
GPE GRANT NUMBER TF0B4773

Global Partnership for Education Grant Agreement

(Education Emergency Response to Covid-19 Project)

between

REPUBLIC OF DJIBOUTI

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT ASSOCIATION
(as administrator of grant funds provided by Donors under the Global Partnership
for Education)**

GPE GRANT NUMBER TF0B4773

**GLOBAL PARTNERSHIP FOR EDUCATION
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the REPUBLIC OF DJIBOUTI (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of grant funds provided by Donors under the Global Partnership for Education (“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 its Ministry of National Education and Vocational Training (“MENFOP”), 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 three million three hundred sixty thousand United States Dollars (USD 3,360,000) (“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
Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the following condition, namely, there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing that 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.
- 4.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.03. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

Article V
Recipient’s Representative; Addresses

- 5.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister in charge of finance.
- 5.02. Recipient’s Address. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s Address is:
- Ministry of Economy and Finance in charge of Industry
BP 13
Djibouti City
- Republic of Djibouti; and
- (b) the Recipient’s Electronic Address is:
- Facsimile: (253) 21358135
- 5.03. Bank’s Address. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Bank’s address is:

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

(b) the Bank's Electronic Address is:

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

AGREED as of the Signature Date.

REPUBLIC OF DJIBOUTI

By



Authorized Representative

Name: _____ Ilyas Moussa Dawaleh

Title: _____ Minister

Date: _____ 04-janv.-2021

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT
ASSOCIATION**

acting as administrator of grant funds provided by Donors under the
Global Partnership for Education

By



Authorized Representative

Name: _____ Marina Wes

Title: _____ Country Director

Date: _____ 04-Jan-2021

SCHEDULE 1

Project Description

The objectives of the Project are to: (a) expand access to and improve quality of remote learning; and (b) strengthen the education system's resilience to tackle COVID-19 and other crises.

The Project consists of the following parts:

Part 1. Improving Access to and Quality of Remote Learning.

Supporting learning continuity and increasing inclusion through: (a) provision of technical assistance and Training to develop and broadcast lessons for TV, radio and the Recipient's Ministry of National Education and Vocational Training (MENFOP)'s e-learning platform, and strengthen the quality of content and delivery; (b) development, printing, distribution and/or purchase of learning materials for vulnerable children in selected regions; and (c) enhancing the professional development for teachers, pedagogical advisors, and inspectors on effective delivery of diverse remote learning approaches.

Part 2: Supporting Healthy and Safe Re-opening of Schools.

Supporting selected schools to open safely with a package of activities in place to promote students well-being, enrolment and retention and to address the heightened risk of drop-out of vulnerable groups including girls and children with disabilities, including: (a) the rehabilitation of latrines and improvement of water sanitation and hygiene (WASH) infrastructure to improve school hygiene; (b) putting in place psycho-social support programs to address well-being of children, parents and teachers; (c) carrying out communication campaigns for parents and students to prevent disease transmission, and targeted back-to-school campaigns to motivate vulnerable students at high risk of drop-out; (d) provision of school meals programs and/or take-home rations for girls to encourage the re-enrollment for students in rural areas, (e) provision of literacy support to refugee students and families; (f) roll-out of refresher lessons to cover missed content; and (g) provision of school kits for vulnerable primary grade students outside of Djibouti Ville/rural areas and refugee students.

Part 3: Strengthening Resilience of the Education Sector to Respond to Emergencies.

Build the long-term capacity and resilience of the sector in use of digital learning, through *inter alia*: (a) capacity building in emergency planning and management at the level of MENFOP, regional offices, and schools; (b) purchase of educational hardware and software for use in schools located in selected disadvantaged zones; (c) purchase of equipment and minor rehabilitation of pedagogical resource centers (CPR) in the regions to strengthen their capacity to respond to learning needs and local emergencies; (d) strengthening the capacity of

educational television channel through the provision of equipment and Training; and
(e) enhancing selected schools' internet connections.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. Project Service Unit

- (a) The Recipient shall maintain, throughout the Project implementation period, a project service unit (“PSU”), within the Directorate for Central Administration (DGA), with composition, mandate and resources satisfactory to the Bank. To this end, the PSU shall:
 - (i) maintain key staff, with qualifications, experience and terms of reference acceptable to the Bank;
 - (ii) recruit no later than six (6) months after the Effective Date, and thereafter maintain, an external auditor, with qualifications, experience and terms of reference acceptable to the Bank;
 - (iii) be responsible for the fiduciary aspects and day-to-day coordination of the Project activities, including: (A) carrying out Project financial management and procurement activities; (B) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports; (C) ensuring compliance with the Environmental and Social Commitment Plan (“ESCP”) and Environmental and Social Standards for Project activities; and (D) coordinating with other stakeholders on Project implementation.

2. Project Steering Committee

- (a) The Recipient shall, not later than one (1) month after the Effective Date, establish and thereafter maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the Bank, a steering committee, to be chaired by the Secretary General of MENFOP, and to be comprised of representatives from MENFOP, and relevant department directors (“Steering Committee”).
- (b) To this end, the Recipient shall ensure that the Steering Committee is responsible for endorsing the annual work plans and budgets of the Project, strategic guidance and overall oversight of the Project.

B. Implementation Covenants

3. Project Operational Manual

- (a) The Recipient shall prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank an implementation manual for the Project, no later than one (1) month after the Effective Date, in form and substance acceptable to the Bank, containing, *inter alia*, detailed arrangements and procedures for: (i) implementation arrangements; (ii) administrative aspects; (iii) procurement; (iv) Environmental and Social Standards; (v) financial management and accounting; (vi) monitoring and evaluation; and (vii) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
- (b) The Recipient shall: (i) furnish the manual referred to above to the Bank for review; (ii) afford the Bank a reasonable opportunity to exchange views with the Recipient on said manual; and (iii) thereafter adopt said manual as shall have been approved by the Bank (“Project Operational Manual” or “POM”).
- (c) The Recipient: (i) shall ensure that the Project is carried out in accordance with the POM; and (ii) shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the POM or any provision thereof, without the prior written agreement of the Bank.
- (d) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the POM, and those of this Agreement, the provisions of this Agreement shall prevail.

4. Annual Work Plans and Budgets

- (a) The Recipient shall, not later than January 15 of each year during the implementation of the Project, starting January 2021 or such later date as the Bank may agree in writing, prepare and furnish to the Bank for its approval, the annual work plan and budget containing all proposed activities for inclusion in the Project during the following calendar year, together with the financing plan for such activities and a timetable for their implementation.
- (b) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter ensure that the Project is implemented in accordance with such annual work plan and budget as shall have been approved by the Bank (“Annual Work Plan and Budget” or “AWPB”).

- (c) The Recipient shall ensure that the Project is implemented in accordance with the AWPB (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

C. Environmental and Social Standards.

1. The Recipient 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 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 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than 30 days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP,

and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors; subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

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

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's

implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donors.

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than six (6) weeks after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project, except Part 2(d) of the Project	3,360,000	100%
TOTAL AMOUNT	3,360,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$ 672,000 may be made for payments made prior to this date but on or after March 31, 2020 for Eligible Expenditures under Category 1.
2. The Closing Date is December 31, 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. “Category” means a category set forth in the table in Section 3.01 of this Agreement.
3. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
4. “Directorate for Central Administration” or “DGA” each means Directorate under the MENFOP, which hosts the Project Service Unit.
5. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated December 9, 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.
6. “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.

7. “MENFOP” means the Recipient’s Ministry of National Education and Vocational Training (*Ministère de l'Education Nationale et de la Formation Professionnelle*).
8. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted employees, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.
9. “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.
10. “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.
11. “Training” means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.