
GPE GRANT NUMBER TF0B6054

Global Partnership for Education
Grant Agreement

(Additional Financing for the Expanding Opportunities for Learning Project)

between

REPUBLIC OF DJIBOUTI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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

**GLOBAL PARTNERSHIP FOR EDUCATION
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the REPUBLIC OF DJIBOUTI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of grant funds provided by Donors under the Global Partnership for Education (“GPE”) for the purpose of providing additional financing to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project through the Ministry of National Education and Vocational Training (“MENFOP”) in accordance with the provisions of Article II of the Standard Conditions and, Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed two million three hundred thousand United States Dollars (\$2,300,000) (“GPE Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with

this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing that, on behalf of the Recipient, this Agreement has been duly authorized or ratified by and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred twenty (120) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for economy and finance.

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

(a) the Recipient's address is:

Ministry of Economy and Finance in charge of Industry
BP 13
Djibouti City
Republic of Djibouti; and

(b) the Recipient's Electronic Address is:

Facsimile: (253) 21358135

5.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

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

AGREED as of the Signature Date.

REPUBLIC OF DJIBOUTI

By



Authorized Representative

Name: _____ Ilyas Moussa Dawaleh

Title: _____ Minister

Date: _____ 18-sept.-2021

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

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

By



Authorized Representative

Name: _____ Marina wes

Title: _____ Country Director

Date: _____ 15-Sep-2021

SCHEDULE 1

Project Description

The objective of the Project is to increase equitable access to basic education, improve teaching practices, and strengthen MENFOP's management capacity.

The Project consists of the following parts:

Part 1. Establishing Foundations for Quality Preschool Education

1. Improving the quality of and access to preschool education, including, *inter alia*:
 - (a) provision of technical assistance for: (i) establishing a policy framework and quality standards for preschool education; (ii) revising the preschool curriculum and strengthening preschool teacher capacity to implement such reforms; (iii) developing new teaching and learning materials and training and professional development programs for teachers and other preschool staff; and (iv) adopting a preschool classroom teacher observation tool;
 - (b) carrying out a feasibility study to explore the possibilities of private-public partnership for the preschool education sector; and
 - (c) construction of new classrooms and rehabilitation of existing classrooms and provision of relevant equipment and furniture to such classrooms.
2. Financing of an Eligible Expenditure Program ("EEP") in support of improving the quality of preschool education, through, *inter alia*, carrying out assessments of preschools against the approved quality standards and of preschool teacher classroom performance.

Part 2. Expanding Access to and Improving Retention in Primary and Lower Secondary Education

1. Expanding access to primary and lower secondary education and improving retention of vulnerable and underserved groups, including refugees, girls, rural students and special needs students, including, *inter alia*:
 - (a) provision of technical assistance for: (i) developing a medium-term school expansion plan; (ii) supporting the inclusion of refugees in the national education system, including MENFOP's operation of schools in refugee camps formerly run by NGOs or UNHCR; (iii) establishing a strategy for including children with special needs and an awareness campaign to promote a more inclusive education; and (iv) developing sub-regional plans to promote enrollment and reduce dropouts; and

- (b) rehabilitation of existing schools.
- 2. Financing of an Eligible Expenditure Program (“EEP”) in support of a program of activities aimed at expanding access to primary and lower secondary schooling to out of school children (“OOSC”), as defined in the Appendix to this Agreement), in particular, vulnerable and underserved groups such as refugees, girls, rural students and special needs students, increasing retention of students and reducing repetition rates.

Part 3. Building Capacity to Support Teaching and Learning

- 1. (a) Improving and increasing the use of learning assessments, modernizing exam system in the short and medium term and establishing learning standards; (b) strengthening the competence of MENFOP’s staff and school-level staff and the overall system for such staff’s professional development; (c) improving pedagogical resources, including teaching and learning materials, (d) strengthening system resilience and preparedness to respond to COVID-19 and other shocks; and (e) Strengthening parental engagement in supporting student and remote learning all through, *inter alia*, the provision of technical assistance, consultants’ services for competence building activities and designing a tool for online access to training and reference materials.
- 2. Financing of an Eligible Expenditure Program (“EEP”) in support of improving quality and increased use of learning assessments, professional development of school staff and instructional materials through a program of activities carried out by MENFOP relating to administration of assessments, dissemination of results and training of MENFOP’s staff and school-level staff on such topics.

Part 4. Strengthening MENFOP’s Management Capacity and Data Systems

- 1. Provision of: (a) technical assistance to support the modernizing of MENFOP’s education information management systems to improve MENFOP’s management capacity, such systems to include human resource management, professional development data at individual level and a tracking system at student-level; and (b) training of MENFOP’s staff and school-level staff on such enhanced systems.
- 2. Supporting MENFOP in the areas of Project management and coordination, monitoring and evaluation, verification of the achievement of the PBC/PBRs by the Independent Verification Agent, communication, and procurement, all through the provision of technical assistance, goods and services for the required purposes.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

1. *MENFOP*

- (a) The Recipient shall ensure that MENFOP, continues to maintain, throughout the implementation of the Project, a Project implementation structure, with mandate, staffing and other resources satisfactory to the Bank, and as further described in the POM, and with the Secretary General as the Project leader, to continue to be responsible for the implementation of the Project, including: (i) day-to-day coordination of the Project activities; (ii) carrying out Project financial management and procurement activities; (iii) preparing Annual Work Plans and Budgets; (iv) monitoring and evaluating Project activities and preparing Project reports; and (v) coordinating with other stakeholders on Project implementation.
- (b) The Recipient shall:
 - (i) maintain throughout Project implementation, an accounting software for the Project acceptable to the Bank; and
 - (ii) maintain throughout Project implementation, an independent external auditor with qualifications, experience and terms of reference acceptable to the Bank.

2. *Project Steering Committee*

- (a) The Recipient shall maintain at all times during Project implementation the Project Steering Committee (“PSC”), with composition, mandate and resources satisfactory to the Bank, to provide policy guidance and oversight for the Project.
- (b) Without limitation to paragraph 2.1 above, the PSC shall:
 - (i) be chaired by the Minister of MENFOP and composed of leaders in the education sector; and
 - (ii) be responsible for providing strategic level oversight and strategic direction of the project, all in accordance with the provisions of this Agreement and of the POM.

B. **Project Operational Manual**

- 1. The Recipient, through MENFOP, shall maintain the Project Operational Manual in form and substance satisfactory to the Bank, containing detailed arrangements

and procedures for implementation of the Project, including, *inter alia*: (a) disbursement and flow of funds arrangements; (b) institutional arrangements; (c) fiduciary arrangements, including financial management, procurement, and anti-corruption; (d) ESF-related management systems, including the Project grievance mechanism; (e) monitoring and evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient, through MENFOP, shall: (a) update and exchange views with the Bank on such manual promptly upon its preparation; and (b) thereafter adopt such manual as shall have been approved by the Bank (“Project Operational Manual”).
3. The Recipient, through MENFOP, shall carry out the Project in accordance with the arrangements and procedures set out in the POM, provided, however, that in case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall not, and shall cause MENFOP not to, amend, abrogate or waive, or permit to be amended, abrogated or waived, the POM or any of its provisions without the prior approval in writing by the Bank.

C. Annual Work Plans and Budgets

1. Each year the Recipient shall prepare a draft Annual Work Plan and Budget for the Project for each subsequent year of Project implementation, of such scope and detail as the Bank shall have reasonably requested.
2. The Recipient shall furnish to the Bank, as soon as available, but in any case not later than November 30 of each year, the Annual Work Plan and Budget for the following year and the evidences referred to in paragraph 1 above, for the Bank’s review and approval; except for the Annual Work Plan and Budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date. Only the activities included in an Annual Work Plan and Budget expressly approved by the Bank (each an “Annual Work Plan and Budget”) are eligible for financing from the proceeds of the Financing.
3. The Recipient shall ensure that the Project is carried out in accordance with the Annual Work Plans and Budgets.

D. Independent Verification

1. The Recipient shall, not later than three (3) months after the Effective Date, recruit one or more organizations with experience, independence, and capacity and under terms of reference acceptable to the Bank (“Independent Verification Agent(s)” or “IVA”) to verify the data and other evidence supporting the achievement of one or more PBC/PBR as set forth in the PBR Verification Protocol and recommend corresponding payments to be made.
2. The Recipient shall: (a) ensure that the Independent Verification Agent(s) carries/carry out verification process(es) in accordance with the PBR Verification Protocol; and (b) submit to the Bank the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank.

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 Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an

amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.

4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

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

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

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, under Part 3 (1) of the Project	2,300,000	100%
TOTAL AMOUNT	2,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 15, 2024.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means each annual work plan, together with the related budget for the Project approved by the Bank, pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
5. “EAA Grant” means the grant provided under the EAA Grant Agreement.
6. “EAA Grant Agreement” means the agreement dated the Signature Date between the Recipient and the Bank providing for the extension of an EAA Grant in an amount not exceeding USD 1,180,000 to finance activities under the Project (Grant Number TFOB6756).
7. “Eligible Expenditure Program” or “EEP” means the Eligible Expenditures incurred by the following departments of the MENFOP under the following budget codes for implementation of Part 1, 2 and 3 of the Project:

Budget line	Type of Expenditures	Department
10-02-21	salaries	Directorate of Basic Education <i>(Direction de l'enseignement fondamentale)</i>
10-02-00	salaries	General Secretariat
10-02-21	operational costs	Directorate of Basic Education <i>(Direction de l'enseignement fondamentale)</i>
10-02-00	operational costs	General Secretariat
10-02-00	training	General Secretariat

8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 3, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
10. “Independent Verification Agent” or “IVA” means an independent third party to carry out verification of the achievements the PBCs according to Section I.D of Schedule 2 to this Agreement.
11. “Ministry of National Education and Vocational Training” or “MENFOP” means the Recipient’s ministry responsible for national education and vocational training or any successor thereof.
12. “OOSC” means out-of-school children, as specified in the PBR Verification Protocol.
13. “Original Project” means the Project described in Schedule 1 to the Financing Agreement.
14. “PBC” means Performance-Based Condition.
15. “PBR” means Performance Based Result.
16. “PBR Verification Protocol” means the protocol for verifying the achievements of the PBRs set out in the POM.

17. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
18. “Project Operational Manual” or “POM” means the manual referred to in Section I.B of Schedule 2 to this Agreement.
19. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
20. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
21. “UNHCR” means the United Nations High Commissioner for Refugees.