Global Partnership for Education Fund and Results in Education for All Children Multi-Donor Trust Fund Grant Agreement

(Additional Financing for the School Sector Reform Project)

between

NEPAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION acting as a Supervising Entity for the Global Partnership for Education Fund and as Administrator of the Results in Education for All Children Multi-Donor Trust Fund

Dated January 22, 2016
GLOBAL PARTNERSHIP FOR EDUCATION FUND
AND
RESULTS IN EDUCATION FOR ALL CHILDREN
MULTI DONOR TRUST FUND
GRANT AGREEMENT

AGREEMENT dated January 26, 2016, entered into between: NEPAL ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting both as a Supervising Entity for the Global Partnership for Education Fund ("GPE") and as Administrator of the Results in Education for All Children Multi-Donor Trust Fund ("REACH MDTF") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section II of the Appendix to this Agreement, constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in Section I of the Appendix to this 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 carry out the Project through MOE/DOE 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 from various sources in the following amounts, which in aggregate equal to sixty three million three hundred thousand United States Dollars ($63,300,000) ("Grant"), to assist in financing the Project:

(a) the amount of eleven million five hundred thousand United States Dollars ($11,500,000) ("Portion A of the Grant TF0A0843-NP");
(b) the amount of forty seven million eight hundred thousand United States Dollars ($47,800,000) ("Portion B of the Grant TF0A0779-NP"); and
(c) the amount of four million United States Dollars ($4,000,000) ("Portion C of the Grant TF0A0915-NP").

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. Portion A of the Grant TF0A0843-NP and Portion B of the Grant TF0A0779-NP are funded out of the GPE and Portion C of the Grant TF0A0915-NP is funded out of the REACH MDTF for which the World Bank receives periodic contributions from the donors to the GPE and the REACH MDTF. 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 GPE and the REACH MDTF, 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) A situation has arisen which shall make it improbable that the SSR Program, or a significant part thereof, will be carried out.
(b) The right of the Recipient to withdraw the proceeds of any credit, loan or grant made to the Recipient for the financing of the SSR Program has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor; or
(c) Any such credit or loan has become due and payable prior to the agreed maturity thereof.
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 execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion satisfactory to the World Bank of counsel acceptable to the World Bank, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. 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 ("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.

5.04. 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 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 the Secretary, Ministry of Finance.
6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance
Government of Nepal
Singha Durbar
Kathmandu
Nepal

Facsimile:

(977-1) 4211-164

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

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

Cable: Telex: Facsimile:

INDEVAS 64145 (MCI) 1-202-477-6391
AGREED at Kathmandu, Nepal, as of the day and year first above written.

NEPAL

By

Authorized Representative

Name: BaiKuntha Aryal
Title: Joint Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as a Supervising Entity for the Global Partnership for Education Fund and as Administrator of the Results in Education for All Children Multi-Donor Trust Fund

By

Authorized Representative

Name: Takuya Kamata
Title: Country Manager
SCHEDULE 1
Project Description

The objective of the Project is to increase access to and improve quality of school education, particularly basic education (Grades 1-8), especially for children from marginalized groups.

The Project consists of the following parts:

Part 1: Basic Education

1.1. Carrying out of activities aimed at increasing access and inclusion in basic education, including: (i) welcome-to-school and other outreach programs; (ii) provision of scholarships to targeted groups of children; (iii) increased use of multilingual teachers and learning materials; (iv) school mapping exercises to determine the extent of out-of-school children; (v) expansion of physical facilities, including classroom construction and rehabilitation; and (vi) increased use of the Recipient’s per capita financing (PCF) system for teacher salaries for un-served students and non-salary inputs such as textbooks and other block grants.

1.2. Carrying out of activities aimed at improving quality in basic education, including: (i) at the student and school level, provision of free textbooks, provision of multilingual teachers and instructional materials to schools and other quality-enhancing block grants included in annual school improvement plans, salary grants to improve the pupil-teacher ratio, performance-based incentives and matching grants to schools, performance-based incentives for students; (ii) at the district level, strengthening of the educational management information system (EMIS) and flash reporting systems, and development, digitization and training for local curriculum; and (iii) at the central level, updating of curriculum to gradually adopt a competency-based system, textbooks and teacher guides, piloting of innovative quality interventions and their evaluation, and introduction of a continuous assessment system and sample-based standardized student assessments for grades 3, 5 and 8.

1.3. Carrying out of activities aimed at better preparing children for school, including: (i) provision of remuneration for facilitators and education materials at existing early childhood education development (ECED) centers; and (ii) establishment and operation of new early childhood education development (ECED) centers in rural areas.

1.4. Carrying out of activities aimed at improving literacy and continuing education, including support of the operation of community learning centers.
1.5. Provision of: (i) salaries and benefits for primary and lower secondary school teachers in government teacher positions; (ii) raahat (temporary relief) salary grants for primary and lower secondary school teachers in positions at the end of the EFA Program; and (iii) salaries and benefits for additional primary and lower secondary school teachers to be financed through the Recipient’s per capita financing (PCF) system.

Part 2: Secondary Education

2.1. Carrying out of activities aimed at increasing access and equity in secondary education, including: (i) expansion of physical facilities, including classroom construction and rehabilitation, library and laboratory construction, and construction of schools for children with special needs; (ii) provision of scholarships for targeted groups of children; and (iii) provision of open learning centers, non-formal education for adult women, and grants to traditional schools.

2.2. Carrying out of activities aimed at improving quality in secondary education, including: (i) development of norms and standards for curriculum, education materials, teachers, school environment and examination systems; (ii) integration of grades 9-10 with grades 11-12 to form a single secondary cycle of grades 9-12; and (iii) provision of performance-based grants, textbooks and other non-salary grants to secondary schools based on the per capita financing (PCF) system.

2.3. Carrying out of activities aimed at preparing school children for future employment, including piloting of technical education and vocational training programs such as in-school crafting skills classes for grades 7 and 8 and in-school training in non-formal apprenticeship for grades 9 and 10.

2.4. Provision of: (i) salaries and benefits for secondary school teachers in government teacher positions; (ii) raahat (temporary relief) salary grants for secondary school teachers in positions at the end of FY2008/09; (iii) salaries and benefits for additional secondary school and higher secondary school teachers to be financed through the Recipient’s per capita financing (PCF) system; and (iv) salary grants for secondary school teachers.

Part 3: Institutional Capacity Strengthening

3.1. Carrying out of activities aimed at improving teacher recruitment and professional development, including: (i) provision of teacher grants through the per capita financing (PCF) system to support school-based recruitment of licensed teachers; (ii) provision of school-based teacher
training and resource center-based teacher training; and (iii) upgrading of teacher licensing practices.

3.2. Carrying out of activities aimed at strengthening capacity at the school and implementing agency levels, including: (i) enhancing the management capacity of school management committees (SMCs) through preparation and utilization of school improvement plans (SIPs); (ii) preparation by schools of social audits on school funds utilization; (iii) carrying out of a large-scale communication campaign to reach out to parents and civil society to reinforce the main policy thrusts of the Project such as community management of schools, the per capita financing (PCF) system, quality improvement and reduction of repetition and dropout rates at grade 1; and (iv) provision of incentive grants to schools to encourage them to become community-managed schools.

3.3. Carrying out of program management and monitoring and evaluation activities, including: (i) educational management information system (EMIS) data collection and reporting; (ii) commissioning of quantitative and qualitative studies, learning assessments of international standards, and impact evaluation of pilot activities; and (iii) implementation of the Recipient’s governance and accountability action plan (GAAP).
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. General

Overall Project Implementation and Coordination; Program Implementation Guidelines

1. The Recipient through MOE/DOE shall be responsible, at the central level, for the overall coordination, monitoring, evaluation and reporting on the Project, including, inter alia, reviewing, approving and coordinating the implementation of the ASIPs and the AWPBs.

2. The Recipient shall ensure that: (i) the Project (including Subprojects) is implemented in accordance with the provisions of the Program Implementation Guidelines and the Joint Financing Arrangement; and (ii) no action is taken which would prevent or interfere with such implementation.

Annual Work Plan and Budget (AWPB) and Joint Annual Review

3. The Recipient through MOE/DOE shall, by not later than April 15 of each year, prepare and furnish to the World Bank a draft ASIP and AWPB for the following Fiscal Year, for its review, and promptly furnish the final ASIP and AWPB after their formal endorsement. Each such ASIP and AWPB shall: (a) have been prepared in consultation with and based on data collected from the various stakeholders of the SSR Program; (b) include fully costed proposed activities for each output, linked with performance targets; (c) be in line with the SSR Program; and (d) include a draft medium-term expenditures framework for the following Fiscal Year.

4. The Recipient shall, no later than two (2) weeks prior to the joint annual review meeting to be held no later than April 30 of each year, furnish to the World Bank an annual report summarizing the status of key indicators, relevant surveys, special studies and education project expenditure reviews.

Subproject Grants to Beneficiaries (other than Community Schools)

5. The Recipient shall provide each Subproject Grant to a Beneficiary, other than a community school, pursuant to an agreement to be entered into between the Recipient and such Beneficiary (Subproject Grant Agreement) containing terms and conditions satisfactory to the World Bank, which shall include the provisions set forth in Section A of Schedule 3 to this Agreement.
6. The Recipient shall exercise its rights in relation to each such Subproject Grant provided to a Beneficiary under a Subproject Grant Agreement in such manner as to: (a) protect the interests of the Recipient and the World Bank; (b) comply with its obligations under this Agreement; and (c) achieve the purposes of the Project. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Subproject Grant Agreement or any of its provisions.

Grants to Beneficiaries (which are Community Schools)

7. The Recipient shall provide a Subproject Grant to a Beneficiary, which is a community school: (a) in accordance with the eligibility and selection criteria, the disbursement, financial management, monitoring and other relevant provisions set forth in the Program Implementation Guidelines; and (b) pursuant to arrangements satisfactory to the World Bank, which shall include the provisions set forth in Section B of Schedule 3 to this Agreement.

8. The Recipient shall exercise its rights in relation to each such Subproject Grant provided to a Beneficiary under the above-mentioned arrangements in such manner as to: (a) protect the interests of the Recipient and the World Bank; (b) comply with its obligations under this Agreement; and (c) achieve the purposes of the Project. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the above-mentioned arrangements or any of their provisions.

B. Provisions Specific to the Implementation of the Project under the Post-2016 SSR Program (Disbursement Modality: Category (2) DLI Expenditures)

1. Notwithstanding the termination of the 2009-2016 SSR Program and without limitations to the provisions of Section I.A.2 of this Schedule, the Recipient shall continue to carry out the Project under the Post-2016 SSR Program in accordance with the Program Implementation Guidelines. Any changes to the Program Implementation Guidelines following the adoption of the Post-2016 SSR Program shall be agreed in writing with the World Bank.

2. The Recipient shall carry out the Project, and monitor and report on the achievement of the Disbursement Linked Indicators, not later than March 31 of each year during the implementation of the Project, commencing on March 31, 2017, in accordance with the arrangements and procedures set out in the DLI Verification Protocol (provided, however, that in case of any conflict between the arrangements and procedures set out in the DLI Verification Protocol and the provisions of this Agreement, the provisions of this Agreement shall prevail), and shall not amend, abrogate or waive the DLI Verification Protocol or any of its provisions without prior approval in writing by the World Bank.
3. Without limitation to the foregoing, the Recipient shall: (a) appoint, not later than January 31, 2017, and thereafter retain for the duration of the Project, an independent DLI verification agent having qualifications and terms of reference acceptable to the World Bank to verify the achievement of selected Disbursement Linked Indicators as provided in Schedule 4 to this Agreement and the DLI Verification Protocol; (b) cause said agent to verify the status of achievement of the relevant DLIs under terms of reference acceptable to the World Bank, not later than March 31 of each year during the implementation of the Project, commencing March 31, 2017; and (c) furnish to the World Bank in each year the DLI verification reports of said agent of scope and detail acceptable to the World Bank.

C. Vulnerable Community Development Framework (VCDF); Environmental Management Framework (EMF); Land Acquisition Framework; Involuntary Resettlement

1. The Recipient shall ensure that: (i) the Project (including Subprojects) is implemented in accordance with the provisions of the Vulnerable Community Development Framework (VCDF) (including the provisions of each Vulnerable Community Development Plan prepared in accordance with such Framework), the Environmental Management Framework (EMF) (including the provisions of each Environmental Management Plan and other environmental and social management plan prepared in accordance with such Framework) and the Land Acquisition Framework; and (ii) no action is taken which would prevent or interfere with such implementation.

2. Without limiting the generality of the foregoing, the Recipient shall ensure that the implementation of the Project (including Subprojects) does not involve: (a) any 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 the affected persons must move to another location; or (b) any involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihood of the affected persons. Prior to the implementation of Project (including Subproject) activities involving voluntary land donation, the Recipient shall ensure that the planning and verification procedures for land donation set out in the Land Acquisition Framework shall have been followed and documented in accordance with such procedures and in a manner satisfactory to the World Bank.

3. Without limitation on the provisions of Section II.B.1 of this Schedule, the Recipient shall take all measures necessary on its part to regularly collect, compile, and submit to the World Bank, as part of the Project Reports, information on the status of compliance with the VCDF, the EMF, and the Land Acquisition Framework, and the required plan(s) and assessment(s) to be prepared thereunder, providing details of:
(a) measures taken in furtherance of such instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such instruments; and

(c) remedial measures taken or required to be taken to address any conditions referred to in the preceding sub-paragraph (b).

4. No later than one (1) month after the Effective Date, the Recipient shall assign, and thereafter retain for the duration of the Project, a dedicated professional having qualifications and under terms of reference acceptable to the World Bank to monitor the construction activities under the Project and compliance with the Safeguards Instruments.

D. Anti-Corruption

The Recipient shall ensure that the Project (including Subprojects) is carried out in accordance with the provisions of the Anti-Corruption Guidelines and the Governance and Accountability Action Plan.

E. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donor(s) to visit any part of the Recipient’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

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

(a) all records evidencing expenditures under the Project are retained for 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 World 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 World 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; Completion Report

1. The Recipient shall monitor and evaluate the progress 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 set forth in the Results Framework. Each Project Report shall cover the period of one Fiscal Year trimester, 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.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date set forth in Section IV.C (b) of this Schedule.

C. 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 as part of the Project Report not later than forty-five (45) days after the end of each Fiscal Year trimester, covering the trimester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for 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. 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.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for 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 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 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 methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding in accordance with the provisions of the Public Procurement Act (and regulations made thereunder), subject to the additional provisions set out in paragraph 3 below; (b) Shopping; (c) Direct Contracting; and (d) Community Participation procedures which have been found acceptable to the World Bank.

3. **National Competitive Bidding.** The following additional procedures shall apply to goods and works procured on the basis of National Competitive Bidding:

   (a) Only the model bidding documents for National Competitive Bidding agreed with the World Bank (as amended from time to time), including qualification criteria shall be used;

   (b) Bid documents shall be made available, by mail or in person, to all who are willing to pay the required fee;

   (c) Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders;

   (d) Bids shall be opened in public in one place, immediately after the deadline for submission of bids;

   (e) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is
required, a foreign firm declared as the lowest evaluated bidder shall be given a reasonable opportunity of registering, without let or hindrance;

(f) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format and specified period agreed with the World Bank and contracts shall be awarded to the lowest evaluated bidders;

(g) Rebilling for prior review contracts shall not be carried out without the prior concurrence of the World Bank;

(h) Extension of bid validity for prior review contracts shall not be allowed without the prior concurrence of the World Bank: (A) for the first request for extension if it is longer than four (4) weeks; and (B) for all subsequent requests for extension irrespective of the period; and

(i) There shall not be any restrictions on the means of delivery of the bids.

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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

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.

E. Document Retention

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven
years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the donor(s).

Section IV. 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 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 Portion A of the Grant (expressed in USD)</th>
<th>Amount of Portion B of the Grant (expressed in USD)</th>
<th>Amount of Portion C of the Grant (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Eligible Expenditures under the AWPB for Fiscal Year 2015/16</td>
<td>11,500,000</td>
<td>30,000,000</td>
<td>0</td>
<td>Such percentage as the World Bank may determine for Fiscal Year 2015/16.</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions

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

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed two million three hundred thousand United States Dollars ($2,300,000) under Portion A of the Grant TF0A0843-NP and six million United States Dollars ($6,000,000) under Portion B of the Grant TF0A0779-NP may be made for payments made prior to this date but on or after July 16, 2015, for Eligible Expenditures under Category (1), subject to the requirements referred to in subparagraph (b) below;

   (b) under Category (1): (i) until the annual allocation and disbursement targets for the AWPB for Fiscal Year 2015/16 shall have been agreed with the World Bank during the annual review; and (ii) for Eligible Expenditures under the AWPB for Fiscal Year 2015/16 incurred under a contract which the World Bank or any national or international agency or organization, other than the Pooling Donors, shall have financed or agreed to finance under any other credit, loan, or grant;

   (c) under Category (2): (i) until the annual allocation and disbursement targets for the AWPB for relevant Fiscal Year shall have been agreed with the World Bank during the annual review; (ii) for DLI Expenditures incurred under a contract which the World Bank or any national or international agency or organization, other than the Pooling Donors, shall have financed

<table>
<thead>
<tr>
<th>(2) DLI Expenditures for:</th>
<th></th>
<th></th>
<th>Such percentage as the World Bank may determine for the relevant Fiscal Year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) DLI #1</td>
<td>0</td>
<td>6,000,000</td>
<td>0</td>
</tr>
<tr>
<td>(b) DLI #2</td>
<td>0</td>
<td>6,000,000</td>
<td>0</td>
</tr>
<tr>
<td>(c) DLI #3</td>
<td>0</td>
<td>5,800,000</td>
<td>0</td>
</tr>
<tr>
<td>(d) DLI #4</td>
<td>0</td>
<td>0</td>
<td>2,000,000</td>
</tr>
<tr>
<td>(e) DLI #5</td>
<td>0</td>
<td>0</td>
<td>2,000,000</td>
</tr>
<tr>
<td>TOTAL AMOUNTS</td>
<td>11,500,000</td>
<td>47,800,000</td>
<td>4,000,000</td>
</tr>
</tbody>
</table>
or agreed to finance under any other credit, loan, or grant; and (iii) until and unless the Recipient shall have:

I. adopted the Post-2016 SSR Program, including adequate financial management and disbursement arrangements, in a manner satisfactory to the World Bank and consistent with the objective and parts of the Project as described in Schedule 1 of this Agreement;

II. complied with the additional instructions referred to in Section IV.A.1 of this Schedule, including submission to the World Bank of the applicable interim unaudited financial reports evidencing the incurrence of DLI Expenditures during the respective DLI Period for which payment is requested; and

III. furnished evidence satisfactory to the World Bank, in accordance with the DLI Verification Protocol and the DLI verification process set out in Schedule 4 to this Agreement, that the DLI Target for the respective DLI Period for which payment is requested has been achieved.

2. Without limitation on the foregoing, expenditures relating to Subproject Grants to be paid out of Category (1) shall be deemed eligible provided that they have been recorded as actual expenditures in the audited financial statements for Fiscal Year 2015/16 submitted to the World Bank in accordance with Section II.C.3 of this Schedule.

3. Without limitation on the foregoing, for withdrawals under Category (2):

(a) the World Bank may authorize partial withdrawal for DLI Expenditures when the Recipient shall have furnished evidence in accordance with the DLI Verification Protocol, that some but not all of the DLI Targets for the respective DLI Period have been achieved or that scalable DLI Targets for the respective DLI Period have been partially achieved; provided, however, that, with respect to scalable DLI Targets, the minimum threshold to trigger disbursement for the DLI Period shall have been achieved in accordance with the DLI Verification Protocol.

(b) in the event that the DLI Value allocated to a DLI Target is not fully disbursed at the end of the respective DLI Period because the World Bank is not satisfied that the DLI Target has been fully achieved, the World Bank may, at any time by written notice to the Recipient, decide, in its sole discretion, to roll over the undisbursed amount to a subsequent DLI Period in accordance with the DLI Verification Protocol, and the World Bank may authorize the withdrawal of such amount when the World Bank shall
be satisfied that such DLI Target from the earlier DLI Period has been fully achieved.

(c) in the event that the DLI Expenditures incurred during a particular DLI Period exceed the DLI Value for such DLI period, the World Bank may, in its sole discretion, by written notice to the Recipient, allow the Recipient to carry the excess DLI Expenditures over to the subsequent DLI Period.

(d) with respect to the DLI Period current at the time of any withdrawal, in the event that the DLI Targets for a subsequent DLI Period are partially or fully achieved in such current DLI Period, the World Bank may, in its sole discretion, by written notice to the Recipient, authorize the withdrawal for the amount of DLI Expenditures incurred in such current DLI Period of up to the value of DLI Targets of the subsequent DLI Period achieved during such current DLI Period, and the DLI Value in the subsequent DLI Period shall be correspondingly reduced.

(e) any such withdrawal shall not exceed the lesser of: (i) the total DLI Value allocated to each DLI Target achieved up to the respective DLI Period; and (ii) the amount of the DLI Expenditures incurred but not paid by the proceeds of the Grant as of the DLI Period for which payment is requested.

4. In the event that the World Bank has withheld, or was entitled to withhold, any part of the Grant pursuant to paragraph 2 above, the World Bank may at any time, by notice to the Recipient cancel the amount(s) so withheld/to be withheld.

C. **Withdrawal Period**

The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is:

(a) for Portion A of the Grant TF0A0843-NP: July 15, 2016; and

(b) for Portion B of the Grant TF0A0779-NP and Portion C of the Grant TF0A0915-NP: July 15, 2018.
SCHEDULE 3

Terms and Conditions of Subproject Grants

A. For each Subproject Grant to a Beneficiary, other than a community school, the Recipient shall enter into a written agreement with the relevant Beneficiary (Subproject Grant Agreement), pursuant to which the Recipient shall obtain rights adequate to protect the interests of the Recipient and the World Bank, including the right to:

(i) require that the Subproject for which the Subproject Grant is made be carried out:

(a) with due diligence and efficiency;

(b) in accordance with sound technical, economic, financial, managerial, environmental and social standards; and

(c) in accordance with the provisions of the Program Implementation Guidelines, the Vulnerable Community Development Framework, the Environmental Management Framework, the Land Acquisition Framework, and the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;

(ii) require that:

(a) adequate records and accounts to reflect the operations, resources and expenditures related to the Subproject be maintained; and

(b) at the Recipient’s or the World Bank’s request, such records and accounts be audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and, as so audited, promptly furnished to the Recipient and the World Bank;

(iii) require that:

(a) the goods, works and services to be financed out of the proceeds of the Subproject Grant be procured in accordance with the provisions of Section III of Schedule 2 to this Agreement; and

(b) such goods, works and services be used exclusively in the carrying out of the Subproject;
(iv) inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods, works, sites, plants and construction included in the Subproject, the operations thereof and any relevant records and documents;

(v) obtain all such information as the Recipient or the World Bank shall reasonably request, regarding the administration, operation and financial condition of the Subproject; and

(vi) suspend or terminate the right of the Beneficiary to use the proceeds of the Subproject Grant, or obtain a refund of all or any part of the amount of the Subproject Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Subproject Grant Agreement.

B. For each Subproject Grant to a Beneficiary, which is a community school, the Recipient shall make all necessary regulatory arrangements, through which it shall ensure that the relevant Beneficiary:

(i) carries out the Subproject for which the Subproject Grant is made:

(a) with due diligence and efficiency;

(b) in accordance with sound technical, economic, financial, managerial, environmental and social standards; and

(c) in accordance with the provisions of the Program Implementation Guidelines, the Vulnerable Community Development Framework, the Environmental Management Framework, the Land Acquisition Framework, and the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;

(ii) is required to:

(a) maintain adequate records and accounts to reflect the operations, resources and expenditures related to the Subproject; and

(b) at the Recipient’s or the World Bank’s request, cause such records and accounts to be audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and, as so audited, promptly furnished to the Recipient and the World Bank;
(iii) is required to:

(a) procure the goods, works and services to be financed out of the proceeds of the Subproject Grant in accordance with the provisions of Section III of Schedule 2 to this Agreement; and

(b) use such goods, works and services exclusively in the carrying out of the Subproject;

(iv) grants the right to the Recipient to inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods, works, sites, plants and construction included in the Subproject, the operations thereof and any relevant records and documents;

(v) grants the right to obtain all such information as the Recipient or the World Bank shall reasonably request, regarding the administration, operation and financial condition of the Subproject; and

(vi) grants the right to suspend or terminate the right of the Beneficiary to use the proceeds of the Subproject Grant, or obtain a refund of all or any part of the amount of the Subproject Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the arrangements.
### SCHEDULE 4
Disbursement Linked Indicators and Verification Mechanisms

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>DLI #1:</strong> Implementation of single subject certification in the SLC and higher secondary school examinations (Efficiency dimension)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Target:</strong></td>
<td>SLC issued to 2016 and 2017 SLC candidates as per single-subject certification policy</td>
<td>Single subject certification policy approved for higher secondary school examinations</td>
</tr>
<tr>
<td><strong>Allocated Amount (US$):</strong></td>
<td>3,000,000</td>
<td>3,000,000</td>
</tr>
<tr>
<td><strong>Baseline:</strong></td>
<td>Single subject certification policy: (i) approved for SLC, but not implemented; and (ii) not approved for higher secondary school examinations</td>
<td></td>
</tr>
<tr>
<td><strong>Disbursement rule:</strong></td>
<td>(A) Period 1: non-scalable for SLC issuance and (B) Period 2: non-scalable for approval of policy for higher secondary school examination</td>
<td></td>
</tr>
<tr>
<td><strong>DLI verification process:</strong></td>
<td>(A) Period 1: LEG (or the World Bank in the absence of LEG) reviews DOE’s report on achievement of DLIs and SLC mark sheets distributed to students. (B) Period 2: LEG (or the World Bank in the absence of LEG) reviews the official document showing that the single subject certification policy for higher secondary school examinations has been approved.</td>
<td></td>
</tr>
<tr>
<td><strong>DLI #2:</strong> Community schools where standardized classroom-based early grade reading assessments for grades 2 &amp; 3 are conducted by teachers, observed by parent representatives, and results are shared and discussed with parents (Quality/Learning outcome dimension)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Target:</strong></td>
<td>2,600</td>
<td>3,000 (cumulative 5,600)</td>
</tr>
<tr>
<td><strong>Allocated Amount (US$):</strong></td>
<td>3,000,000</td>
<td>3,000,000</td>
</tr>
<tr>
<td><strong>Baseline:</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Disbursement rule:</strong></td>
<td>(A) Period 1: (i) percent of achievement of target (i.e. 2,600 schools = 100% of target) on or before the last day of the period equal to the percent of total allocated amount to be disbursed; and (ii) minimum of 51% achievement to be eligible for disbursement (scalable); and (B) Period 2: (i) percent of achievement of target (i.e. 3,000 schools = 100% of target) on or before the last day of the period equal to the percent of total allocated amount to be disbursed; and (ii) minimum of 51% of the target achieved to be eligible for disbursement (scalable).</td>
<td></td>
</tr>
<tr>
<td><strong>DLI verification process:</strong></td>
<td>Periods 1-2: (i) DLI Verification Agent reviews DOE’s report on achievement of DLIs and MIS; (ii) DLI Verification Agent conducts sample survey of schools that includes interviews with teachers and parents, review of school-level assessment records, report cards, and records of results.</td>
<td></td>
</tr>
<tr>
<td>Stretch Indicator/DLI</td>
<td>Period 1</td>
<td>Period 2</td>
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<tr>
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<tr>
<td><strong>DLI #3: Development of the Equity Index and its utilization for providing targeted support to districts (Equity dimension)</strong></td>
<td>Target 1: Targeted interventions implemented in 5 most disadvantaged districts (according to Equity Index)</td>
<td>Targeted interventions implemented in 10 most disadvantaged districts (according to Equity Index)</td>
</tr>
<tr>
<td>Allocated Amount (US$):</td>
<td>700,000</td>
<td>700,000</td>
</tr>
<tr>
<td>Target 2:</td>
<td>20% reduction in the aggregate number of OOSC in these 5 districts</td>
<td>20% reduction in the aggregate number of OOSC in these 10 districts</td>
</tr>
<tr>
<td>Allocated Amount (US$):</td>
<td>2,200,000</td>
<td>2,200,000</td>
</tr>
<tr>
<td><strong>Baseline Target 1:</strong> Equity index not developed</td>
<td><strong>Baseline Target 2:</strong> Baseline data on number of OOSC in the ten (10) most disadvantaged districts to be collected by DOE by March 15, 2016.</td>
<td><strong>Baseline Target 1:</strong> Equity index not developed</td>
</tr>
</tbody>
</table>

**Disbursement rule:** (A) Target 1: (i) DOE has developed the Equity Index; (ii) Periods 1-2: non-scalable for targeted interventions implemented; (B) Target 2: (i) DOE has collected the baseline data on number of OOSC in the ten (10) districts classified as “most disadvantaged” in accordance with the Equity Index; (ii) Periods 1-2: (a) percent of achievement of target (i.e. 20% reduction = 100% of target) on or before the last day of the period equal to the percent of total allocated amount to be disbursed; and (b) minimum of 51% of the target achieved to be eligible for disbursement (scalable).

**DLI verification process:** (A) Period 1: (i) Target 1: LEG (or the World Bank in the absence of LEG) reviews DOE’s report(s) on achievement of DLI detailing the Equity Index; revised intervention plans for OOSC; dataset listing OOSC brought into basic education; and the official document showing that the Equity Index has been approved by the Recipient; and (ii) Target 2: DLI Verification Agent conducts a sample survey of OOSC (brought into basic education in intervention districts) that includes interviews with students, parents and teachers, and review of school/learning center records. (B) Period 2: (i) Target 1: LEG (or the World Bank in the absence of LEG) reviews DOE’s report(s) on achievement of DLI detailing revised intervention plans for OOSC and dataset listing OOSC brought into basic education; (ii) Target 2: DLI Verification Agent conducts a sample survey of OOSC (brought into basic education in intervention districts) that includes interviews with students, parents and teachers, and review of school/learning center records.

| DLI #4: Independent Verification of EMIS data (Monitoring and accountability dimension) | Target: Verification survey completed by an independent firm and agreed corrective actions implemented | **Baseline:** Verification survey is part of the SSR Program monitoring system but not implemented |
| Allocated Amount (US$): | 2,000,000 | **Disbursement rule:** EMIS Verification survey completed and agreed corrections actions implemented (non-scalable) |
|----------------------|----------|-----------------------------------------|----------|-----------------------------------------|
| **DLI verification process:** LEG (or the World Bank in the absence of LEG) reviews DOE’s report on achievement of DLI that includes survey firm’s EMIS verification report (based on survey of representative sample of schools funded by SSRP) and DOE’s implementation of agreed corrective actions from the report’s recommendation |
| **DLI #5: Strengthening of Financial Management (FM) capacity at school-level (Financial management dimension)** | **Target:** | 500 schools receive school-based FM capacity strengthening support | **Allocated Amount (US$):** | 2,000,000 |
| **Baseline:** | 0 | Disbursement rule: (i) percent of achievement of target (i.e. 500 schools = 100% of target) on or before the last day of the period equal to the percent of total allocated amount to be disbursed; and (ii) minimum of 51% achievement to be eligible for disbursement (scalable) |
| **DLI verification process:** (i) DLI Verification Agent reviews DOE’s report on achievement of DLIs and EMIS; (ii) DLI Verification Agent (third party) conducts sample survey of schools that includes interviews with teachers and review of school-level financial record-keeping |
APPENDIX

Section I. Definitions

1. “Annual Strategic Implementation Plan” or “ASIP” means the implementation plan to be prepared for each Fiscal Year under the Project setting out key strategies and procedures for implementing the AWBP for such Fiscal Year.

2. “Annual Work Plan and Budget” or “AWPB” means the operational plan to be prepared for each Fiscal Year under the Project in accordance with Section I.A.3 of Schedule 2 to this Agreement.


4. “Beneficiary” means: (i) a community school (and its school management committee (SMC), or (ii) a community-based organization (CBO), a non-governmental organization (NGO), or any other entity or individual eligible to receive a Subproject Grant.

5. “Budget Codes” means the following budget codes used by the Recipient for the 2009-2016 SSR Program: (i) 3500163 (Primary Education); (ii) 3500173 (Lower secondary/secondary education); (iii) 3500213 and 3500214 (Non formal education); (iv) 3500223 (Teacher record office); (v) 3500233 (Special Education); (vi) 3500263 (Teacher Pension facilities); (vii) 3501053 (School Capacity Building (Soft skills)); (viii) 3501054 (Community school Capacity Building); (ix) 3501213 and 3501214 (SSRP Center); and (x) 3508033 and 3508034 (SSRP Districts).

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


8. “DLI” means any one of the disbursement linked indicators set out in the table in Schedule 4 to this Agreement; and “DLIs” means, collectively, all such DLIs; as the said DLIs may be modified with the written agreement of the Bank.

9. “DLI Expenditures” means the Eligible Expenditures as defined in the Standard Conditions and includes the reasonable cost of: (i) goods, works, consultants’ services, and non-consulting services; (ii) Operating Costs related to the implementation of the Project; (iii) Training and Workshop; (iv) salaries and benefits of the Recipient’s civil servants and teachers; (v) Subproject Grants


(including scholarships to students and grants to schools approved and paid in accordance with the requirements of the Program Implementation Guidelines); all incurred by the Recipient during Fiscal Years 2016/17 and 2017/18 and prior to the Closing Date set forth in Section IV.C (b) of Schedule 2 to this Agreement under the Budget Codes (provided that said codes continue to be applicable to the Post-2016 SSR Program) or any other budget code(s) for the Post-2016 SSR Program as the World Bank shall agree in writing.

10. “DLI Period” means the period specified in Schedule 4 to this Agreement, during which each DLI Target is set to be achieved.

11. “DLI Target” means the target specified in Schedule 4 to this Agreement set to be achieved by the MOE/DOE during the respective DLI Period.

12. “DLI Value” means the amount of the Grant allocated to each DLI in the “Allocated Amount” row in the table in Schedule 4 to this Agreement.

13. “DLI Verification Agent” means the independent agent to be appointed by the Recipient in accordance with Section I.B.3 of Schedule 2 to this Agreement to verify the achievement of selected DLIs as specified in Schedule 4 to this Agreement and the DLI Verification Protocol.

14. “DLI Verification Protocol” means the Recipient’s protocol dated October 30, 2015 referred to in Section I.B.2 of Schedule 2 to this Agreement, containing the technical standards and procedures for assessing the achievement of DLIs.

15. “DOE” means the Department of Education within MOE, or any successor thereto.

16. “EFA Program” means the Recipient’s Education for All Program acceptable to the World Bank and referred to in the Development Credit Agreement for the Education for All Project between the Recipient and the World Bank dated August 12, 2004, as amended to the date of this Agreement (Credit No. 3956-NP).

17. “Eligible Expenditures under the AWPB for Fiscal Year 2015/16” means the Eligible Expenditures as defined in the Standards Conditions and includes the reasonable cost of: (i) goods, works, consultants’ services, and non-consulting services; (ii) Operating Costs related to the implementation of the Project; (iii) Training and Workshop; (iv) salaries and benefits of the Recipient’s civil servants and teachers; (v) Subproject Grants (including scholarships to students and grants to schools approved and paid in accordance with the requirements of the Program Implementation Guidelines); all incurred by the Recipient during Fiscal Year 2015/16 and prior to the Closing Date set forth in Section IV.C (a) of Schedule 2 to this Agreement under the Budget Codes.

18. “EMIS” means educational management information system.
19. "Environmental Management Framework" or the acronym "EMF" means the environmental management framework for the Project dated May 2009 and approved by the World Bank, setting out, *inter alia*, policies and procedures for the assessment, screening, and management of environmental impacts of activities to be carried out under the SSR Program (including the Project and the Subprojects), as the same may be amended from time to time with the agreement of the World Bank.

20. "Equity Index" means a tool to be developed by MOE to measure, at the district level, the average rate and distribution of schooling opportunity (for primary and secondary aged children).

21. "Financing Agreement" means the financing agreement for a School Sector Reform Program between the Recipient and the Association, dated July 8, 2013 as amended to the date of this Agreement (Credit No. 5250-NP and Grant No. H846-NP).

22. "Fiscal Year" means the twelve (12) month period corresponding to any of the Recipient's fiscal years, which period commences and ends in mid-July of each calendar year.

23. "Governance and Accountability Action Plan" means the action plan acceptable to the World Bank dated November 27, 2009, as updated on July 16, 2015, setting out, *inter alia*, policies and procedures for addressing and mitigating fiduciary risks and other programmatic risks under the Project, as the same may be amended from time to time with the written agreement of the World Bank.

24. "Joint Financing Arrangement" or the acronym "JFA" means the arrangement entered into in August 2009, as amended on November 9, 2014, by the Recipient and the Pooling Donors for the 2009-2016 SSR Program and any other such arrangement to be entered into by the Recipient and the Pooling Donors for the Post-2016 SSR Program, providing for common procedures on monitoring, procurement, financial management, disbursement, cooperation, and exchange of information.

25. "Land Acquisition Framework" means the Framework for Land Acquisition through Voluntary Donations or Willing Buyer/Willing Seller Processes for the Project dated July 2009 and approved by the World Bank, setting out, *inter alia*, policies and procedures for land acquisition to be carried out under the Project (including Subprojects), as the same may be amended from time to time with the agreement of the World Bank.

26. "LEG" means Local Education Group, the stakeholder group responsible for reviewing and providing strategic guidance to the 2009-2016 SSR Program, and including representatives of, among others, the Recipient, development partners,
inter-governmental, non-governmental, and civil society organizations, as the same, with composition and terms of reference acceptable to the World Bank, may continue to carry out said responsibilities under the Post-2016 SSR Program.

27. “MOE” means the Recipient’s Ministry of Education, or any successor thereto.


29. “Operating Costs” means Project-related incremental operating costs incurred on account of implementation, management and monitoring, dissemination of Project-related information, including office equipment, equipment maintenance and repair, consumables, maintenance and repair of vehicles, vehicle rental/leasing, travel, including travel to Project sites, communication, commercial bank charges, and advertising.

30. “Original Project” means the Project described in Schedule 1 to the Financing Agreement.

31. “Pooling Donors” means the Association and any other national or international agencies or organizations which have joined (and may join) the Joint Financing Arrangement in accordance with its terms, in order to pool their funds for the financing of the SSR Program.

32. “Post-2016 SSR Program” means the program in the school sector to be adopted by the Recipient as a successor to the 2009-2016 SSR Program.


34. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 30, 2015 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.

35. “Program Implementation Guidelines” means the guidelines prepared in 2007 for the EFA Program, which shall also be used for this Project, setting out, inter alia, details of principles, procedures, criteria, guidelines and timetables required for the implementation of the Project, including the administrative, operational, procurement, financial management, monitoring and evaluation, and project and financial reporting arrangements, as the same may be amended from time to time with the prior written agreement of the World Bank.

37. "Results Framework" means the Recipient’s framework dated October 30, 2015, and agreed with the World Bank, setting forth the indicators and targets for purposes of monitoring and evaluation of the progress of the Project, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such framework.

38. “Safeguards Instruments” means, collectively, the Vulnerable Community Development Framework, the Environmental Management Framework, and the Land Acquisition Framework, and any reports, assessments, plans, and any other documents (to be) prepared, disclosed and implemented thereunder.

39. “School Leaving Certificate” and the acronym “SLC” mean the final examination in the Recipient’s secondary school systems.


41. “Subproject” means a set of activities to be undertaken by a Beneficiary under the Project with the proceeds of a Subproject Grant.

42. “Subproject Grant” means a grant or scholarship to be provided by the Recipient to a Beneficiary under the Project to finance the costs of a Subproject.

43. “Subproject Grant Agreement” means an agreement for a Subproject Grant to be entered into between the Recipient and a Beneficiary (other than a community school) pursuant to Section I.A.5 of Schedule 2 to this Agreement.

44. “SSR Program” means, collectively, the 2009-2016 SSR Program and the Post-2016 SSR Program.

45. “Training and Workshop” means reasonable and necessary costs of training related to the implementation of the Project, including the fees owed to educational and other institutions that provide training, costs related to attendance and organization of conferences, seminars, study tours and workshops, and the trainees’ cost of travel, boarding, lodging and per diem allowances.

46. “Vulnerable Community Development Framework” or “VCDF” means the framework for the Project dated July 2009 and approved by the World Bank, setting out, inter alia, policies, strategies and actions designed to maximize the benefits accruing to vulnerable people under the Project (including Subprojects), as the same may be amended from time to time with the agreement of the World Bank.

47. “2009-2016 SSR Program” means the Recipient’s School Sector Reform Program (2009-2016) described in: (i) the MOE (2007) School Sector Reform Program

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. The definition of “Grant Account” in paragraph 13 of the Appendix to the Standard Conditions is hereby deleted in its entirety and replaced as follows:

   “13. “Grant Account” means: (a) the account for Portion A of the Grant TF0A0843-NP; (b) the account for Portion B of the Grant TF0A0779-NP; and (c) the account for Portion C of the Grant TF0A0915-NP; all opened by the World Bank in its books in the name of the Recipient and to which the respective portions of the Grant are credited in accordance with Section 3.01 (a).”