
GPEF GRANT NUMBER TF0B2664

Global Partnership for Education Fund

Grant Agreement

(Sudan Basic Education Emergency Support Project)

between

REPUBLIC OF THE SUDAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Global Partnership for Education Fund

GPEF GRANT NUMBER TF0B2664

**GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE SUDAN (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Global Partnership for Education Fund (“GPEF”). 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 objective 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 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 eleven million five hundred seventy-five thousand United States Dollars (\$11,575,000.00) (“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 conditions specified below have been satisfied:
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action; and
 - (b) The Project Coordination Unit has been established and the staff referred to in Section I.A.2 of Schedule 2 to this Agreement has been recruited; all in a manner satisfactory to the Bank.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01(a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing the following matter: 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 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.
- 4.04. 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 Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
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. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient's address is:

Ministry of Finance and Economic Planning
P.O. Box 298
Khartoum
Republic of the Sudan; and

- (c) the Recipient's Electronic Address is:

Telex:	Facsimile:
+249-183-777563	+249-183-776081

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

- (a) the Bank's address is:

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 THE SUDAN

By:



Authorized Representative

Name: HE Dr. Ibrahim ElBadawi

Title: Minister of Finance and Economic Planning

Date: 18-May-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Partnership for Education
Fund)

By:



Authorized Representative

Name: Carolyn Turk

Title: Country director

Date: 18-May-2020

SCHEDULE 1

Project Description

The objective of the Project is to sustain enrollment in public basic education in the Republic of the Sudan during the transition school year.

The Project consists of the following parts:

Part 1: School Grants Program

Provision of School Grants to Selected Public Primary Schools to: (a) incentivize parents' engagement to reduce the risk of students (especially girls) dropping out for providing basic requirements for schooling, such as uniform, school bags, exercise books, etc and providing girls in the upper primary grades with necessary packages such as sanitary napkins to encourage their retention; (b) support teachers to reduce absenteeism for providing in cash or in-kind transfers; (c) support the learning environment for acquiring basic learning materials, stationery, notebooks, classrooms furniture and equipment; (d) strengthen the schools' capacity for carrying participatory planning, budgeting and monitoring activities, including developing school profile reports to support the participatory evidence-based planning process; and (e) improve equity in education by helping children in disadvantaged situation including internal displaced people, refugees and girls.

Part 2: Project Coordination and Management

Carrying out of Project coordination, management, monitoring and evaluation activities including carrying out of Project planning, procurement, financial management, environmental and social activities and collection and analysis of school-level data under an annual school census.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Steering Committee

1. The Recipient shall maintain at all times during Project implementation, a steering committee with a mandate, composition and resources satisfactory to the Bank for the purpose of overseeing the execution of the Project and adopting the Annual Work Plan and Budget.

Project Coordination Unit

2. The Recipient, through MOE, shall establish and maintain at all times during Project implementation a Project Coordination Unit with staffing (including one Project manager, one School Grant coordinator, one program monitoring and evaluation specialist; one procurement officer, one financial officer and administrative staff as needed) with qualifications, experience and terms of reference and resources acceptable to the Bank.

Allocation of Responsibilities under Part 1 of the Project

3. For purposes of implementing Part 1 of the Project, the Recipient shall cause: (a) MOE to be responsible for providing overall coordination and support to States MOE and Locations in the provision of School Grants; (b) the States MOE to be responsible for training the Localities and preparing them for overseeing the implementation of the School Grants; and (c) the Localities to be responsible for providing the School Grants to Selected Primary Schools and training parents, teachers and schools heads on the appropriate use and implementation of the School Grants.

B. Operations Manual

1. To ensure the proper implementation of the Project, the Recipient shall maintain a manual, satisfactory to the Bank, for the implementation of the Project. Said manual shall include, *inter alia*: (a) institutional arrangements for the management of the Project (including allocation of responsibilities among different entities and their staff involved in project implementation, yearly planning of activities and budget and time allocation for those activities); (b) internal control systems, financial management and accounting procedures annexes; (c) detailed arrangements for the overall carrying out of the Project to be followed during Project implementation by the Recipient; (d) a detailed communication plan as

well as social accountability tools proposed to be utilized for Project purposes; and (e) the guidelines and indicators for Project monitoring and evaluation.

2. Without limitation to the provision of sub-paragraph (a) above, the manual referred to the above sub-paragraph shall have an annex containing provisions guiding the implementation of the School Grants (the School Grants Manual) which will, as a minimum, address the following elements of the School Grants: (a) eligibility criteria for Selected Public Primary Schools; (b) detailed conditions to be met by Selected Public Primary Schools in order to receive the proposed School Grants; (c) mechanisms for delivery of the proposed School Grants; (d) eligible expenditures for using the proceeds of such School Grants; and (e) monitoring and evaluation system, including details on how to audit the program and how to handle complaints and appeals in a timely manner.
3. The Recipient shall implement the Project in accordance with the Operations Manual. Except as the Recipient and the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the Operations Manual or any provision thereof.
4. In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

C. School Grants

1. For purposes of implementing Part 1 of the Project, the Recipient shall provide, or cause to be provided through one or more Intermediary Support Providers, School Grants to Selected Public Primary Schools in accordance with eligibility criteria and procedures acceptable to the Bank and described in the School Grants Manual.
2. Each School Grant shall be in an amount which the Bank and the Recipient agree should be provided to Selected Public Primary Schools.
3. The Recipient shall ensure that each School Grant is used by the Selected Public Primary Schools for its intended purpose.
4. (a) The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a service agreement, in form and substance satisfactory to the Bank, with one or more Intermediary Support Providers acceptable to the Bank for the payment of School Grant to Selected Public Primary Schools (each a “Service Agreement”) as applicable. The Recipient shall ensure that each Service Agreement is:
 - (i) submitted to the Bank for its review and approval prior to its signature between the Recipient and the Intermediary Support Provider; and

- (ii) signed and effective before any proceeds of the Grant are transferred to the Intermediary Support Provider.
- (b) Without limitation to the provisions of paragraph (i) above, each Service Agreement shall include, *inter alia*, provisions to the effect that:
- (i) unless the Bank shall otherwise agree in writing, each Intermediary Support Provider shall: (A) before its first receipt of funds for the payment of School Grants under the Service Agreement, open and thereafter maintain for a term equal to the term of the Service Agreement, a separate designated account (the School Grant Account) for the exclusive purpose of depositing funds for School Grants and disbursing funds for School Grants in accordance with the provisions of the Service Agreement and the School Grants Manual. The School Grant Account shall be opened in a commercial bank acceptable to the Bank, upon terms and conditions satisfactory to the Bank, including *inter alia* a waiver of any rights said commercial bank or any third party may have to set off, or claim or otherwise appropriate the payment of, any amount from time to time deposited in the School Grant Account in satisfaction of any debt or claim owed to said commercial bank or third party by the Intermediary Support Provider; and (B) ensure that all amounts deposited from time to time in the School Grant Account are used exclusively to provide School Grants to Selected Public Primary Schools in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the School Grants Manual;
 - (ii) the Intermediary Support Provider shall maintain records and accounts, in form and substance satisfactory to the Bank, adequate to record all expenditures incurred in the provision of School Grants, and shall retain said records and accounts for at least the term of the Service Agreement plus two years, and shall furnish such records or copies thereof to the Recipient and to the Bank upon their respective request;
 - (iii) the Intermediary Support Provider shall enable the Recipient and the Bank to inspect its operations, including those related to the School Grants, and the School Grants Account, and to examine and make copies of all records and documents relating thereto;
 - (iv) the Intermediary Support Provider shall prepare and furnish to the Recipient not later than six (6) months after the end of their reporting year to which they relate, financial statements, in form and substance satisfactory to the Recipient, audited by an

independent auditor, and the relevant audit report (with any information reasonably requested by the Recipient on the audit and the auditor). The Recipient shall be allowed to communicate all such information to the Bank if the Bank shall so request; and

- (v) the Intermediary Support Provider shall comply with the provisions of the Anti-Corruption Guidelines.
- (c) The Recipient shall exercise its rights under each Service Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any Service Agreement or any of its provisions.

D. 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 as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall:
 - (a) take all measures necessary on its part 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 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) promptly notify the Bank 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 instruments referenced therein and the Environmental and Social Standards.
4. The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.
5. By no later than six (6) months after the Effective Date, the Recipient shall prepare and submit to the Bank a GBV Action Plan for its approval. After obtaining the Bank's approval, the Recipient shall carry out the Project in accordance with said Gender-Based Violence Action Plan.

E. Annual Work Plan and Budget

1. The Recipient shall, not later than November 30th of each year, prepare and furnish to the Association an annual work plan and budget ("Annual Work Plan and Budget") for the Project for the subsequent year, said Annual Work Plan and Budget of such scope and detail as the Association shall have reasonably requested.
2. The Recipient shall afford the Association a reasonable opportunity to review such Annual Work Plan and Budget, and, thereafter, the Recipient shall carry out Annual Work Plan and Budget as shall have been approved by the Association. Only the activities included Annual Work Plan and Budget shall be eligible for financing.
3. The Annual Work Plan and Budget may be revised as required during Project implementation subject to the Association's prior written approval.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

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

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

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

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, non-consulting services, consulting services, Incremental Operating Costs and	11,575,000	100%

Training Costs under the Project		
TOTAL AMOUNT	11,575,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$2,315,000 may be made for payments made prior to this date but on or May 1, 2020, for Eligible Expenditures.
2. The Closing Date is February 28, 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. “Annual Work Plan and Budget” means the annual work plan and budget referred to in Section I.E of Schedule 2 to this Agreement.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated April 23, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
5. “Environmental and Social Standards” means, collectively: (a) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (b) “Environmental and Social Standard 2: Labor and Working Conditions”; (c) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (d) “Environmental and Social Standard 4: Community Health and Safety”; (e) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (f) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (g) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (h) “Environmental and Social Standard 8: Cultural Heritage”; (i) “Environmental and Social Standard 9: Financial Intermediaries”; (j) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>.
6. “Incremental Operating Costs” means the incremental expenditures incurred by the Recipient in the implementation of the Project, on account of office supplies,

office rent, communication and insurance charges, maintenance of office equipment, vehicle operations and maintenance costs, utilities, travel and travel allowances, and salaries of locally contracted employees, but excluding salaries of officials of the Recipient's civil service.

7. "Intermediary Support Provider" means a firm or other entity duly incorporated or established in accordance with the applicable laws of the Recipient which, having met the requirements set forth in the School Grants Manual, has entered into a Service Agreement with the Recipient in accordance with the provisions of Section I.C.4 of Schedule 2 to this Agreement; and the term "Intermediary Support Providers" means, collectively, all such providers.
8. "Locality" means the third tier of government in the Recipient's administrative system; and "Localities" means collectively all such localities.
9. "Ministry of Education" or "MOE" means the Recipient's Ministry responsible for education at the national level.
10. "Operations Manual" means the manual approved by the Bank and adopted by the Recipient on May 15, 2020 in accordance with the provisions of Section I.B of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the Bank, and such term includes any annexes and schedules to such manual.
11. "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.
12. "Project Coordination Unit" means the entity referred to in Section I.A.2 of Schedule 2 to this Agreement.
13. "Selected Public Primary School" means a public school, duly operating in accordance with the applicable laws of the Recipient, which having met the eligibility criteria set forth in the School Grants Manual, is eligible to receive a School Grant under the Project; and the term "Selected Public Primary Schools" means, collectively, all such schools.
14. "School Grant Account" means the segregated account opened by an Intermediary Support Provider in accordance with the provisions of Section I.C.4(b)(i) of Schedule 2 to this Agreement.
15. "School Grants Manual" means the manual which forms part of the Operations Manual approved by the Bank and adopted by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the Bank.

16. "School Grants Program" means the Recipient's program of grants to schools offering basic education, duly set up and operating in accordance with the provisions of: (a) this Agreement; (b) the School Grants Manual; (c) the Service Agreement(s).
17. "School Grant" means a transfer of funds in the form of a non-refundable grant by the Recipient to a Selected Public Primary School, made or to be made in accordance with the provisions of: (a) this Agreement; (b) the School Grants Manual; and (c) the Service Agreement.
18. "Service Agreement" has the meaning ascribed to that expression in Section I.E.4(a) of Schedule 2 to this Agreement.
19. "State" means the second tier of government in the Recipient's administrative system; and "States" means collectively all such states.
20. "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.
21. "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.
22. "Training Costs" 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.