Global Partnership for Education Fund
Grant Agreement

(Results for Education Achievement and Development Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as Administrator of the Global Partnership for Education Fund)

Dated April 9, 2014
AGREEMENT dated April 9, 2014, entered into between:

REPUBLIC OF THE GAMBIA ("Recipient"); and

INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Global Partnership for Education Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


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

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 its ministry responsible for basic and secondary 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 six million nine hundred thousand United States Dollars ($6,900,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section II 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 following condition has been satisfied, namely that the IDA Financing Agreement has been executed and delivered, and all conditions precedent to the effectiveness of the IDA Financing Agreement or to the right of the Recipient to make withdrawals under the IDA Financing Agreement (other than the effectiveness of this Agreement) has been fulfilled.

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 4.01 ("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. 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 its minister responsible for finance and economic affairs.

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

Ministry of Finance and Economic Affairs
The Quadrangle
Banjul
Republic of The Gambia

Facsimile: 220-4227-954
Email: info@mofea.gov.gm

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

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

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

REPUBLIC OF THE GAMBIA

By

[Signature]

Authorized Representative

Name: Kebba Touray

Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Partnership for Education Fund)

By

[Signature]

Authorized Representative

Name: Vera Songwe

Title: Country Director
SCHEDULE 1

Project Description

Schedule I of the IDA Financing Agreement shall apply to this Agreement.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements, Project Monitoring, Reporting and Evaluation, Financial Reports and Audits, Procurement, Anti-Corruption and Safeguards

1. The Provisions of Sections I, II and III of Schedule 2 to the IDA Financing Agreement shall apply to this Agreement, mutatis mutandis.

Section II. 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 Financing (“Category”), the allocations of the amounts of the Financing 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 US Dollars)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services, Operating Costs and Training for Parts 1, 2 and 3 of the Project (excluding Parts 1(d), 2(b), 2(c) and 2(g) of the Project)</td>
<td>3,780,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(2) School Sub-grants, Student Teacher Stipends, Hardship Allowances and CCTs</td>
<td>1,820,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(3) Eligible Expenditure Program (&quot;EEP&quot;) under Part 4 of the Project, for the:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) First scheduled disbursement, for DLI 1 (on or about the Effective Date)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(b) Second scheduled disbursement, for DLI 2 (on or about the Effective Date)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(c) Third scheduled disbursement, for DLI 3 (on or after December 15, 2014)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(d) Fourth scheduled disbursement, for DLI 4 (on or after March 15, 2015)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(e) Fifth scheduled disbursement, for DLI 5 (on or after December 15, 2014)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(f) Sixth scheduled disbursement, for DLI 6 (on or after December 15, 2014)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(g) Seventh scheduled disbursement, for DLI 7 (on or after March 15, 2016)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(h) Eight scheduled disbursement, for DLI 8 (on or after March 15, 2016)</td>
<td>145,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td>(i) Ninth scheduled disbursement, for DLI 9 (on or after March 15, 2017)</td>
<td>140,000</td>
<td>Such percentage as shall be specified in the Annual Work Plan and Budget for the respective Fiscal Year</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>6,900,000</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, except that withdrawals up to an aggregate amount not to exceed USD300,000 equivalent may be made for payments made prior to this date but on or after April 1, 2013, from the Category 3(a) and 3(b), subject to compliance with the provisions of subparagraph (b) below;

(b) Under Categories (3)(a) and 3(b) unless the Recipient shall have furnished to the Association by no later than March 31, 2014, or the Effective Date if said Effective Date is later than March 31, 2014, evidence, satisfactory to the Association, of the achievement of DLIs 1 and 2, as set out in the DLI Table;

(c) Under Categories (3)(c), 3(e) and 3(f), unless the Recipient shall have furnished to the Association:

(i) the IUFR for the period ending on September 30, 2014; and

(ii) by no later than December 15, 2014, evidence, satisfactory to the Association, of the achievement of DLIs 3, 5 and 6 as set out in the DLI Table;

(d) Under Category (3)(d) unless the Recipient shall have furnished to the Association:

(i) the IUFR for the period ending on December 31, 2014; and

(ii) by no later than March 15, 2015, evidence, satisfactory to the Association, of the achievement of DLI 4 as set out in the DLI Table;

(e) Under Categories (3)(g) and 3(h) unless the Recipient shall have furnished to the Association:

(i) the IUFR for the period ending on December 31, 2015; and

(ii) by no later than March 15, 2016, evidence, satisfactory to the Association, of the achievement of DLIs 7 and 8 as set out in the DLI Table; and

(f) Under Category (3)(i) unless the Recipient shall have furnished to the Association:
(i) the IUFR for the period ending on December 31, 2016; and

(ii) by no later than March 15, 2017, evidence, satisfactory to the Association, of the achievement of DLI 9, as set out in the DLI Table.

2. Notwithstanding the provisions of Part B.1 of this Section, if, in respect to Category 3, the Association is not satisfied that one (or more) of the DLIs referred to in said Part B.1 as a condition of withdrawal under said Category has been fully achieved by the date specified in said Part B.1, the Association may at any time, by notice to the Recipient, decide in its sole discretion to: (a) authorize the withdrawal of all or a portion of the unwithdrawn proceeds of the Financing then allocated to said Category, at such later date (prior to the Closing Date) as the Association shall be satisfied that such DLI (or DLIs) has (or have) been achieved; (b) reallocate all or a portion of the proceeds of the Financing then allocated to such Category to any other Category; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to such Category.

3. Notwithstanding the provisions of Part B.1 of this Section, if, in respect to DLIs 1, 2, 3 and 6, the Association determines that said DLI: (i) has been fully achieved within seven (7) days after the date specified in said Part B.1 for said DLI, for purposes of disbursement of Financing proceeds under Categories (3)(a), (3)(b), (3)(c) or (3)(f), as the case may be, the Recipient shall be entitled to receive 50% of the amount originally allocated for said DLI and the remaining 50% shall be reallocated to any other Category, at the Association’s sole discretion; or (ii) was not achieved, the amount originally allocated for said DLI shall be cancelled.

4. Notwithstanding the foregoing provisions of this Section IV, if the Association determines:

(a) at any time prior to the Closing Date that the then Withdrawn Financing Balance exceeds the total amount of Eligible Expenditures then incurred by the Recipient, the Association may, by notice to the Recipient, decide in its sole discretion to deduct the excess amount from future withdrawals under Categories (3)(a) through (3)(d) or to require a refund of the excess (in which case the amount so refunded shall be cancelled); or

(b) after the Closing Date that the Withdrawn Financing Balance exceeds the total amount of Eligible Expenditures incurred by the Recipient, exclusive of any such expenditures financed by any other financier or by the Association under the Financing or the Association under any other loan, credit or grant, the Recipient shall, promptly upon notice from the Association, refund to the Association such excess amount of the
Withdrawn Financing Balance. The Association shall cancel the refunded amount of the Withdrawn Financing Balance.

5. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2018.
### SCHEDULE 3

**Disbursement Linked Indicators (DLIs)**

<table>
<thead>
<tr>
<th>DISBURSEMENT-LINKED INDICATORS</th>
<th>ACTIONS TO BE COMPLETED IN YEAR 0 (FROM APRIL 1, 2013 THROUGH MARCH 31, 2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Timely Provision of Basic School Facilities</td>
<td>MOBSE shall publish, on or before March 17, 2014, in at least one of the Recipient’s local newspapers, the package of final bidding documents for the construction of 40 multigrade schools and 40 water points under the Project in form and substance acceptable to the Association</td>
</tr>
<tr>
<td>2. Timely Provision of School Sub-grants</td>
<td>MOBSE shall transfer the first tranche (equivalent to 40% of the entire annual allocation) of annual school sub-grants to all public lower basic schools on or before September 15, 2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISBURSEMENT-LINKED INDICATORS</th>
<th>ACTIONS TO BE COMPLETED IN YEAR 1 (FROM APRIL 1, 2014 THROUGH MARCH 31, 2015)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Timely Provision of School Sub-grants</td>
<td>MOBSE shall transfer the first tranche (equivalent to 40% of the entire annual allocation) of annual school sub-grants to all public upper basic schools on or before September 15, 2014</td>
</tr>
<tr>
<td>4. No Charge of School Fees</td>
<td>Annual formal and informal school fees paid by parents to all public lower basic schools shall equal zero</td>
</tr>
<tr>
<td>5. Increase School Attendance in NATs</td>
<td>MOBSE shall complete the verification on an aggregate average attendance of 93% of students of grades 3, 5 and 8 of all public schools in NAT for two full days in 2014</td>
</tr>
<tr>
<td>6. Improvement of Data Collection</td>
<td>MOBSE shall complete the annual school census, including Madrassas and with a minimum of 95% response rate and results and analytical report released by May 30, 2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISBURSEMENT-LINKED INDICATORS</th>
<th>ACTIONS TO BE COMPLETED IN YEAR 2 (FROM APRIL 1, 2015 THROUGH MARCH 31, 2016)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. No Charge of School Fees</td>
<td>Annual formal and informal school fees paid by parents to all public upper basic schools shall equal zero</td>
</tr>
<tr>
<td>8. Increase School Attendance in NATs</td>
<td>MOBSE shall complete the verification on an aggregate average attendance of 95% of students of grades 3, 5 and 8 of all public schools in NAT for two full days in 2015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISBURSEMENT-LINKED INDICATORS</th>
<th>ACTIONS TO BE COMPLETED IN YEAR 4 (FROM APRIL 1, 2016 THROUGH MARCH 31, 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Improve school development plans</td>
<td>Improved school development plans for 70 percent of public lower basic schools in response to NAT results shall be approved by the regional directorates under the supervision of MOBSE (SQAD) and using the agreed upon checklist</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

Section I.  Definitions

1. The definitions of the Appendix to the IDA Financing Agreement shall apply to this Agreement, mutatis mutandis.

2. "IDA Financing Agreement" means the Agreement between the Recipient and the Association, dated the same date of this Agreement, providing for a financing in an amount equivalent to seven million eight hundred twenty thousand Special Drawing Rights (SDR 7,820,000) to assist in the financing the Project.