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GPEF GRANT NUMBER TF 0A3052

*Global Partnership for Education Fund*

**Grant Agreement**

(Education Quality Improvement Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION and  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as trustee of the Global Partnership for Education Fund

Dated APRIL 19, 2017

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**GLOBAL PARTNERSHIP FOR EDUCATION FUND  
GRANT AGREEMENT**

AGREEMENT dated APRIL 19, 2017, entered into between the DEMOCRATIC REPUBLIC OF CONGO (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as trustee of the Global Partnership for Education Fund.

The Recipient and the World Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012 (“Standard Conditions”), constitute an integral 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 this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed one hundred million United States Dollars (\$100,000,000) (“Grant”) to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**  
**Effectiveness; Termination**

- 4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing, 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.
- 4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World 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 World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article V**  
**Recipient's Representative; Addresses**

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

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance  
*Boulevard du 30 juin*  
*Avenue Lubefu No. 20, Commune de la Gombe*  
Kinshasa 1  
Democratic Republic of Congo

Email: [cabfinances@minfinrdc.com](mailto:cabfinances@minfinrdc.com)

Tel.: +243 825852240

5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Telex:

Facsimile:

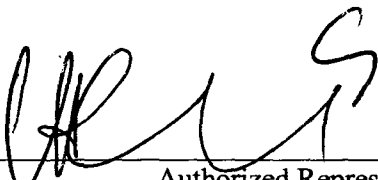
248423 (MCI) or  
64145 (MCI)

1-202-477-6391

AGREED at *District of Columbia, United States of America*, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By:

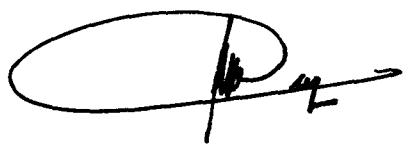
  
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Authorized Representative

Name: H.E. HENRY YAV MULANGA

Title: MINISTER OF FINANCE

INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as trustee of the Global Partnership for Education  
Fund

By:

  
\_\_\_\_\_  
Authorized Representative

Name: AHMADOU HOUSTAPHA NDIAYE

Title: COUNTRY DIRECTOR

## SCHEDULE 1

### Project Description

The objectives of the Project are to improve the quality of learning in primary education and to strengthen sector management.

The Project consists of the following parts:

#### **Part A: Quality of Learning in Primary Education**

1. Provision of technical assistance for:
  - (a) undertaking a study of existing Early Childhood Education (ECE) models compiling data related to socio-economic background and child development, and development of national minimum quality standards for ECE; and
  - (b) the improvement of ECE teachers' competencies through: (i) the strengthening of in-service training modules to include competencies to address early learning needs of children age 3 to 5, and provision of training; (ii) the development of teacher guides and of guides for assembling teaching materials; and (iii) the delivery of interactive audio instructions including the acquisition and distribution of required basic equipment.
2. Carrying out:
  - (a) a reform of teachers' training through: (i) the professionalization of pre service training with the reorganization of the existing humanity pedagogical (HP) stream; (ii) the renovation and rehabilitation of four teacher training institutions (TTIs) in Selected Provinces; (iii) the operationalization of said TTIs including the development of prospectus, training programs as well as a public information and communication campaign; and (iv) the strengthening of in-service training including related capacity building;
  - (b) a teachers' support program through: (i) the development of a new model for school inspection and pedagogical support and the development of new job descriptions for school directors; and (ii) the development and provision of a training program for school leadership, school development plans and classroom observation techniques; and
  - (c) a teachers' management program through: (i) the development of mechanisms for the competitive recruitment of teachers and their deployment; and (ii) studies to strengthen teachers' management.

3. (a) the publication, printing and distribution of, throughout the Recipient's territory: (i) textbooks and teacher guides in reading in four national languages in grades 1, 2 and 3; (ii) mathematics textbooks and teacher guides for grades 1, 2 and 3; and (iii) science textbooks for grades 2 and 3, and teacher guides;
- (b) the provision and distribution of complementary classroom aids such as flash cards for French language teaching, wall charts for science in grade 1; and
- (c) strengthening and building capacity in: (i) publishing of student books and teacher guides; (ii) adopting a textbook policy; (iii) reviewing and improving textbook evaluation, selection and distribution process; (iv) developing a handbook and related training on textbooks management; (v) providing training to inspectors, school directors and teachers in early grades literacy and numeracy in national languages; and (vi) undertaking a study to assess the need for establishing a dedicated unit for textbook-related work.

**Part B: Strengthen Sector Management**

1. Establishing an independent unit for undertaking standardized students' learning assessments (CIEAS), including related small-scale rehabilitation and operational costs.
2. Improving accountability and support among administrative offices and schools through: (i) the provision of grants to Beneficiaries in Selected Provinces under a performance-based financing ("PBF") program; (ii) operational support for the implementation of the PBF program; (iii) restructuring of the schools' administrative offices; (iv) capacity building of stakeholders; (v) audits of the PBF program; and (vi) a communication campaign for the PBF program.
3. Implementing a strategy aimed at increasing the participation of girls in education.

**Part C: Management, Monitoring and Evaluation of the Program**

1. Supporting the management, coordination, monitoring the Project's activities and the evaluation of the outcomes, including: (i) data collection exercises; (ii) development and implementation of surveys on citizen engagement and on the impact of the Project's PBF program; (iii) carrying out a study on the individual determinants of dropouts with a view to improve retention of students and re-enrollment of dropouts; and (iv) carrying out the Project's audits; and
2. Technical assistance for: (i) monitoring and evaluating the Education and Training Sector Strategy (SSEF) implementation; (ii) supporting the advancement of

reforms related to the implementation of basic education; and (iii) building the capacity of the Permanent Secretariat Supporting and Coordinating Education (SPACE) for monitoring and evaluation, sector planning, public finance and training engineering.



## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation arrangements:

##### 1. Steering Committee

- (a) The Recipient shall maintain at all times during the implementation of the Project, a committee with functions and resources satisfactory to the World Bank ("Steering Committee").
- (b) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be responsible for, *inter alia*, oversight of the Project's activities, the approval of Annual Work Plan and Budgets, the assessment of the implementation of the Project and the endorsement of major decisions on the Project.
- (c) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be chaired by the minister in charge of the MEPSP and shall include as representatives the Recipient's ministers in charge of higher and tertiary education, social affairs, planning, finance, budget, and stakeholders.

##### 2. Project Coordination Team

- (a) The MEPSP shall have the institutional responsibility for the Project, and it shall be accountable for Project management, supervision and coordination.
- (b) To this end, the MEPSP shall maintain within its Secretary General's office, the PCT, with functions and resources satisfactory to the World Bank.
- (c) The PCT shall be responsible for the overall day-to-day implementation and fiduciary oversight (procurement, financial management, monitoring and evaluation) of the Project.
- (d) The PCT shall be headed by the Secretary General who will also serve as Project coordinator, and shall comprise of, *inter alia*: (i) an executing assistant; (ii) an administrative assistant; (iii) a monitoring and evaluation

specialist; (iv) a senior procurement specialist; (v) a procurement assistant; (vi) a financial management specialist; and (vii) an accountant.

- (e) Each of the Recipient's technical directorates responsible for key Project components shall designate a focal point to facilitate liaison with the PCT on their respective sphere of responsibilities.

**3. Permanent Secretariat Supporting and Coordinating Education**

The Permanent Secretariat Supporting and Coordinating Education (SPACE) shall, in coordination with the PCT, ensure donor coordination and provide technical expertise on educational issues.

**4. CTA PBF**

CTA PBF shall be responsible for implementing the PBF activities under Part B.2(i) of the Project, in collaboration with the Recipient's technical directorates.

**B. Performance Based Financing Grants**

In order to ensure the proper implementation of Part B.2(i) of the Project, the Recipient shall make Performance-Based Financing grants to Beneficiaries for achieving specific performance targets ("PBF Grants"), on the basis of eligibility criteria, contractual arrangements and detailed procedures acceptable to the World Bank, and as stipulated in the Project Implementation Manual.

**C. Annual Work Plans and Budgets**

1. The Recipient shall prepare, and furnish to the World Bank for its approval, not later than December 15 of each year during the implementation of the Project (or such later date as the World Bank may agree), an annual work plan and budget ("Annual Work Plan and Budget") containing all eligible Project activities and expenditures planned for the following fiscal year, including a specification of the source or sources of financing for all eligible expenditures.
2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Steering Committee and the World Bank for the respective Recipient's fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and

justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the World Bank.

**D. Project Implementation Manual**

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual which shall include provisions on the following matters: (a) capacity building activities for sustained achievement of the Project's objectives; (b) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (c) procurement management procedures; (d) institutional administration, coordination and day to day execution of Project activities; (e) monitoring and evaluation; (f) reporting; (g) information, education and communication of Project activities and results; (h) the eligibility criteria, contractual arrangements, and detailed procedures for provision of Performance-Based Grants under Part B.2.(i) of the Project; (i) the eligibility criteria and detailed procedures for the selection and approval of activities under Part A. 2.(b) of the Project as well as guidelines for assessing potential environmental and social impacts of said Project activities and designing appropriate mitigation, management, and monitoring measures in respect of said impacts; and (j) such other technical and organizational arrangements and procedures as shall be required for the Project.
2. In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. Except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual, if in the opinion of the World Bank, such amendment or waiver could materially and adversely affect the implementation of the Project.

**E. Safeguards**

1. The Recipient shall ensure that the Project is implemented in accordance with the Safeguards Frameworks and the Safeguards Instruments. To that end, if any Project activities would, pursuant to the relevant Safeguards Framework, require the preparation of a Safeguards Instrument, the Recipient shall ensure that said activities shall not be implemented unless and until said Safeguards Instrument has been: (a) prepared, in accordance with the relevant Safeguards Framework and furnished to the World Bank for approval; (b) disclosed following approval of the World Bank; and (c) all measures required to be taken thereunder prior to the

commencement of said activities, have been taken. Except as the World Bank shall otherwise agree in writing, and subject to compliance with the same consultation and information disclosure requirements as applied to the adoption of the aforesaid Safeguards Instruments in the first instance, the Recipient shall not amend or waive any provision of the Safeguards Instruments.

2. The Recipient shall, in its Project Reports, report on progress made on compliance with the Safeguards Instruments under the Project, giving details of measures taken in furtherance of the Safeguards Instruments and any conditions which interfere or threaten to interfere with the timely implementation of the Safeguards Instruments, and remedial measures taken or required to be taken to address such conditions.
3. The Recipient shall ensure that all advisory, analytical, planning, institutional capacity building, strategizing and such other services carried out under the Project shall be carried out according to terms of reference, satisfactory to the World Bank, requiring such services to deliver products which take into account, and are consistent with, the World Bank's social and environmental safeguards policies.

**F. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**G. Donor Visibility and Visit**

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors' support for the Project.
2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall upon the World Bank's request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Recipient's territory for purposes related to the Project.

**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 World 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 World 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 Donors.

**A. Project Reports; Completion Report**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators elaborated in the Project Implementation Manual acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.
3. No later than twenty-four (24) months after the Effective Date, or on such other date acceptable to the World Bank, the Recipient shall, in conjunction with the World Bank, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project.
4. The Recipient shall prepare and furnish to the World Bank one (1) month prior to the beginning of the Mid-term Review, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives of the Project during the period following such date.
5. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the World Bank to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

**B. Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.
4. The Recipient shall recruit, no later than two (2) months after the Effective Date: (a) an internal auditor; (b) a financial management specialist; and (c) an accountant, all in accordance with the provisions of Section III of this Schedule 2, and each with skills, experience and qualifications acceptable to the World Bank.

**Section III. Procurement**

**A. General**

1. **Procurement and Consultant Guidelines.** All goods, works, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (a) Section I of the Procurement Guidelines in the case of goods, works and non-consulting services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and
  - (b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan.
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, Works and Non-Consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-Consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) Shopping; (c) Direct Contracting; (d) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; (e) Performance Based Procurement; and (f) National Competitive Bidding, subject to the additional provisions in paragraph 3 below.
3. National Competitive Bidding (“NCB”) may be used subject to using the open procedure (“*appel d’offres ouvert*”) set forth in the Recipient’s Public Procurement Law No 10/010 dated April 27, 2010 (the “PPL”) and the Manual of Procedures of the PPL as per Recipient’s Decree No 10/22 dated June 2, 2010 (the “Manual of Procedures”); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:
  - (a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under NCB shall be found acceptable to the World Bank before their use during the implementation of the Project.
  - (b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process.
  - (c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient’s Procurement Regulator (*Autorité de Régulation des Marchés Publics*) and bidders should be given at least thirty (30) days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later.

- (d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents.
- (e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no "blanket" limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents.
- (f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient.
- (g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient's Procurement Regulator (*Autorité de Régulation des Marchés Publics*) website.
- (h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.
- (i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance.
- (j) **Requirement for administrative documents and/or tax clearance certificate:** The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract.
- (k) **Modifications of a Signed Contract:** Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done



through an amendment to the signed contract instead of signing a new contract.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Selection of Individual Consultants; (f) Single-source Selection of consulting firms; and (g) Single-source procedures for the Selection of Individual Consultants.

**D. Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**E. Document Retention**

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (1) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (2) shall furnish such documentation to the World Bank at any time upon request; and (3) shall hereby authorize the World Bank to disclose such documentation to the Donors.

**Section IV. 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; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, Training, Operating costs, non-consulting services, and consultants’ services:		100%
(a) under Parts A.1(a), A.2(a)(i) and (iv), A.2(b) and (c), A.3(a)(i), A.3(c), B.1, B.2(ii), (iii) and (iv), B.3, and C of the Project	56,000,000	
(b) under Subprojects	30,000,000	
(2) PBF Grants under Part B.2(i) of the Project	14,000,000	100% of amounts paid by the Recipient under the PBF Grants
<b>TOTAL AMOUNT</b>	100,000,000	

**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 date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$20,000,000 may be made for payments made prior to this date but on or after April 15, 2016, for Eligible Expenditures under Category (1)(a); or

- (b) under Category (1)(b), until and unless the Subproject in respect of which the withdrawal is requested has attained, to the satisfaction of the World Bank, the prior objective(s) to which it is linked under the Project.
- 2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is February 28, 2021.

**Section V. Other Undertaking**

- A. The Recipient shall, no later than three (3) months after the Effective Date of this Agreement, recruit for the Project a procurement specialist and a procurement assistant, in accordance with Section III of this Schedule 2, each with experience, skills and qualifications acceptable to the World Bank.

## APPENDIX

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means 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.
3. “Beneficiaries” means approximately 1,350 schools and their administrative offices in Selected Provinces.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
5. “CTA-PBF” means the unit within the MEPSP-INC responsible for implementing the Performance Based Financing program under the Project.
6. “Environmental and Social Management Framework” or “ESMF” means the ESMF prepared by the Recipient, satisfactory to the World Bank, disclosed at the World Bank on October 28, 2016, and in country on October 31, 2016, providing details about the process for management of the environmental and social aspects of the activities to be carried out under the Project, as the same may be amended from time to time with the World Bank’s prior written concurrence.
7. “Environmental and Social Management Plan” or “ESMP” means an environmental management plan or plans to be prepared by the Recipient in accordance with the ESMF (as hereinafter defined), and to be duly disclosed in country and in the World Bank, that set out the environmental protection measures, including measures for the protection of physical cultural resources, in respect of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plan, as said plan may be revised from time to time with the prior written agreement of the World Bank, and such term includes all schedules and agreements supplemental thereto.
8. “Indigenous Peoples Framework” or “IPPF” means the Recipient’s indigenous peoples’ planning framework for the Project, entitled *Projet D’Amélioration de la Qualité de l’Education – Cadre de Planification en Faveur des Populations Autochtones*, and disclosed on October 29, 2016.
9. “Indigenous Peoples Plan” or “IPPP” means the document to be adopted by the Recipient, which: (a) outlines measures to ensure culturally appropriate social and economic benefits under the Project and avoid, minimize, or mitigate or

compensate for any potential adverse effects associated with activities to be implemented under the Grant; and (b) consists, *inter alia*, of sections dealing with social screening processes for the Project, as published and available to the public on the MEPSP-INC website, as the same may be amended from time with the World Bank prior written approval.

10. “MEPSP” or “Ministry of Primary, Secondary and Professional Education” means the Recipient’s ministry responsible for primary, secondary and professional education.
11. “Operating Costs” means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: dissemination of Project related information, travel costs, lodging and *per diem* for field trips related to Project implementation; vehicle rent; supplies and utilities; salaries of contractual staff; mail, advertisement costs, translation costs, commercial bank charges, communication costs, office equipment and maintenance, hardware and software, as such costs shall be agreed with the World Bank on an annual basis, but excluding salaries of officials and/or employees of the Recipient’s civil service.
12. “Performance-Based Financing Grant” or “PBF Grant” means a grant made or proposed to be made by the Recipient to approximately 1350 schools and their administrative offices in Selected Provinces for achieving performance targets elaborated in the Project Implementation Manual; and PBF Grants means, collectively, two or more such grants.
13. “Performance-Based Financing” or “PBF” means an approach whereby financial incentives in the form of grants are provided conditional on performance.
14. “Permanent Secretariat Supporting and Coordinating Education” or “SPACE” means the Recipient’s secretariat responsible for supporting and coordinating education.
15. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
16. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 24, 2016, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
17. “Project Coordination Team” or “PCT” means the team responsible for the Project’s implementation, described in Section I.A.2 of Schedule 2 to this Agreement.

18. "Project Implementation Manual" means the manual referred to in Section I.D of Schedule 2 to this Agreement.
19. "Safeguards Frameworks" means, collectively, the ESMF and the IPPF.
20. "Safeguards Instruments" means, collectively, the ESMP and the IPPP.
21. "Selected Provinces" means the Recipient's provinces of Equateur, Sud-Ubangi, Tshuapa, Mongala, Nord-Ubangi, Kasai, Kasai Central, Lomami and Tanganyika.
22. "Subproject" means a specific development project, selected in accordance with the provisions of the Project Implementation Manual and linked to agreed-upon objectives, which is proposed to be carried out by the Recipient under Parts A.2(a)(ii) and (iii), A.3(a)(ii) and (iii), and A.3(b) of the Project to further the efficiency and sound development of the Recipient's education sector.
23. "Steering Committee" means the committee described under Section I.A.1(a) of Schedule 2 to this Agreement and established by the Recipient's inter-ministerial order No. MINBUDGET/CABMIN/003/2013, No. MINPLAN/ CABMIN/ O32/ 2013, No. MINESURS/ CABMIN/ 020/ 2013, No. MINEPSP/ CABMIN/ 0069/ 2013, No. NASAHSN/ CABMIN/ 002/ 2013, No. MINGEFAE/ CABMIN/ 001/ 2013, No. MINFINANCES/ CABMIN/ 707/ 3013 dated February 13, 2013.
24. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.