**GPE GRANT NUMBER TF0B3319** 

# **Global Partnership for Education Fund**

# **Grant Agreement**

(COVID-19 Response, Recovery and Resilience in Education Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

(acting as Grant Agent for the Global Partnership for Education Fund)

#### **GPE GRANT NUMBER TF0B3319**

## GLOBAL PARTNERSHIP FOR EDUCATION FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as Grant Agent for the Global Partnership for Education Fund ("GPE"). 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 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 through the Ministry of Federal Education and Professional Training in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

# **Article III The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed nineteen million eight hundred and fifty thousand United States Dollars (\$19,850,000) ("Grant") to assist in financing 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 donors 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 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 Recipient's Representative; Addresses

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Ministry of Economic Affairs.
- 4.02. For purposes of Section 7.01 of the Standard Conditions:
  - (a) the Recipient's address is:

Ministry of Economic Affairs Government of Pakistan Islamabad Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

+92-51-910-4016 secretary@ead.gov.pk

- 4.03. 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:

Facsimile: E-mail:

+1-202-477-6391 CMUPakistan@worldbank.org

AGREED as of the Signature Date.

# ISLAMIC REPUBLIC OF PAKISTAN

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		Authorized Representative Mr. Noor Ahmed
	Name: _	
	Title: _	Secretary
	Date:	25-Nov-2020
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#### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to strengthen federal and provincial capacity in the education sector to: (i) respond to, and recover from, the COVID-19 crisis in the short term; and (ii) lay the foundations for resilience to face future crises, with a focus on disadvantaged areas and vulnerable populations.

The Project consists of the following parts:

#### Part 1. Response

- (a) Ensuring learning continuity through: (i) expansion of national distance-learning content, including the development of additional content for all primary grades and its dissemination through other media, such as radio, print media, social media, and mobile applications; and (ii) distribution of learning materials in lagging areas, including the provision of tablets and connectivity devices, reading materials, home-based assignments, and supporting materials for parents.
- (b) Protecting students' and teachers' health, safety, and wellbeing through the expansion of sensitization campaigns for health and education.
- (c) Designing and implementing distance learning competency standards and assessment framework.

# Part 2. Recovery

- (a) Promoting safe schools through the design and implementation of federal and provincial government's guidelines and protocols for safe schools.
- (b) Supporting teachers and students to prepare for the recovery through the design and delivery of teacher training to address learning gaps from the disruption of education.

#### Part 3. Resilience, Monitoring and Evaluation

- (a) Strengthening planning for system disruption through the development of strategies and standard operating procedures for education service delivery during emergencies and periods of extended school closures.
- (b) Supporting the coordination required across provinces and Project implementation, including carrying out analytical work, monitoring and evaluation activities.

#### **SCHEDULE 2**

### **Project Execution**

### Section I. Institutional and Other Arrangements

### A. Institutional Arrangements.

- 1. The Recipient shall, at all times during the implementation of the Project:
  - (a) cause the Ministry of Federal Education and Professional Training to be responsible for the overall Project implementation, coordination, and management responsibilities, including monitoring and reporting to the Bank; and
  - (b) take, or cause to be taken, all actions, including the provision of funding, personnel, and other resources, to enable the Ministry of Federal Education and Professional Training to carry out its respective functions for the Project, including: (i) the establishment of the Project Coordination Unit ("PCU"), by not later than one month after the Signature Date, with terms of reference, qualifications, and experience satisfactory to the Bank and the maintenance of the PCU at all times during the implementation of the Project; and (ii) recruitment of consultants, advisors, and technical experts, in all aspects of Project implementation, including procurement, financial management, environmental, social, and monitoring and evaluation, in adequate number, each with terms of reference, qualifications, and experience satisfactory to the Bank.
- The Recipient, through the Ministry of Federal Education and Professional Training, shall establish by not later than one month after the Signature Date and thereafter maintain at all times during the implementation of the Project, a Technical Steering Committee, with a mandate, composition, and resources satisfactory to the Bank, which shall: (a) consist of senior representatives of each of the provincial education departments, the Ministry of Federal Education and Professional Training, and the PCU; (b) be responsible for overall Project oversight and monitoring of implementation progress, facilitating the PCU in securing relevant approvals, fostering coordination between federal and provincial governments, ensuring that provincial departments of education monitor and report back to the PCU, and providing overall strategic guidance for the Project

#### **B.** Project Operations Manual

1. The Recipient, through the Ministry of Federal Education and Professional Training, shall adopt, by not later than one month after the Signature Date, and thereafter implement the Project in accordance with, a manual ("Project Operations").

Manual"), in form and substance satisfactory to the Bank, which shall include detailed institutional, administrative, financial, procurement, technical and operational arrangements and procedures for the implementation of the Project (provided, however, that in the event of any conflict between the arrangements and procedures set out in said manual and the provisions of this Agreement, the latter shall prevail) and, except as the Bank shall otherwise agree in writing, shall not amend, abrogate, or waive, or permit to be amended, abrogated, or suspended, any provision of the Project Operations Manual.

#### C. Environmental and Social Standards.

- 1. The Recipient, through the Ministry of Federal Education and Professional Training, shall 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, through the Ministry of Federal Education and Professional Training, shall 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, through the Ministry of Federal Education and Professional Training, shall 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient, through the Ministry of Federal Education and Professional Training, shall 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.
- 5. The Recipient, through the Ministry of Federal Education and Professional Training, shall 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.
- 6. The Recipient, through the Ministry of Federal Education and Professional Training, shall 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, through the Ministry of Federal Education and Professional Training, 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 financial and narrative progress reports submitted to the Bank; (iii) the financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the 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, through the Ministry of Federal Education and Professional Training, shall ensure that each Project Report is furnished to the Bank not later than forty-five after the end of each calendar semester, covering the calendar semester.

# Section III. Withdrawal of Grant Proceeds

#### A. General

1. The Recipient, through the Ministry of Federal Education and Professional Training, 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 100% of Eligible Expenditures consisting of works, consulting services, non-consulting services, Training, and Incremental Operating Costs, inclusive of Taxes.

#### 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, except that withdrawals up to an aggregate amount not to exceed three million nine hundred seventy thousand (\$3,970,000) may be made for payments made prior to this date but on or after April 1, 2020, for Eligible Expenditures.
- 2. The Closing Date is November 30, 2021.

#### **APPENDIX**

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard 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.
- 2. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 3. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated July 7, 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.
- 4. "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"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 5. "Incremental Operating Costs" means the reasonable costs of incremental expenditures required for the Project and incurred by the Recipient for day-to-day coordination, administration, and supervision of Project activities, including consumable materials and supplies, office rental, utility fees, insurance, communications, advertising and newspaper subscriptions, printing and stationery, operation and maintenance of office equipment and vehicles, charges for opening and operating bank accounts, in-country travel costs, boarding/lodging and perdiems of Project staff, and salaries of contractual staff (other than consultants)

required for Project management, but excluding salaries, bonuses, fees, and honoraria or equivalent payments of members of the Recipient's civil service, except for salaries and/or salary supplements of members of the Recipient's civil service formally deputed to the Project to assist in the carrying out of the Project activities in accordance with the Recipient's applicable policies during the period of such deputation.

- 6. "Ministry of Economic Affairs" means the Recipient's ministry responsible for economic affairs, or any successor thereto.
- 7. "Ministry of Federal Education and Professional Training" means the Recipient's ministry responsible for federal education and professional training, or any successor thereto.
- 8. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 9. "Project Coordination Unit" or "PCU" means the Recipient's unit to be established pursuant to Section I.A(1)(b) of Schedule 2 to this Agreement.
- 10. "Project Operations Manual" means the manual to be adopted by the Recipient, acceptable to the Bank and meeting the requirements set out in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Bank.
- 11. "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.
- 12. "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.
- 13. "Technical Steering Committee" means the Recipient's committee to be established pursuant to Section I.A(2) of Schedule 2 to this Agreement.
- 14. "Training" means the reasonable costs incurred by the Recipient for domestic training and workshops under the Project and directly attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.