GPE GRANT NUMBER TF0B6208

Global Partnership for Education Grant Agreement

(Sindh Early Learning Enhancement through Classroom Transformation Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Grant Agent of the Global Partnership for Education Trust Fund

GPE GRANT NUMBER TF0B6208

GLOBAL PARTNERSHIP FOR EDUCATION GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as a Grant Agent of the Global Partnership for Education Trust Fund ("GPE"). 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 to this Agreement, or if not defined in the Appendix to this Agreement, in the Financing Agreement between the Recipient and the Bank relating to the Project (the "Financing Agreement").

Article II The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause Parts 1, 3, and 4 of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed twenty-nine million and nine hundred eighty-seven thousand, five hundred United States Dollars (\$29,987,500) (the "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 Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
 - (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
 - (b) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.
 - The Bank has declared the Project Implementing Entity ineligible to (c) receive proceeds of any financing made by the Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of any financing made by the Bank; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of a financing made by such financier.
 - (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

(e) The Financing Agreement has failed to become effective by the date thirty (30) days after the date of this Agreement, or such later date as the Bank has established by notice to the Recipient; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

Article V Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Recipient's Ministry of Economic Affairs.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministry of Economic Affairs Government of Pakistan Block C, Pakistan Secretariat Islamabad Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

+92-51-910-4016 secretary@ead.gov.pk

6.03. 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: E-mail

248423 (MCI) or 1-202-477-6391 CMUPakistan@worldbank.org

64145 (MCI)

AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF PAKISTAN

Ву							
•	12						
	Authorized Representative						
	Zulfiqar Haider						
	Name:						
	Secretary						
	Title:						
	11-Aug-2021						
	Date:						
DEVELOPMEN ASSOCIATION	AL BANK FOR RECONSTRUCTION AND IT/INTERNATIONAL DEVELOPMENT agent of the Global Partnership for Education						
Ву	Senhari						
	Authorized Representative						
	Najy Benhassine						
	Name:						
	Title:						
	06-Aug-2021						

Date:

SCHEDULE 1

Project Description

The objectives of the Project are to improve reading skills of early grade primary students and increase student retention in primary schools in selected districts.

The Project consists of the following parts:

Part 1. Transforming teaching practices in the early grades

- (a) Implementation of a continuous professional development model (CPD) for improved literacy skills in the early grades, including: (i) implementation of the CPD training for teachers; (ii) capacity development for the teacher training institutes through third-party providers; (iii) implementation of interactive audio and video instruction and teaching and learning materials; (iv) implementation of literacy teaching and learning materials for primary education, including scripted lesson plans and leveled reading books for students; and (v) implementation of the upgraded comprehensive CPD program and monitoring of student learning outcomes.
- (b) Carrying out of behavioral nudges for improved learning, including: (i) designing and implementation of teacher, parents, and student behavioral intervention for literacy; and (ii) designing and implementation of a popular media-based community awareness program.
- (c) Provision of technical assistance for institutional capacity development and support, including: (i) review of CPD materials and establishment of grade-level learning targets and performance benchmarks for literacy; (ii) identifying and establishing of partnerships with third-party service providers for teacher training institutes (iii) creation and delivery of interactive audio and video instruction content and pilot implementation; (iv) training of SELD officials on the use of the EGRA and procurement of necessary software and hardware and (v) support for provincial assessment strategies.

Part 2. Developing an effective and safe learning environment

Improvement of the physical learning environment in selected primary schools, including: (a) upgrading of primary schools (grades 1-5) to elementary schools (grades 1-8) in selected districts; and (b) carrying out school rehabilitation through refurbishment of existing classrooms, addition of new classrooms to existing schools, provision of furniture

and adequate water, sanitation, and hygiene facilities with emphasis on eco-friendly materials and designs.

Part 3. Improving system capacity for better school leadership and management support.

- (a) Establishment of a technology-based student attendance monitoring system through (A) implementation of a unique student identification (ID) process; and (B) implementation of a digital system of individual student attendance monitoring.
- (b) Technical assistance and capacity building for school leadership and local education office management to mitigate student dropout.

Part 4. Monitoring and evaluation and project management

Carrying out a program of activities for Project management and monitoring and evaluation.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. On-Granting Arrangements

- 1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant, allocated for Parts 1, 3, and 4 of the Project, available to the Project Implementing Entity under the same terms and conditions as shall have been received from the Bank and in accordance with the provision of this Agreement and the Recipient's on-granting policies and budgetary procedures.
- 2. Notwithstanding paragraph 1 of this Section, in the event that any of the provisions of this Agreement, including such additional instructions that the Bank shall have specified by notice to the Recipient pursuant to Section III.A of this Schedule, are inconsistent with the on-granting policies and budgetary procedures of the Recipient, the provisions of this Agreement shall prevail.
- 3. The Recipient shall exercise its rights under the on-granting arrangements referred to in the preceding paragraphs in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive its rights under such arrangements.

B. Environmental and Social Standards

- 1. The Recipient shall, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall, and shall cause the Project Implementing Entity to, 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, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entity to, 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.

6. The Recipient shall, and shall cause the Project Implementing Entity to, 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. <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 (7) years and six (6) 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 Grants, 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 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; (b) this Section; and (c) such additional instructions as the Bank may specify from time to time by notice to the Recipient; 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, Training, Incremental Operating Costs and consulting services under Parts 1(a)(i)-(iv), 1(b)(i)-(ii), 1(c)(i)-(v), 3(b) and 4 of the Project:	10,000,000	100%
(2) Eligible Expenditure Programs under Parts 1 and 3 of the Project as described in Schedule 3 to this Agreement:	3,653,750	100%
PBC 1 – Improved 3rd grade reading skills at supported schools (Part 1(a)(v)): PBC 2 – Increase in girls' transition rate from grade 5 to 6 in supported districts	3,333,750	100%
(Part 1(a)(v)): PBC 3 – Percentage of primary and	3,000,000	100%
elementary school teachers for grades 1-5 who received coaching support during the past 6 months in supported schools (Part 1(a)(v)):	5,000,000	100%
PBC 4 – Number of schools monthly reporting student attendance in supported districts (Part 3(a)(A)):	5,000,000	100%
PBC 5 – Percentage of Project schools implementing the student attendance monitoring and redress system (Part 3(a)(B)):	, ,	
TOTAL AMOUNT	29,987,500	

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; or
 - (b) under Category (1), unless and until the Project Implementing Entity has assigned a financial management specialist in the RSU; or
 - (c) for Eligible Expenditure Programs under Category (2), unless and until the Recipient, through the Project Implementing Entity, has:
 - (i) furnished evidence satisfactory to the Bank in accordance with the verification protocol set forth in the Operations Manual that the Recipient has met the respective PBC Targets set forth in Schedule 4 to this Agreement against which withdrawal is requested; and
 - (ii) complied with the additional instructions referred to in Section III.A of this Schedule, including furnished to the Bank the applicable interim unaudited financial reports documenting the incurrence of Eligible Expenditure Programs during the respective fiscal year up to the date against which withdrawal is requested.
- 2. Notwithstanding the provisions of Part B.1(c) of this Section, if the Bank shall determine, based on the evidence furnished by the Recipient, through the Project Implementing Entity, under Part B.1 of this Section, that any PBC Target has not been fully achieved by its Disbursement Deadline Date, the Bank may in its sole discretion, by notice to the Recipient:
 - (a) withhold in whole or in part the amount of the Grant allocated to such PBC Target;
 - (b) disburse in whole or in part the withheld amount of the Grant allocated to such PBC Target at any later time prior to the Closing Date if and when the Bank shall be satisfied that the PBC Target for any subsequent fiscal year (if applicable) under the same PBC has been fully achieved;
 - (c) reallocate in whole or in part any withheld amount of the Grant allocated to such PBC Target; and/or

- (d) cancel in whole or in part any withheld amount of the Grant allocated to such PBC Target.
- 3. The Closing Date is April 30, 2026.

SCHEDULE 3

PBCs

PBCs	Year 1	Year 2	Year 3	Year 4	Year 5
PBC 1:	PBC Target 1.1:		PBC Target 1.2:	PBC Target 1.3:	
Improved 3 rd grade	EGRA instruments		Sample-based	Average EGRA	
reading skills at	are developed for		EGRA assessment is	score among grade 3	
supported schools	monitoring the		conducted	students in supported	
	provincial level		provincial-wide for	schools improve by	
	reading skills at		grade 3	0.17 standard	
	grade 3 for use in			deviation from the	
	baseline survey at			baseline	
	SELECT schools				
	PBC Value: \$1m		PBC Value: \$1m	PBC Value: \$1m	
Scalability	No		No	No	
Rollover for	Yes	Yes	Yes	Yes	N/A
Eligibility					
PBC 2:			PBC Target 2.1:	PBC Target 2.2:	
Increase in girls'			57% for girls	61% for girls	
transition rate from					
grade 5 to 6 in					
supported districts					
			PBC Value:	PBC Value:	
			\$1.5m	\$1.83375m	
Scalability			No	No	
Rollover for			Yes	Yes	N/A
Eligibility					
PBC 3:		PBC Target 3.1:	PBC Target 3.2:	PBC Target 3.3:	PBC Target 3.4:
Percentage of		10%	30%	50%	85%
primary and					
elementary school					
teachers for grades					
1-5 who received					
coaching support					

during the past 6					
months in supported					
schools					
		PBC Value: \$1m	PBC Value: \$1m	PBC Value: \$1m	PBC Value: \$0.65975m
Scalability		No	No	No	No
Rollover for Eligibility		Yes	Yes	Yes	N/A
PBC 4: Number of schools monthly reporting student attendance in supported districts	PBC Target 4.1: Student attendance monitoring system and unique student IDs are developed and ready to roll out in supported schools	PBC Target 4.2: 100 schools	PBC Target 4.3: 200 schools	PBC Target 4.4: 400 schools	PBC Target 4.5: 500 schools
	PBC Value: \$1m	PBC Value: \$1m	PBC Value: \$1m	PBC Value: \$1m	PBC Value: \$1m
Scalability	No	No	No	No	No
Rollover for Eligibility	Yes	Yes	Yes	Yes	N/A
PBC 5:	PBC Target 5.1:	PBC Target 5.2:	PBC Target 5.3:	PBC Target 5.4:	PBC Target 5.5:
Percentage of Project	Standard of	At least 50 percent of	At least 70 percent of	At least 90 percent of	Attendance redress
schools	Operating	the Project schools	the Project schools	the Project schools	procedures are
implementing the	Procedures (SOP) for	applying the student	applying the student	applying the student	adopted for
student attendance	attendance redress is	attendance system	attendance system	attendance system	provincial-wide
monitoring and	developed and	captured in PBC 4	captured in PBC 4	captured in PBC 4	usage.
redress system	approved	apply student	apply student	apply student	
		attendance redress	attendance redress	attendance redress	
	DDC 37-1 \$1	procedures.	procedures.	procedures.	DDC V-l \$1
Scalability	PBC Value: \$1m	PBC Value: \$1m No	PBC Value: \$1m No	PBC Value: \$1m No	PBC Value: \$1m No
Rollover for	Yes	Yes	Yes	Yes	N/A
Eligibility 10r	1 es	1 08	168	1 68	1 V/A

APPENDIX

Definitions

- 1. "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.
- 2. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 3. "Disbursement Deadline Date" means, with regard to each PBC, the end of the Year during which the relevant PBC is set to be achieved as set forth in the table in Schedule 4 to this Agreement.
- 4. "EGRA" means early grade reading assessment.
- 5. "Eligible Expenditure Programs" means the Project Implementing Entity's budget lines, as set forth in the Operations Manual, which are required to support the implementation of Parts 1 and 3 of the Project.
- 6. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 24, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 7. "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 Local Peoples/Sub-Saharan Historically Underserved Traditional 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.
- 8. "Incremental Operating Costs" means the reasonable costs of incremental expenditures required for the Project and incurred by the Project Implementing Entity for day-to-day coordination, administration, and supervision of Project activities, including consumable materials and supplies, office rental, utility fees, insurance, communications, advertising and newspaper subscriptions, printing and stationery, operation and maintenance of office equipment and vehicles, charges for opening and operating bank accounts, in-country travel costs, boarding/lodging and per-diems for Project staff, and salaries of contractual staff (other than consultants) required for Project management, but excluding salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient's or Project Implementing Entity's civil service, except for salaries and/or salary supplements of members of the Recipient's or Project Implementing Entity's civil service formally deputed to the Project to assist in carrying out the Project activities in accordance with the Recipient's or Project Implementing Entity's applicable policies during the period of such deputation.
- 9. "Operations Manual" means the Project Implementing Entity's manual, acceptable to the Bank, to be adopted in accordance with Section I.B.1 of Schedule to the Project Agreement, as the same may be amended from time to time with prior written agreement of the Bank.
- 10. "PBC" or "Performance-Based Condition" means any of the financing conditions set out in the table in Schedule 3 to this Agreement, and "PBCs" means, collectively, all such PBCs.
- 11. "PBC Target" means the annual target set to be achieved under each PBC as set forth in the table in Schedule 3 to this Agreement, and "PBC Targets" means, collectively, all such targets.
- 12. "PBC Value" means the total amount of the Financing allocated to each PBC set forth in the table in Schedule 3 to this Agreement, as such amount may be reallocated in whole or in part among the PBC Targets or among the Categories by notice by the Bank from time to time.
- 13. "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.

- 14. "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.
- 15. "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.
- 16. "Training" means the costs of training activities under the Project, including seminars, workshops and study tours, along with travel and subsistence allowances for training participants, course fees, service of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to training preparation and implementation, all based on annual work plans and budgets approved by the Bank.
- 17. "Year 1" means the calendar year commencing on January 1, 2021 and ending on December 31, 2021.
- 18. "Year 2" means the calendar year commencing on January 1, 2022 and ending on December 31, 2022.
- 19. "Year 3" means the calendar year commencing on January 1, 2023 and ending on December 31, 2023.
- 20. "Year 4" means the calendar year commencing on January 1, 2024 and ending on December 31, 2024.
- 21. "Year 5" means the calendar year commencing on January 1, 2025 and ending on December 31, 2025.