Multi-Donor Trust Fund for the Senegal Education Sector Capacity Building Grant Agreement

(Quality Improvement and Equity of Basic Education Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as trustee of the Trust Fund for the Senegal Education Sector Capacity Building

Dated November 22, 2013
AGREEMENT dated November 22, 2013, entered into between: REPUBLIC OF SENEGAL ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as trustee of the Multi-Donor Trust Fund for the Senegal Education Sector Capacity Building.

The Recipient and the World Bank hereby agree as follows:

**Article I**

*Standard Conditions; Definitions*

1.01. The Standard Conditions (as defined in the Appendix of this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

**Article II**

*The Project*

2.01. The Recipient declares its commitment to the objectives of the project and the Program. To this end, the Recipient shall carry out the Project through MoE in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III**

*The Grant*

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to two million eight hundred thousand Dollars ($2,800,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World 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 Event of Suspension consists of the following, namely that a situation which shall make it improbable that the Program, or a significant part thereof, will be carried out, shall have arisen.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the World Bank to the Recipient.

**Article V**

**Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied, namely that each of the IDA Financing Agreement, the EFA-FTI Grant Agreement and the OPE Grant Agreement has been executed and delivered and all conditions precedent to their effectiveness or to the right of the Recipient to make withdrawals thereunder (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
5.03. 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 ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister in charge of finance.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance
Rue René Ndiaye
B.P. 4017
Dakar
Senegal

Cable: MINIFINANCES
Telex: 3203 G
Facsimile: +221-33-821-1630
Dakar

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD
INDEVAS
Telex: 248423 (MCI) or 64145 (MCI)
Washington, D.C.
Facsimile: 1-202-477-6391
AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By

Authorized Representative
Le Ministre de l'Économie et des Finances
Name: Amadou BA
Title: Amadou BA

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Trustee of the Multi-Donor Trust Fund for the Senegal Education Sector Capacity Building

By

Authorized Representative
Name: V. Songue
Title: Vera Songue
Country Director
SCHEDULE 1
Project Description

The objectives of the Project are to: (i) improve learning outcomes for early grades; (ii) increase access to science and mathematics tracks for secondary schools; and (iii) improve equity in access to basic education.

The Project constitutes part of the first phase of the Program, and consists of the following parts:

Part A. Improving Quality of Basic Education

1. Performance-Based Financing (PBF) Education Grants

Provision of PBF Education Grants to IEFs to finance specific development projects designed to improve the quality of learning in primary education at the district level.

2. Schools Quality and Management Improvement

   (a) Carrying out a program of activities aimed at enhancing the management of schools at the village and neighborhood level, such program to include: (i) establishment of school management committees and provision of related training; and (ii) provision of goods required for the purpose, such as cellphone facilities, software and database systems.

   (b) Financing, through the provision of Quality Improvement Subgrants to selected schools, of specific development plans to implement quality improvement plans for said schools.

   (c) Implementing a national program for the development of sciences and mathematics teaching and learning at middle school level through: (i) reproduction and distribution of teaching guides and training of middle-school teachers; (ii) provision of technical assistance for the revision of related educational decrees; (iii) provision of Middle-School Subgrants to finance the implementation of such program; and (iv) rehabilitation and/or construction of scientific and technology blocs, and provision of related equipment for said blocs.

   (d) Carrying out a program of activities aimed at improving entry level primary and middle-schools teachers’ qualifications, including: (i) construction and equipment of additional regional centers for training and education; and (ii) designing new training programs and workshops for such centers.
Part B. Strengthening Equity in Access to Education

1. Development of schools in selected underserved regions of the Recipient’s territory through:
   
   (a) the rehabilitation and construction of primary schools; and
   
   (b) the carrying out of a program of activities aimed at assisting the Recipient in the design and monitoring of a public-private partnership operation for the replacement of schools under shelters.

2. Financing, through the provision of Daara School Subgrants to selected Daara Schools, of specific development projects, such as rehabilitation of related infrastructure, hiring of additional French language teachers, and developing learning materials and incentives.

Part C. Project Management and Capacity Building

1. Support to the Recipient in the areas of (a) Project coordination, supervision, financial management, communication and outreach, and implementation of the Safeguard Documents; and (b) communication, monitoring and evaluation of the Project, including through the reinforcement of MoE’s IT system.

2. Carrying out a program of activities aimed at building the capacity of education inspectorates in the areas of leadership, human resources management, financial management, planning, monitoring and evaluation and communication.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Steering Committee

In order to ensure the proper oversight of the Project and coordination among the Recipient’s entities and agencies involved in the Project, the Recipient shall establish, and thereafter maintain throughout the period of Project implementation, with reference mandate, composition and resources satisfactory to the World Bank, a steering committee chaired by the Minister of MoE and comprised of representatives of relevant departments and directorates, local governments, and parents’ associations involved in the Project (“Steering Committee”).

2. Central Level

In order to ensure prompt and efficient implementation of the Project at the central level, the Recipient shall ensure that, for the duration of the Project, all respective departments and directorates within the MoE are responsible for activities within their mandate. To this end, the Recipient shall ensure that the following departments within the MoE are maintained at all times during the implementation of the Project with a mandate, composition and resources satisfactory to the World Bank:

(a) the DAGE to be responsible for Project financial management and disbursement activities, as well as procurement activities at the central level;

(b) the DPRE to be responsible for overall technical coordination of the Project, as well as implementation of Part C.2 of the Project;

(c) the DEE and the DEMSG to be responsible for overall coordination and technical oversight for basic education and middle-school education under Part A and Part B of the Project; and

(d) the DCS, to be responsible for overall technical supervision of constructions and rehabilitations under Part A and Part B of the Project.

3. Regional Level

In order to ensure prompt and efficient implementation of the Project at the regional level, the Recipient shall maintain, at all times during the
implementation of the Project, all IAs, with a mandate, composition and resources satisfactory to the World Bank, to be responsible for implementing the Project at the regional level, including supervision thereof, monitoring and ensuring compliance with the Safeguard Instruments and carrying out procurement activities with the assistance of ARDs.

4. District Level

In order to ensure prompt and efficient implementation of the Project at the district level, the Recipient shall maintain, at all times during the implementation of the Project, all IEFs, with a mandate, composition and resources satisfactory to the World Bank, to be responsible for implementing Part A and Part B of the Project at the district level.

B. Implementation Arrangements

1. Procedures Manual

(a) The Recipient shall prepare, in accordance with terms of reference acceptable to the World Bank, a procedures manual, containing: (i) detailed arrangements and procedures for: (A) institutional coordination and day-to-day execution of the Project; (B) Project budgeting, disbursement (including Disbursement-Linked Indicators) and financial management; (C) procurement; (D) monitoring, evaluation, reporting and communication; and (E) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (ii) operational modules outlining implementation, organizational, administrative, monitoring, financial management, disbursement and procurement arrangements concerning: (A) the PBF Education Grants to be provided under Part A.1 of the Project ("PB Manual"); and (B) the Subgrants to be provided under Part A.2.(b), Part A.2.(c).(iii) and Part B.2 of the Project ("Subprojects Manual").

(b) The Recipient shall afford the World Bank a reasonable opportunity to review such manual, and shall thereafter adopt said manual as shall have been approved by the World Bank ("Procedures Manual").

(c) The Recipient shall carry out the Project in accordance with the Procedures Manual and shall not amend, abrogate, waive or permit to be amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the World Bank.
2. **Annual Work Plan**

   (a) The Recipient shall prepare, in accordance with terms of references acceptable to the World Bank, and furnish to the World Bank no later than August 1 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities and a timetable for their implementation.

   (b) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the World Bank ("Annual Work Plan").

   (c) Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

C. **Anti-Corruption**

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

D. **Safeguards**

1. The Recipient shall ensure that Part C.2 of the Project is carried out in accordance with the Safeguard Instruments, and to that end, if any activity included in an Annual Work Plan would, pursuant to the Safeguard Frameworks, require the adoption of any Safeguard Document:

   (a) (i) prepare such Safeguard Document and furnish it to the World Bank for review and approval; and (ii) thereafter adopt such Safeguard Document prior to implementation of the activity in question; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Document, including, without limitation to the above, providing funds for resettlement compensation when and if required under a RAP.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank every calendar semester, reports, in form and substance satisfactory to the World Bank, on the status of compliance with the Safeguard Instruments, giving details of:

   (a) measures taken in furtherance of such Safeguard Instruments;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part D, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of Part C.2 of the Project in accordance with the Safeguard Instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of Part C.2 of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for Part C.2 of the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. The Recipient shall recruit, not later than four (4) months after the Effective Date: (a) the external auditor referred to in Section 2.07 (b) of the Standard Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the World Bank; and (b) an internal auditor, whose qualifications and experience and terms of reference shall be acceptable to the World Bank.
5. The Recipient shall ensure that financial management Training has been provided to appropriate staff involved in the Project, by not later than four (4) months after the Effective Date.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting-services required for Part C.2 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for Part C.2 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services for Part C.2 of the Project shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for procurement of goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:
3. The following provisions apply to National Competitive Bidding: (a) bids shall be advertised in national newspapers with wide circulation; (b) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (c) bidders shall be given an adequate response time (minimum four weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (d) bids shall be awarded to the lowest evaluated bidder; (e) eligible bidders, including foreign bidders, shall not be precluded from participating; and (f) no preference margin shall be granted to domestic contractors.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Least-Cost Selection</td>
</tr>
<tr>
<td>(b) Selection Based on Consultant’s Qualifications</td>
</tr>
<tr>
<td>(c) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(d) Quality-Based Selection</td>
</tr>
<tr>
<td>(e) Individual Consultants Selection</td>
</tr>
<tr>
<td>(f) Single Source Selection</td>
</tr>
</tbody>
</table>
D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants’ services, non-consulting services, Training and Operating Costs under Part C.2 of the Project</td>
<td>2,800,000</td>
<td>81%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,800,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
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 date of the Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is August 23, 2017.

Section V. Other Undertakings

The Recipient shall for each Fiscal year during Project implementation period, commencing Fiscal Year 2014, allocate from its national budget an amount equal to CFA 3,500 per student in each primary school.
APPENDIX

Section I. Definitions

1. "Agence Régionale de Développement" and "ARDs" means the Recipient regional agency in charge of development created pursuant to the Recipient’s decree No 2012-106 du 18 janvier 2012 entitled "Décret Fixant les Modalités d’Organisation et de Fonctionnement des Agences Régionales de Développement", as the same may be amended from time to time.

2. “Annual Work Plan” means each annual work plan, together with the related budget for the Project approved by the World Bank pursuant to the provision of Section I.B.2 of Schedule 2 to this Agreement.


4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


6. “Daara School Beneficiary” means a Daara school that has received a Daara School Subgrant and entered into a Daara School Subgrant Agreement with an IEF; and “Daara School Beneficiaries” means more than one Daara School Beneficiary.

7. “Daara School Subgrant Agreement” means an agreement entered into between the IEF and a Daara School Beneficiary pursuant to which a Daara School Subgrant shall be made by an IEF to such Daara School Beneficiary for purposes of a Daara School Subproject.

8. “Daara School Subgrant” means a grant to finance part of the reasonable cost of goods, works, services, Training required for a Daara School Subproject to be carried out by a Daara School Beneficiary; and “Daara School Subgrants” means more than one Daara School Subgrant.

9. “Daara School Subproject” means a specific development project to be carried out by a Daara School Beneficiary under Part B.2 of the Project; and “Daara School Subprojects” means more than one Daara School Subproject.

10. “Daara Schools” means Islamic schools operating in the Recipient’s territory.
11. “DAGE” means the Recipient’s Direction de l'Administration Générale et de l'Équipement, the Directorate of General Administration and Equipment created pursuant to the Recipient’s decree No. 2009-1405, dated December 22, 2009 entitled “Décret portant répartition des services de l'État et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères”, as the same may be amended from time to time.

12. “DEE” means the Recipient’s Direction de l'Enseignement Élémentaire, the Directorate of Elementary Education created pursuant to the Recipient’s decree No. 2009-1405, dated December 22, 2009 entitled “Décret portant répartition des services de l'État et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères”, as the same may be amended from time to time.

13. “DEMSG” means the Recipient’s Direction de l’Enseignement Moyen et Secondaire General, the Directorate of Middle and Secondary Education created pursuant to the Recipient’s decree No. 2009-1405, dated December 22, 2009 entitled “Décret portant répartition des services de l'État et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères”, as the same may be amended from time to time.

14. “Displaced Person” means a person who, on account of the execution of an activity under the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; “Displaced Persons” means all such persons.

15. “DPRE” means the Recipient’s Direction de la Planification et de la Réforme et de l’Education, the Directorate of Planning and Education Reform created pursuant to the Recipient’s decree No. 2009-1405, dated December 22, 2009 entitled “Décret portant répartition des services de l'État et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères”, as the same may be amended from time to time.

16. “Education For All – Fast Track Initiative” and “EFA-FTI” each means the program launched in June 2002 pursuant to the implementation of sustainable policies in support of universal primary education and resource mobilization.
17. "EFA-FTI Grant Agreement" means the grant agreement, for purposes of the Project, of the same date as this Agreement, between the Recipient and the World Bank, acting as administrator of the Education For All – Fast Track Initiative Trust Fund, providing for the EFA-FTI Grant.

18. "EFA-FTI Grant" means a grant in the amount equal to forty million Dollars ($40,000,000) provided under the EFA-FTI Grant Agreement to assist in financing the Project.

19. "Environmental and Social Management Framework" and "ESMF" each means the Recipient’s framework entitled "Environmental and Social Management Framework", disclosed in the Recipient’s territory on March 19, 2013, and at the World Bank’s Infoshop on April 2, 2013, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening.

20. "Environmental Management Plan" and "EMP" each means an environmental and social management plan for the Project to be prepared and implemented in accordance with the ESMF and pursuant to the provisions of Section D.1 of Schedule 2 to this Agreement; and "EMPs" means more than one EMP.

21. "Fiscal Year" means the twelve month period commencing January 1 and ending on December 31.

22. "Global Partnership for Education" and "GPE" each means the global partnership established in 2002, as a program to accelerate progress towards education for all goals.

23. "GPE Grant Agreement" means the grant agreement, for purposes of the Project, of the same date as this Agreement, entered into between the Recipient and the World Bank acting as administrator of the Global Partnership for Education, providing for the GPE Grant.

24. "GPE Grant" means a grant in the amount of six million nine hundred thousand Dollars ($6,900,000) provided under the GPE Grant Agreement to assist in financing the Project.

25. "IDA Financing" means a credit in an amount of thirteen millions four hundred thousand special drawing rights to be provided to the Recipient to assist in financing the Project (IDA Credit 5275-SN).

26. "Inspection d'Académie" and "IA" each means the regional academic inspectorate representing MoE at the regional level created pursuant to the
Recipient’s Decree n° 2012-1276 dated November 13, 2012, and entitled “Décret Relatif à la Création des Inspections d’Académie et des Inspections de l’Éducation et de la Formation”, as the same may be amended from time to time; and “IAs” means more than one IA.

27. “Inspection de l’Éducation Nationale et de la Formation” or “IEF” means the district education inspectorate representing MoE at the district level created pursuant to the Recipient’s Decree n° 2012-1276 dated November 13, 2012, and entitled “Décret Relatif à la Création des Inspections d’Académie et des Inspections de l’Éducation et de la Formation”, as the same may be amended from time to time; and “IEFs” means more than one IEFs.

28. “Middle-School Beneficiary” means a middle-school that has received a Middle-School Subgrant and entered into a Middle-School Subgrant Agreement with an IEF; and “Middle-School Subgrant Beneficiaries” means more than one Middle-School Subgrant Beneficiary.

29. “Middle-School Subgrant Agreement” means an agreement entered into between the IEF and a Middle-School School Beneficiary pursuant to which a Middle-School Subgrant shall be made by an IEF to such Middle-School Beneficiary for purposes of a Middle-School Subproject.

30. “Middle-School Subgrant” means a grant to finance part of the reasonable cost of goods, works, services, Training and Operating Costs required for a Middle-School Subproject to be carried out by a Middle-School Beneficiary; and “Middle-School Subgrants” means more than one Middle-School Subgrant.

31. “Middle-School Subproject” means a specific development project to be carried out by a Middle-School Beneficiary under Part A.2.c.(iii) of the Project; and “Middle-School Subprojects” means more than one Middle-School Subproject.

32. “MoE” or “Ministry of Education” each means the Recipient’s Ministry in charge of education.

33. “Operating Costs” means the incremental operating expenses, approved by the World Bank under each Annual Work Plan, on account of the Project, including office supplies, bank charges, staff salaries, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.

34. “PBF Education Grant Agreement” means an agreement between an IA and an IEF, providing for a PBF Education Grant.
35. "PBF Education Grant" means a grant made or proposed to be made out of the proceeds of the grant to an IEF to finance a PBF Education Subproject; and "PBF Education Grants" means, collectively, all such grants.

36. "PBF Education Subproject" means a specific development project included in Part A.1 of the Project to be carried out by an IEF and to be financed out of the proceeds of a PBF Education Subproject.

37. "PBF" means performance based financing.

38. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the World Bank to the Recipient pursuant to the letter agreement signed on behalf of the World Bank on April 26, 2013, and on behalf of the Recipient on May 7, 2013.

39. "Procedures Manual" means the manual for the Project to be prepared and adopted in accordance with the provisions in Section I.B.1 of Schedule 2 to this Agreement.


41. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 24, 2013, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

42. "Program" means the Recipient's twelve-year education program "Programme d'Amélioration de la Qualité, de l'équité et de la transparence dans l'éducation" designed to improve education in the Recipient's territory.

43. "Quality Improvement Beneficiary" means a school that has received a Quality Improvement Subgrant and entered into a Quality Improvement Subgrant Agreement with an IEF; and "Quality Improvement Subgrant Beneficiaries" means more than one Quality Improvement Beneficiary.

44. "Quality Improvement Subgrant Agreement" means an agreement entered into between the IEF and a Quality Improvement Beneficiary pursuant to which a Quality Improvement Subgrant shall be made by an IEF to a Quality Improvement Beneficiary for Quality Improvement School Subproject.

45. "Quality Improvement Subgrant" means a grant to finance part of the reasonable cost of goods, works, services, Training and Operating Costs required for a Quality Improvement Subproject to be carried out by a Quality Improvement
Beneficiary; and “Quality Improvement Subgrants” means more than one Quality Improvement Subgrant.

46. “Quality Improvement Subproject” means a specific development project to be carried out by a Quality Improvement Beneficiary under Part A.2.b of the Project; and “Quality Improvement Subprojects” means more than one such Quality Improvement Subproject.

47. “Resettlement Action Plan” or “RAP” means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to the provisions of Section D.1 of Schedule 2 to this Agreement; and “RAPs” means more than one such RAP.


49. “Safeguard Documents” means any ESMP, RAP, or other supplemental social and environmental safeguard documents as required under the terms of the Safeguard Frameworks.

50. “Safeguard Frameworks” means, collectively, the ESMF and the RPF.

51. “Safeguard Instruments” means, collectively, the Safeguards Frameworks and the Safeguard Documents.


53. “Steering Committee” means the Steering Committee to be established under the Project in accordance with Section 1.A.1 of Schedule 2 to this Agreement.

54. “Training” means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.