# **CONFORMED COPY**

# **GRANT NUMBER H303-DRC**

# **Financing Agreement**

(Education Sector Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**Dated June 8, 2007** 

#### **GRANT NUMBER H303-DRC**

#### FINANCING AGREEMENT

AGREEMENT dated June 8, 2007, entered into between DEMOCRATIC REPUBLIC OF CONGO ("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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to ninety nine million and two hundred thousand Special Drawing Rights (SDR 99,200,000) ("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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Currency is the Dollar.
- 2.05. The Payment Dates are January 1 and July 1 in each year.

#### ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project and the Program in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

## ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Recipient has enacted an inter-ministerial *Arrêté* in form and substance satisfactory to the Association, setting up an exclusive nomenclature and levels of fees to be levied in connection with primary education;
  - (b) the Recipient has: (i) established PMCU in form and with functions satisfactory to the Association and with the following staff having qualifications and experience satisfactory to the Association: a national coordinator, a chief financial officer, an accountant, a treasurer, a civil engineer, and a monitoring and evaluation specialist; and (ii) the Recipient has adopted the POM in form and substance satisfactory to the Association;
  - (c) the Recipient has established an operational fiduciary management system satisfactory to the Association including: (i) the adoption of the MFAP in form and substance satisfactory to the Association; (ii) the recruitment of a firm acceptable to the Association, under terms and conditions satisfactory to the Association to carry out internal audit activities under the Project; and (iii) the installation of a software for financial management, accounting and procurement within the PMCU;
  - (d) the Recipient has recruited the Procurement Agent on terms and conditions satisfactory to the Association;
  - (e) the Recipient has recruited: (i) the auditors referred to in Section II B of Schedule 2 to this Agreement; and (ii) the technical auditor referred to in Section I A 2 (b) of Schedule 2 to this Agreement.

4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

# ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 5.01. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is the Minister at the time in charge of finance.
- 5.02. The Recipient's Address is:

Ministry of Finance Rue Lubefu No 20, Commune de la Gombe Kinshasa I BP 12997

Facsimile:

243 880 23 81

5.03. The Association's Address is:

International Development Association 1818 H Street, NW Washington, DC 20433 United States of America

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391

Washington, DC

AGREED at Washington DC, United States of America, as of the day and year first above written.

## DEMOCRATIC REPUBLIC OF CONGO

By /s/ Faida Mitifu

**Authorized Representative** 

## INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Pedro Alba

**Authorized Representative** 

#### **SCHEDULE 1**

## **Project Description**

The objectives of the Project are to assist the Recipient in preventing further deterioration in the delivery of essential services for primary education and prepare ground for a sustainable development and financing of the sector that will facilitate donor coordination and future transition to a sector wide program.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Association may agree upon from time to time to achieve such objectives.

#### Part A: Increasing Access and Equity at Primary Level

- Rehabilitation of primary school infrastructure and development of a sustainable national strategy for school rehabilitation, through: (a) studies and technical work on such issues as norms for low-cost construction, community participation, good governance, financial. technical and logistics management and maintenance; (b) rehabilitation of about 260 schools including 1,570 classrooms; school directors' offices; equipment (desks, closets); and latrines; and (c) capacity building for the Infrastructure Division of MEPSP in such fields as strategic planning, low-cost techniques, financial and procurement management, contracting out works to the private sector, and decentralized community-managed school construction and rehabilitation, all through the carrying out of works and the provision of goods, services and training.
- 2. Rehabilitation of UPN's facilities including classroom blocks, latrines, offices and provision of pedagogical equipment and materials.
- 3. Financing of expenditures to empower the Recipient to: (i) eliminate parents' monetary contributions to sustain operating costs for primary schools; and (ii) integrate 30,000 primary school teachers into the public payroll for public primary schools.
- 4. Provision of services to strengthen safeguards in the Recipient's teacher pay system through: (i) strengthening SECOPE's capacity at the central and provincial level in the field of database planning and management, as well as resources management and monitoring; (ii) carrying out of information and communications campaigns; (iii) training of parent committees in monitoring fee-free policy; (iv) carrying out of inter-ministerial monitoring missions; and (v) carrying out of two tracking surveys of payments of salaries for primary education teachers and fees for operating expenditures in primary education.

## Part B: Improving Quality of Primary Education

- 1. Improvement of availability and quality of textbooks and learning materials, through: (i) acquisition of textbooks and teachers' guides; (ii) training inspectors, school advisers and school directors in the use of textbooks; (iii) production and distribution of manuals on the care and management of textbooks; (iv) establishment of a tracking database; (v) carrying out study tours in selected countries; (vi) training MEPSP staff in evaluation of textbook content, definition of textbook pedagogical and technical specifications; and (vii) carrying out of a book sector study aimed at gathering relevant information and knowledge to develop and implement an adequate national textbook policy.
- 2. Strengthening capacity to assess learning achievements by: (i) training relevant staff at UPN in research on learning achievement, statistical sampling, diagnostic learning assessment tools, and assessment design, including for the preparation of the survey to be carried out in primary education; (ii) establishing capacity within UPN to provide baseline information on learning achievements in primary schools; and (iii) carry out two rounds of assessments in selected primary schools.

## Part C: Strengthening Institutional and Financial Capacity for the Education Sector

- 1. Provision of technical advisory services to support policy reform in the field of pre-service and in-service teacher training, including inter alia: (i) analysis of existing resources and reform options for pre-service teacher education; (ii) evaluation of existing in-service teacher training experiences and options for scaling up; (iii) feasibility studies for reform, including study tours in selected countries.
- 2. Formulation and implementation of: (i) a comprehensive education strategy including an appropriate legal framework and financing plans for all relevant sub-sectors including primary, secondary and higher education and literacy programs; and (ii) pilot programs designed to increase literacy and school remediation across the Recipient's territory;
- 3. Establishment of an appropriate structure comprising representatives of relevant institutions and education sub-sectors including primary, secondary and higher education and adult literacy to oversee the formulation and implementation of the comprehensive education strategy referred to in paragraph 2 above.
- 4. Carrying out of workshops, seminars, publicity campaigns and technical audits aimed at disseminating the new comprehensive education strategy and fostering sustainable dialogue between key stakeholders in the education sector including parents, teachers, school administrators and representatives of civil society.
- 5. Carrying out of studies designed to promote equity and to improve school achievement rates including inter alia: (a) a feasibility study to establish a sustainable and

efficiently performing students' transportation scheme; (b) a nutrition study to supplement students' nutrition within the school environment; and (c) a health study aimed at sustaining good health for students within the school environment.

# Part D: Project Management

- 1. Acquisition of technical advisory services, computer equipment, office materials, supplies and vehicles required for the Project.
- 2. Provision of training (including study tours) to enhance the capacity and expertise of the Recipient's staff involved in carrying out the Project.

#### **SCHEDULE 2**

## **Project Execution**

## **Section I.** Implementation Arrangements

## A. Institutional Arrangements

- 1. Except as the Association shall otherwise agree, the Recipient shall: (i) apply the criteria, policies, procedures and arrangements set out in the POM and MFAP; and (ii) not amend or waive, or permit to be amended or waived, the POM and MFAP, or any provision thereof, in a manner which, in the opinion of the Association, may materially and adversely affect the implementation of the Project.
- 2. The Recipient shall maintain, throughout Project implementation, the following entities, in form and substance and with composition, resource and functions satisfactory to the Association and as further detailed in the POM:
- (a) The SC shall be responsible for: (i) making policy decisions; (ii) approving annual work programs and related budgets; and (iii) providing strategic guidance for efficient execution of the Project; it shall meet at least once in each quarter.
- (b) The PMCU shall have staff in adequate number, including a Technical Auditor, all with qualifications and experience satisfactory to the Association. It shall discharge all the responsibilities entrusted to it as detailed in the POM and the MFAP.
- 3. The Recipient shall ensure that at all times during Project implementation, unless otherwise agreed with the Association: (i) a Procurement Agent be employed under a contract with terms and conditions satisfactory to the Association spelling out precisely the procurement activities to be carried out by the Procurement Agent; and (ii) adequate coordination be organized for the proper execution of its duties by Procurement Agent.

## 4. The Recipient shall:

- (a) establish the structure referred to under Part C 3 of the Project not later than July 31, 2008; and (b) maintain the said structure throughout the Project implementation period with functions, membership acceptable to the Association and with staff in adequate numbers and whose qualifications and experience are satisfactory to the Association.
- (b) (i) by December 31, 2008, formulate the education strategy and the literacy pilot programs referred to under Part C 2 of the Project; (ii) promptly submit the

draft education strategy and the literacy pilot programs to the Association for its review and comments; (iii) finalize the education strategy and the literacy pilot programs by taking into account the Association's comments and recommendations; and (iv) carry out the education strategy and the literacy programs as agreed upon with the Association.

5. The recipient shall: (a) carry out the studies referred to under Part C 5 of the Project by December 31, 2008; (b) submit promptly the results of said studies to the Association for its review and comments; and (c) implement the results and recommendations of the said studies as agreed upon with the Association.

## **B.** Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

# C Safeguards

The Recipient shall carry out the Project in accordance with the provisions of the ESIA, ESMF and the RPF, and, as the case may be in accordance with the provisions of the ESMP and of the RAP, and except as the Association shall otherwise agree, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of any of the aforementioned.

## Section II. Project Monitoring, Reporting and Evaluation

## A. Project Reports

- 1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
  - (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
    - (i) By the Mid-Term Review, 450 classrooms will have been rehabilitated.
    - (ii) By the Mid-Term Review, 7,000,000 textbooks and 150,000 teacher's guides in the corresponding subjects will have been made available to schools.

- (iii) By the Midterm Review, the education sector strategy and the medium term financing plan will have been approved by the Recipient.
- (iv) By the end of the Project, the completion rate in primary education will have increased from 29% to 35%.
- (v) By the end of the Project, the gross enrollment rate in primary education will have increased from 64% to 75%.

# 2. The Recipient shall:

- (a) at the request of the Association, exchange views with the Association with regard to the progress of the Project, the performance of its obligations under this Agreement, and promptly inform the Association of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the objectives of the Project, or the performance of its obligations under this Agreement;
- (b) no later than December 31, 2009 or such other date as may be agreed with the Association carry out jointly with the Association, a mid-term review of the progress made in carrying out the Project and overall Project performance against Project performance indicators;
- (c) prepare, and at least four weeks prior to the Mid-Term Review, furnish to the Association, a report describing the status of implementation of each component of the Project and a summary report of Project implementation generally;
- (d) no later than March 31, 2010 after the completion of the Mid-Term Review, start to implement the recommendations of the Mid-Term Review as agreed with the Association; and
- (c) the Mid-Term Review shall assess, *inter alia*: (i) the overall progress made during the implementation of the Project; and (ii) the results of the monitoring and evaluation activities.

## B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient or such other period as agreed by the Association. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

#### **Section III.** Procurement

#### A. General

- 1. Goods, Works, and services other than consultant services. All goods, works and services other than consultant services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
- 2. Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
- **3. Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.
- B. Particular Methods of Procurement of Goods, Works, and Services other than consultant services
- 1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and services other than consultant services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. Other Methods of Procurement of Goods, Works and Services other than consultant services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

## **Procurement Methods**

- (a) National Competitive Bidding Procedures as set forth in paragraphs 3.3 and 3.4 of the Procurement Guidelines. NCB procedures will be conducted on the basis of the World Bank ICB guidelines and Standard Bidding Documents guidelines and modified to take into account the country's specifics, such as language, currency, advertising and conflict resolutions mechanisms.
- (b) Shopping Procedures as set forth in paragraph 3.5 of the Procurement Guidelines
- (c) Direct contracting Procedures as set forth in paragraphs 3.6 and 3.7 of the Procurement Guidelines.
- (d) Procurement from UN Agencies as set forth in paragraph 3.9 of the Procurement Guidelines.

#### C. Particular Methods of Procurement of Consultants' Services

- 1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services. The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

#### **Procurement Methods**

- (a) Consultants' Qualifications Procedures as set forth in paragraphs 3.7 of the Consultant Guidelines
- (b) Least Cost Selection Procedures as set forth in paragraphs 3.6 of the Consultant Guidelines.
- (c) Single-source selection Procedures as set forth in paragraphs 3.9 to 3.13 of the Consultant Guidelines
- (d) Selection of Individual Consultants Procedures as set forth in paragraphs 5.1 to 5.4 of the Consultants Guidelines

#### D. Review by the Association of Procurement Decisions

With the exception of the first five contracts for works, and the first five contracts for goods and services other than consultants' services which will be subject to Prior Review by the Association, the Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

# Section IV. Withdrawal of the Proceeds of the Financing

#### A. General

- 1. The Recipient may withdraw the proceeds of the Financing of the Project in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
- 2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<u>Category</u>	Amount of the Grant Allocated (Expressed in SDR)	% of Expenditures to be Financed
(1) Civil Works		
(a) Part A (1) (b) Part A (2)	(a) 13,200,000 (b) 2,200,000	100%
(2) Goods, vehicles	4,600,000	100%
(3) Textbooks	10,700,000	100%
(4) Training and Workshops	5,500,000	100%
(5) Consultant Services	12,600,000	100%
(6) Teachers Salaries Installments	24,700,000	100%
(7) School Operating Costs Subsidies Installments	20,100,000	100%
(8) Operating Costs	4,300,000	100%

Category	Amount of the Grant Allocated (Expressed in SDR)	% of Expenditures to be Financed
(9) Refinancing of the Project Preparation Advance	660,000	Amount payable pursuant to Section 2.07 of the General Conditions
(9) Unallocated	640,000	
TOTAL	99,200,000	

## B. Withdrawal Conditions; Withdrawal Period

Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) for payments made prior to the date of this Agreement;
- (b) (i) for payment of the initial STSPST under Category (6) unless each of the actions referred to in Section V below has been taken; and (ii) for payment of each subsequent STSPST under Category (6) unless the Recipient has submitted to the Association an audit report related to the use of the proceeds of the preceding STSPST satisfactory to the Association; and
- (c) (i) after December 31, 2008 for payment of the initial STPSOC unless each of the actions referred to in Section VI below has been taken; and (ii) for payment of each subsequent STPSOC unless the Recipient has submitted to the Association an audit report related to the use of the proceeds of the preceding STPSOC satisfactory to the Association.

The Closing Date is December 31, 2012.

#### **Section V. Conditions of Disbursement for Teachers Salaries**

The Recipient has furnished to the Association evidence satisfactory to it that each of the actions described below has been taken in a manner satisfactory to the Association:

1. (a) An *Arrêté ministeriel* freezing any transfer of personnel in primary schools; and (b) an *Arrêté inter-ministeriel* freezing the opening or accreditation of new public primary schools until a comprehensive census of primary schools, students, classrooms and teachers has been completed.

- 2. All teachers currently enrolled into the public payroll schedule furnished by SECOPE are integrated into the PTS.
- 3. A comprehensive list comprising the names of all teachers to be progressively integrated into the public payroll system and to be paid with the proceeds of the Financing allocated to Category (6) has been delivered to the Association.
- 4. SECOPE has been granted exclusive authority to handle all payments of teachers' salaries.

## Section VI. Conditions of Disbursement for School Operating Costs Subsidies

The Recipient has furnished to the Association evidence satisfactory to it that each of the actions described below has been taken in a manner satisfactory to the Association:

- 1. A comprehensive list identifying all public primary schools eligible to receive school operating costs subsidies through the proceeds of the Financing allocated to Category (7).
- 2. The Recipient has adopted a comprehensive school map covering its territory.

#### **APPENDIX**

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
- 2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 3. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
- 4. "Displaced Persons" means persons who, on account of the execution of any activity under the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.
- 5. "Environmental and Social Impact Assessment" or "ESIA" means the evaluation of the potential environmental and social risks and impacts of activities under the Project, to be carried out by the Recipient in accordance with the provisions of the POM (as hereinafter defined) and to include a management plan for mitigating, avoiding, reducing and/or offsetting such risks and impacts, as the same may be amended from time to time with the prior approval of the Association.
- 6. "Environmental and Social Impact Management Framework" or "ESMF" means the framework adopted by the Borrower on January 9, 2006, describing the screening procedures applicable for activities under the Project as well as guidelines for the preparation of management documents found to be required as a result of said screening, including, as the case may be the ESMP (as hereinafter defined) as the same may be amended from time to time with the approval of the Association.
- 7. "Environmental and Social Management Plan" or "ESMP" means the plan, in form and substance satisfactory to the Association, describing measures for the mitigation, reduction or offset of the environmental and social

- impacts of activities under the Project, to be prepared as the case may be, pursuant to the ESMF.
- 8. "Fiscal Year" means the fiscal year of the Recipient commencing January 1 and ending December 31 in the same year.
- 9. "General Conditions" means the "International Development Association General Conditions for Credits and Grants" dated July 1, 2005 (as amended through October 15, 2006).
- 10. "Inspectorate" means the body of education inspectors established pursuant to Ordinance No. 91-231 dated August 15, 1991.
- 11. "IGF" means *Inspection Générale des Finances*, the Recipient's institution established pursuant to Ordinance 87-237 dated September 15, 1987, in charge of controlling public expenditures and the use of public funds.
- 12. "Manual of Financial and Accounting Procedures" or "MFAP" means the manual adopted by the Recipient pursuant to Section 4.01 (c) of this Agreement, outlining the financial and accounting procedures, policies, and guidelines to be followed by the Recipient in Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the MFAP.
- 13. "MEPSP" means *Ministère de l'Enseignement Primaire, Secondaire et Professionnel*, the Recipient's Ministry in charge of primary, secondary and professional education.
- 14. "MESU" means *Ministère de l'Enseignement Supérieur et Universitaire*, the Recipient's Ministry in charge of higher education and universities.
- 15. "Operating Costs" means incremental costs for reasonable expenditures approved by the Association on basis of budgets acceptable to the Association related to implementation of the Project including inter alia expenses for rental of offices, acquisition of office equipment, materials and supplies, maintenance and repair of vehicles, fuel, communication, travel expenses and subsistence costs for travel related to the Project and salaries for contractual staff except for the Recipient's civil servants.
- 16. "PMCU" means the Project Management and Coordination Unit set forth in accordance with the provisions of Section 4.01 (b) of this Agreement.
- 17. "Procurement Agent" means the entity referred in Section 4.01 (d) of this Agreement.

- 18. "Procurement Plan" means the Recipient's procurement plan, dated April 21, 2007 covering the initial 18-month period of Project implementation, as the same shall be updated from time to time in accordance with the provisions of Section 3.02 to this Agreement.
- 19. "Program" means the program designed to reform and modernize the education sector of the Recipient and set forth or referred to in the letter dated November 21, 2005 from the Recipient to the Association.
- 20. "Project Operational Manual" or "POM" means the manual referred to in Section 4.01 (b) (ii) of this Agreement, outlining the institutional and operational arrangements for the implementation of the Project, including, *inter alia*, the monitoring and evaluation arrangements, the eligibility criteria for activities, in particular for school rehabilitation, and guidelines including environmental to be followed in Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the POM.
- 21. "Project Preparation Advance" means the project preparation advance granted by the Association to the Recipient pursuant to the Letter Agreement signed on behalf of the Association on September 22, 2005, and on behalf of the Recipient on October 27, 2005.
- 22. "Resettlement Action Plan" or "RAP" means the plan, in form and substance satisfactory to the Association, describing measures for the mitigation of the Project's impacts on Displaced Persons, to be prepared, as the case may be, pursuant to the Resettlement Policy Framework.
- 23. "Resettlement Policy Framework" or "RPF" means the policy framework for land acquisition, compensation, resettlement and rehabilitation of Displaced Persons dated January 9, 2006, as said policy framework may be amended from time to time with the approval of the Association.
- 24. "SC" and "Steering Committee" means the Interministerial Committee established pursuant to *arrêté* No. 0510/2005 dated January 26, 2005 as amended in agreement with the Association and which is futher referred to in Section I A of Schedule 2 to this Agreement.
- 25. "SECOPE" means *Service de Contrôle de la Paie des Enseignants*, the unit within MEPSP in charge of the management of teachers' salaries payment.
- 26. "STSPST" or "Semi-annual Tranche of Salaries for Primary School Teachers" means each tranche to be disbursed in each calendar semester under Category (6) for the purposes of Part A. 3 of the Project.

- 27. "STPSOC" or "Semi-annual Tranche for Primary Schools' Operating Costs" means "means each tranche to be disbursed in each calendar semester under Category (7) for the purposes of Part A. 3 of the Project.
- 28. "Training and Workshops" means incremental reasonable expenditures approved by the Association on basis of budgets acceptable to the Association to finance the cost of training activities, workshops and seminars related to the Project including inter alia expenses for rental of conference rooms, acquisition of materials and supplies and required office equipment.
- 29. "UPN" means *Université Pédagogique Nationale*, the Recipient's National Pedagogical University.