determine that an Eligible Emergency has occurred, and the Bank has agreed with said determination;
 - (b) furnish to the Bank a list of proposed investments and a request to finance the Eligible Expenditures under Category (4) of the Original Agreement in order to respond to said Eligible Emergency;
 - (c) cause the PIM to be updated and adopted as needed, defining the scope of activities, implementation arrangements, procurement and disbursement arrangements under Part 5 of the Project; and
 - (d) prepare, disclose and consult or cause to be prepared, disclosed and consulted on all Safeguards Instruments required for said activities, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement; all under terms and in a manner satisfactory to the Bank.

D. Environmental and Social Standards

- 1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

- (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

6. The Recipient shall, and shall cause the Project Implementing Entity 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 Bank.
7. The Recipient shall, and shall cause the Project Implementing Entity 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. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include:
 - (i) this Agreement, all addenda thereof, and any amendments thereto;
 - (ii) the Recipient's financial and narrative progress reports submitted to the Bank;
 - (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records;
 - (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and
 - (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the Bank are:
 - (i) able to examine all records referred to above in paragraph (a);
 - (ii) provided all such information concerning such records as they may from time to time reasonably request; and
 - (iii) able to disclose such records and information to the Donor(s).

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

| Category | Amount of the Grant Allocated (expressed in USD) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|---|---|
| (1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Part 6 (a)-(e) of the Project | 3,350,000 | 100% |
| (2) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Part 6 (f)-(h) of the Project | 3,500,000 | 100% |
| TOTAL AMOUNT | 6,850,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is January 31, 2022.

APPENDIX

Definitions

1. “Annual School Census” means a school census conducted annually by MBSSE.
2. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Bank and referred to in Section I.B.3 of Schedule 2 to this Agreement.
3. “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.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Concern Worldwide” means a company registered in Ireland as limited by guarantee (No. 39647) and as a charity (No. 20009090) or its successor.
6. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
7. “COVID-19 Education Emergency Response Plan” means the COVID-19 education emergency plan developed by the MBSSE.
8. “Directorate of Planning and Policy” means the directorate responsible for policy and planning within MBSSE.
9. “Education Management Information System” or “EMIS” means an information technology-based system for the collection, processing, maintenance and dissemination of education data and information.
10. “Eligible Emergency” means a natural or man-made crisis or disaster that has caused, or is likely to imminently cause, a major adverse impact in the Recipient’s territory, as will be further defined in the updated PIM.
11. “Emergency Expenditures” means the Eligible Expenditures under Category (4) of the Project.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated December 16, 2020, 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.

13. “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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
14. “Focus 1000” means a non-governmental organization in the Recipient’s territory, registered with MoPED and responsible for facilitating the community to prepare and own programs that ensure children and young people their full potential, or its successor.
15. “FoRUT” or “Foundation for Rural Urban Transformation” means a non-government organization in the Recipient’s territory, registered with MoPED and responsible for contributing to the social mobilization of the poor and oppressed to have better living conditions and basic human rights, or its successor.
16. “Free Education Project Secretariat” or “FEPS” means the unit established by the Recipient for purposes of Project implementation and coordination, and to be maintained as provided for in Section I.A.2 of Schedule 2 to this Agreement.
17. “Humanity and Inclusion/Handicap International” means a not for profit organisation set up under the non-profit French law dated July 1, 1901 Loi du 1er juillet 1901 relative au contrat d'association, listed in the SIRENE register under the number 519 655 997, or its successor.
18. “MBSSE” means the Recipient’s Ministry of Basic and Senior Secondary Education or its successor.
19. “MDTF Free Education Project Steering Committee” means the committee set up by the Recipient with a composition, mandate, terms of reference and resources

satisfactory to the Bank and responsible for providing oversight on Project implementation as referred to in Section I.A.3 of Schedule 2 to this Agreement.

20. “MoPED” means the Recipient’s Ministry of Planning and Economic Development, or its successor.
21. “National Learning Assessment Framework” means MBSSE’s framework for guiding the assessment of the learning outcomes of students.
22. “NGO Consortium” means a group of non-governmental organizations comprising of Focus 1000, Concern Worldwide, Street Child of Sierra Leone, Humanity and Inclusion operating as Handicap International, FoRUT and Plan International Sierra Leone working with the Project Implementing Entity to implement its Respective Part of the Project.
23. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Bank pursuant to the provisions of Section I.B.3 of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of contractual staff, but excluding the salaries of the Recipient’s civil service, meeting and sitting allowances and honoraria to said staff; and other reasonable expenditures directly associated with implementation of the Project activities.
24. “Original Agreement” means the financing agreement entered into between the Recipient and the Association, dated July 13, 2020.
25. “Original Project” means the project activities described in Schedule 1 to the Original Agreement.
26. “Participating Agencies” means MBSSE, TSC, WAEC, and District Education Offices and other agencies that may be agreed with the Bank.
27. “Performance-based Financing Manual” means the Recipient’s manual to guide administration of Performance-Based School Grants.
28. “Performance-based School Grant” means a grant made or proposed to be made out of the proceeds of the financing by MBSSE to Targeted Primary Schools and referred to in Part 3(a) of the Project.
29. “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.

30. “Plan International Sierra Leone” means a development and humanitarian organization in the Recipient’s territory, registered with MoPED and responsible for advancing children’s rights and equality for girls, or its successor.
31. “Project Fiduciary Management Unit” or “PFMU” means the unit referred to in Section I.A.4 of Schedule 2 to this Agreement.
32. “Project Implementation Manual” or “PIM” means the Recipient’s manual dated December 24, 2019, and referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time by agreement with the Bank.
33. “Project Implementing Entity” means Save The Children Fund, a company registered in England and Wales as limited by guarantee (178159); and registered as a charity in England and Wales (213890) and Scotland (SC039570), whose registered office is at 1 St John’s Lane, London EC1M 4AR, United Kingdom.
34. “PIE Target Schools” means the schools which benefit from interventions provided by the Project Implementing Entity under its Respective Part of the Project.
35. “Respective Parts of the Project” means, with respect to the Recipient through the MBSSE: Parts 1 to 5; 6 (a)-(e) of the Project, and with respect to the Project Implementing Entity, Parts 6 (f)-(h) of the Project.
36. “School Catchment Area Plan” means a plan to be developed by the Recipient to provide the evidence base for long-term planning and, guide a range of interventions including civil works and teacher deployment.
37. “School Grant Agreement” means an agreement entered into, or to be entered into, between MBSSE and the School Management Committee for the purpose of extending a Grant and referred to in Section I.B.2(a) of Schedule 2 to this Agreement.
38. “School Grants” means the Performance-based School Grants and School Maintenance/Renovation Grants.
39. “School Improvement Plan” means a plan to be prepared by the schools to outline activities for improving teaching and learning.

40. “School Maintenance/Renovation Grant” means a grant made or proposed to be made by MBSSE to Targeted Primary Schools and referred to in Part 3(b) of the Project.
41. “School Maintenance/Renovation Grant Manual” means the Recipient’s manual to guide administration of School Maintenance/Renovation Grants.
42. “School Management Committee” means a committee in each school for purposes of implementing school level Project activities.
43. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
44. “Street Child of Sierra Leone” means a non-governmental organization in the Recipient’s territory, registered with MoPED and working on education, child protection and livelihoods, or its successor.
45. “Subsidiary Agreement” means the agreement referred to in Section I.A.6 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
46. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
47. “Sub-Project” means a sub-project included in a School Improvement Plan and to be financed from the proceeds of the School Grants under Parts 3(a) and 3(b) of the Project.
48. “Targeted Primary Schools” means schools to which, or for whose benefit a Performance-Based School Grant or a School Maintenance/Renovation Grant is made or proposed to be made for delivery of education services/outcomes or to carry out maintenance/renovation works.
49. “Training” means the training provided under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity (other than those for consultants’ services) travel and subsistence expenditures and other travel-related allowances for training participants such as *per diems* and reasonable accommodation costs, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation, all based on periodic budgets acceptable to the Bank.

50. "TSC" means the Teaching Service Commission established and operating pursuant to the Sierra Leone Teaching Service Commission Act, Number 1 of 2011; or its successor.
51. "WAEC" means the West African Examination Council.