Global Partnership for Education Fund
Grant Agreement

(Basic Education Recovery Project)

between

REPUBLIC OF THE SUDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as Administrator of the Global Partnership for Education Fund

Dated April 11, 2013
GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT

AGREEMENT dated April 1, 2013, entered into between
REPUBLIC OF THE SUDAN ("Recipient") and INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an
administrator of the Global Partnership for Education Fund ("GPEF").

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"), 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 Education 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 seventy six million five hundred thousand United States Dollars (USD 76,500,000) ("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

Effectiveness; Termination

4.01. 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 Recipient has adopted the Operations Manual in form and substance satisfactory to the World Bank.

(b) The Project Implementation Unit has been duly established and the key staff namely the Project manager, financial manager, procurement officer and civil works engineer, all with qualifications and terms of reference satisfactory to the World Bank, have been duly recruited.

4.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("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.
4.03. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article V**

**Recipient's Representative; Addresses**

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the minister responsible for finance.

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

   Ministry of Finance and National Economy  
   Government of the Sudan  
   Khartoum  
   Republic of the Sudan

5.03. 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: INDEVAS  
   Telex: 248423 (MCI) or 64145 (MCI)  
   Facsimile: 1-202-477-6391
AGREED at Khartoum, Sudan, as of the day and year first above written.

REPUBLIC OF THE SUDAN

By: 

Authorized Representative

Name: Yousif EL Hossein

Title: Under Secretary

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as Administrator of the Global Partnership for Education Fund

By: 

Authorized Representative

Name: Stephen Ndegwa

Title: Acting Country Manager
SCHEDULE 1
Project Description

The objectives of the Project are to improve the learning environment in Targeted Areas; to increase the availability of textbooks; and to strengthen education planning and management mechanisms in the Sudan.

The Project consists of the following parts:

**Part 1: Improvement of Learning Environment**

1.1. Construction of about 2000 classrooms (including associated facilities, namely latrines and offices) for elementary schools in Targeted Areas, through provision of goods, works and services (including technical assistance to be provided to communities to facilitate their involvement in classrooms construction).

1.2. Design and implementation of School Grants Program in elementary schools in a subset of Targeted Areas where activities under Part 1.1 have been undertaken.

**Part 2: Increasing the Availability of Textbooks and Learning Materials**

2.1. Provision of technical assistance to assist the Recipient revise its procedures, guidelines and practices for textbooks delivery - including textbooks development, production, procurement and distribution - as well as management and monitoring of the use of textbooks.

2.2. Production, procurement and distribution of textbooks, associated teachers’ guides and other supplementary learning materials to schools to support basic education in the Sudan, provision of training to teachers on the use of such textbooks and teachers’ guides and monitoring of distribution and utilization of the textbooks.

**Part 3: Strengthening the Monitoring and Management Mechanisms of the Education System**

3.1. Development and launching of the National Learning Assessment System.

3.2. Development and implementation of teacher management and monitoring system designed to improve the efficiency and effectiveness of national teaching force, such system to include, *inter alia*, development of teachers’ database, teacher management and utilization indicators, performance standards and reporting protocols.
3.3. Carrying out of a program of activities to operationalize Education Management Information System (EMIS) in collaboration with other donors, such activities to include (a) development of a supplementary tool – the rapid results EMIS – to ensure availability of required data within 6-7 months of the start of the school year; (b) collection of EMIS data; (c) assignment of roles and responsibilities for collection, management, and analysis of such data, (d) capacity building and (e) development of more user-friendly questionnaire and software.


3.5. Carrying out of a program of activities to strengthen the capacity of the Ministry of Education and State ministries of education to implement, monitor and evaluate the Project, including carrying out financial management, procurement and audits of the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional and Implementation Arrangements

1. In order to ensure the proper implementation of the Project the Recipient shall:

   (a) maintain at all times during Project implementation a Steering Committee with a mandate, composition and resources satisfactory to the World Bank for the purpose of overseeing the execution of the Project;

   (b) establish and maintain at all times during Project implementation a Project Implementation Unit, at the Ministry of Education, with staffing (including a Project manager, financial manager, procurement officer, environmental and social safeguard specialists, and civil works engineer), terms of reference and resources acceptable to the World Bank, to be responsible for, inter alia, implementation, management and coordination of the Project; and

   (c) establish by six (6) months after Effective Date and maintain at all times during Project implementation Cluster Support Units, at the State ministries of education, with staffing, terms of reference and resources acceptable to the World Bank, to be responsible for, inter alia ensuring implementation of the Project in the Target Areas within their respective States.

2. Operations Manual

   (a) To ensure the proper implementation of the Project, the Recipient shall prepare a manual, satisfactory to the World Bank, for the implementation of the Project. Said manual shall include, inter alia: (i) institutional arrangements for the management of the Project (including allocation of responsibilities among different entities and their staff involved in project implementation, yearly planning of activities and budget and time allocation for those activities); (ii) internal control systems, financial management and accounting procedures annexes; (iii) detailed arrangements for the overall carrying out of the Project (including, inter alia, the procurement as well as environmental and social management frameworks and plans) to be followed during Project implementation by the Recipient; (iv) detailed technical guidelines for carrying out Part 1.1 of the Project to be set forth in the school construction guidelines -
outlining the minimum construction design standards that are required of a proper school; (v) capacity building and skills-transfer plan; (vi) a detailed communication plan as well as social accountability tools proposed to be utilized for Project purposes; and (vii) the guidelines and indicators for Project monitoring and evaluation.

(b) Without limitation to the provision of sub-paragraph (a) above, the manual referred to the above sub-paragraph shall have an annex containing provisions guiding the implementation of the School Grant Program (the School Grants Manual) which will, as a minimum, address the following elements of the School Grant Program: (i) eligibility criteria for potential beneficiaries; (ii) detailed conditions to be met by potential beneficiaries in order to receive the proposed School Grants; (iii) mechanisms for delivery of the proposed School Grants; (iv) eligible expenditures for using the proceeds of such School Grants; and (v) monitoring and evaluation system, including details on how to audit the program and how to handle complaints and appeals in a timely manner.

(c) The Recipient shall: (i) furnish to and exchange views with the World Bank on such manual promptly upon its preparation; and (ii) thereafter adopt such manual as shall have been approved by the World Bank (Operations Manual), and implement the Project in accordance with the Operations Manual.

(d) Except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the Operations Manual or any provision thereof.

(e) In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

B. Anti-Corruption

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

2. Without limitation to the provisions of paragraph 1 immediately above, the Recipient shall ensure that the Recipient’s agencies and service providers which are required to provide services under the Project, are made aware of the requirements of the Anti-Corruption Guidelines and take all actions necessary to support the carrying out of the Project in accordance with such requirements.
C. **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 Donor’s 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.

D. **Environmental and Social Safeguard**

1. Implementation of those activities under the Project that require the adoption and implementation of an environmental and social management plan (ESMP) or a resettlement action plan (RAP) shall not commence unless and until: (a) such ESMP or RAP, as the case may be: (i) has been prepared, in accordance with the ESSAF, and (ii) has been approved by the World Bank in writing and publicly disclosed as required by the ESSAF; and (b) such activities are thereafter carried out in accordance with the provisions of the ESMP or RAP, as the case may be.

2. The Recipient shall ensure that the Project Reports referred to Section II.A.1 of this Schedule include adequate information on monitoring the measures defined in the ESSAF and any ESMP or RAP prepared pursuant to Section I.D.1 of this Schedule.

E. **School Grants Program**

1. For the implementation of Part 1.2 of the Project, the Recipient shall provide, or cause to be provided through one or more Intermediary Support Providers, School Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the World Bank, and described in the School Grants Manual.

2. Each School Grant shall be in an amount which the World Bank and the Recipient agree should be provided to Beneficiaries.

3. The Recipient shall ensure that each School Grant is used by the Beneficiary for its intended purpose.

4. (a) The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a service agreement, in form and substance satisfactory to the World Bank, with one or more Intermediary Support Providers acceptable to the World Bank for the payment of School Grant to Beneficiaries (each a “Service Agreement”). The Recipient shall ensure that each Service Agreement is:
(i) submitted to the World Bank for its review and approval prior to its signature between the Recipient and the Intermediary Support Provider; and

(ii) signed and effective before any proceeds of the Grant are transferred to the Intermediary Support Provider.

(b) Without limitation to the provisions of paragraph (i) above, each Service Agreement shall include, *inter alia*, provisions to the effect that:

(i) unless the World Bank shall otherwise agree in writing, each Intermediary Support Provider shall: (A) before its first receipt of funds for the payment of School Grants under the Service Agreement, open and thereafter maintain for a term equal to the term of the Service Agreement, a separate designated account (the School Grant Account) for the exclusive purpose of depositing funds for School Grants and disbursing funds for School Grants in accordance with the provisions of the Service Agreement and the School Grants Manual. The School Grant Account shall be opened in a commercial bank acceptable to the World Bank, upon terms and conditions satisfactory to the World Bank, including *inter alia* a waiver of any rights said commercial bank or any third party may have to set off, or claim or otherwise appropriate the payment of, any amount from time to time deposited in the School Grant Account in satisfaction of any debt or claim owed to said commercial bank or third party by the Intermediary Support Provider; and (B) ensure that all amounts deposited from time to time in the School Grant Account are used exclusively to provide School Grants to Beneficiaries in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the School Grants Manual;

(ii) the Intermediary Support Provider shall maintain records and accounts, in form and substance satisfactory to the World Bank, adequate to record all expenditures incurred in the provision of School Grants, and shall retain said records and accounts for at least the term of the Service Agreement plus two years, and shall furnish such records or copies thereof to the Recipient and to the World Bank upon their respective request;

(iii) the Intermediary Support Provider shall enable the Recipient and the World Bank to inspect its operations, including those related to the School Grants, and the School Grants Account, and to
examine and make copies of all records and documents relating thereto; and

(iv) the Intermediary Support Provider shall prepare and furnish to the Recipient not later than six (6) months after the end of their reporting year to which they relate, financial statements, in form and substance satisfactory to the Recipient, audited by an independent auditor, and the relevant audit report (with any information reasonably requested by the Recipient on the audit and the auditor). The Recipient shall be allowed to communicate all such information to the World Bank if the World Bank shall so request.

(v) the Intermediary Support Provider shall comply with the provisions of the Anti-Corruption Guidelines.

(c) The Recipient shall exercise its rights under each Service Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any Service Agreement or any of its provisions.

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 six (6) months, and shall be furnished to the World Bank not later than one (1) month 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.

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 six (6) months, covering such six (6) months period, 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 (1) 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, not later than twelve (12) months following the Effective Date, recruit the Project’s monitoring agent with terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement to be responsible for inter alia carrying out post reviews of procurement actions, technical audits of goods and services delivered and works implemented, and monitoring of physical progress of the Project against financial disbursements.

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:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods, works and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank 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 and updated from time to time by the Recipient for the Project 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) National Competitive Bidding, subject to the following additional provisions detailed in Schedule 3 to this Agreement; (b) Limited International Bidding; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (e) Direct Contracting; (f) Force Account; and (g) Community Participation procedures which have been found acceptable to the World Bank.

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) Selection of Individual Consultants; and (f) Single-source Selection of consulting firms and 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, Operating Costs, Training, non-consulting services and consultants’ services</td>
<td>76,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>76,500,000</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 for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed USD 500,000 equivalent may be made for payments made prior to this date but on or after December 15, 2012 for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2017.
SCHEDULE 3

Particular Provisions Applicable to National Competitive Bidding

National Competitive Bidding (NCB) shall follow the Recipient's procurement procedure acceptable to the World Bank, provided that key principles such as economy, transparency, efficiency and fair competition are adhered to, and subject to the following additional procedures:

Participation in bidding

a) Government-owned enterprises in the Sudan shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Sudan.

b) Foreign bidders shall be eligible to participate under the same conditions as local bidders. In particular, no preference over foreign bidders shall be granted to local bidders in bid evaluation.

Advertising; time for bid preparation

c) Invitations to bid shall be advertised on at least two (2) consecutive days in a local newspaper of wide circulation, and prospective bidders shall be allowed a minimum of thirty (30) days between the date on which the notification appears for the first time and the deadline for bid submission. With the specific approval of the World Bank, this minimum period of thirty (30) days may be reduced to a minimum period of ten (10) days in the case of emergency operations.

Standard bidding documents

d) Until standard bidding documents acceptable to the World Bank have been introduced by the Government of the Sudan, simplified version of World Bank's standard bidding documents may be used with the World Bank's prior approval. 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: (i) The bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the consultant, bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.
Qualification criteria and evaluation criteria

e) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only criteria so specified, shall be used to determine whether a bidder is qualified. Bids of bidders not meeting such criteria shall be rejected as non-qualified. The fact that a bidder meets or surpasses the specified qualification criteria shall not be taken into account in the evaluation of such bidder’s bid.

f) Evaluation criteria shall be clearly specified in the bidding documents, and all evaluation criteria other than price shall be quantified in monetary terms. All evaluation criteria so specified, and only criteria so specified, shall be used in bid evaluation. Merit points shall not be used in bid evaluation.

Bid submission

g) Bids shall be submitted in sealed envelopes and shall be accepted whether mailed or hand-carried.

Bid opening

h) Bids shall be opened in the presence of bidders who wish to attend, and immediately after the deadline for bid submission. Said deadline, and the place of bid opening, shall be announced in the invitation to bid. The name of each bidder, and the amount of his bid, shall be read aloud and recorded when opened in the minutes of bid opening. The minutes of bid opening shall be signed by the members of the bid opening committee immediately after bid opening.

i) Bids received after the deadline for bid submission shall be returned to the bidders unopened.

Bid evaluation and award of contracts

j) A bid containing material deviations from or reservations to the terms, conditions and specifications of the bidding documents shall be rejected as not substantially responsive. A bidder shall not be permitted to withdraw material deviations or reservations once bids have been opened.

k) The bid evaluation shall be carried out in strict adherence to the criteria specified in the bidding documents, and the contract shall be awarded to the qualified bidder offering the lowest evaluated and substantially responsive bid.
l) A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify his bid as originally submitted.

m) There shall be no post-bidding negotiations with the lowest or any other bidder.
APPENDIX - DEFINITIONS

1. "Beneficiary" means a school council, duly operating in accordance with the applicable laws of the Recipient, which having met the eligibility criteria set forth in the School Grants Manual, is eligible to receive a School Grant under the Project; and the term "Beneficiaries" means, collectively, all such beneficiaries.

2. “Cluster Support Unit” or “CSU” means the entity referred to in Section I.A.1(c) of Schedule 2 to this Agreement; and the term “CSUs” means, collectively, all such units.

3. “Education Management Information System” or “EMIS” means an information system for education management set up by the Recipient with the assistance of United Nations Children's Fund (UNICEF) and European Union and whose operationalization is supported under Part 3.3 of the Project.

4. “Environmental and Social Management Plan” or “ESMP” means any environmental and social management plan, acceptable to the World Bank and consistent with the ESSAF - as may be adopted for the purposes of the Project pursuant to Section I.D.1 of Schedule 2 to this Agreement - which gives details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the ESSAF under the Project (including procedures for identifying, avoiding or mitigating potential impacts on physical cultural resources), along with the procedural and institutional measures needed to implement such actions, measures and policies; and the term “ESMPs” means, collectively, all such plans.

5. “Environmental and Social Screening and Assessment Framework” or “ESSAF” means the environmental and social screening and assessment framework, referred to Section I.D.1 of Schedule 2 to this Agreement adopted by the Recipient, giving details of a program of actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and social impacts, including impact on physical cultural resources, or reduce such impacts to acceptable levels.

6. “Fiscal Year” means the fiscal year of the Recipient which commences on January 1 and ends on December 31 of the same year.

7. “Intermediary Support Provider” means a firm or other entity duly incorporated or established in accordance with the applicable laws of the Recipient which, having met the requirements set forth in the School Grants Manual, has entered into a Service Agreement with the Recipient in accordance with the provisions of Section I.E.4 of Schedule 2 to this Agreement; and the term “Intermediary Support Providers” means, collectively, all such providers.

9. "National Learning Assessment System" means a national system of periodic assessment of student learning outcomes - including a set of assessment tools and practices such as early grade reading assessment – carried out by Ministry of Education and designed to inform education policy and practice in the Sudan.

10. "Operating Costs" means the incremental expenditures incurred by the Recipient in the implementation of the Project, on account of office supplies, office rent, communication and insurance charges, maintenance of office equipment, vehicle operations and maintenance costs, utilities, travel and travel allowances, and salaries of locally contracted employees, but excluding salaries of officials of the Recipient's civil service.

11. "Operations Manual" means the manual approved by the World Bank and adopted by the Recipient in accordance with the provisions of Section I.A.2(c) of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any annexes and schedules to such manual.

12. "Procurement Plan" means the Recipient's procurement plan dated February 14, 2013 for the initial 12-month period (or longer) of Project implementation, as the same shall be updated from time to time, to cover succeeding 12-month periods (or longer) of Project implementation.

13. "Project Affected Persons" mean persons who, on account of the execution of the Project or any part thereof, have 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 persons 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 livelihoods of the Project affected persons.

14. "Project Implementation Unit" or "PIU" means the entity referred to in Section I.A.1(b) of Schedule 2 to this Agreement.

15. "Resettlement Action Plan" or "RAP" means a resettlement action plan acceptable to the World Bank and consistent with the ESSAF, adopted for the purposes of any contract(s) for works under the Project, and giving details of the specific actions, measures and policies required to provide compensation, rehabilitation and resettlement assistance to Project Affected Persons, along with the procedural and institutional measures needed to implement such actions, measures and policies; and the term “RAPs” means, collectively, all such plans.

16. "School Grant Account" means the segregated account opened by an Intermediary Support Provider in accordance with the provisions of Section I.E.4(b)(i) of Schedule 2 to this Agreement.
17. "School Grant Manual" means the manual which forms part of the Operations Manual approved by the World Bank and adopted by the Recipient in accordance with the provisions of Section I.A.2(b) of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the World Bank.

18. "School Grant Program" means the Recipient's program of grants to schools offering basic education, duly set up and operating in accordance with the provisions of: (a) this Agreement; (b) the School Grant Manual; (c) the Service Agreement(s).

19. "School Grant" means a transfer of funds in the form of a non-refundable grant by the Recipient to a Beneficiary, made or to be made in accordance with the provisions of: a) this Agreement; (b) the School Grant Manual; (c) the Service Agreement.

20. "Service Agreement" has the meaning ascribed to that expression in Section I.E.4(a) of Schedule 2 to this Agreement.


22. "Steering Committee" means the entity referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

23. "Target Areas" means the rural areas and localities with low school enrollment rate in Recipient's states of Blue Nile, El Gadarif, Kassala North Darfur, Red Sea, South Darfur, East Darfur, Northern State, Sinner, and North Kordofan or such other state as may be deemed eligible in terms of the Operations Manual and added to the list of target states by mutual agreement, in writing, between the Recipient and the World Bank.

24. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, per diem allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.