Global Partnership for Education Fund

Grant Agreement

(Sudan Basic Education Support Project)

between

REPUBLIC OF THE SUDAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Global Partnership for Education Fund

GPEF GRANT NUMBER TF0B4198

GLOBAL PARTNERSHIP FOR EDUCATION FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE SUDAN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of the Global Partnership for Education Fund ("GPEF"). The Recipient and the Bank hereby agree as follows:

Article I Standard Conditions; Definitions

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

Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed sixty-one million five hundred thousand United States Dollars (\$61,500,000.00) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the following condition has been satisfied: 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. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the minister responsible for finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Telex: Facsimile:

+249-183-777563 +249-183-776081

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

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

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

248423 (MCI) or 1-202-477-6391 64145 (MCI) AGREED as of the Signature Date.

REPUBLIC OF THE SUDAN

By:

Dr. Hiba Moliamed Ali Alimed

Authorized Representative

Name: _____ Nohamed Ali Ahmed

Title: ________ Minister of Finance

Date: _____

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

By:

Ousmane Dione

Authorized Representative

Name: _____Ousmane Dione

Title: <u>Country</u> Director

Date: _____

SCHEDULE 1

Project Description

The objective is to increase enrollment and retention and improve reading proficiency of boys and girls in early grades of primary education in target disadvantaged schools.

The Project consists of the following parts:

Part 1: School Improvement Program

1.1. **Provision of Public School Grants**

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

1.2. Provision of Textbooks and Reading Support

Provision of support for the production, procurement, distribution and utilization of newly developed textbooks, including: (a) launching of a publicity campaign to prepare for the arrival of books; (b) conduction of training and communication campaigns to ensure timely delivery of textbooks to schools and improve monitoring of textbook distribution and accountability for deliveries; (c) provision of supplementary reading materials (readers); (d) implemention of a reading support program at the school-level in about 2,000 disadvantaged schools; and (e) training of local inspectors (school supervisors) to support schools in assessing the reading skills of students, conducting a reading program and monitoring the students progress in reading, including provision of tables and travel allowances to monitor school progress in reading proficiency.

Part 2: Systems Strengthening

2.1. National Learning Assessment

Provision of support for the consolidation of the Recipient's capacity to implement national learning assessments every three (3) years and to use data for policy formulation and implementation in the country.

2.2. Sudan Annual School Census

Provision of support for the carrying out of data collection under the Recipient's annual school census, including: (a) provision of support to upload data through the use of tablets; and (b) introduction of school profiles (report cards) to provide feedback to all schools and localities on the current development status against that at the state and federal levels.

2.3. Education Policy Development

Provision of support for the formulation of a policy framework for the future of basic education in Sudan, including: (a) revision of the education system structure and its institutional arrangements; (b) updating of the curriculum; and (c) provision of support for teacher management and professional development, school infrastructure development and improvement and education financing for equity and quality.

Part 3: Program Coordination, Monitoring and Evaluation

Carrying out of Project coordination, management, monitoring and evaluation activities, including: (a) carrying out Project planning, procurement, financial management, environmental and social activities; (b) carrying out the verification of the achievement of PBC; (c) collection and analysis of school-level data under an annual school census; (d) carrying out of communication strategies to raise Project awareness; and (e) facilitation of state-to-state information sharing exposure to lessons learned in other countries.

Part 4: Introduction of Result-Based Financing

Provision of support for: (a) improving learning outcomes by establishing systems of classrooms for regular assessments of student reading proficiency; (b) improving efficiency by developing improved learning environments; (c) improving efficiency by establishing a national system of reporting on education financing; and (d) improving gender equality by: (i) supporting girls at risk of dropping out; (ii) rehabilitating and constructing sanitation facilities for girls; (iii) developing school safety measures; (iv) carrying out gender-based violence prevention and awareness activities; (v) providing gender-friendly reading materials; and (vi) constructing, renovating and maintaining gender-friendly school infrastructure with attention to girl's safety.

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Institutional Arrangements

- 1. The Recipient shall maintain at all times during Project implementation a Steering Committee with a mandate, composition and resources satisfactory to the Bank for the purpose of overseeing the execution of the Project and approving the Annual Work Plan and Budget.
- 2. The Recipient, through MOE, shall hold overall responsibility of the Project with support of the States MOE and Localities. Specifically, the Recipient shall establish and maintain at all times during Project implementation a Project Coordination Unit within MOE with staffing (including at minimum one Project manager, one School Grant coordinator, one reading/learning coordinator, one result-based financing coordinator, one monitoring and evaluation specialist, one procurement specialist, one financial management specialist, one environmental specialist, one social specialist and administrative staff as needed) with qualifications, experience and terms of reference and resources acceptable to the Bank.

B. Operations Manual

- 1. To ensure the proper implementation of the Project, the Recipient shall maintain a manual, satisfactory to the Bank, for the implementation of the Project. Said manual shall include, *inter alia*: (a) institutional arrangements for the management of the Project (including allocation of responsibilities among different entities and their staff involved in project implementation, yearly planning of activities and budget and time allocation for those activities); (b) internal control systems, financial management and accounting procedures annexes; (c) detailed arrangements for the overall carrying out of the Project to be followed during Project implementation by the Recipient; (d) the Verification Protocol applicable to certify the achievement of PBCs; (e) a detailed communication plan as well as social accountability tools proposed to be utilized for Project purposes; (f) a section on financial management (i.e. financial management manual); and (g) the guidelines and indicators for Project monitoring and evaluation.
- 2. Without limitation to the provision of sub-paragraph (a) above, the manual referred to the above sub-paragraph shall have an annex containing provisions guiding the implementation of the Public School Grants (the Public School Grants Manual) which will, as a minimum, address the following elements of the Public School Grants: (a) eligibility criteria for Selected Public Primary Schools; (b) detailed

conditions to be met by Selected Public Primary Schools in order to receive the proposed Public School Grants; (c) mechanisms for delivery of the proposed Public School Grants; (d) eligible expenditures for using the proceeds of such Public School Grants; and (e) monitoring and evaluation system, including details on how to audit the program and how to handle complaints and appeals in a timely manner.

- 3. The Recipient shall implement the Project in accordance with the Operations Manual. Except as the Recipient and the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the Operations Manual or any provision thereof.
- 4. In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

C. Public School Grants

- 1. For purposes of implementing Part 1.1 of the Project, the Recipient shall provide, or cause to be provided through one or more Intermediary Support Providers, Public School Grants to Selected Public Primary Schools in accordance with eligibility criteria and procedures acceptable to the Bank and described in the Public School Grants Manual.
- 2. Each School Grant shall be in an amount which the Bank and the Recipient agree should be provided to Selected Public Primary Schools.
- 3. The Recipient shall ensure that each School Grant is used by the Selected Public Primary Schools for its intended purpose.
- 4. (a) The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a service agreement, in form and substance satisfactory to the Bank, with one or more Intermediary Support Providers acceptable to the Bank for the payment of Public School Grant to Selected Public Primary Schools (each a "Service Agreement") as applicable. The Recipient shall ensure that each Service Agreement is:
 - (i) submitted to the Bank for its review and approval prior to its signature between the Recipient and the Intermediary Support Provider; and
 - (ii) signed and effective before any proceeds of the Grant are transferred to the Intermediary Support Provider.
 - (b) Without limitation to the provisions of paragraph (i) above, each Service Agreement shall include, *inter alia*, provisions to the effect that:

- (i) unless the Bank shall otherwise agree in writing, each Intermediary Support Provider shall: (A) before its first receipt of funds for the payment of Public School Grants under the Service Agreement, open and thereafter maintain for a term equal to the term of the Service Agreement, a separate designated account (the School Grant Account) for the exclusive purpose of depositing funds for Public School Grants and disbursing funds for Public School Grants in accordance with the provisions of the Service Agreement and the Public School Grants Manual. The School Grant Account shall be opened in a commercial bank acceptable to the Bank, upon terms and conditions satisfactory to the Bank, including *inter alia* a waiver of any rights said commercial bank or any third party may have to set off, or claim or otherwise appropriate the payment of, any amount from time to time deposited in the School Grant Account in satisfaction of any debt or claim owed to said commercial bank or third party by the Intermediary Support Provider; and (B) ensure that all amounts deposited from time to time in the School Grant Account are used exclusively to provide Public School Grants to Selected Public Primary Schools in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the Public School Grants Manual:
- (ii) the Intermediary Support Provider shall maintain records and accounts, in form and substance satisfactory to the Bank, adequate to record all expenditures incurred in the provision of Public School Grants, and shall retain said records and accounts for at least the term of the Service Agreement plus two years, and shall furnish such records or copies thereof to the Recipient and to the Bank upon their respective request;
- (iii) the Intermediary Support Provider shall enable the Recipient and the Bank to inspect its operations, including those related to the Public School Grants, and the Public School Grants Account, and to examine and make copies of all records and documents relating thereto;
- (iv) the Intermediary Support Provider shall prepare and furnish to the Recipient not later than six (6) months after the end of their reporting year to which they relate, financial statements, in form and substance satisfactory to the Recipient, audited by an independent auditor, and the relevant audit report (with any information reasonably requested by the Recipient on the audit and the auditor). The Recipient shall be allowed to communicate all such information to the Bank if the Bank shall so request; and

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

D. Environmental and Social Safeguards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework ("ESMF"), and the relevant Safeguard Assessments and Plans.
- 2. Whenever an additional Safeguard Assessment and Plan shall be required for any activity under the Project in accordance with the provisions of the ESMF, the Recipient shall:
 - (a) prior to the commencement of such activity, have such Safeguard Assessment and Plan: (i) prepared in accordance with the provisions of the ESMF, as applicable; (ii) furnished to the Bank for review and approval; and (iii) thereafter adopted, consulted and disclosed as approved by the Bank, in a manner acceptable to the Bank; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan.
- 3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF or any Safeguard Assessments and Plans, unless the Bank has provided its prior approval in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
- 4. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Bank on a bi-annual basis (or such other frequency as may be agreed with the Bank) consolidated reports on the status of compliance with the ESMF and the Safeguard Assessments and Plans, giving details of: (a) measures taken in furtherance of the said instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

- 5. In the event of any conflict between the provisions of the ESMF or the Safeguard Assessments and Plans, and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 6. The Recipient shall establish, prior to the carrying out of any activities under the Project, and thereafter maintain until completion of the Project, an independent Grievance Redress Mechanism, acceptable to the Bank, as per the requirements of the EMSF.
- 7. By no later than six (6) months after the Effective Date, the Recipient shall adopt a GBV Action Plan in a manner satisfactory to the Bank. After such adoption, the Recipient shall carry out the Project in accordance with the provisions of the GBV Action Plan in a manner satisfactory to the Bank.

E. Annual Work Plan and Budget

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

F. PBC Verification Arrangements for Part 4 of the Project

The Recipient shall:

- (a) select and engage, not later than six (6) months after the Effective Date, an independent third-party entity or entities, with qualifications, experience and terms of reference satisfactory to the Bank, to assist with the verification process referred to in sub-paragraph (b) below;
- (b) undertake, at least semi-annually throughout the period of Project implementation, a verification process in a manner and substance satisfactory to the Bank, pursuant to the Verification Protocol agreed with the Bank and the provisions of the Operations Manual, to ascertain the achievement/fulfillment of the PBCs during the period under review; and

(c) immediately thereafter, furnish to the Bank the corresponding verification reports ("Verification Reports") in form and substance acceptable to the Bank.

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

A. Documents; Records

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

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

B. Project Reports

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

Section III. <u>Withdrawal of Grant Proceeds</u>

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, consulting services, Operating Costs and Training Costs under Parts 1, 2 and 3 of the Project 	42,700,000	100%
(2) EEP under Part 4 of the Project	18,800,000	100% (to be disbursed as per Schedule 3 to this Agreement)
TOTAL AMOUNT	61,500,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 8,540,000 may be made for payments made prior to this date but on or October 1, 2020, for Eligible Expenditures under Category (1); or
 - (b) under Category (2) until and unless the Recipient has:
 - (i) complied with the additional instructions referred to in Section III.A of this Schedule, including the submission to the Bank of the applicable IUFR detailing the expenditures incurred under Part 4 of the Project up to the date of the applicable withdrawal application; and
 - (ii) furnished the respective Verification Report, in accordance with the Verification Protocol and in a manner and substance acceptable to the Bank, confirming the Recipient's satisfactory achievement of the respective PBCs as set forth in Schedule 3 to this Agreement;
- 2. Notwithstanding the foregoing, if the Bank determines in its sole discretion that one or more of the PBCs set forth in Schedule 3 to this Agreement has/have not

been achieved, or were no longer achievable, by the respective PBC deadline and/or the Closing Date, the Bank may, at any time, by notice to the Recipient, decide, at its sole discretion, to:

- (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Allocated Amounts for such PBC which, in the opinion of the Bank, corresponds to the extent of achievement of said PBC, provided that the same be scalable, in accordance with the formulae set out with respect to such PBC in Schedule 3 to this Agreement; and/or
- (b) withhold all or a portion of the proceeds of the Financing corresponding to the Allocated Amounts for the unmet PBC(s) until such PBC(s) is/are, in the opinion of the Bank, satisfactorily achieved; and/or
- (c) cancel all or a portion of the proceeds of the Financing corresponding to the Allocated Amounts then allocated to unmet PBC(s).
- 3. Notwithstanding the foregoing, if the Bank determines, at any time, that any portion of the amounts disbursed by the Recipient under Category (2) was made for reimbursement of expenditures that are not eligible under the EEP or not in compliance with the provisions of paragraph 1, the Recipient shall promptly refund any such amount to the Bank as the Bank shall specify by notice to the Recipient.
- 4. The Closing Date is April 30, 2025.

SCHEDULE 3

Performance-Based Conditions & Allocated Amounts

	Performance-Based Conditions					
	Year 1	Year 2	Year 3	Year 4		
<u>PBC#1</u> :	A: Developn	nent of regular r	eading proficiency a	ssessment tools		
Establishment of	B: Training on regular reading proficiency assessment tools has been					
systems of	provided to representatives of all States					
classroom regular	C: At least 4,000 teachers have conducted the regular reading					
assessment of	proficiency assessments					
student reading	D: Dissemination of report on regular reading proficient assessments,					
proficiency	including: (i) analysis of the results of the regular assessment of					
	student reading proficiency and (ii) recommendations of strategies to					
	improve reading instruction					
	A: USD 600,000					
Allocated Amount	B: USD 1,000,000					
	C: USD 2,000,000					
PBC#2: Increased	D: USD 2,000,000					
number of girls	30	000 girls bonof	itad from loorning or	vironmonte		
benefited from	30,000 girls benefited from learning environments					
improved learning						
environments						
Allocated Amount	USD 2,400,000 for every 10,000 girls benefited from learning					
as per formula	environments up to USD 7,200,000					
<u>PBC#3</u> :	A: Submission of assessment report verified by stakeholders					
Introduction of the	B: Preparation of tool and completion of training in States and					
national system of	Localities					
reporting on basic	C: A Locality has submitted each year information on its education					
education financing	financing to its relevant State					
	D: A State has submitted each year a consolidated education financing report from at least 90% of its Localities					
			year a consolidated e	ducation financing		
			year a consonuateu e	education mancing		
	report from all 18 States A: USD 500,000					
Allocated Amount	B: USD 1,000,000					
as per formula	C: USD2,000 per each annual submission made by the Locality					
per rormana	(and up to USD740,000)					
	D: USD90,000 per each annual submission made by the State					
	(and up 3,240,000)					

Performance-Based Conditions				
Year 1	Year 2	Year 3	Year 4	
E: USD260,00 per each annual submission made by MOE (up to				
USD520,000)				

APPENDIX

Definitions

- 1. "Allocated Amounts" means the USD amount allocated to each individual PBC, or determined for each PBC pursuant to the respective formula set forth in Schedule 3 to this Agreement, as such amount might be increased, reallocated and/or cancelled (whether partially or in its entirety) by the Bank, from time to time as the case may be, in accordance with the provisions of Section III.B.2 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. "Annual Work Plan and Budget" means the annual work plan and budget referred to in Section I.E of Schedule 2 to this Agreement.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "EEP" or "Eligible Expenditure Program" means the identified budget lines set out in the Operations Manual, which include the items defined as Eligible Expenditures, agreed with the Bank, and incurred by the Recipient under Part 4 of the Project.
- 6. "Environmental and Social Management Framework" or the acronym "ESMF" means the framework of the Project, dated June 1, 2020, and duly disclosed, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse social and environmental impacts associated with activities to be supported under the Project and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting; as such framework may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Bank.
- 7. "Environmental and Social Management Plan" and the acronym "ESMP" mean each plan to be prepared under the Project in accordance with the ESMF, pursuant to Section I.D of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Bank, and defining details of measures to manage potential environmental and social risks and mitigate, reduce and/or offset adverse environmental and social impacts associated with the implementation of activities to be supported under the Project, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation

of, and regular feedback on compliance with, its terms; as each environmental and social management plan may be revised, supplemented or updated from time to time with the prior written agreement between the Recipient and the Bank.

- 8. "GBV Action Plan" means the plan to be prepared and adopted by the Recipient, in a manner satisfactory to the Bank, setting out the measures to be taken to mitigate and respond to gender-based violence risks during the implementation of the Project, as said plan may be amended from time to time with the Bank's prior written agreement.
- 9. "Grievance Redress Mechanism" means the system to be established and implemented by the Recipient under the Project, which shall meet the requirements set forth in the ESMF and be acceptable to the Bank, be designed to track complaints regarding the Project, guide resolution of such complaints, and track and publicize resolution of such complaints, as such system may be updated from time to time by prior written agreement between the Recipient and the Bank.
- 10. "Intermediary Support Provider" means a firm or other entity duly incorporated or established in accordance with the applicable laws of the Recipient which, having met the requirements set forth in the Public School Grants Manual, has entered into a Service Agreement with the Recipient in accordance with the provisions of Section I.C.4 of Schedule 2 to this Agreement; and the term "Intermediary Support Providers" means, collectively, all such providers.
- 11. "Locality" means the third tier of government in the Recipient's administrative system; and "Localities" means collectively all such localities.
- 12. "Ministry of Education" or "MOE" means the Recipient's Ministry responsible for education at the national level.
- 13. "Operating Costs" means the expenditures incurred by the Recipient in the implementation of the Project, on account of office supplies, office rent, communication and insurance charges, maintenance of office equipment, vehicle operations and maintenance costs, utilities, travel and travel allowances, and salaries of locally contracted employees, but excluding salaries of officials of the Recipient's civil service.
- 14. "Operations Manual" means the manual approved by the Bank and adopted by the Recipient on October 12, 2020, in accordance with the provisions of Section I.B of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the Bank, and such term includes any annexes and schedules to such manual.
- 15. "Performance-Based Condition" and the acronym "PBC" means each of the disbursement-linked targets/results set forth in the second through eighth columns

of the table set forth in Schedule 3 to this Agreement. For avoidance of doubt, the dates stated in the respective columns as temporal references for the achievement of any such PBC are provided for indicative purposes only, and unless otherwise expressly or implicitly required by the wording of a given PBC, the PBC can be achieved in advance or after such indicative period.

- 16. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 17. "Project Coordination Unit" means the entity referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 18. "Public School Grant Account" means the segregated account opened by an Intermediary Support Provider in accordance with the provisions of Section I.C.4(b)(i) of Schedule 2 to this Agreement.
- 19. "Public School Grants Manual" means the manual which forms part of the Operations Manual approved by the Bank and adopted by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the Bank.
- 20. "Public School Grants Program" means the Recipient's program of grants to schools offering basic education, duly set up and operating in accordance with the provisions of: (a) this Agreement; (b) the Public School Grants Manual; and (c) the Service Agreement(s).
- 21. "Public School Grant" means a transfer of funds in the form of a non-refundable grant by the Recipient to a Selected Public Primary School, made or to be made in accordance with the provisions of: (a) this Agreement; (b) the Public School Grants Manual; and (c) the Service Agreement.
- 22. "Safeguard Assessment and Plan" means any ESMP to be prepared by the Recipient in accordance with the ESMF and the provisions of Section I.D of Schedule 2 to this Agreement; and "Safeguard Assessments and Plans" means more than one safeguard assessment and plan.
- 23. "Selected Public Primary School" means a public school, duly operating in accordance with the applicable laws of the Recipient, which having met the eligibility criteria set forth in the Public School Grants Manual, is eligible to receive a Public School Grant under the Project; and the term "Selected Public Primary Schools" means, collectively, all such schools.

- 24. "Service Agreement" has the meaning ascribed to that expression in Section I.C.4(a) of Schedule 2 to this Agreement.
- 25. "State" means the second tier of government in the Recipient's administrative system; and "States" means collectively all such states.
- 26. "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.
- 27. "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.
- 28. "Training Costs" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, per diem allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.
- 29. "Verification Protocol" means the PBCs verification protocol set out in the Operations Manual for purposes of: (i) defining the PBC terms and requirements; (ii) listing the documentary evidence to be provided in support thereof; and (iii) providing the verification procedures and responsibilities to certify compliance with/achievement of each PBC, as such verification protocol may be revised, updated or supplemented from time to time with the mutual agreement of the Recipient and the Bank.
- 30. "Verification Report" means each of the reports to be prepared by the independent third-party entity(ies) pursuant to paragraph (c) of Section I.F in Schedule 2 to this Agreement, in accordance with the Verification Protocol, for purposes of certifying the achievements of the PBCs, which reports shall serve as the basis for the processing of the Grant withdrawal applications pursuant to Section III.B.1(b) of Schedule 2 to this Agreement.