

Date: 19-Feb-2021

Honorable Jacob Jusu Saffa
Minister
Ministry of Finance
George Street
Freetown, Sierra Leone

**Re: Republic of Sierra Leone
Free Education Project
Grant No. D6810-SL
Amendment to the Financing Agreement**

Excellency:

We refer to the Financing Agreement (the “Agreement”) between the Republic of Sierra Leone (the “Recipient”) and the International Development Association (the “Association”), dated July 13, 2020, for the above-mentioned Project. We also refer to our discussions regarding the proposed amendments to the Agreement given the proposed Global Partnership for Education Fund grant (“GPEF Grant”) providing Additional Financing for COVID-19 Response under the Project.

We are pleased to inform you that the Association agrees with your request and proposes to amend the Agreement as follows:

1. Section 3.01 of Article III to the Agreement is hereby amended to read as follows:

“3.01 The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 1 to 5 and 6 (a)-(e) of the Project through the MBSSE, in accordance with Schedule 2 to this Agreement, and cause the Project Implementing Entity to carry out Parts 6 (f)-(h) of the Project (“Respective Part of the Project”), in accordance with the Schedule to the Project Agreement.

2. Schedule 1 to the Agreement is hereby amended to add a Part 6 to read as follows:

“Part 6. COVID-19 Education Response

- (a) (i) Develop a communications outreach strategy on the Recipient’s COVID-19 Education Emergency Response Plan; (ii) support the extension of coverage of the MBSSE’s radio station to districts with poor receptivity and equip regional radio stations with the capacity to manage and implement education programming; and (iii) establish an online data/resource sharing platform for dissemination of knowledge and effective information sharing.
- (b) Support continuous distance learning under the COVID-19 Education Emergency Response Plan, including, *inter alia*: (i) the development and deployment of accessible and

inclusive tutorials for basic education students; and (ii) support to the existing nationwide radio teaching program and other education programming and distance learning programs.

- (c) Provision of in-service training for basic education teachers to improve teachers' digital literacy, including, *inter alia*: (i) facilitation of distance learning; (ii) use of online tools and on-line learning platforms; (iii) monitoring students' learning; and (iv) provision of training for teachers to support crisis management, health prevention/promotion, psychosocial wellbeing and child wellbeing in response to COVID-19.
- (d) Support school reopening under the COVID-19 Education Emergency Response Plan, through *inter alia*: (i) supporting the process of implementing school safety protocols including promoting hygienic practices by school children and staff; (ii) (A) supporting an assessment of the Recipient's basic education schools to appraise the system's readiness for school safety; (B) supplying basic education schools with water, sanitation, and hygiene supplies including thermometers, face masks, buckets and soap; and (C) supporting the process of cleaning and disinfecting school building premises and refurbishing school facilities as needed; (iii) designing and collaborating with partners on implementing community outreach campaigns to support girls, vulnerable children and other students at risk of dropping out; and (iv) supporting: (A) the Recipient's MBSSE in monitoring the back to school situation (dropouts, gender-based violence, pregnancy, learning); and (B) the provision of psychosocial support to children and teachers in basic education.
- (e) Support the effective operations, planning and policy during and after the COVID-19 crisis, through *inter alia*: (i) the development of an overarching policy comprising guidance, protocols and standard operating procedures, delivery standards and redressal mechanism; (ii) the development of a mechanism to ensure that community-engagement is maintained in the development of critical policies; and (iii) the evaluation of the Recipient's COVID-19 Education Emergency Response initiatives.
- (f) Support increased access to COVID-19 and education response messaging in PIE Target Schools in 16 districts, through *inter alia*: (i) dissemination of social and behavior change communication messaging in age-appropriate, gender-sensitive accessible formats for people with different types of impairment; (ii) promotion community mobilization on the emergency education response (distance learning and school reopening); and (iii) airing radio/drama programs on the protection of children, especially girls and children with disabilities, COVID-19 prevention messages, and the education sector's response in working with community radio networks.
- (g) Support distance learning opportunities in PIE Target Schools in 16 districts, through *inter alia*: (i) the establishment and support of community learning circles, adapted to the COVID-19 context; (ii) training teachers (gender and disability inclusive) to support community learning circles and inclusiveness; (iii) provision of solar radios or relevant devices for use by community learning circles; (iv) provision of inclusive education materials; and (v) implementation of child-friendly feedback mechanisms to monitor the content, quality, and outcomes of the radio teaching programs.
- (h) Support children's return to safe, gender-sensitive, and inclusive learning in PIE Target Schools in 16 districts, through *inter alia*: (i) rolling out the school safety protocol to schools; (ii) rolling out implementation of community outreach to encourage marginalized children to return to school, with a specific focus on messaging for girls and children with

disabilities, through multiple channels; (iii) building capacity of stakeholders on the provision of psychosocial support to children and teachers in collaboration with the Recipient and schools; (iv) tracking student attendance after school reopening; and (v) provision of back-to-school incentives including through provision of learning materials or assistive devices to identified vulnerable children.”

3. Section I.A.2 of Schedule 2 to the Agreement is hereby amended to read as follows:

“2. *The Free Education Project Secretariat*

- (a) The Recipient shall maintain throughout the implementation of the Project, the Free Education Project Secretariat (FEPS), with adequate resources, key staff including an environmental specialist, a social development specialist, a monitoring and evaluation specialist, a procurement specialist and a financial Management specialist, all with qualifications, skills and terms of reference satisfactory to the Bank; responsible for the monitoring and evaluation of the progress of the Project and the preparation of Project Reports, all in accordance with the provisions of this Agreement and of the PIM.
- (b) Notwithstanding the provisions of paragraph 2 (a) above, the FEPs shall assume not later than June 30, 2021, the fiduciary management responsibility of the Project (except for the Project Implementing Entity’s Respective Part of the Project) in accordance with the provisions of this Agreement and the PIM.”

4. Section I.A.4 of Schedule 2 to the Agreement is hereby amended as follows:

- (a) paragraph (a) is amended by deleting the phrase “at all times during the implementation of the Project” in between the words “maintain” and “a”, and replacing with the phrase “not later than June 30, 2021”; and
- (b) paragraph (b) is amended by adding the phrase “not later than June 30, 2021” in between the words “shall” and “be”.

5. A new Section I.A.5 is added to Schedule 2 of the Agreement which reads as follows:

“5. *Project Implementing Entity*

The Recipient shall cause the Project Implementing Entity to: (i) carry out the implementation of its Respective Parts of the Project, in accordance with this Agreement, Project Agreement and the Project Implementation Manual and the Subsidiary Agreement; and (ii) ensure that the Project Implementing Entity has the necessary resources to carry out its Respective Part of the Project.”

6. A new Section I.A.6 is added to Schedule 2 of the Agreement which reads as follows:

“6. *Subsidiary Agreement*

- (a) To facilitate the carrying out of the Project Implementing Entity’s Respective Part of the Project, the Recipient shall enter into a subsidiary agreement (“Subsidiary Agreement”) between the Recipient and the Project Implementing Entity, under

terms and conditions approved by the Association, which shall include the following provisions:

- (i) the obligation of the Recipient to:
 - (A) make the funds available to the Project Implementing Entity in the form of a non-reimbursable grant; and
 - (B) take all actions necessary to permit the Project Implementing Entity to carry out the Project Implementing Entity's Respective Part of the Project and ensure the achievement of the objective thereof;
 - (ii) the obligation of the Project Implementing Entity to:
 - (A) carry out its Respective Part of the Project in accordance with this Agreement, the Project Agreement, the Subsidiary Agreement, the Project Implementation Manual, the Anti-Corruption Guidelines, the Procurement Regulations, the Annual Work Plans and Budgets, and the Environmental and Social Commitment Plan;
 - (B) promptly refund to the Association any proceeds from the GPEF Grant not used for purposes of carrying out the Project Implementing Entity's Respective Parts of the Project or for achieving the objective thereof, or otherwise utilized in a manner inconsistent with the provisions of this Agreement or the Project Agreement;
 - (C) at the request of the Recipient or the Association, exchange views with the Recipient and the Association with regard to the progress of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof, and the Project Implementing Entity's performance of its obligations under the Project Agreement, the Subsidiary Agreement, the Project Implementation Manual, the Annual Work Plans and Budgets, the Anti-Corruption Guidelines, the Procurement Regulations, and the Environmental and Social Commitment Plan; and
 - (D) promptly inform the Recipient of any condition which interferes or threatens to interfere with the implementation of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof.
 - (iii) a provision stipulating that, in case of conflict between any of the provisions contained in the Subsidiary Agreement or the Project Implementation Manual, on one hand, and those set forth in this Agreement and the Project Agreement, on the other hand, the provisions of this Agreement and the Project Agreement shall prevail.
- (b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient

and the Association and to accomplish the purposes of the GPEF Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.”

7. Section I.B.1(a) of Schedule 2 to the Agreement is hereby amended as follows:

“(a) To facilitate efficient implementation of the Project, the Recipient shall, carry out the Project and cause the Project Implementing Entity to carry out its Respective Part of the Project in accordance with the updated Project implementation manual (Project Implementation Manual) containing detailed guidelines with respect to: (i) a detailed description of Project activities; (ii) the specific roles and responsibilities of Participating Agencies and the Project Implementing Entity with respect to its coordination with the NGO Consortium members participating in the Project and the arrangements for ensuring coordination among them; (iii) arrangements on fiduciary matters, including financial management and procurement; (iv) institutional administration coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) social and environmental safeguards; (ix) corruption and fraud mitigation measures; (x) a grievance redress mechanism; (xi) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; (xii) intellectual property rights as they relate to materials produced by the Project Implementing Entity; and (xiii) such other technical and organizational arrangements and procedures as shall be required for the effective implementation of the Project in form and substance satisfactory to the Association.”

8. Section I.D of Schedule 2 to the Agreement is hereby amended as follows:

(a) a new paragraph 3 is added which reads as follows:

“3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Association 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 thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall 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 Association.”

(b) The former paragraphs 3 to 6 of the same Section are renumbered as paragraphs 4 to 7.

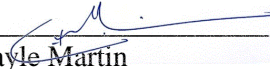
9. The Appendix to the Agreement is hereby amended as set out in the Annex.

All the terms and conditions of the Agreement that have not been hereby amended shall remain in full force and effect.

Please indicate your agreement to the foregoing, on behalf of the Recipient, by countersigning and dating this letter and returning as countersigned, to us. This amendment shall become effective upon its countersignature and the effectiveness of the GPEF Grant.

Yours sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION



Gayle Martin
Country Manager for Sierra Leone
Africa West and Central Region

AGREED:

REPUBLIC OF SIERRA LEONE

By: H.E. Jacob Jusu Saffa

Name: H.E. Jacob Jusu Saffa

Title: Minister of Finance

Date: 26-Feb-2021

APPENDIX

Definitions

1. “Annual School Census” means a school census conducted annually by MBSSE.
2. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Association and referred to in Section I.B.3 of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General 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.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Co-financier” means any of the development partners participating in the multi-donor trust fund (MDTF) set up by the United Kingdom Department for International Development (DFID) to finance the Project and include Irish Aid, European Union or and any other financiers that may support the Project through the MDTF.
6. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount equivalent to sixteen million Dollars (\$16,000,000), to be provided by the Co-financiers currently participating in the MDTF to assist in financing the Project.
7. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Association acting as administrator of the MDTF providing for the Co-financing.
8. “Concern Worldwide” means a company registered in Ireland as limited by guarantee (No. 39647) and as a charity (No. 20009090) or its successor.
9. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
10. “COVID-19 Education Emergency Response Plan” means the COVID-19 education emergency plan developed by the MBSSE.
11. “Directorate of Planning and Policy” means the directorate responsible for policy and planning within MBSSE.
12. “Education Management Information System” or “EMIS” means an information technology-based system for the collection, processing, maintenance and dissemination of education data and information.
13. “Eligible Emergency” means a natural or man-made crisis or disaster that has caused, or is likely to imminently cause, a major adverse impact in the Recipient’s territory, as will be further defined in the updated PIM.
14. “Emergency Expenditures” means the Eligible Expenditures under Category (5) of the Project.

15. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated December 16, 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.
16. “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 Association.
17. “Focus 1000” means a non-governmental organization in the Recipient’s territory, registered with MoPED and responsible for facilitating the community to prepare and own programs that ensure children and young people their full potential, or its successor.
18. “FoRUT” or “Forum for Rural Urban Transformation” means a non-government organization in the Recipient’s territory, registered with MoPED and responsible for contributing to the social mobilization of the poor and oppressed to have better living conditions and basic human rights, or its successor.
19. “Free Education Project Secretariat” or “FEPS” means the unit to be established by the Recipient for purposes of Project implementation and coordination, and to be maintained as provided for in Section I.A.2 of Schedule 2 to this Agreement.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
21. “Humanity and Inclusion/Handicap International” means a not for profit organisation set up under the non-profit French law dated July 1, 1901 Loi du 1er juillet 1901 relative au contrat d'association, listed in the SIRENE register under the number 519 655 997, or its successor.
22. “MBSSE” means the Recipient’s Ministry of Basic and Senior Secondary Education” or its successor.
23. “MDTF Free Education Project Steering Committee” means the committee set up by the Recipient with a composition, mandate, terms of reference and resources satisfactory to the Association and responsible for providing oversight on Project implementation as referred to in Section I.A.3 of Schedule 2 to this Agreement.
24. “MoPED” means the Recipient’s Ministry of Planning and Economic Development, or its successor

25. “National Learning Assessment Framework” means MBSSE’s framework for guiding the assessment of the learning outcomes of students.
26. “NGO Consortium” means a group of non-governmental organizations comprising of Focus 1000, Concern Worldwide, Street Child of Sierra Leone, Humanity and Inclusion operating as Handicap International, FoRUT and Plan International Sierra Leone working with the Project Implementing Entity to implement its Respective Part of the Project.
27. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association pursuant to the provisions of Section I.B.3 of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, and salaries of contractual staff, but excluding the salaries of the Recipient’s civil service, meeting and other sitting allowances and honoraria to said staff; and other reasonable expenditures directly associated with implementation of the Project activities.
28. “Participating Agencies” means MBSSE, TSC, WAEC, and District Education Offices and other agencies that may be agreed with the Association.
29. “Performance-based Financing Manual” means the Recipient’s manual to guide administration of Performance-Based School Grants.
29. “Performance-based School Grant” means a grant made or proposed to be made out of the proceeds of the Financing by MBSSE to Targeted Primary Schools and referred to in Part 3(a) of the Project.
30. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
31. “Plan International Sierra Leone” means a development and humanitarian organization in the Recipient’s territory, registered with MoPED and responsible for advancing children’s rights and equality for girls, or its successor.
32. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 13, 2020, and on behalf of the Recipient on March 17, 2020.
33. “Project Fiduciary Management Unit” or “PFMU” means the Recipient’s unit established under the Ministry of Finance responsible for the financial management, procurement, and audit under the Project, as referred to in Section I.A.4 of Schedule 2 to this Agreement.
34. “Project Implementation Manual” or “PIM” means the Recipient’s manual dated December 24, 2019, and referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time by agreement with the Association.

35. “Project Implementing Entity” means Save The Children Fund, a company registered in England and Wales as limited by guarantee (178159); and registered as a charity in England and Wales (213890) and Scotland (SC039570), whose registered office is at 1 St John’s Lane, London EC1M 4AR, United Kingdom.
36. “PIE Target Schools” means the schools which benefit from interventions provided by the Project Implementing Entity under its Respective Part of the Project.
37. “Respective Parts of the Project” means, with respect to the Recipient through the MBSSE: Parts 1 to 5; 6 (a)-(e) of the Project, and with respect to the Project Implementing Entity, Parts 6 (f)-(h) of the Project.
38. “School Catchment Area Plan” means a plan to be developed by the Recipient to provide the evidence base for long-term planning and, guide a range of interventions including civil works and teacher deployment.
39. “School Grants” means the Performance-based School Grants and School Maintenance/Renovation Grants.
40. “School Grant Agreement” means an agreement entered into, or to be entered into, between MBSSE and the School Management Committee for the purpose of extending a Grant and referred to in Section I.B.2(a) of Schedule 2 to this Agreement.
41. “School Maintenance/Renovation Grant” means a grant made or proposed to be made by MBSSE to Targeted Primary Schools and referred to in Part 3(b) of the Project.
42. “School Maintenance/Renovation Grant Manual” means the Recipient’s manual to guide administration of School Maintenance/Renovation Grants.
43. “School Improvement Plan” means a plan to be prepared by the schools to outline activities for improving teaching and learning.
44. “School Management Committee” means a committee in each school for purposes of implementing school level Project activities.
45. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
46. “Street Child of Sierra Leone” mean a non-governmental organization in the Recipient’s territory, registered with MoPED and working on education, child protection and livelihoods, or its successor.
47. “Subsidiary Agreement” means the agreement referred to in Section I.A.6 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
48. “Sub-Project” means a sub-project included in a School Improvement Plan and to be financed from the proceeds of the School Grants under Parts 3(a) and 3(b) of the Project.

49. “Targeted Primary Schools” means a school to which, or for whose benefit a Performance-Based School Grant or a School Maintenance/Renovation Grant is made or proposed to be made for delivery of education services/outcomes or to carry out maintenance/renovation works.
50. “Training” means the training provided under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity (other than those for consultants’ services) travel and subsistence expenditures and other travel-related allowances for training participants such as *per diems* and reasonable accommodation costs, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation, all based on periodic budgets acceptable to the Association.
51. “TSC” means the Teaching Service Commission established and operating pursuant to the Sierra Leone Teaching Service Commission Act, Number 1 of 2011; or any successor thereto.
52. “WAEC” means the West African Examination Council.