Financing Agreement

(Quality Improvement and Equity of Basic Education Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated November 22, 2013
FINANCING AGREEMENT

AGREEMENT dated November 22, 2013, entered into between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to thirteen million four hundred thousand Special Drawing Rights (SDR 13,400,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are April 15 and October 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is the Euro.
ARTICLE III — PROJECT

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

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that a situation which shall make it improbable that the Program, or a significant part thereof, will be carried out, shall have arisen.

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

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) Each of the GPE Grant Agreement, the EFA-FTI Grant Agreement and the ESCB Grant Agreement has been executed and delivered, and all conditions precedent to their effectiveness or to the right of the Recipient to make withdrawals thereunder (other than the effectiveness of this Agreement), have been fulfilled.

(b) The Recipient has adopted the Procedures Manual in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement.

(c) The Steering Committee has been established and staffed in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01 The Recipient's Representative is its Minister in charge of finance.

6.02. The Recipient's Address is:

Ministry of Economy and Finance
Rue René N'Diaye
B.P. 4017
Dakar
Senegal

Cable address: MINIFINANCES
Telex: 3203 G
Fascimile: +221-33-821-1630

Dakar

6.03. The Association's Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Fascimile: 1-202-477-6391

Washington, D.C.
AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By

[Signature]

Name: Amadou BA

Title: 

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Name: Vera Sonfou

Title: Country Director
SCHEDULE 1

Project Description

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

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

Part A. Improving Quality of Basic Education

1. Performance-Based Financing (PBF) Education Grants

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

2. Schools Quality and Management Improvement

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

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

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

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

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

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

Part C. **Project Management and Capacity Building**

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

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

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

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

2. Central Level

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

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

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

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

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

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

4. **District Level**

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

**B. Implementation Arrangements**

1. **Procedures Manual**

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

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

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

2. **Annual Work Plan**

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

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

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

3. **External Controls**

   (a) The Recipient shall, by no later than March 31, 2014, appoint external monitoring and evaluation experts, in accordance with Section III of this Schedule, ("Independent Verifiers") to act as third-party verifiers of the proper: (i) implementation of PBF Education Subprojects under PBF Education Grant Agreements, and of the compliance by IEFs with the respective PB Indicators; (ii) implementation of Subprojects under Subgrants Agreements; and (iii) fulfillment of DLIs under the Project.

   (b) The Recipient shall cause the Independent Verifiers to no later than August 31, 2014, and thereafter no later than July 31 each subsequent year, or such other date as agreed with the Association, carry out: (i) a technical performance assessment of the IAs and IEFs during the preceding School Year ("Performance Assessment") of PBF Education Subprojects and Subprojects, including community and focus group surveys, Beneficiary spot checks, verification of data provided and records kept by IEFs in relation to PBF Education Subprojects and Subprojects respectively, and the quality of PBF Education Subprojects and Subprojects provided under such activities, all in accordance with the provisions of the PB Manual and the Subprojects Manual; and (ii) a verification of the level of fulfillment of DLIs as set forth in the Procedures Manual and provide to the Recipient and the Association a
C. **Anti-Corruption**

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

D. **Sub-projects**

1. The Recipient, through the IEFs, shall cause all Subprojects to be carried out in accordance with the Subprojects Manual and shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written consent of the Association.

2. The Recipient shall ensure that Subgrants are made to Beneficiaries in accordance with eligibility criteria and procedures set forth in the Subprojects Manual and in this Section I.D.

3. Except as the Association may otherwise agree in writing, no proposed Subproject shall be eligible for financing under Part A.2.(b), Part A.2.(c)(iii), and Part B.2 of the Project unless the Recipient has determined, on the basis of an appraisal (including an environmental assessment for the Subproject conducted in accordance with the ESMF), carried out in accordance with guidelines acceptable to the Association, that the proposed Subproject satisfies the eligibility criteria specified in the Subprojects Manual, including the following:

   (a) the proposed Subproject is to be carried out by an eligible Beneficiary who shall be: (i) for a Quality Improvement Subproject, a selected school with an approved quality improvement plan; (ii) for a Middle-School Subproject, a middle-school in a selected area; and (iii) for a Daara School Subproject, a Daara School that has committed to learning improvement.

   (b) the proposed Subproject consists of specific development activities set forth in Part A.2.(b), Part A.2.(c).(iii), and Part B.2 of the Project and further elaborated in the Subprojects Manual and complies with all applicable laws and regulations of the Recipient; and

   (c) if, on the basis of the environmental assessment conducted for the Subproject, one or more Safeguard Document(s) shall be required, such Safeguard Document(s) shall have been prepared pursuant to the Safeguards Frameworks and shall have been approved by the Association.
4. The Recipient shall cause each IEF to make each Subgrant under a Subgrant Agreement with the respective Beneficiary on terms and conditions approved by the Association and outlined in the Subprojects Manual, which shall include the following:

The Recipient shall ensure that rights adequate to protect its interests and those of the Association are obtained, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Subgrant, or obtain a refund of all or any part of the amount of the Subgrant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Subgrant Agreement; and (ii) require each Beneficiary to: (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices, satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Subgrant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives; (E) carry out the Subproject in accordance with the provisions of this Section I.D of Schedule 2 to this Agreement; (F): (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (G) enable the Recipient and the Association to inspect the Subproject, its operation and any relevant records and documents; and (H) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

5. The Recipient shall ensure that IEFs shall exercise their rights and carry out their obligations under each Subgrant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure that no IEF shall assign, amend, abrogate or waive any Subgrant Agreement or any of its provisions.
E. **PBF Education Grants**

1. For the implementation of Part A.1 of the Project, the Recipient shall cause IAs to extend PBF Education Grants to IEFs in accordance with minimum conditions, performance criteria and disbursement triggers acceptable to the Association and described in the PB Manual.

2. PBF Education Grants shall be made to IEFs in accordance with criteria and procedures acceptable to the Association as set forth in the PB Manual for the implementation of a PBF Education Subproject, which shall include the following:

   (i) the signing of a PBF Education Grant Agreement with each eligible IEF, in form and substance satisfactory to the Association, and with PB Indicators satisfactory to the Association; and

   (ii) the receipt of the satisfactory Performance Assessment referred to in Section I.B.3.(b).(ii) prior to providing any payments of the PBF Education Grant other than the first PBF Education Grant payment for such IEF.

3. The Recipient shall ensure that each PBF Education Grant Agreement entered into with each of the respective IEF on terms and conditions approved by the Association includes the following:

   (a) the Recipient shall ensure that adequate rights are obtained to protect its interests and those of the Association, including the right to:

      (i) suspend or terminate the right of the IEF to use the proceeds of the PBF Education Grant upon the IEF’s failure to perform any of its obligations under the PBF Education Grant Agreement, or to obtain a refund of all or any part of the amount of the PBF Education Grant then withdrawn, upon the IEF’s failure to perform any of its obligations under the PBF Education Grant Agreement, including, without limitation, the obligation to use the proceeds of such PBF Education Grant solely for the financing of goods, services, Training and Operating Costs incurred for the implementation of the PBF Education Grant; and

      (ii) require each IEF to: (A) carry out its PBF Education Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Safeguard Instruments and the Anti-Corruption Guidelines applicable to
recipients of loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, services to be financed out of the PBF Education Grant under Part A.1 of the Project in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the PBF Education Subproject and the achievement of its objectives; (E): (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the PBF Education Subproject; and (2) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect the PBF Education Subproject, their operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

4. The Recipient shall ensure that each IA exercises its rights and carries out its obligations under each PBF Education Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any PBF Education Grant Agreement or any of its provisions.

F. Safeguards

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

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

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

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

(a) measures taken in furtherance of such Safeguard Instruments;

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

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

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) Fiscal Year of the
Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

4. The Recipient shall recruit, not later than four (4) months after the Effective Date: (a) the external auditor referred to in Section 4.09 (b) of the General Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the Association; and (b) an internal auditor, whose qualifications and experience and terms of reference shall be acceptable to the Association.

5. The Recipient shall ensure that financial management Training has been provided to appropriate staff involved in the Project, by not later than four (4) months after the Effective Date.

Section III. Procurement

A. General

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

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

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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 table specifies the methods of procurement, other than
International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Limited International Bidding</td>
</tr>
<tr>
<td>(c) Community-based Procurement</td>
</tr>
<tr>
<td>(d) Shopping</td>
</tr>
<tr>
<td>(e) Direct Contracting</td>
</tr>
</tbody>
</table>

3. The following provisions apply to National Competitive Bidding: (a) bids shall be advertised in national newspapers with wide circulation; (b) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (c) bidders shall be given an adequate response time (minimum four (4) weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (d) bids shall be awarded to the lowest evaluated bidder; (e) eligible bidders, including foreign bidders, shall not be precluded from participating; and (f) no preference margin shall be granted to domestic contractors

C. Particular Methods of Procurement of Consultants’ Services

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

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

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

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) PBF Education Grants under Part A.1 of the Project</td>
<td>5,330,000</td>
<td>80% of amounts disbursed, payable under the respective PBF Education Grant Agreements</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants' services, Training and Operating Costs under Part A.2.(a) of the Project</td>
<td>1,330,000</td>
<td>50%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services,</td>
<td>2,290,000</td>
<td>100%</td>
</tr>
<tr>
<td>Category</td>
<td>Amount of the Credit Allocated (expressed in SDR)</td>
<td>Percentage of Expenditures to be Financed (inclusive of Taxes)</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Training and Operating Costs under Part A.2.(c).(i), (ii), and (iv) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Middle-School Subgrants under Part A.2.(c).(iii) of the Project</td>
<td>1,330,000</td>
<td>100% of the amounts disbursed, payable under the respective Subgrant Agreements.</td>
</tr>
<tr>
<td>(5) Goods, non-consulting services and consultants' services, Training and Operating Costs under Part A.2.(d).(ii) of the Project</td>
<td>66,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Non-consulting services and consultants' services, under Part B.1.(b) of the Project</td>
<td>330,000</td>
<td>100%</td>
</tr>
<tr>
<td>(7) Goods, non-consulting services and consultants' services, Training and Operating Costs under Part C.1.(a) of the Project</td>
<td>660,000</td>
<td>90%</td>
</tr>
<tr>
<td>(8) Refund of Preparation Advance</td>
<td>2,064,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>13,400,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
   
   (a) for payments made prior to the date of this Agreement; and
   
   (b) under the Project (except under Part C.2) until the Association has notified the Recipient that the Association has received evidence in form and substance satisfactory to the Association that the DLIs for the preceding School Year have been fulfilled as set forth in the Procedures Manual and as confirmed by the Independent Verifiers.

2. Notwithstanding the foregoing, if the Recipient achieves less than 80% of the DLIs for the preceding School Year as set forth in the Procedures Manual, the Recipient shall only receive an annual allocation proportionate to the percentage of DLIs achieved as further set forth in the Procedures Manual and the Independent Verifiers’ recommendation.

3. In the event that the non-fulfillment of at least 80% of the DLIs in a given School Year is due to an event of force majeure and the Recipient has made reasonable efforts, in the sole opinion of the Association, to remedy the situation in order to achieve said DLIs, the Association may at its sole discretion increase the annual allocation amount for said School Year.

4. The Closing Date is January 31, 2018.

Section V. Other Undertakings

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

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 15 and October 15:</td>
<td></td>
</tr>
<tr>
<td>commencing October 15, 2023 to and including April 15, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing October 15, 2033 to and including April 15, 2053</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Section I. Definitions

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

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


4. “Beneficiary” means either a Quality Improvement Beneficiary, a Middle-School Beneficiary or a Daara School Beneficiary; and “Beneficiaries” means, collectively, a Quality Improvement Beneficiary, a Middle-School Beneficiary and/or a Daara School Beneficiary.

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

6. “CFA” means the CFA franc, the Recipient’s currency.


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

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

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

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

12. "Daara Schools" means Islamic schools operating in the Recipient's territory.

13. "DAGE" means the Recipient's Direction de l'Administration Générale et de l'Équipement, the Directorate of General Administration and Equipment created pursuant to the Recipient's decree No. 2009-1405, dated December 22, 2009 entitled "Décret portant répartition des services de l'Etat et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères", as the same may be amended from time to time.

14. "DCS" means the Recipient's Direction des Constructions Scolaires, the Directorate of School Constructions created pursuant to the Recipient's decree No. 2009-1405, dated December 22, 2009 entitled "Décret portant répartition des services de l'Etat et du contrôle des Etablissements publics, des sociétés nationales et des sociétés à participation publique entre la Présidence de la République, la Primature et les ministères", as the same may be amended from time to time.

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

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

17. "Disbursement-Linked Indicators" and "DLIs" means the targets agreed in the Procedures Manual as actions to be completed prior to disbursement as provided for under Section IV.B.1 and 2 of this Agreement.
18. “Displaced Person” means a person who, on account of the execution of an activity under the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; “Displaced Persons” means all such persons.

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

20. “Education For All – Fast Track Initiative” and “EFA-FTI” each means the program launched in June 2002 pursuant to the implementation of sustainable policies in support of universal primary education and resource mobilization.

21. “Education Sector Capacity Building Trust Fund” and “ESCB” each means the multi-donor trust fund established to address some of the capacity building needs of the Recipient in the education sector.

22. “EFA-FTI Grant Agreement” means the grant agreement, for purposes of the Project, of the same date as this Agreement, between the Recipient and the World Bank, acting as administrator of the Education For All – Fast Track Initiative Trust Fund, providing for the EFA-FTI Grant.

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

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

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

26. “ESCB Grant Agreement” means the grant agreement, for purposes of the Project, of the same date as this Agreement, between the Recipient and the Association, acting as trustee of the Education Sector Capacity Building Trust Fund, providing for the ESCB Grant.

27. “ESCB Grant” means a grant in the amount equal to two million eight hundred thousand Dollars ($2,800,000) provided under the ESCB Grant Agreement to assist in financing the Project.

28. “Fiscal Year” means the twelve month period commencing January 1 and ending on December 31.


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

31. “GPE Grant Agreement” means the grant agreement, for purposes of the Project, of the same date as this Agreement, entered into between the Recipient and the Association acting as administrator of the Global Partnership for Education, providing for the GPE Grant.

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

33. “Independent Verifiers” means the independent verifiers recruited by the Recipient in accordance with Section I.B.3.(a) of Schedule 2 to this Agreement.

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

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

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

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

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

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

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

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

42. “PB Indicators” means the performance indicators or milestones to be used by the IA to measure the extent to which results under a PBF Education Subproject have been achieved, set forth under a PBF Education Grant Agreement, on the basis of which the IEF shall receive a PBF Education Grant from the IA, and said indicators shall include, inter alia, percentage of in-service teachers training, quality improvement incentives, amount of learning material provided, enrollment and retention campaigns accomplished.

43. “PB Manual” means the performance-based module adopted pursuant to Section I.B.(1).(a).(ii).(A) of Schedule 2 to this Agreement as part of the Procedures Manual, and such term includes any schedules to said PB Manual.

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

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

47. "PBF" means performance based financing.

48. "Performance Assessment" means the technical performance assessment referred to in Section 1.B.3.(b) of Schedule 2 to this Agreement.

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

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


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

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

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

55. "Quality Improvement Subgrant Agreement" means an agreement entered into between the IEF and a Quality Improvement Beneficiary pursuant to which a Quality Improvement Subgrant shall be made by an IEF to a Quality Improvement Beneficiary for Quality Improvement School Subproject.
56. "Quality Improvement Subgrant" means a grant to finance part of the reasonable cost of goods, works, services, Training and Operating Costs required for a Quality Improvement Subproject to be carried out by a Quality Improvement Beneficiary; and “Quality Improvement Subgrants" means more than one Quality Improvement Subgrant.

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

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


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

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

62. “Safeguard Instruments" means, collectively, the Safeguards Frameworks and the Safeguard Documents.

63. “School Year" means the twelve month period commencing October 1 and ending on September 31.

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

65. “Subgrant Agreement” means each agreement entered into between the IEF and a Beneficiary pursuant to which a Subgrant shall be made by the Recipient, through the IEF, to such Beneficiary for a Subproject.

66. “Subgrants” means, collectively, the Quality Improvement Subgrants, the Middle-School Subgrants and the Daara School Subgrants.
67. "Subproject Manual" means the manual referred to in Section I.B.1.(a).(ii).(B) of Schedule 2 to this Agreement as part of the Procedures Manual, and such term includes any schedules to said Subproject Manual.

68. "Subproject" means either a Quality Improvement Subproject, a Middle-School Subproject or a Daara School Subproject; and "Subprojects" means more than one Subproject.

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