Global Partnership for Education Fund
Grant Agreement

(Support to Quality Education Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
(acting as Supervising Entity for the Global Partnership for Education Fund)

Dated July 19, 2014
GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT

AGREEMENT dated July 19, 2014, entered into between:

REPUBLIC OF NIGER ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as Supervising Entity for the Global Partnership for Education Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions 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 described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the Ministry of Primary Education ("MEP") and the Ministry of Secondary Education ("MES") 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 eighty four million two hundred thousand Dollars ($84,200,000) ("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 Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(i) The Co-financing Agreement has failed to become effective by the Co-financing Deadline; provided, however, that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

(ii) The right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; provided, however, that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation, termination or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient’s obligations under this Agreement.

**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 conditions specified below have been satisfied:

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
(b) The MoU has been executed and delivered by all parties, in form and substance acceptable to the World Bank.

(c) The Project's Steering Committee has been established in accordance with Section I.A.1 of Schedule 2 to this Agreement.

(d) The Recipient, through MEP and MES, has adopted the Project Manuals in form and substance acceptable to the World Bank.

(e) The Recipient, through MEP, has: (i) recruited a Project coordinator for the MEP activities; and (ii) recruited a Project financial management specialist, and a procurement specialist for the MEP short-term fiduciary team (the MEP Fiduciary Team), in accordance with Section I.A.2(a) of Schedule 2 to this Agreement and the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011" ("Consultant Guidelines").

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 or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, executed and delivered on behalf of, and is legally binding upon, the Recipient, 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. 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 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 Recipient's Minister responsible for planning.

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

Ministère du Plan, de l'Aménagement du Territoire et du Développement Communautaire
B.P. 862
Niamey
Republic of Niger

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

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

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Niamey, Republic of Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By

[Signature]

Authorized Representative

Name: Amadou Boubacar Cissé

Title: Minister of State, Minister of Planning, Land Management and Community Development

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

(acting as Supervising Entity for the Global Partnership for Education Fund)

By

[Signature]

Authorized Representative

Name: Nestor Coffi

Title: Country Manager for Niger
SCHEDULE 1

Project Description

The objective of the Project is to improve access to schooling, retention of students in school, and the quality of the teaching and learning environment at the basic education level, in the Recipient’s territory.

The Project consists of the following parts:

Part 1. Expanding equitable access to schooling and retention of students in school

1.1. Improving education infrastructure:

(a) (i) of primary education; and (ii) of lower secondary education, in each case through the construction and equipment of schools, including latrines, in selected areas; and

(b) strengthening the Recipient’s capacity for supervision of school construction works.

1.2. Improving girls’ access:

(a) to primary education in targeted areas, through: (i) the organization of information campaigns to sensitize and increase awareness of the population on the benefits of girls’ education; (ii) the organization of Training for mothers of young and adolescent girls; (iii) the design and carrying out of tutoring programs for poorly performing students in selected schools in targeted areas, with the aim of improving retention rates and reducing dropouts; (iv) the provision of non-monetary awards (“prix d’encouragement”) to promising students at the regional level through “girls’ graduation ceremonies”; and

(b) to lower secondary education, through: (i) the organization of information campaigns to sensitize and increase awareness of the population on the benefits of girls’ education; (ii) the provision of Education Grants to Eligible Girl Students to promote retention in lower secondary school; and (iii) support the impact evaluation of some of these interventions.

1.3. Improving school feeding and student health in primary education, through: (i) the extension of school feeding programs (canteens) in areas suffering from acute food shortage and/or prone to natural disasters or with consequences arising from certain crises (conflicts); (ii) the support to school health and hygiene activities; and (iii) the organization of Training for teachers and school administrative staff
on health, hygiene, nutrition-related issues, and on the development of a nutrition policy at the school level.

**Part 2. Improving the quality of teaching and learning**

2.1. Supporting the provision of pedagogical inputs:

(a) for primary education, through: (i) the re-printing or acquisition of textbooks and teacher's guides; (ii) the provision of selected pedagogical materials; (iii) supporting a curriculum and textbook review; and (iv) printing of materials for the early grade reading interventions developed under Part 2.2(a)(iv) of the Project; and

(b) for lower secondary education, through: (i) the re-printing or acquisition of textbooks and teacher's guides; and (ii) the provision of selected pedagogical materials.

2.2. Increasing the initial and continuous teacher Training:

(a) in primary education, through: (i) the construction and equipment of teacher training schools in Targeted Areas; (ii) the training of trainers in selected training institutions; (iii) the provision of in-service Training for contractual teachers; (iv) the development or adaptation of training modules and teacher guides for trainers and teachers on early grade reading; and (v) studies on teacher competencies, teacher training, and teacher management; and

(b) in lower secondary education, through the provision of Training for contractual teachers.

2.3. Improving the learning outcomes of primary education, through: (i) the improvement of the students' learning assessment system; and (ii) the development, piloting and implementation of reading improvement tools in grades 1, 2 and 3.

**Part 3. Strengthening Management Capacity**

3.1. Enhancing the capacity:

(a) of MEP through: (i) the provision of technical assistance for strengthening the institutional capacity; (ii) the development and implementation of a professional development program for relevant MEP personnel; (iii) the development and application of a human resource management and ministry development strategy; and (iv) upgrading and rehabilitating selected MEP offices and equipment; and
of MES, through: (i) the organizational review of MES and the improvement of its capacity to carry out its activities; and (ii) the provision of equipment.

3.2. Strengthening central and decentralized education system management:

(a) of primary education, through supporting: (i) education sector planning and management; (ii) planning and management at the school level, including Training; (iii) school financing, including through supporting an institutional framework for School Improvement Grants (SIGs); and (iv) provision of SIGs to selected Eligible Schools; (v) the Education Management Information System (EMIS), including data collection and school surveys; and (vi) studies related to education system planning, management, and financing;

(b) of lower secondary education, through supporting: (i) education sector planning and management (including studies); (ii) planning and management at the school level, including CGDES Training; and (iii) the Education Management Information System (EMIS), including data collection and school surveys.

3.3. Supporting the Project management and coordination, through provision of consultants’ services, goods, Operating Costs and Training, including for:

(a) with respect to MEP, for: (i) the meetings of the Steering Committee and the annual sector reviews; (ii) conducting technical and financial audits; (iii) the recruitment, if needed, of Project staff, including for project coordination, finance, and procurement; and (iv) organizing and conducting Training of stakeholders involved in implementation of the Project, including on procurement and monitoring and evaluation; and

(b) with respect to MES, for: (i) conducting technical and financial audits; (ii) the recruitment, if needed, of Project staff, including for project coordination, finance, and procurement; and (iii) organizing and conducting Training of stakeholders involved in implementation of the Project, including on procurement and monitoring and evaluation.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

The Recipient shall maintain the following institutional arrangements, further described in the Project Implementation Manual, throughout the implementation of the Project:

1. (a) The Recipient shall maintain a Steering Committee with composition and terms of reference satisfactory to the World Bank.

   (b) Without limitation to the generality of the foregoing provision of paragraph (a) immediately above, the Steering Committee shall:
   (i) provide Project’s oversight, strategic guidance to the Project’s implementation and ensure coordination with other existing or proposed overlapping activities and programs;
   (ii) oversee Project implementation and approve Annual Action Plans and Budgets;
   (iii) review and approve Project progress reports; and
   (iv) assess Project achievements.

2. (a) The Recipient shall maintain two Fiduciary Teams, one within MEP and one within MES, to be responsible, respectively, for the fiduciary aspects of Project activities in their respective ministry until an Implementation Support Agency will be recruited.

   (b) No later than two (2) months after the Effective Date, the MES shall recruit a financial management specialist and a procurement specialist for the MES Fiduciary Team, each on the basis of terms of reference, qualification and experience satisfactory to the World Bank and in accordance with the provisions of Section III to this Schedule.

3. The Recipient shall:

   (a) maintain, during the Project implementation, a Project coordinator for MEP activities, to carry out the day-to-day project coordination and administration and facilitate communication and articulation between the various participants in the implementation of the MEP Project activities, on the basis of terms of reference, qualification and experience satisfactory to the World Bank and in accordance with the provisions of Section III to this Schedule; and
(b) recruit or appoint no later than two (2) months after the Effective Date and thereafter maintain, during the Project implementation, a Project coordinator for MES activities, to carry out the day-to-day project coordination and administration and facilitate communication and articulation between the various participants in the implementation of the MES Project activities, on the basis of terms of reference, qualification and experience satisfactory to the World Bank.

4. The Recipient shall recruit, not later than four (4) months after the Effective Date, and thereafter maintain, an Implementation Support Agency to provide longer term support to project implementation, including fiduciary aspects and capacity building under the leadership of the MEP and the MES.

5. (a) At the regional level, the Recipient shall: (i) coordinate the MEP Project activities through the regional directorates of MEP and regional Project teams under the leadership of the Regional Director; (ii) appoint, not later than one (1) month after the Effective Date, within the regional Project team: (A) the girls' education focal point; and (B) the CGDES focal point; and (iii) appoint or recruit within the regional Project team, when it is needed for the Project and as agreed with the World Bank, not later than three (3) months after the Effective Date: (A) one accountant; (B) one procurement officer; and (C) one civil works specialist, all under terms of reference satisfactory to the World Bank, each being selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank.

(b) At the regional level, the Recipient shall coordinate the MES Project activities in a manner acceptable to the World Bank and described in the Project Implementation Manual.

6. At local level, the implementation of the activities under Parts 1.2(b)(ii) and 3.2(a)(iv) of the Project shall be overseen by the relevant CGDES or Parent Associations in case the CGDESs are not functional.

7. (a) The Recipient shall established not later than one (1) month after Effective Date and maintain afterwards, during Project implementation, two Coordination Committees, within the MEP and the MES, respectively, each with composition and terms of reference satisfactory to the World Bank.

(b) Without limitation to the generality of the foregoing provision of paragraph (a) immediately above: (A) the MEP Coordination Committee shall serve as the Project's technical secretariat in relation to the Steering Committee; and (B) the two Coordination Committees working together
shall be responsible, *inter alia*, to: (i) ensure consolidation of the different work plans into an Annual Action Plans and Budgets to be submitted for the approval of the Steering Committee; (ii) ensure the Annual Action Plans and Budgets’ consistency with the PSEF; (iii) validate the terms of reference for studies, consultancies, ensuring their compliance with the objectives of the Project; and (iv) oversee implementation of the Annual Action Plans and Budgets, monitoring compliance with the planned, programmed and implemented activities.

**B. Anti-Corruption**

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

**C. Other Contractual and Regulatory Arrangements**

**1. Delegated Contracting Agreements**

(a) To facilitate the carrying out selected activities under Part 1.1(a)(i) and (ii) of the Project, the Recipient, through MEP or MES, as the case may be, shall enter into agreements with delegated contracting agencies (each a “Delegated Contracting Agency”), selected on the basis of terms of reference, qualification and experience satisfactory to the World Bank and in accordance with the provisions of Section III of this Schedule, on the basis of a model agreement attached to the Project Implementation Manual and under terms and conditions satisfactory to the World Bank (“Delegated Contracting Agreement”).

(b) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank, which shall include the following:

A. The Recipient shall have the right to suspend or terminate the right of the Delegated Contracting Agency to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant, then withdrawn, upon the Delegated Contracting Agency’s failure to perform any of its obligations under the Delegated Contracting Agreement; and

B. Each Delegated Contracting Agency shall be required to: (1) carry out or cause its Part of the Project to be carried out, with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with: (a) the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (b) the Safeguard Documents; and (c) the Project Manuals; (2) provide, promptly as needed, the resources required for the purpose; (3) procure the goods, works and services to be
financed out of the Grant in accordance with the provisions of this Agreement; (4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of its Part of the Project and the achievement of the Project objective; (5) (a) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to its Part of the Project; and (b) at the Recipient's or the World Bank's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (6) enable the Recipient and the World Bank to inspect its Part of the Project, its operation and any relevant records and documents; and (7) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

(c) The Recipient shall exercise its rights under the Delegated Contracting Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of this Agreement, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. Education Grants and School Improvement Grants

(a) (i) For the implementation of the activities under Part 1.2(b)(ii) of the Project, the Recipient shall extend Education Grants for accommodation, in the case of rural girls living away from home while attending school, needed school supplies, and other out-of-pocket expenses associated with attending school, through selected CGDES, to Eligible Beneficiaries in accordance with eligibility criteria, terms and conditions and procedures acceptable to the World Bank and further described in the Project Manuals, the Education Grant Regulations and the Safeguard Documents.

(ii) The Recipient shall extend the Education Grants subject to independent technical audits assessing the eligibility, efficiency and effectiveness of fund use, appropriateness of their allocation and compliance with the Education Grant Regulations. The technical audits shall be conducted each semester in accordance with terms of reference agreed with the World Bank.
(iii) The Recipient shall ensure that no later than six (6) months after the Effective Date, the MES has recruited, in accordance with the provisions of Section III of this Schedule and on the basis of terms of reference acceptable to the World Bank, auditors for the technical audit required for Part 1.2(b)(ii) of the Project.

(b) For the implementation of the activities under Part 3.2(a)(iv) of the Project, the Recipient shall extend School Improvement Grants to finance the implementation of the school action plans prepared jointly by parents, teachers, and inspectors, through selected CGDES, to Eligible Beneficiaries in accordance with eligibility criteria, terms and conditions and procedures acceptable to the World Bank and further described in the Project Manuals, the School Improvement Grant Regulations and the Safeguard Documents.

(c) The Recipient shall ensure that the respective CGDES shall: (i) open and thereafter maintain for the duration of the Project a separate account (each a "Payment Account") for the exclusive purpose of depositing funds for payments to be made in accordance with the Education Grant Regulations or the School Improvement Grant Regulations, as the case may be; (ii) deposit funds in said Payment Account in accordance with the provisions of the Education Grant Regulations or the School Improvement Grant Regulations, as the case may be. The Payment Account shall be opened in a financial institution acceptable to the World Bank, with terms and conditions satisfactory to the World Bank including, inter alia, a waiver of any rights said financial institution may have to set off any amount deposited in the Payment Account with any other debt; (iii) disburse funds from the Payment Account for payments in accordance with the provisions of the Education Grant Regulations or the School Improvement Grant Regulations, as the case may be; (iv) ensure that all amounts deposited in the Payment Account are used exclusively to make payments to Eligible Beneficiaries in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the Project Manuals, the Education Grant Regulations or the School Improvement Grant Regulations, as the case may be, and in compliance with the Anti-corruption Guidelines; (v) promptly refund to the Recipient for further refund to, among others, the World Bank any proceeds from the Payment Account not used in accordance with the provisions of the Education Grant Regulations or the School Improvement Grant Regulations, as the case may be, or otherwise utilized in a manner inconsistent with the provisions of this Agreement; (vi) keep records and accounts of the expenditures incurred in the payments to Eligible Beneficiaries; (vii) promptly inform the Recipient of any condition which interferes or threatens to interfere with the payments to Eligible Beneficiaries and the achievement of the objective of the Project; (viii) enable the Recipient and the World Bank to inspect its operations, including the payments made, the Payment Account, and any relevant records and documents; (ix) if the World Bank or the Recipient so requests, open access to its records and accounts of expenditures to any auditor that the Recipient shall
have recruited, on the basis terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with the provisions of Section III of Schedule 2 to this Agreement, for the carrying out of the audit of said records and accounts of expenditures.

3. **Education Grant Regulations and School Improvement Grant Regulations**

   (a) No later than three (3) months after the Effective Date, the Recipient shall adopt regulations in form and substance satisfactory to the World Bank readily applicable to each School Improvement Grant (the "School Improvement Grant Regulations") and regulations in form and substance satisfactory to the World Bank readily applicable to each Education Grant (the "Education Grant Regulations").

   (b) In particular, each Eligible Beneficiary receiving a School Improvement Grant or an Education Grant shall conform to the School Improvement Grant Regulations or the Education Grant Regulations, as the case may be, which shall provide, *inter alia*, that each Eligible Beneficiary shall:

   (i) use its School Improvement Grant or its Education Grant with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient;

   (ii) procure the goods, works and services to be financed out of the School Improvement Grant or the Education Grant in accordance with the provisions of this Agreement;

   (iii) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures financed from the funds of the School Improvement Grant or the Education Grant; and (ii) at the Recipient's or the World Bank's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, promptly furnish the statements as so audited to the Recipient and the World Bank, and allow the World Bank to make all financial statements audited immediately above available to the public in accordance with the World Bank's policies on access to information;

   (iv) enable the Recipient and the World Bank to inspect the Eligible Beneficiary, its operation and any relevant records and documents;
(v) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing; and

(vi) have its right to further use the proceeds of the School Improvement Grant or the Education Grant suspended or terminated, or have the obligation to refund all or any part of the amount of the School Improvement Grant or Education Grant then withdrawn, upon the Eligible Beneficiary's failure to perform any of its obligations under the School Improvement Grant Regulations or the Education Grant Regulations, as the case may be.

D. Project Manuals

1. (a) The Recipient shall carry out the Project in accordance with the Project Manuals; and (b) except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Manuals, or any provision thereof, without having first obtained the prior written approval of the World Bank.

2. In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

E. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents.

2. In particular, the Recipient shall ensure that:

(a) for each activity under the Project of a type for which the ESMF provides that ESA and ESMP must be prepared, such ESA and ESMP, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed and consulted on, before the implementation of such activity, in accordance with the provisions of the ESMF, and that the relevant activity is implemented in accordance with its ESMP and ESA;

(b) for each activity under the Project of a type for which the RPF provides that a RAP should be prepared, such RAP, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the RPF, and the relevant activity is implemented in accordance with its RAP.

3. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements or
the World Bank, the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

5. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

F. **Annual Action Plans and Budgets**

1. Each year the Recipient shall prepare and submit to the Steering Committee and then to the World Bank for approval, a draft annual work plan (including Training and Operating Costs), and budget (including related cash forecasts) for the Project (including both the MEP Project activities and the MES Project activities), for each subsequent year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall furnish to the World Bank, as soon as available, but in any case not later than November 30 of each year, the annual action plans and budgets, for their review and approval; except for the annual action plan and budget for the Project for the first year of Project implementation which shall be furnished no later than one (1) month after the Effective Date. Only the activities included in an annual action plan and budget expressly approved by the World Bank (each an “Annual Action Plans and Budgets”) are eligible to a financing from the proceeds of the Grant.

3. Training shall be carried out on the basis of Annual Action Plans and Budgets, which shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Action Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior approval.
G. 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 Donors to visit any part of the Recipient’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. 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 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.

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.

3. No later than twenty (20) months after the Effective Date, or at any other date agreed with the World Bank, the Recipient shall, in conjunction with the World Bank, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project. The Recipient shall prepare and furnish to the World Bank not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the World Bank to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.
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 the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such 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 ensure that:

(i) no later than three (3) months after the Effective Date, the MEP has purchased a “multi-projects” and “multi-sites” accounting software acceptable to the World Bank; and

(ii) no later than four (4) months after the Effective Date, the MEP has recruited in accordance with the provisions of Section III of this Schedule an independent external auditor for the purpose of carrying out the audit referred to in paragraph 3 above, under terms of reference, and with qualifications and experience satisfactory to the World Bank.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting-services and 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:

Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared by the Recipient for the Project and initially approved by the World Bank on June 5, 2014, and further updated from time to time by the Recipient in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. 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) Limited International Bidding; (b) National Competitive Bidding, subject to the additional procedures set forth in paragraph 3 below and to the use of bidding documents acceptable to the World Bank; (c) Shopping; (d) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (e) Direct Contracting; (f) Procurement from UN Agency; (g) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; and (h) Community Participation procedures which have been found acceptable by the World Bank.

3. Requirements for the National Competitive Bidding

(a) In accordance with paragraph 1.16 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Grant shall provide that: (a) the bidders, suppliers, contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the World Bank, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have said accounts and records audited
by auditors appointed by the World Bank; and (b) the deliberate and material violation of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a)(v) of the Procurement Guidelines:

(b) Invitations to bid shall be advertised in national newspapers with wide circulation.

(c) The bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents.

(d) Bidders shall be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later.

(e) Eligible bidders, including foreign bidders, shall be allowed to participate.

(f) No domestic preference shall be given to domestic contractors and to domestically manufactured goods.

(g) Bids are awarded to the lowest evaluated bidder proven this bidder is qualified.

(h) Fees charged for the bidding documents shall be reasonable and reflect only the cost of their printing and delivery to prospective bidders, and shall not be so high as to discourage qualified bidders.

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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of UN Agency; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Selection of Individual Consultants; and (j) 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.

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 the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consultants’ services, Training and Operating Costs under the following Parts of the Project: 1.1(b), 1.2(a), 1.3, 2.1(a), 2.2(a), 2.3, 3.1(a), 3.2(a) (but excluding Part 3.2(a)(iv)) and 3.3(a)</td>
<td>39,700,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, and consultants’ services, Training and Operating Costs under the following Parts of the Project: 1.2(b) (but excluding Part 1.2(b)(ii)), 2.1(b), 2.2(b), 3.1(b), 3.2(b) and 3.3(b)</td>
<td>6,900,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td>(3) Works, goods, non-consulting services and consultants’ services under Part 1.1(a)(i) of the Project</td>
<td>25,400,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td>(4) Works, goods, non-consulting services and consultants’ services under Part 1.1(a)(ii) of the Project</td>
<td>9,200,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td>(5) School Improvement Grants under Part 3.2(a)(iv) of the Project</td>
<td>2,000,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td>(6) Education Grants under Part 1.2(b)(ii) of the Project</td>
<td>1,000,000</td>
<td>100% in the first Fiscal Year, and after that, such percentage of the Annual Action Plans and Budgets expenditures as the World Bank may determine for each Fiscal Year</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>84,200,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

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

(a) for payments made prior to the date of this Agreement;

(b) under Category (2) until the World Bank has received documentary evidence in form and substance satisfactory to the World Bank, establishing that MES has recruited a MES Project coordinator in accordance with the provisions of Section I.A.3(a)(ii) of Schedule 2 to this Agreement as well as a financial management specialist and a procurement specialist in accordance with the provisions of Section I.A.2(b) of Schedule 2 to this Agreement;

(c) under Category (4) until the World Bank has received documentary evidence in form and substance satisfactory to the World Bank, establishing that the Recipient has entered into a Delegated Contracting Agreement in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement;

(d) under Category (5) until the World Bank has received documentary evidence in form and substance satisfactory to the World Bank, establishing that the Recipient, through MEP, has prepared and adopted the School Improvement Grant Regulations, in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

(e) under Category (6) until the World Bank has received documentary evidence in form and substance satisfactory to the World Bank, establishing that the Recipient, through MES, has prepared and adopted the Education Grant Regulations, in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is September 30, 2018.
APPENDIX

1. “AFD” means Agence Francaise de Developpement.

2. “Affected 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; “Affected Persons” means all such persons.

3. “Annual Action Plans and Budgets” means the annual action plans and budgets (including related cash forecasts) for the implementation of the Project approved by the World Bank, referred to in Section I.F of Schedule 2 to this Agreement.


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

7. “CGDES” means Comité de Gestion Décentralisée d’Etablissement Scolaire (Decentralized School Management Committee).

8. “Co-financier” means AFD.

9. “Co-financing” means an amount equivalent to Euro twelve million (EUR12,000,000), to be provided by the Co-financier to assist in financing the Project.

10. “Co-financing Agreement” means the agreements to be entered between the Recipient and the Co-financier providing for the Co-financing.

11. “Co-financing Deadline” means October 1, 2015, or such later date as the World Bank has established by notice to the Recipient.

12. “Coordination Committee” means one of the Recipient’s committees to be established pursuant to Section I.A.7(a) of Schedule 2 to this Agreement, within the MEP and the MES, respectively, that includes, inter alia: the secretary
general, the director of planning, representative of DRFM, director of public procurement, director of statistics, the Project Coordinator for the relevant ministry, directors of key implementing units of the relevant ministry, and other representatives as the Recipient may determine.

13. "Delegated Contracting Agreement" means any of the agreements referred to in Section I.C.1 of Schedule 2 to this Agreement.

14. "Delegated Contracting Agency" means an entity selected and contracted by the Recipient in accordance with Section I.C.1(a) of Schedule 2 to this Agreement.

15. "Education Grant" means a grant to be extended by the Recipient to Eligible Girl Student in accordance with Section I.C.2 (a) and (c) of Schedule 2 to this Agreement, to pay for accommodation, in the case of rural girls living away from home while attending school, needed school supplies, and other out-of-pocket expenses associated with attending school.

16. "Education Grant Regulations" means collectively, the series of regulations directly applicable to Education Grants to be adopted by the Recipient in accordance with the provisions of Section I.C.3(a) of Schedule 2 to this Agreement.

17. "Eligible Beneficiary" means an Eligible Girl Student receiving Education Grant under Part 1.2(b)(ii) of the Project, or an Eligible School under Part 3.2(a)(iv) of the Project, as the case may be.

18. "Eligible Girl Student" means a girl student which meets the targeting and eligibility criteria detailed in the Project Manuals, and as such is eligible to receive an Education Grant.

19. "Eligible School" means a school which meets the targeting and eligibility criteria detailed in the Project Manuals and which, as such, is eligible to receive a School Improvement Grant.

20. "Environmental and Social Assessment" or "ESA" means each Recipient's document prepared and disclosed in accordance with the Environmental and Social Management Framework and Bank Policies with respect to an activity included in an Annual Work Plans and Budgets, that describes inter alia: the environmental and social impact of the activity, and the accompanying measures to prevent, mitigate or compensate for the negative impact and optimize the positive impact of the activity.

21. "Environmental and Social Management Framework" or "ESMF" means the Recipient's document dated October 1, 2013, as maybe amended from time to time subject to prior written consent from World Bank and compliance with
applicable Bank Policies, outlining, inter alia: (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.

22. “Environmental and Social Management Plan” or “ESMP” means each Recipient’s document prepared and disclosed in accordance with the Environmental and Social Management Framework and Bank Policies with respect to an activity included in an Annual Work Plans and Budgets, that describes inter alia: (i) the measures to be taken during the implementation and operation of such activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (ii) the actions needed to implement these measures.

23. “Fiduciary Team” means one of the teams established pursuant to Section I.A.2 of Schedule 2 to this Agreement.

24. “Fiscal Year” means the Recipient’s fiscal year beginning on January 1 and ending on December 31 of the same calendar year.

25. “Implementation Support Agency” means the agency to be selected and contracted by the Recipient in accordance with the provisions of Section I.A.4 of Schedule 2 to this Agreement.


27. “MES” means the Recipient’s Ministère des Enseignements Secondaires (Ministry of Secondary Education) or any successor thereto.

28. “MoU” means the Memorandum of Understanding between the Recipient, the World Bank and the AFD (herein defined) for co-financed activities under the Project.

29. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient, based on Annual Action Plans and Budgets, on account of Project implementation, management, and monitoring and evaluation, including the costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses and publications in the newspapers, travel, per diem and supervision (including those incurred by members of the Recipient’s civil service), and salaries of contractual and
temporary staff (but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service).

30. “Parent Association” means an association of parents of school students, legally established in accordance with the Recipient’s applicable laws on the Recipient’s territory.

31. “Payment Account” means one of the segregated accounts opened by CGDES in accordance with the provisions of Section I.C.2 (c) of Schedule 2 to this Agreement.

32. “Project Administrative, Accounting and Financial Manual of Procedures” means the Recipient’s manual adopted for the Project in accordance with Section 5.01(c) of this Agreement, containing guidelines on the administration, financing management and accounting for the Project.

33. “Project Implementation Manual” means the Recipient’s manual adopted for the Project in accordance with Section 5.01(c) of this Agreement, containing guidelines on the overall organization and implementation arrangement for the Project.


35. “PSEF” means the Recipient’s education and training sector program (Programme Sectoriel de l’Éducation et de la Formation), endorsed by the Recipient’s technical and financial partners on July 19, 2013, as may be amended from time to time in a manner acceptable to the Recipient’s technical and financial partners.

36. “Resettlement Action Plan” or “RAP” means the Recipient’s document prepared and disclosed in accordance with the Resettlement Policy Framework and the Bank Policies with respect to an activity included in an Annual Work Plan and Budget, which, inter alia: (i) contains the findings of a census survey of Affected Persons and valuation of their assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with potentially Affected Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.

37. “Resettlement Policy Framework” or “RPF” means the Recipient’s document dated October 1, 2013, as may be amended from time to time subject to prior written consent from World Bank and compliance with Bank Policies, containing guidelines, procedures, timetables and other specifications for inter alia the
provision of compensation, rehabilitation and resettlement assistance to Affected Persons.

38. "Safeguard Documents" means, collectively, the Environmental and Social Management Framework, the Resettlement Policy Framework, as well as the Environmental and Social Management Plans, Environmental and Social Assessment and Resettlement Action Plans prepared for specific activities carried out under the Project, if any.

39. "School Improvement Grant" or "SIG" means the grant to be extended by the Recipient to Eligible School in accordance with Section I.C.2 (a) and (c) of Schedule 2 to this Agreement, to finance the implementation of the school action plans.

40. "School Improvement Grant Regulations" means collectively, the series of regulations directly applicable to School Improvement Grants to be adopted by the Recipient in accordance with the provisions of Section I.C.3(a) of Schedule 2 to this Agreement.


42. "Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement that includes, inter alia, representatives of the Recipient's ministries responsible for planning; primary education; secondary education; and the lead donor in the education sector (it being understood that such representative may participate as an observer only if its rules does not allow it to be a full-fledged member).

43. "Targeted Areas" means, collectively, Tessaoua (Region of Maradi), Doutchi (Region of Dosso), and Magaria (Region of Zinder) for the activities included in Part 2.2(a)(i) of the Project, as well as any other area proposed by the Recipient for the purpose of the Project or part of the Project, which the World Bank has confirmed in writing is acceptable to the World Bank.

44. "Training" means the reasonable cost of training under the Project, based on Annual Action Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

45. "UN" means United Nations.