CREDIT NUMBER 6745-CM

Financing Agreement

(Secondary Education and Skills Development Project)

between

REPUBLIC OF CAMEROON

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

AS

CREDIT NUMBER 6745-CM

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CAMEROON ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred and twelve million four hundred thousand Euros (EUR 112,400,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 5 to this Agreement.
- 2.08. The Payment Currency is Euro.

ARTICLE III --- PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through MINESEC and MINEFOP in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following: a financial management specialist, a social specialist and an occupational health and safety specialist have been recruited for the Project Coordination Unit under terms of reference and with qualifications and experience acceptable to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the minister responsible for the economy, planning and development.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:
 Ministry of the Economy, Planning and Regional Development B.P. 600 Yaoundé, Republic of Cameroon; and
 - (b) the Recipient's Electronic Address is:

Facsimile: (+237) 222 22 1509

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433

United States of America; and

(b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.



INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: <u>Abdoulaye</u> Seck Title: <u>Country Director</u> Date: <u>112 OCT 2021</u>

Alamine Ousmane M

SCHEDULE 1

Project Description

The objective of the Project is to increase equitable access to quality general secondary education and market-relevant skills development programs, with a focus on girls.

The Project consists of the following parts:

Part 1: Support to General Secondary Education Sector

Financing of Specific Eligible Expenditure Programs ("Specific EEPs") for:

- 1.1 supporting: (a) the design and implementation of School Improvement Plans ("SIPs") setting out predefined Standards to be achieved in Targeted Secondary Schools nationwide in order to improve the quality of the learning environment nationwide and to promote equitable access to secondary education for vulnerable youth in disadvantaged regions and in schools affected by forced displacements, with a focus on girls; and (b) the development of a Simplified School Manual for the provision of School Grants for the financing of SIPs; and
- 1.2 strengthening the leadership and management capacity of head teachers and improving the preparedness of new teachers in general secondary schools through, *inter alia*, supporting the development and implementation of an accreditation program for head teachers and the establishment of a professional skills development on-boarding program for new teachers, integrating modules on gender and vulnerability sensitization and climate change adaptation.

Part 2: Support to Skills Development Sector

- 2.1 Financing of Specific EEPs for:
 - (a) supporting the development of CBT Packages in Selected Economic Sectors by MINEFOP and MINESEC; and
 - (b) carrying out of capacity building for teaching and administrative staff on the use of the CBT Packages developed under Part 2.1(a) above.
- 2.2 Expanding equitable access to skills development programs in Selected Economic Sectors through the establishment and implementation of a Skills Development Fund ("SDF"), including through:
 - (a) the provision of: (i) grants to selected public TVET institutions ("Window 1 Grants"); and (ii) loans to selected private TVET institutions ("Window 1 Loans"), in each case to support improvements in the quality and labor

market relevance of TVET programs, as well as the implementation of CBT Packages, and the provision of cash transfers for student internships;

- (b) the provision of grants to small and medium enterprises in selected priority sectors to address skills gaps and skills shortages, including for: (i) the design and implementation of apprenticeship programs; and (ii) the financing of scholarships and provision of cash transfers for apprenticeships ("Window 2 Grants"); and
- (c) the provision of grants to trade associations or organizations of, *inter alia*, micro-enterprises, informal sector enterprises, the self-employed, cooperatives, non-governmental associations, and farmers, for practical, technical, business and foundational skills development, including the provision of cash transfers for internships ("Window 3 Grants").
- 2.3 Financing Specific EEPs to support: (a) the development of a national strategy for skills development and a related implementation plan; (b) the development of national and sectoral qualification and certification framework for technical education and training; (c) the development of an integrated digital platform for skills development opportunities; and (d) the development and implementation of a mechanism to track the labor market outcomes of public and private TVET graduates.

Part 3: Project Management and Technical Assistance

Provision of support for:

- 1.1. the implementation and coordination of the Project by the PCU, including for monitoring and evaluation, procurement, financial management, environment and social safeguards activities; and
- 1.2. technical assistance and capacity building: (a) for the carrying out of, *inter alia*, diagnostic studies on the secondary education sector and the development of policy notes on teacher management; (b) to enhance the capacity of selected ministry and agency staff and secondary school and TVET administrators to implement the Project, including *inter alia*, capacity to implement and monitor SIPs and other programs, carry out and use tracer studies, and develop a modernized national job search platform; and (c) for the development of a Personal Data protection framework and to enhance the capacity of selected ministry and agency staff and secondary school and TVET administrators with respect to the collection, processing and management of Personal Data.

Part 4: Contingency Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

Project Steering Committee

1. The Recipient, through MINEFOP and MINESEC, shall establish by no later than four (4) months after the Effective Date, and thereafter maintain at all times during the implementation of the Project, a Project Steering Committee headed by the ministers of MINEFOP and MINESEC, and comprising of, *inter alia*, representatives of MINEPAT, other ministries and the private sector, with a mandate, terms of reference, functions and resources satisfactory to the Association, to be responsible for strategic oversight of the Project, as set forth in the Project Implementation Manual ("PIM").

Project Coordination Unit

- 2. The Recipient, through MINEFOP and MINESEC, shall establish and thereafter maintain at all times during implementation of the Project, a Project Coordination Unit ("PCU") with an adequate structure, functions, terms of reference, functions, resources and staff satisfactory to the Association, (a) to be responsible for day to day implementation and coordination of the Project, and (b) to serve as secretariat to the Project Steering Committee, as set forth in the PIM.
- 3. The PCU shall include (a) a dedicated general coordinator to ensure the overall coordination of Project activities; (b) two technical coordinators to ensure technical coordination of Part 1 and Part 2 of the Project, respectively; (c) a procurement specialist, a financial management specialist, an accountant, an environmental specialist, a social specialist, an occupational health and safety specialist, and a monitoring and evaluation specialist; and (d) the SDF Secretariat referred to in Section I.A.5 of this Schedule; in each case under terms of reference, and with qualifications and experience acceptable to the Association.
- 4. Without limitation upon Section I.A.2 and I.A.3 above, the Recipient shall:
 - (a) not later than three (3) months after the Effective Date, recruit the general coordinator and two technical coordinators referred to above, under terms of reference and with qualifications and experience acceptable to the Association;
 - (b) not later than two (2) months after the Effective Date, recruit the accountant and environmental specialist referred to above, under terms of

reference and with qualifications and experience acceptable to the Association; and

(c) not later than four (4) months after the Effective Date, recruit an internal auditor and external auditor, respectively, under terms of reference and with qualifications and experience acceptable to the Association.

SDF Grants Committee and SDF Secretariat

- 5. The Recipient, through MINEFOP and MINESEC, shall establish and thereafter maintain at all times during implementation of the Project:
 - (a) a SDF Grants Committee, comprising, *inter alia*, representatives of various ministries, professional and employers' organizations, workers and craftsmen associations and TVET providers, to be responsible for overseeing the operations of the SDF; and
 - (b) an SDF Secretariat, to be established as a separate unit under the PCU and headed by a fund manager, to be recruited under terms of reference and with qualifications and experience acceptable to the Association, and to be responsible for the day to day management of the activities of the SDF, under Part 2 of the Project, all as set forth in the SDF Implementation Manual and in a manner acceptable to the Association.

Special Tender Board

6. The Recipient shall: (a) not later than six (6) months after Effective Date, establish and operationalize a special tender board for the Project in line with the Recipient's procurement regulations to be responsible for overseeing the review of procurement documentation related to the Project; and (b) in the event of a need for tender reviews prior to the establishment of the said special tender board, cause the internal tender board of MINEFOP to assume responsibility for such reviews until such time as the special tender board is established, in a manner acceptable to the Association.

B. Project Manuals

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- 1. The Recipient shall prepare and adopt the following manuals, in form and substance acceptable to the Association ("Project Manuals"):
 - (a) not later than two (2) months after the Effective Date, the Project Implementation Manual which shall set forth rules, methods, guidelines, standard documents and procedures for carrying out the Project, including, *inter alia*: (i) coordination, monitoring and evaluation, environmental and social safeguards, corruption and fraud mitigation measures, and a grievance redress mechanism; (ii) Personal Data collection and processing

in accordance with good international practice, including to ensure legitimate, appropriate, and proportionate treatment of such data; (iii) roles and responsibilities for Project implementation; (iv) the Verification Protocol and related arrangements for Parts 1, 2.1 and 2.3 of the Project; (v) eligibility criteria and selection procedures for Targeted Secondary Schools and methodologies for calculation of School Grants for the financing of SIPs; (v) Standards to be achieved by Targeted Secondary Schools; (vi) conditions and arrangements for the enrollment of apprentices in TVETs; and (vii) such other arrangements and procedures as shall be required for the effective implementation of the Project;

- (b) not later than two (2) months after the Effective Date, the Project Procedures Manual, which shall set forth rules, methods, guidelines, standard documents and procedures for administrative, financial, management, disbursement, and procurement matters under the Project; and
- (c) the SDF Implementation Manual, which shall set forth rules, methods, guidelines, standard documents and procedures (including a grievance redress mechanism) for the Skills Development Fund under Part 2 of the Project, including, *inter alia*:
 - (i) the criteria for the selection of Grantees, interns and apprentices;
 - (ii) the criteria for Grantees, intern and apprentice participation and satisfactory performance and procedures for assessing such participation and performance;
 - (iii) the application and selection processes for Grantees;
 - (iv) guidelines on activities that may be financed under an SDF Financing;
 - (v) funds transfer and financial reporting conditions and arrangements; and
 - (vi) the fiduciary and implementation arrangements for the revolving fund to be established for Window 1 Loans to private TVET institutions; and
- (d) a simplified school manual and related tools to be used at school level, which shall set forth, *inter alia*: (i) rules, guidelines and procedures for financial management, procurement (including positive and negative list of expenditures) for activities to be financed under SIPs and the related reporting requirements; and (ii) training of staff at the school level for the

use and implementation of the said manual (the "Simplified School Manual").

- 2. The Recipient shall ensure that the Project is carried out in accordance with the Project Manuals.
- 3. The Recipient shall ensure that none of the Project Manuals is amended, suspended, repealed or abrogated without the prior written approval of the Association.
- 4. In case of any conflict between the terms of the Project Manuals and those of this Agreement, the terms of this Agreement shall prevail.

C. Skills Development Fund Financing

- 1. The Recipient, through MINEFOP and MINESEC, shall make SDF Financings available to Grantees in accordance with eligibility criteria and procedures acceptable to the Association, further detailed in the SDF Implementation Manual.
- 2. The Recipient, through MINEFOP and MINESEC, shall make each SDF Financing under an SDF Financing Agreement with the Grantee, on terms and conditions approved by the Association, which shall include the following:
 - (a) if applicable, the obligation of the Grantee to provide co-financing in the amount stipulated under SDF Implementation Manual;
 - (b) if applicable, the conditions for the disbursement of the SDF Financing in tranches, in accordance with the requirements set forth in the SDF Implementation Manual;
 - (c) the administration modality of the SDF Financing, which shall be selected by the Recipient, through MINEFOP or MINESEC, based on an assessment of the Grantee's administration capacity, as detailed in the SDF Implementation Manual, from the following options: (i) delegated to MINEFOP or MINESEC ("Delegated Administration"); or (ii) carried out by the Grantee ("Direct Administration"); and
 - (d) if the administration modality of the SDF Financing is Delegated Administration, the Recipient shall be obliged, through MINEFOP or MINESEC, to perform all fiduciary functions required to carry out the SDF Financing Activities, including procurement and financial management.
- 3. The Recipient, through MINEFOP and MINESEC, shall obtain rights adequate to protect its interests and those of the Association, including the right to:

- (a) suspend or terminate the respective right of the Grantee to use the proceeds of the SDF Financing upon the Grantee's failure to perform any of its obligations under the SDF Financing Agreement, or upon the Association declaring the Grantee, or any of its members benefitting from the SDF Financing, ineligible under the Anti-Corruption Guidelines; and
- (b) require each Grantee to:
 - carry out its SDF Financing Activity with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of proceeds other than the Recipient;
 - (ii) provide, promptly as needed, the resources required for the purpose;
 - (iii) if the SDF Financing administration modality is Direct Administration, procure the goods, works and services to be financed out of the SDF Financing in accordance with the provisions of this Agreement;
 - (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the SDF Financing Activity and the achievement of its objectives;
 - (v) if the SDF Financing administration modality is Direct Administration, maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the SDF Financing Activity;
 - (vi) enable the Recipient, including the Recipient's external auditors, and the Association to inspect the SDF Financing Activity, its operation and any relevant records and documents; and
 - (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
- 4. The Recipient, through MINEFOP and MINESEC, shall exercise its rights under each SDF Financing Agreement in such manner as to protect the interests of the

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Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any SDF Financing Agreement or any of its provisions. In the event of conflict between the provisions of any SDF Financing Agreement and those of this Agreement, those of this Agreement shall prevail.

D. Annual Work Plans and Budgets

For purposes of implementation of the Project, the Recipient shall:

- 1. prepare a draft annual work plan and budget for each year of Project implementation, setting forth, *inter alia*: (i) a detailed description of the planned activities, including any proposed Training, under the Project for the following year; (ii) the sources and proposed use of funds therefor; (iii) procurement, and environmental and social safeguards arrangements therefor, as applicable; and (iv) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity;
- 2. not later than November 30 of each year, furnish the draft annual work plan and budget for the following year to the Association for its review, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished not later than one (1) month after the Effective Date, and promptly thereafter finalize the draft annual work plan and budget, taking into account the Association's comments thereon; and
- 3. thereafter adopt and carry out such draft annual work plan and budget for the relevant year as shall have been agreed with the Association ("Annual Work Plan and Budget"), as such plan may be subsequently revised during such year with the prior written agreement of the Association.

E. 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 Association.
- 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 Association. 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 Association 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 Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, 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 Association 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, including any incidents of gender based violence, sexual abuse or harassment or violence against minors, 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 Association, 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 Association.

F. Verification

- 1. The Recipient shall, for purposes of implementation of Parts 1, 2.1 and 2.3 of the Project:
 - (a) not later than three (3) months after the Effective Date, appoint and enter into a verification agreement with one or more Verification Agencies,

under terms of reference satisfactory to the Association and following terms of reference agreed between the Recipient and the Association;

- (b) undertake, at least annually, an independent verification process, in accordance with the Verification Protocol and in a manner and in substance acceptable to the Association, through the said Verification Agency(ies), to ascertain whether the Disbursement Linked Results have been achieved for the period under review; and
- (c) furnish to the Association corresponding verification report(s) in form and substance agreed with the Association, and any information and/or documentation that the Verification Agency(ies) and/or the Association shall reasonably require for the monitoring, audit, analysis and/or verification of the achievement/fulfillment of the DLRs set forth in Schedule 3 to this Agreement.
- 2. In the event of a need for verification services prior to the appointment of such agency, the Recipient shall put in place adequate interim arrangements acceptable to the Association and approved in writing by the Association for this purpose.

G. Contingent Emergency Response under Part 4 of the Project

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Emergency Response Part"), the Recipient shall:
 - prepare and furnish to the Association for its review and approval, a (a) Contingency Emergency Response Manual ("CER Manual") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management arrangements and instruments for the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;
 - (b) afford the Association a reasonable opportunity to review the proposed CER Manual;

- (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Association and integrate it as an annex to the Project Implementation Manual;
- (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Association.
- 2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.
- 3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the CER Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar quarter, covering the calendar quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

B. Midterm Review

The Recipient, through MINEFOP, shall:

- (a) carry out jointly with the Association, not later than thirty-six (36) months, or such other period as may be agreed with the Association, after the Effective Date, a midterm review to assess the status of Project implementation, including as measured against the DLRs and the indicators referred to in Section 5.08(a) of the General Conditions. Such review shall include an assessment of the following: (i) overall progress in implementation; (ii) results of monitoring and evaluation activities; (iii) progress on procurement and disbursement; (iv) implementation arrangements; and (v) the need to make any adjustments to the Project and reallocate funds to improve performance;
- (b) to this end, prepare and furnish to the Association, not later than one (1) month before such review, a report, in scope and detail satisfactory to the Association and integrating the results of the monitoring and evaluation activities performed pursuant to Section 5.08(a) of the General Conditions, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date.

Section III. Withdrawal of the Proceeds of the Financing

A. General

 Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay Preparation Advance A and Preparation Advance B; in the amount, and if applicable, up to the percentage set forth against each Category in the following table:

Category	Amount of the Credit Allocated (expressed in Euro)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Specific EEPs under Parts 1, 2.1 and 2.3 of the Project.	66,091,200	Up to 100% of the Allocated Amount for each DLR (or part of a DLR) as set forth in Schedule 3 to this Agreement (or such lesser percentage as represents the total Specific EEPs paid by the Recipient as of the date of withdrawal)
(2) SDF Financings under Part2.2 of the Project	35,968,000	100%
 (3) Goods, works, non- consulting services, and consulting services, Operating Costs and Training under Part 3 of the Project 	8,553,000	100%
(4) Refund of Preparation Advance A	1,040,100	Amount payable pursuant to Section 2.07(a) of the General Conditions
(5) Refund of Preparation Advance B	747,700	Amount payable pursuant to Section 2.07(a) of the General Conditions
(6) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	112,400,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) on the basis of DLRs achieved prior to the Signature Date;
 - (c) in respect of Category (1) above, until and unless the Recipient has: (i) furnished evidence satisfactory to the Association that the DLR for which payment is requested has been achieved as set forth in Schedule 3 to this Agreement, including the corresponding verification report(s) referred to in Section F of Schedule 2 to this Agreement; and (ii) complied with the instructions under the Disbursement and Financial Information Letter, including the submission to the Association of evidence acceptable to the Association of the incurrence of Specific EEPs for which payment is requested;
 - (d) in respect of Category (2) above, unless the Recipient has: (i) established the SDF Grants Committee and SDF Secretariat and recruited a fund manager to head the SDF Secretariat, in accordance with the provisions of Section I.A.5 of Schedule 2 to this Agreement; and (ii) prepared and adopted an SDF Implementation Manual in accordance with Section I.B.1(c) of Schedule 2 to this Agreement; and
 - (e) for Emergency Expenditures under Category 6, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:
 - the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.G of this Schedule;
 - (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in

accordance with the provisions of Section I.G of this Schedule, for the purposes of said activities; and

- (iv) the Recipient has adopted the CER Manual, in form and substance acceptable to the Association, and the provisions of the CER Manual remain - or have been updated in accordance with the provisions of Section I.G of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.
- 2. Notwithstanding the provisions of paragraph 1(c) above, if the Association determines that any DLR has been not been achieved or has only been partially achieved by the end of the year during which such DLR was scheduled to be achieved as set forth in Schedule 3 to this Agreement, and/or the Allocated Amount(s) for such DLR(s) has/have not been fully withdrawn, the Association may, at any time, by notice to the Recipient, decide at its sole discretion to:
 - (a) for any DLR which is scalable, as indicated in the Verification Protocol, authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing corresponding to the Allocated Amount for said DLR which, in the opinion of the Association, corresponds to the extent of achievement of said DLR(s), said lesser amount to be calculated in accordance with the applicable scalability formula set out in the Verification Protocol;
 - (b) withhold all or a portion of the proceeds of the Financing corresponding to the Allocated Amounts for the said DLR(s) until such DLR(s) is/are, in the opinion of the Association, satisfactorily met, and thereafter disburse in whole or in part such Allocated Amounts at any later time when such DLRs are met;
 - (c) reallocate all or a portion of the proceeds of the Financing corresponding to the Allocated Amounts of the said DLR(s) to any other DLR(s); and/or
 - (d) in the case of any DLRs not achieved by the Closing Date, cancel all or a portion of the proceeds of the Financing corresponding to the Allocated Amounts then allocated to said DLR(s), it being understood that the dates provided in Schedule 3 to this Agreement by which DLRs are set to be achieved are indicative and that DLRs may be achieved at any time prior to the Closing Date.
- 3. Notwithstanding the provisions of paragraph 1(c) above, the amount of the Financing to be withdrawn upon the verified achievement of any DLR shall not exceed the lesser of: (a) the Allocated Amount corresponding to such DLR; and

(b) the amount of the Specific EEPs under Category 1 incurred by the Recipient but not yet paid by the proceeds of the Financing as of the date of such withdrawal.

- 4. If, at any time, the Association determines that any portion of the amounts disbursed under Category (1) was: (a) made for expenditures that are not eligible under the Specific EEPs; or (b) not in compliance with the provisions of paragraph 1(c) above and the provisions of the PIM, the Recipient shall promptly refund any such amount to the Association as the Association shall specify by notice to the Recipient.
- 5. The Closing Date is December 31, 2025.

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SCHEDULE 3

Disbursement-Linked Indicators, Disbursement Linked Results and Allocated Amounts

Disbursement Linked Indicators	Disbursement Linked Results ¹					
	Year 1	Year 2	Year 3	Year 4	Year 5	
DLI 1:	DLR1.1:	DLR 1.2:	DLR1.3:	DLR1.4:	DLR1.5:	
Targeted	(a) Simplified School	At least 50% of	At least 70% of	At least 80% of	At least 80% of	
Secondary	Manual adopted,	Targeted Secondary	Targeted Secondary	Targeted Secondary	Targeted Secondary	
Schools that	including matrix of	Schools: (a) have	Schools: (a) have	Schools: (a) have	Schools: (a) have	
comply with	agreed Standards.	received School	received School	received School Grants	received School Grants	
Standards		Grants to support the	Grants to support the	to support the	to support the	
critical for	(b) List of Targeted	implementation of	implementation of	implementation of their	implementation of their	
learning	Secondary Schools	their SIPs; and (b)	their SIPs; and (b)	SIPs; and (b) comply	SIPs; and (b) comply	
environment and	adopted.	comply with 80% of	comply with 80% of	with 80% of the	with 80% of the	
equity		the Standards,	the Standards,	Standards, including	Standards, including	
	(c) At least 80% of	including having: (i)	including having: (i)	having: (i) their SIPs	having: (i) their SIPs	
	Targeted Secondary	their SIPs validated in	their SIPs validated in	validated in	validated in	
	Schools have publicly	accordance with the	accordance with the	accordance with the	accordance with the	
	displayed their School	Verification Protocol;	Verification Protocol;	Verification Protocol;	Verification Protocol;	
	Improvement Plan	(ii) bank accounts	(ii) bank accounts	(ii) bank accounts	(ii) bank accounts	
	("SIP").	opened in order to				
		receive School Grants;	receive School Grants;	receive School Grants;	receive School Grants;	
		and (iii) the Code of				

¹ The Years indicated in this table are indicative and the achievement of DLRs is not timebound.

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		Conduct signed by their staff.	Conduct signed by their staff.	Conduct signed by their staff.	Conduct signed by their staff.
Allocated Amount	EUR 8,092,800	EUR 8,092,800	EUR 8,092,800	EUR 7,193,600	EUR 4,496,000
DLI 2:	DLR 2.1:	DLR 2.2:	DLR 2.3:	DLR 2.4:	DLR 2.5:
Head teachers of general secondary schools trained and accredited	An accreditation program for head teachers of general secondary schools is developed and validated.	At least 18% of head teachers from all existing general secondary schools are trained and accredited.	 (a) At least 50% of head teachers from all existing general secondary schools are trained and accredited. (b) The accreditation program for head teachers is evaluated and updated. 	At least 75% of head teachers from all existing general secondary schools are trained and accredited.	At least 95% of head teachers from all existing general secondary schools are trained and accredited.
Allocated Amount	EUR 1,348,800	EUR 899,200	EUR 899,200	EUR 899,200	EUR 449,600
DLI 3:	DLR 3.1:	DLR 3.2:	DLR 3.3:	DLR 3.4:	DLR 3.5:
Newly recruited teachers have completed an on-boarding program	On-boarding program for new teachers developed and validated.	At least 95% of newly recruited teachers have completed the onboarding program.	(a) At least 95% of newly recruited teachers have completed the on- boarding program.	At least 95% of newly recruited teachers have completed the updated on-boarding program.	At least 95% of newly recruited teachers have completed the updated on-boarding program

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			(b) The on-boarding program for new teachers is evaluated and updated.		
Allocated Amount	EUR 1,348,800	EUR 899,200	EUR 899,200	EUR 899,200	EUR 449,600
DLI 4:	DLR 4.1:	DLR 4.2:	DLR 4.3:	DLR 4.4:	DLR 4.5:
New CBT packages in Selected Economic Sectors are developed, approved and available at MINEFOP and MINESEC and are in use.	 (a) MINEFOP has approved a detailed and costed action plan for developing and rolling out CBT Packages. (b) MINESEC has approved a detailed and costed action plan for development and rolling out CBT Packages. 	 (a) At least 15 (cumulative) new CBT Packages in Selected Economic Sectors have been developed and approved and are available on the MINEFOP website. (b) At least 19 (cumulative) new CBT Packages in Selected Economic Sectors have been developed and approved and are available on the MINESEC website. 	 (a)(i) At least 30 (cumulative) new CBT Packages in Selected Economic Sectors have been developed and approved and are available on the MINEFOP website; and (ii)at least 10 (cumulative) new CBT packages approved by MINEFOP are in use in MINEFOP accredited centers. (b) At least 19 new CBT packages approved by MINESEC are in use in MINESEC 	 (a) At least 45 (cumulative) new CBT Packages in Selected Economic Sectors have been developed and approved and are available on the MINEFOP website. (b) At least 25 (cumulative) new CBT packages approved by MINEFOP are in use in MINEFOP accredited centers. 	At least 45 (cumulative) new CBT packages approved by MINEFOP are in use in MINEFOP accredited centers.

accredited centers.

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Allocated Amount	EUR 1,798,400 for DLR 4.1(a)	EUR 1,438,720 for DLR 4.2(a)	EUR 1,438,720 for DLR 4.3(a)	EUR 899,200	EUR 539,520
	EUR 1,798,400 for DLR 4.1(b)	EUR 449,600 for DLR 4.2(b)	EUR 449,600 for DLR 4.3(b)		
DLI 5:	DLR 5.1:	DLR 5.2:	DLR 5.3:	DLR 5.4:	nie die ander en en er en er en er er
Teachers trained	(a) MINEFOP has	(a) At least 300	(a) At least 600	At least 900	n glange soner ei ei ei ei ei Status
on the use of the new CBT	approved a detailed	(cumulative) teachers have been trained on	(cumulative) teachers have been trained on	(cumulative) teachers have been trained on	
Packages	and costed operational plan for teacher	the new CBT	the new CBT	the new CBT Packages	
approved by MINEFOP and MINESEC	training on new CBT Packages.	Packages approved by MINEFOP	Packages approved by MINEFOP.	approved by MINEFOP.	
MINESEC	(b) MINESEC has approved a detailed and costed operational plan for teacher training on new CBT Packages.	(b) At least 250 (cumulative) teachers have been trained on the new CBT Packages approved by MINESEC.	(b) At least 400 (cumulative) teachers have been trained on the new CBT Packages approved by MINESEC.		
Allocated	EUR 1,348,800 for	EUR 449,600 for DLR	EUR 449,600 for DLR	EUR 449,600	
Amount	DLR 5.1(a)	5.2(a)	5.3(a)		
	EUR 449,600 for DLR 5.1(b)	EUR 449,600 for DLR 5.2(b)	EUR 449,600 for DLR 5.3(b)		

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DLI 6:	DLR 6.1:	DLR 6.2:	DLR 6.3:	DLR 6.4:	DLR 6.5:
Improved strategic planning and management	 (a) Draft national skills development strategy and plan is available (the "NSDS"). (b) Draft NQCF is available. 	 (a) The NSDS, together with a costed action plan, has been endorsed by the Recipient. (b) The NQCF has been finalized and approved by MINEFOP. 	A sectorial qualification and certification framework has been piloted in at least one Selected Economic Sector.	A sectorial qualification and certification framework has been piloted in at least three (cumulative) Selected Economic Sectors.	 (a)(i) A mid-term evaluation of the NSDS has been published on MINEFOP's website; and (ii) an updated implementation plan for the NSDS has been published on the MINEFOP website. (b) National and sectorial qualification frameworks for technical education and training have been finalized and approved by MINEFOP for each of the Selected Economic Sectors.
Allocated Amount	EUR 449,600 for DLR 6.1(a)	EUR 269,760 for DLR 6.2(a)	EUR 719,360	EUR 1,079,040	EUR 359,680 for DLR 6.5(a)
an a	EUR 899,200 for DLR 6.1(b)	EUR 719,360 for DLR 6.2(b)	n an		EUR 449,600 for DLR 6.5(b)

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DLI 7:	DLR 7.1:	DLR 7.2:	DLR 7.3:	DLR 7.4:	DLR 7.5:
Strengthened information system and skills development sector monitoring	 (a)(i) Concept note for the development of an integrated digital platform for skills development opportunities ("Skills Platform") developed, and (ii) beta version of the Skills Platform is launched. (b) Methodology for tracer studies developed and piloted. 	 (a) Launch of Skills Platform and a related application with information on training opportunities at MINEFOP and MINSEC. (b) Results of the baseline tracer study published by MINEFOP. 	Launch of Skills Platform and a related application with information on training opportunities in at least three ministries (active in the Selected Economic Sectors).	(a) Updated version of Skills Platform and related application available.(b) Results of midterm tracer study published by MINEFOP	Results of the final tracer study published by MINEFOP
Allocated Amount	EUR 629,440 for DLR 7.1(a) EUR 629,440 for DLR 7.1(b)	7.2(a)	EUR 269,760	EUR 179,840 for DLR 7.4(a) EUR 449,600 for DLR 7.4(b)	EUR 269,760

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SCHEDULE 4

Specific Eligible Expenditure Programs

Agency- Budgetary Institutions	Line Ministry/Institution Code	Item Code	Description	Program Code	Program Description		
				6171	In-country mission allowances (Indemnités de mission à l'intérieur)		
		6172	Abroad mission allowances (Indemnités de mission à l'extérieur)				
	MINEFOP (35)	6187	Training costs (Frais de formation, stage et organisation de séminaire)	453			
MI		6263	Specific allowances (Indemnités spécifiques)		Vocational training development		
		6240	Salary (Personnel à solde globale)				
		6217	Compensation linked to status (Indemnités liées au statut general)				
		6218	In-kind benefits (Avantages en nature liés à la fonction)				
		6219	Support for creation of new posts (Prise en charge des nouveaux postes à créer)				
MI	NESEC (25)	6171	In-country mission allowances (Indemnités de	333	Secondary education		

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Agency- Budgetary Institutions	Line Ministry/Institution Code	Item Code	Description	Program Code	Program Description
			mission à l'intérieur)		(intensification of professionalization)
		6187	Training costs (Frais de formation, stage et organisation de séminaire)		
		6101	Purchase of supplies and minor office maintenance (Achat de fournitures et petit entretien de bureaux)		
		6210	Gross salaries of civil servants (Salaires brut du personnel sous statut général de la fonction publique)		
		6171	In-country mission allowances (Indemnités de mission à l'intérieur)		
		6187	Training costs (Frais de formation, stage et organisation de séminaire)	332	Secondary Education (improvement of the quality of education in the
		6101	Purchase of supplies and minor office maintenance (<i>Achat de</i> <i>fournitures et petit</i> <i>entretien de</i> <i>bureaux</i>)		general secondary education)

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Agency- Budgetary Institutions	Line Ministry/Institution Code	Item Code	Description	Program Code	Program Description
		6210	Gross salaries of civil servants (Salaires brut du personnel sous statut général de la fonction publique)		

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SCHEDULE 5

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2025 to and including May 15, 2045	1.65%
commencing November 15, 2045 to and including May 15, 2050	3.40%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

- 1. "Allocated Amount" means the amount allocated to each individual DLR or part of a DLR, as indicated in the table in Schedule 3 to this Agreement, as such amount might be reallocated and/or cancelled (whether partially or in its entirety) by the Association, from time to time as the case may be, in accordance with the provisions of Section III.B of Schedule 2 to this Agreement.
- 2. "Annual Work Plan and Budget" means an annual work plan and budget referred to in Section I.D 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 November 2017 and August 2018.
- 4. "Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- 5. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- 6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 7. "CBT" means competency-based training.
- 8. "CBT Package" means a sector specific training package for CBT developed or to be developed by MINEFOP or MINESEC, based on sectoral needs assessments, and including, as applicable: (a) a sector study or job analysis; (b) an occupational competencies reference guide; (c) a training program (curriculum); (d) an assessment package; (e) pedagogic guidelines; and (f) guidelines on workshop organization and materials.
- 9. "Code of Conduct" means the code of conduct for school staff to be developed by the Recipient and set forth in the Simplified School Manual.

- 10. "Contingency Emergency Response Manual" and the acronym "CER Manual" means the manual referred to in Section I.G of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
- 11. "Delegated Administration" has the meaning assigned to that term in Section I.C.2 of Schedule 2 to this Agreement.
- 12. "Direct Administration" has the meaning assigned to that term in Section I.C.2 of Schedule 2 to this Agreement.
- 13. "Disbursement-Linked Indicator" or "DLI" means, an indicator set forth in the table in Schedule 3 to this Agreement.
- 14. "Disbursement-Linked Result" or "DLR" means a result set forth in Schedule 3 to this Agreement, on the basis of the achievement of which the amount of the Financing corresponding to the Allocated Amount for said result may be withdrawn in accordance with the provisions of Section III.B of Schedule 2 to this Agreement.
- 15. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 16. "Emergency Expenditure" means any of the eligible expenditures set forth in the Emergency Response Manual in accordance with the provisions of Section I.G of Schedule 2 to this Agreement and required for the Emergency Response Part.
- 17. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
- 18. "Environmental and Social Commitment Plan" or the acronym "ESCP" means the Recipient's environmental and social commitment plan, acceptable to the Association, dated June 10, 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 Association , and such term includes any annexes or schedules to such plan.
- "Environmental and Social Standards" 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 bv the Association athttps://projects.worldbank.org/en/projects-operations/environmental-andsocial-framework/brief/environmental-and-social-standards.

- 20. "Fiscal Year" or "FY" means the Recipient's fiscal year commencing from January 1 to December 31 of each year.
- 21. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
- 22. "Grantee" means a public or private TVET institution, a small or medium enterprise, or a trade association or organization of, *inter alia*, micro-enterprises, informal sector enterprises, the self-employed, cooperatives, in each case that satisfies the eligibility criteria set forth under the SDF Implementation Manual for recipients of SDF Financings, and to which a SDF Financing has been (or is proposed to be) provided.
- 23. "MINEFOP" means the Recipient's Ministry of Professional Training and Employment (*Ministère de l'Emploi et de la Formation Professionnelle*), or any successor thereto acceptable to the Association.
- 24. "MINEPAT" means the Recipient's Ministry of Economy, Planning and Regional Development (*Ministère de l'Economie, de la Planification et de l'Aménagement de Territoire*), or any successor thereto acceptable to the Association.
- 25. "MINESEC" means the Recipient's Ministry of Secondary Education (*Ministère des Enseignements Secondaires*) or any successor thereto acceptable to the Association.
- 26. "National Qualification and Certification Framework" or "NQCF" the national qualification and certification framework to be developed by the Recipient for registering learner achievement to enable national recognition of acquired skills and knowledge.

- 27. "Operating Costs" means the reasonable incremental operating costs, based on Annual Work Plans and Budgets, incurred by the Recipient on account of Project implementation including: office equipment and supplies, maintenance of equipment, insurance costs, office administration costs, rental, consumables, accommodation, vehicle operation and maintenance costs, utilities, communication charges, per diems, travel allowances, and salaries of the Recipient's locally contracted staff, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Recipient's civil service.
- 28. "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.
- 29. "Preparation Advance A" 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 and on behalf of the Recipient on May 2, 2018, in respect of Preparation Advance No. V1880.
- 30. "Preparation Advance B" 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 and on behalf of the Recipient on November 21, 2019, in respect of Preparation Advance No.V302-CM.
- 31. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 32. "Project Procedures Manual" means the Recipient's Project procedures manual, referred to in Section I.B.1(b) of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
- 33. "Project Coordination Unit" or "PCU" means the Recipient's coordination unit to be established pursuant to Section I.A.2 of Schedule 2 to this Agreement.
- 34. "Project Implementation Manual" and "PIM" means the Recipient's Project implementation manual, referred to in Section I.B.1(a) of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior

written agreement of the Association, and such term includes any annexes or schedules to such manual.

- 35. "Project Manuals" means, collectively, the PIM, the Project Procedures Manual, the Simplified School Manual, and the SDF Implementation Manual.
- 36. "Project Steering Committee" or "PSC" means the Recipient's steering committee to be established pursuant to Section I.A.1 of Schedule 2 to this Agreement.
- 37. "School Grant" means a grant provided by the Recipient to a Targeted Secondary School for purposes of financing the implementation of a SIP.
- 38. "School Improvement Plan" or "SIP" means a school improvement plan referred to in Part 1.1(a) of the Project.
- 39. "SDF Financing" means a Window 1 Grant, a Window 1 Loan, Window 2 Grant or Window 3 Grant, and "SDF Financings" means all such financings collectively.
- 40. "SDF Financing Activity" means an activity described under Part 2.2 of the Project carried out (or to be carried out) by a Grantee and financed (or to be financed) through an SDF Financing.
- 41. "SDF Financing Agreement" means an agreement between the Recipient and a Grantee, pursuant to which a SDF Financing shall be made available to the Grantee, on terms and conditions acceptable to the Association.
- 42. "SDF Grants Committee" means the committee for the SDF to be established pursuant to Section I.A.5 of Schedule 2 to this Agreement.
- 43. "SDF Implementation Manual" means the manual referred to in Section I.B.1(c) of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
- 44. "SDF Secretariat" means the secretariat for the SDF Grants Committee, to be established pursuant to Section I.A.5 of Schedule 2 to this Agreement.
- 45. "Selected Economic Sectors" means the agro-processing, energy, digital economy, and construction sectors of the Recipient's economy, or such other sectors as may be agreed between the Recipient and the Association.
- 46. "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.

- 47. "Simplified School Manual" means the manual referred to in Section I.B.1(d) of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
- 48. "Skills Development Fund" or "SDF" mean the skills development fund, to be established under Part 2.2 of the Project, to support demand-led skills development as set out in the SDF Implementation Manual.
- 49. "Specific Eligible Expenditure Programs" or "Specific EEPs" means the actual expenditures reasonably incurred by the Recipient under the sector budget lines set forth in Schedule 4 of this Agreement (or their successors acceptable to the Association), under Part 1, Part 2.1 and Part 2.3 of the Project.
- 50. "Standards" means the minimum and mandatory learning environment standards for schools, established by the Recipient and acceptable to the Association, as set out in the PIM.
- 51. "Targeted Secondary Schools" means general secondary schools selected in accordance with predefined criteria set out in the Project Implementation Manual referred to in Section I.B.1(a) of Schedule 2 to this Agreement.
- 52. "Training Costs" 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.
- 53. "TVET" means technical and vocational education and training.
- 54. "Verification Agency" means an entity, agency or consultant, acceptable to the Association, to be engaged by the Recipient for the purpose of certifying the achievement of DLRs in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.
- 55. "Verification Protocol" means the Recipient's protocol, acceptable to the Association, setting forth the means by which the achievement of DLRs will be verified under the Project, as such Verification Protocol may be amended from time to time with the prior written agreement of the Association.
- 56. "Window 1 Grant" means a grant made out of the proceeds of the Financing and referred to under Part 2.2(a)(i) of the Project.

- 57. "Window 1 Loan" means a loan made out of the proceeds of the Financing and referred to under Part 2.2(a)(ii) of the Project.
- 58. "Window 2" Grant" means a grant made out of the proceeds of the Financing and referred to under Part 2.2(b) of the Project.
- 59. "Window 3" Grant" means a grant made out of the proceeds of the Financing and referred to under Part 2.2(c) of the Project.
- 60. "Year 1" means the first full Fiscal Year of Project implementation, expected to be Fiscal Year 2021.
- 61. "Year 2" means the second full Fiscal Year of Project implementation, expected to be Fiscal Year 2022.
- 62. "Year 3" means the third full Fiscal Year of Project implementation, expected to be Fiscal Year 2023.
- 63. "Year 4" means the fourth full Fiscal Year of Project implementation, expected to be Fiscal Year 2024.
- 64. "Year 5" means the fifth full Fiscal Year of Project implementation, expected to be Fiscal Year 2025.