

CONFORMED COPY

CREDIT NUMBER 4475 - BD

Financing Agreement

(Secondary Education Quality and Access Enhancement Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 14, 2008

CREDIT NUMBER 4475 - BD

FINANCING AGREEMENT

AGREEMENT dated August 14, 2008, entered into between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to eighty million three hundred thousand Special Drawing Rights (SDR 80,300,000) (variously "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 1 and August 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that any of the Cooperation Agreement, the MOU, the Agrani Bank Participation Agreement, the DPHE Participation Agreement, or the LGED Participation Agreement, has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the carrying out of the Project.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient, without the Recipient having taken timely and appropriate action satisfactory to the Association to redress the situation.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Secretary or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary, or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

6.02. The Recipient's Address is:

Economic Relations Division
Ministry of Finance
Government of the People's Republic of Bangladesh
Sher-E-Bangla Nagar
Dhaka, Bangladesh

Facsimile:

88028813088

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS

248423 (MCI)

1-202-477-6391

Washington, D.C.

AGREED at Dhaka, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By

/s/ Mohammad Mejbahuddin
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Vinaya Swaroop
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient in improving the quality of its secondary education and monitoring of learning outcomes systematically, and in increasing access and equity in education in Project Upazilas.

The Project consists of the following parts:

Part A: Improving Education Quality and Monitoring Learning Levels

1. Provision of monetary incentives, in the form of awards and grants, to rural students, teachers and Project Educational Institutions to encourage them to reach and maintain higher levels of achievement.
2. Improving the performance of students and classroom teaching-learning processes and interaction through: (a) the provision of training and post-training support for rural secondary level teachers of English Language and Mathematics; (b) the organization of additional classes in about 3,000 Project Educational Institutions before/after regular classes or during holidays; and (c) the organization of orientation programs for about 10,000 head teachers and assistant head teachers.
3. Provision of technical advisory services and equipment to facilitate: (a) the setting up of a reading program at classroom levels for grades 6 to 10, in about 4,400 Project Educational Institutions; (b) the acquisition of age- and ability-appropriate books in Bangla and English; (c) the training of teacher-organizers in the maintenance and operation of institutional libraries; (d) the carrying out of end-of-year tests; and (e) the design and implementation of an annual book reading incentive system.
4. Provision of technical advisory services and equipment to measure the quality of learning, on a sample basis, by administering internationally comparable and national curriculum-based numeracy and literacy testing, including: (a) the development of testing instruments for Mathematics and English; (b) the administration of such instruments, and processing and analysis of data; and (c) the dissemination of findings to stakeholders at all levels.

Part B: Improving Equity and Access

1. Increasing access and retention of poor children in Project Educational Institutions through the provision of stipends based on PMT-based pro-poor targeting.

2. Financing of the Recipient's ongoing stipends program and pro-poor self-targeting program, until the PMT-based pro-poor targeting carried out under Part B.1 above have been scaled-up to cover all Project Upazilas.
3. Improving the water and sanitation facilities in selective Project Educational Institutions, including: (a) testing of existing Project Educational Institutions' tube-wells for arsenic contamination; (b) the carrying out of arsenic awareness programs and provision of safe drinking water in about 2000 Project Educational Institutions, including in those without tube-wells; and (c) construction of twin latrines for boys and girls in about 2000 Project Educational Institutions.

Part C: Institutional Capacity Strengthening

1. Provision of technical advisory services, equipment and logistical assistance to the Implementing Agencies to facilitate the carrying out of the different activities under the Project.
2. Strengthening of the capacity of MOE to provide services at the central, Upazila, and community levels through the organization of focused orientation/workshops, and provision of in-country and international training.
3. Enhancing accountability and transparency in the Project Educational Institutions through the provision of technical advisory services and equipment to: (a) facilitate the establishment of School Management Committees, the Madrasah Management Committees and the Parent-Teachers Associations, or to strengthen those that are already in existence; (b) design and implement training programs; (c) carry out social campaigning; and (d) design and implement a Project Educational Institutions' report card system.
4. Increasing awareness among all key stakeholders of the Project through the carrying out of educational awareness and community mobilization programs, including the provision of technical advisory and multimedia campaign services.

Part D: Monitoring and Evaluation

1. Strengthening of the capacity of the MOE and the Implementing Agencies to monitor and carry out annual census of Project Educational institutions, and collect, maintain, analyze, and disseminate data, through the provision of training, specialized technical assistance and equipment.
2. Provision of technical advisory services, training, equipment and logistical assistance to evaluate the impact of the Project, including the development of a detailed baseline survey, and follow-up surveys to measure the effectiveness and impact of the Project on access, equity and quality of education.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and the Stipends Manual, and except as the Association shall otherwise agree, the Recipient shall not amend or waive any provision thereof if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.
2. The Recipient shall carry out Part A of the Project through DSHE, Part B of the Project through DSHE, DPHE and LGED, Part C of the Project through DSHE, and Part D of the Project through DSHE with the assistance of BANBEIS.
3. The Recipient shall establish, and maintain until the completion of the Project, a Project Unit within DSHE, with the terms of reference and staffing acceptable to the Association.
4. The Recipient shall establish, and maintain until the completion of the Project, a MEW within DSHE, with the terms of reference and staffing acceptable to the Association.
5. The Recipient shall cause every Project Educational Institution to establish and maintain until the completion of the Project, a SMC or a MMC, and a PTA with terms of reference acceptable to the Association.
6. The Recipient shall, by no later than December 31 of each year, and prior to declaring eligibility of a Project Educational Institution for funds for the subsequent Academic Year, enter into an annually renewable Cooperation Agreement with each such Project Educational Institution, in form and substance satisfactory to the Association.
7. For the purpose of carrying out banking activities under Parts A1, A2, B1 and B2 of the Project, the Recipient shall appoint Agrani Bank. For this purpose, the Recipient shall, through MOE enter into a Participation Agreement with Agrani Bank satisfactory to the Association, which shall provide, *inter alia*, for: (a) the procedures for distributing stipends, grants and awards to students, teachers and Project Educational Institutions; (b) Agrani Bank's responsibilities on maintaining records; and (c) auditing of Agrani Bank's activities under Parts A1, A2, B1 and B2 of the Project.

8. Prior to carrying out Part B1 of the Project, the Recipient shall cause MOE and LGED to enter into a Participation Agreement, satisfactory to the Association, including, *inter alia*, detailed provisions regarding the implementation of the PMT scheme and related services.
9. Prior to carrying out Part B3 of the Project, the Recipient shall cause MOE and DPHE to enter into a Participation Agreement, in form and substance satisfactory to the Association, including, *inter alia*, provisions regarding tube-well testing for arsenic contamination and related services.
10. Prior to carrying out Part D1 of the Project, the Recipient shall through MOE enter into a MOU with BANBEIS, satisfactory to the Association.
11. The Recipient shall: (a) by March 1 and September 1 of each year, commencing in March 1, 2009, carry out a comprehensive review of the progress of the Project during the preceding Academic Year; and (b) promptly furnish to the Association with the findings and recommendations of such review as well as a work program for the following Academic Year, for concurrence of the Association.
12. The Recipient shall, no later than June 30 each year, cause MOE to prepare and furnish to the Association for its concurrence, a detailed training plan for the following twelve-month period.

B. Anti-Corruption

1. The Recipient shall carry out the Project in accordance with the provisions of the Anti-Corruption Guidelines.

C. Environment and Social Safeguards

1. The Recipient shall: (a) maintain, in a form and substance satisfactory to the Association, the Environmental Management Framework; and (b) implement the said Framework in accordance with the objectives, policies, procedures, time schedules and other provisions set forth in the Framework.
2. The Recipient shall: (a) implement the TDP in accordance with the objectives, policies, procedures, time schedules and other provisions set forth in the said TDP; (b) refrain from taking any action which shall prevent or interfere with the implementation of the TDP.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

| |
|---|
| 1. Completion rate in Grade 10 |
| 2. Number of students appearing in SSC |
| 3. SSC pass rate for poor and non-poor |
| 4. Monitoring of learning levels in secondary school (in Math and English) |
| 5. Gender parity (male/female) in enrollment in grades 6 to 10 increases |
| 6. Percentage share of poor children in total enrolment in secondary Project Educational Institutions |

2. The Recipient shall:
- (i) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about November 30, 2010, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 above, on the progress achieved in the carrying out of the Project during the period preceding the date of said report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
- (ii) review with the Association, by February 28, 2011, or such later date as the Association shall request, the report referred to in sub-paragraph (i) above, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions

and recommendations of the said report and the Association's views on the matter.

3. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than June 30, 2014.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, as part of the Project Report, not later than one month after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General 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 Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding following the Procurement Guidelines.
2. **Procurement of Goods and Works through the Recipient's Procurement Laws.** Within the overall context of Procurement Guidelines, procurement of goods estimated to cost less than US\$300,000 per contract, and works estimated to cost less than US\$1,000,000 per contract, will follow the Recipient's Procurement Laws. The following table specifies the methods of procurement to be used in accordance with the Recipient's Procurement Laws. The Procurement Plan shall specify the circumstances under which such methods may be used:

| Procurement Method | |
|---------------------------|------------------------------|
| (a) | National Competitive Bidding |
| (b) | Shopping |
| (c) | Community Participation |

For the purpose of National Competitive Bidding, the following shall apply: (a) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder; and (b) bids should be submitted and opened in public in one location immediately after the deadline for submission.

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, following the Consultant Guidelines.
2. **Other Methods of Procurement of Consultants' Services.** Within the overall context of the Consultant Guidelines, procurement of services of firms (for which the shortlist may be comprised entirely of national consultants) estimated to cost less than US\$200,000 per contract, and services of individual consultants estimated to cost less than US\$50,000 per contract will follow the Recipient's Procurement Laws. The following table specifies methods of procurement, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

| Procurement Methods | |
|----------------------------|----------------------------------|
| (a) | Quality-Based Selection (QBS) |
| (b) | Fixed Budget Selection (FBS) |
| (c) | Consultant's Qualifications (CQ) |
| (d) | Single-Source Selection (SSS) |
| (e) | Individual Consultants (IC) |

D. Review by the Association of Procurement Decisions

1. Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) the first contract for goods by each Implementing Agency following the National Competitive Bidding method, regardless of value, and thereafter all contracts estimated to cost US\$300,000 equivalent or more, regardless of the procedure; (b) the first contract for works following the National Competitive method, regardless of value, and thereafter all contracts estimated to cost US\$500,000 equivalent or more, regardless of the procurement method applied; (c) each contract for consultants' services provided by a firm, estimated to cost the equivalent of \$100,000 or more; (d) each contract for services of individual consultants, estimated to cost the equivalent of \$50,000 or more; and (e) all contracts for consultants' services procured under single source selection. All other contracts shall be subject to Post Review by the Association.

E. Other Undertaking

1. To oversee the procurement processes under the Project, the Recipient shall maintain, within DSHE, a procurement Core Team (PCT), consisting of a minimum of three members, including two external independent experts on technical and procurement matters. The PCT shall be responsible, *inter alia*, for: (i) reviewing the bidding documents for large contracts that are subject to Prior Review; (ii) carrying out the ex-post review of bidding procedures, followed in smaller contracts that are not subject to Prior Review; and (iii) making site visits and checking the quality of procurement of goods and works and performance of the suppliers/contractors.
2. The Recipient shall: (i) implement a Procurement Risk Mitigation Framework, in form and substance acceptable to the Association; (ii) include two external independent experts of the PCT referred to in paragraph 1 above, as members, in each bid evaluation committee, for all contracts subjected to Prior Review; and (iii) submit to the Association, on a quarterly basis, a report detailing the procurement process, the implementation of the said Procurement Risk

Mitigation Framework and the quality of goods, services and works delivered under the Project.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Credit Allocated (expressed in SDR) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|--|---|
| (1) Goods and works | 1,870,000 | 38% |
| (2) Awards and grants under Part A1 and A2, stipends under Part B.2 of the Project | 20,560,000 | 100% |
| (3) PMT-based stipends under Part B1 of the Project | 40,950,000 | 100% |
| (4) Consultants’ services, training, studies, and workshops | 10,450,000 | 100% |
| (5) Unallocated | 6,470,000 | |
| TOTAL AMOUNT | 80,300,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement;
 - (b) for payments made under Categories (2) and (3), unless: (i) expenditures have been made in conformity with the criteria described in the Project Implementation Manual and in the Stipends Manual; and (ii) the Association has approved the work program prepared by the Recipient for the forthcoming Academic Year pursuant to paragraph 11(b) of Section I.A of Schedule 2 to this Agreement; and
 - (c) for payments related to training, under Category (4), unless expenditures for such training have been made in conformity with a training plan approved by the Association pursuant to paragraph 12 of Section I.A of Schedule 2 to this Agreement.

2. The Closing Date is June 30, 2014.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each February 1 and August 1: | |
| commencing August 1, 2018 to, and including, February 1, 2028 | 1% |
| commencing August 1, 2028 to, and including, February 1, 2048 | 2% |

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Academic Year” means the Recipient’s school academic year commencing in January and ending in December.
2. “Agrani Bank” means the financial institution, established under the Bangladesh Bank’s (Nationalization) Order 1972.
3. “Agrani Bank Participation Agreement” means the Agreement between MOE (as hereinafter defined) and Agrani Bank, referred to in paragraph 7 Section I.A of Schedule 2 to this Agreement.
4. “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.
5. “Awards and Grants” mean the financial incentives to Project Educational Institutions and students, distributed through MOE and Agrani Bank, in accordance with the criteria agreed with the Association.
6. “BANBEIS” means Bangladesh Bureau of Educational Information and Statistics, an Apex body established by the Recipient to be in charge of educational information management and coordination, and attached to MOE (as hereinafter defined).
7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
8. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
9. “Co-operation Agreement” means the agreement between the DSHE (as hereinafter defined) and a Project Educational Institution (as hereinafter defined), specifying the purposes, major activities and expected duties of DSHE and such Project Educational Institution.
10. “DPHE” means Department of Public Health Engineering, within the Recipient’s Ministry of Local Government, Rural Development and Cooperatives, and any successor thereto.

11. “DPHE Participation Agreement” means the agreement referred to in paragraph 9 of Section I.A of Schedule 2 to this Agreement.
12. “DSHE” means the Directorate of Secondary and Higher Education, within MOE (as hereinafter defined).
13. “Environmental Management Framework” means the Environmental Management Framework furnished to the Association on April 7, 2008, as such Environmental Management Framework may be amended from time to time by agreement between the Recipient and the Association.
14. “FY” means the Fiscal Year of the Recipient commencing from July 1 and ending on June 30 of each year.
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005, (as amended through October 15, 2006).
16. “Implementing Agencies” means collectively BANBEIS, DPHE, DSHE, and LGED.
17. “LGED” means Local Government Engineering Department of the Local Government Division of the Recipient’s Ministry of Local Government, Rural Development and Cooperatives, and includes any successor thereto.
18. “LGED Participation Agreement” means the agreement referred to in paragraph 8 of Section I.A of Schedule 2 to this Agreement.
19. “MEW” means the Monitoring and Evaluation Wing within DSHE.
20. “MMC” means a Madrasah Management Committee referred to in Part C.3 of this Project.
21. “MOE” means the Recipient’s Ministry of Education, and includes any successor thereto.
22. “MOU” means the Memorandum of Understanding, between MOE and BANBEIS, for the purpose of carrying out Part D.1 of the Project.
23. “PTA” means a Parent Teachers Association referred to in Part C.3 of this Project.
24. “Procurement Act” means the Recipient’s Public Procurement Act, 2006.

25. "PCT" means the Procurement Core Team referred to in paragraph 1 of Section III.E of Schedule 2 to this Agreement.
26. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
27. "Procurement Laws" means collectively the Procurement Act and the Recipient's Public Procurement Rules (as hereinafter defined).
28. "Procurement Risk Mitigation Framework" means the framework of measures and actions, prepared by the Recipient, aimed at mitigating procurement related risks in the carrying out of the Project, and which has been agreed with the Association.
29. "Procurement Plan" means the Recipient's procurement plan for the Project dated June 17, 2008, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
30. "Procurement Rules" means the Recipient's Public Procurement Rules, 2008.
31. "Project Educational Institutions" means educational institutions selected by the Recipient, and agreed with the Association, for inclusion in the Project and which have entered into Cooperation Agreements referred to in paragraph 6 of Section I.A of Schedule 2 to this Agreement.
32. "Project Implementation Manual" means the Manual issued by the Recipient on June 17, 2008, for the purpose of carrying out the Project, containing, *inter alia*, work programs, training programs, implementation time-table, criteria, methods and procedures for the selection and approval of awards and grants, key performance indicators, and financial, procurement and safeguards compliance methods and procedures, to be used in the implementation of the Project, as the same may be amended from time to time, in consultation with, and with the approval of, the Association, and such term includes any schedules to the Project Implementation Manual.
33. "Project Unit" means the Project Implementation Unit referred to in paragraph 3 of Section I.A of Schedule 2 to this Agreement.
34. "Project Upazilas" means the Upazilas (as hereinafter defined) selected by the Recipient for inclusion in the Project with the concurrence of the Association.
35. "PMT" means Proxy Means Testing, a systematic mechanism for targeting the poor.

36. “Stipends Manual” means the PMT-based Manual issued by the Recipient on June 17, 2008, for the purpose of carrying out Part B of the Project, containing, *inter alia*, criteria, methods and procedures for the selection and approval of stipends, expected outputs-outcomes, stipend limits, as the same may be amended from time to time, in consultation with, and with the approval of, the Association, and such term includes any schedules to the Stipends Manual.
37. “SMC” means a School Management Committee referred to in Part C.3 of this Project.
38. “SSC” means a Secondary School Certificate.
39. “Taka” means the lawful currency of the Recipient.
40. “TDP” means the Tribal Development Plan, the Recipient’s Plan for Expanding Secondary Education for Tribal Children, furnished to the Association dated April 7, 2008, describing a program of actions, measures and policies designed to address the specific education needs of tribal people, including increasing enrollment and completion of secondary education by tribal children, and to avoid or mitigate potential impacts adversely affecting such children under the Project.
41. “Upazila” means a sub-district, an administrative unit in the territory of the Recipient.