Financing Agreement

(Additional Financing for the Secondary Education Improvement Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 8, 2018
FINANCING AGREEMENT

AGREEMENT dated January 8, 2018, entered into between REPUBLIC OF GHANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the 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 twenty-eight million nine hundred thousand Special Drawing Rights (SDR 28,900,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.

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

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

2.08. The Payment Currency is Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Education 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 Events of Suspension consist of the following:

(a) The Ghana Education Service Act 1995 (Act 506) of the laws of the Recipient has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Ghana Education Service to participate in the Project.

(b) The Education Act, 2008 (Act 778) as amended by the Education (Amendment) Act 2010, (Act 802) of the laws of the Recipient has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the National Teaching Council to participate in the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, the Recipient has updated the Project Implementation Manual in form and substance satisfactory to the Association.

5.02. The Effectiveness Deadline is the date ninety days (90) days after the date of this Agreement.

5.04. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister responsible for finance.

6.02. The Recipient’s Address is:

Ministry of Finance
P.O. Box MB40
Accra, Republic of Ghana

Facsimile:

233-30-2667069

6.03. The Association’s Address is:

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

Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
AGREED at Accra, Ghana, as of the day and year first above written.

REPUBLIC OF GHANA

By:

Authorized Representative

Name: KEN OFORI-ATTA

Title: MINISTER FOR FINANCE

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Authorized Representative

Name: ERROL GEORGE GRAHAM

Title: ACTING COUNTRY DIRECTOR
SCHEDULE 1
Project Description

The objective of the Project is to increase access to Senior Secondary Education in underserved Districts and improve quality in Low-Performing senior high schools within the Recipient’s territory.

The Project consists of the following parts:

PART A: Support to Increase Access with Equity and Quality in Senior High Schools

1. Increasing access to senior high school education in underserved Districts within the Recipient’s territory through: (a) improving existing senior high schools through expansion and rehabilitation of existing structures and facilities; and (b) providing scholarships to students from low income families, especially girls, and other demand side investments to enhance equity.

2. Improving the quality of education in selected Low-Performing senior high schools with a focus on mathematics, science and ICT education:

(a) strengthening school management, leadership and accountability to, inter alia: (i) enhance results, efficiency and optimum use of school resources, through the provision of training to head of schools and assistant heads of schools from the low-performing Beneficiary Schools; and (ii) encourage the print and online publication and dissemination of annual School Performance Reports and data, and carry out sensitization campaigns in underserved areas;

(b) introducing school performance partnerships (“SPPs”) on the basis of school performance partnership plans (“SPPPs”);

(c) improving the quality of mathematics and science education, including: (i) the refurbishment of existing facilities and provision of new equipment in low-performing schools; and (ii) building the capacity of teachers to increase competency; and

(d) facilitating access to internet connectivity and ICT support, including: (i) development of an education portal for teachers and students; (ii) providing wireless networks in selected schools; (iii) capacity building for teachers and educational leaders; and (iv) developing digital educational content.
PART B: Management, Research and Monitoring and Evaluation

1. Strengthening the capacity of the MOE, GES and other relevant implementing agencies to:
   
   (a) ensure effective Project implementation, including management and coordination of Project activities, planning and communications, and fiduciary (i.e., financial management and procurement) and safeguards management;

   (b) monitor and evaluate Project results and sector performance, including carrying out independent verification of DLIs and DLRs; and

   (c) support the development and implementation of effective policies for senior high schools and research and diagnostic activities, all through the provision of technical advisory services, incremental Operating Costs, training, and acquisition of goods.
Section I. Implementation and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee

   (a) The Recipient shall maintain, at all times during the implementation of the Project, the Project Steering Committee ("PSC") with mandate, composition, functions and resources satisfactory to the Association.

   (b) Without limitation to the provisions of sub-paragraph (a) of this paragraph, the PSC shall be responsible for, inter alia: (i) providing strategic guidance and overseeing Project implementation; (ii) reviewing progress made in implementation of the Project; (iii) facilitating the prompt resolution of implementation challenges and obstacles; (iv) ensuring coordination among key implementing agencies; and (v) such other functions as provided in detail in the Project Implementation Manual.

2. Ministry of Education ("MOE")

   (a) The Recipient shall, at all times during the implementation of the Project, ensure that resources satisfactory to the Association are available to the MOE for purposes of ensuring prompt and efficient implementation and overall coordination of Project activities.

   (b) Without limitation to the provisions of sub-paragraph (a) of this paragraph, the Recipient shall maintain at all times during the implementation of the Project, the Technical Implementation Committee ("TIC") referred to in Section 5.01(c) of this Agreement with staffing, resources and terms of reference satisfactory to the Association, with the responsibility for day-to-day management, coordination and monitoring of Project activities, including: (i) ensuring coordination and support of all relevant ministries, departments and agencies in the implementation of the Project; (ii) reporting on the progress of the Project on the basis of respective DLIs, DLRs and EEPs; (iii) ensuring timely and comprehensive reporting of results for disbursements; (iv) procurement; (v) overseeing financial management aspects of the Project under the GES; (vi) ensuring compliance with the applicable Safeguards Instruments; (vii) planning and communication of Project activities; and (viii) such other technical, administrative, organizational and financial functions as set forth in the Project Implementation Manual.
(c) Without limitation to the provisions of sub-paragraph (a) of this paragraph, the Project Civil Works Team and Infrastructure Coordination Unit within MOE's planning, budgeting, monitoring and evaluation division shall be responsible for coordinating all construction, rehabilitation and refurbishment activities under the Project.

3. Ghana Education Service (“GES”)

(a) The Recipient shall, at all times during the implementation of the Project, maintain the GES with staffing, resources and terms of reference satisfactory to the Association to ensure the prompt and efficient implementation of activities under the Project, including ensuring and managing timely financial reporting and audits.

(b) Without limitation to the provisions of sub-paragraph (a) of this paragraph, the GES shall, inter alia, be responsible for coordinating activities related to the improvement of the quality of teaching and learning in the selected low-performing senior high schools, including: (i) teacher training; (ii) institutional leadership training; (iii) preparation of school performance partnership plans; (iv) resource management programs; (v) improvement of mathematics and science teaching; (vi) improvement of senior high school programs and ICT interventions; and (vii) ensuring timely implementation of Project activities at the district and school levels and ensuring compliance with school standards and quality assurance.

4. National Teaching Council (“NTC”)

Without limitation to the provisions of Section I.A.1 of this Schedule, the Recipient shall, at all times during the implementation of the Project, maintain the NTC with staffing, resources and terms of reference satisfactory to the Association. To this end, the NTC shall be responsible for oversight of Part A.2(c)(ii) of the Project, in accordance with the provisions of the Project Implementation Manual.

B. Implementation Arrangements

1. Project Implementation Manual

(a) The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual referred to in Section 5.01 of this Agreement, which shall set forth detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) fiduciary arrangements including procurement, disbursement and financial management; (c) environmental and social safeguards guidelines and procedures, including the Safeguards Instruments; (d) monitoring, evaluation, reporting and communications; (e) implementation modalities
for each Project component and activity; (f) eligible activities, expenditure categories, and respective DLIs and corresponding DLRs; and (g) such other administrative, financial, technical and organizational arrangements as required for Project implementation.

(b) The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. Annual Work Plan and Budget

(a) The Recipient shall prepare and furnish to the Association for its approval, not later than December 31 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following fiscal year.

(b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter, shall implement the Project with due diligence in accordance with such annual work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").

(c) Only those activities which are included in an Annual Work Plan and Budget shall be financed under the Project. Notwithstanding the foregoing, the Annual Work Plan and Budget may be amended from time to time to include new activities with the prior and written concurrence of the Association.

C. External Controls

1. Independent Verification

(a) The Recipient shall, by no later than three (3) months after the Effective Date, appoint external monitoring and evaluation experts ("Independent Verifiers"), to act as third-party verifiers of the proper fulfillment of the DLIs and DLRs set forth in Schedule 4 to this Agreement.

(b) The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal, an assessment of the performance of a School Beneficiary vis-à-vis the level of fulfillment of DLIs and DLRs set forth in Schedule 4 to this Agreement, and provide to the Recipient and the Association, an EEP Spending Report containing, inter alia, said
assessment on the fulfillment of the DLIs and DLRs and a proposal for
disbursement under each Withdrawal.

2. **EEP Spending Reports**

(a) The Recipient shall cause the Independent Verifiers to furnish to the
Association on a calendar semester, starting every six months after the
Effective Date, regular reports ("EEP Spending Reports") prepared in
accordance with the provisions of the Project Implementation Manual.

(b) The Recipient shall furnish to the Association on a semester basis, starting
six months after the Effective Date, Procurement Plan Progress Reports
describing the status of all procurement activities under Part A of the
Project as described in the Procurement Plan, as well as expected changes
to the Procurement Plan.

(c) The EEPs shall comply with the eligibility criteria and procedures set forth
in the Project Implementation Manual.

(d) If, at any time, the Association determines that any portion of the financing
under the Project: (i) was used for items improperly procured in violation
of Section III of this Schedule; (ii) was not used for Eligible Expenditures;
or (iii) in case of the EEPs of Part A of the Project, was not supported by
evidence of actual spending by the Recipient under said EEPs and/or by
evidence of satisfaction of other criteria set forth in this Agreement or in
the Project Implementation Manual, the Recipient shall refund any such
portion to the Association as the Association shall specify by notice to the
Recipient.

(e) The Recipient shall, not later than December 31 of each year during the
implementation of the Project, furnish to the Association information
regarding the approved EEP budget codes for the Project.

D. **Anti-Corruption**

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

E. **School Performance Partnerships ("SPPs")**

1. To facilitate the carrying out of Part A.2(b) of the Project, the Recipient shall make
part of the proceeds of the Financing allocated from time to time to Category (1)
of the table set forth in Section IV.A.2 of this Schedule available to eligible
Beneficiary Schools under a contract between the Recipient and said Beneficiary
School under terms and conditions approved by the Association, as further
described in the Project Implementation Manual ("School Performance Partnership").

2. The Recipient shall exercise its rights under each School Performance Partnership in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive or fail to enforce the School Performance Partnership or any of provision thereof.

F. Safeguards

1. The Recipient shall carry out the Project in accordance with the Safeguards Instruments, including the ESMF and RPF.

2. To ensure compliance with the respective Safeguards Instruments, the Recipient shall take the following measures:

(a) if any activities included in a proposed Annual Work Plan and Budget would, pursuant to the ESMF, require the carrying out of an ESIA, no such activities shall be implemented unless:

   (i) an ESIA for such activities has been: (A) prepared, in accordance with the ESMF and furnished to the Association as part of the Annual Work Plan and Budget; (B) disclosed locally as required by the ESMF; and (C) approved by the Association and publicly disclosed; and

   (ii) if said ESIA would require the preparation of an ESMP, such ESMP has been: (A) prepared in accordance with such ESIA and furnished to the Association as part of the Annual Work Plan and Budget; (B) disclosed locally as required by the ESMF; and (C) approved by the Association and publicly disclosed.

(b) if any activities included in a proposed Annual Work Plan and Budget would, pursuant to the RPF, require the preparation of a RAP, no such activities shall be implemented unless and until:

   (i) a RAP for such activities has been: (A) prepared in accordance with the requirements of the RPF and furnished to the Association as part of the proposed Annual Work Plan and Budget; (B) disclosed locally as required by the RPF; and (C) approved by the Association and publicly disclosed; and
(ii) (A) all measures required to be taken under said RAP prior to the initiation of said activities have been taken, including, without limitation to the above, providing funds for resettlement compensation when and if required under a RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that said activities may be commenced.

(c) The Recipient shall ensure that the relevant provisions of the ESIA, ESMP or RAP, as the case may be, are appropriately included in each School Performance Partnership and that they are implemented in the carrying out of all activities under Part A.2(b) of the Project.

3. (a) Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, in form and substance satisfactory to the Association, bi-annual reports on the status of compliance with the Safeguards Instruments, giving details of: (i) measures taken in furtherance of such Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments; and (iii) remedial measures taken or required to be taken to address such conditions.

(b) The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on the reports prepared under paragraph (a) immediately above, 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 Safeguards Instruments.

4. The Recipient shall ensure that:

(a) no activities involving the use of land shall be carried out prior to the screening of the legal status of the land in form and substance acceptable to the Association; and

(b) no activities shall be carried out involving land, for which there is legal uncertainty over ownership and use rights.

5. The Recipient shall not amend, suspend, abrogate or waive, or permit to be amended, suspended, abrogated or waived, the ESMF or RPF, or any provision thereof without the prior written approval of the Association.
6. In the event of a conflict between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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 six (6) months, 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 six (6) calendar months, interim unaudited financial reports for the Project covering the six months, 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 fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and 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 the Procurement Regulations and the provisions of the Procurement Plan.

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 "Disbursement Guidelines for Investment Project Financing" dated February 2017, 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, provided, however, that for purposes of the Eligible Expenditures Program in Category (1) of the table below, the actual amounts authorized for disbursement ("Allocated Amount") and/or the formula for their determination upon the achievement of an individual Disbursement Linked Result for any given DLI financed under such Category are set forth in Schedule 4:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditure to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Eligible Expenditure Program under Part A of the Project</td>
<td>26,730,000</td>
<td>Up to 100% of each DLR Amount for each DLI, as set out in Schedule 4 to this Agreement</td>
</tr>
<tr>
<td>2. Goods, non-consulting services, consulting services, Training and Operating Costs under Part B of the Project</td>
<td>2,170,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>28,900,000</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:

(a) For payments prior to the date of this Agreement.

(b) For eligible expenditures under Category 2 unless and until the amount of the financing allocated to Category 2 of the table set forth in Section IV.A.1 Schedule 2 to the Original Financing Agreement has been fully utilized and disbursed.
(c) Notwithstanding the Additional Instructions and the provisions of paragraph above, no withdrawal shall be made with respect to Category 1 with respect to each DLI in the table in Schedule 4 to this Agreement until the Recipient through MoE furnishes to the Association:

(i) the applicable Eligible Expenditures Program (EEP) Spending Report and the verification of the achievement of the DLIs for the respective Year, as set out in Schedule 4 to this Agreement; and

(ii) evidence satisfactory to the Association as defined in the PIM that payment for the EEP under the sector budget lines in the Annex to Schedule 2 have been made by the Recipient in accordance with its applicable laws and regulations.

(d) In connection with the foregoing, the Association may restrict withdrawals as set out below, if it determines, based on the evidence referred to in Section B.1(c) above, that:

(i) the DLI targets as set out in Schedule 4 to this Agreement, are not met or partially met; or

(ii) at any time, any portion of the amounts disbursed by the Recipient under Category (1) was made for expenditures that are not eligible under the EEP, the Recipient shall promptly refund any such amount to the Association as the Association shall specify by notice to the Recipient.

(e) Without limitation to the provisions of paragraph d(i) above, any amount of the Credit withheld pursuant to said paragraph may be cancelled or reallocated by the Association in consultation with the Recipient’s Ministry of Finance, and any readjustment to the amount assigned to each DLI/DLR linked to Category (1) shall be made with the agreement of the Recipient’s Ministry of Finance.

(f) Upon the Recipient’s request, the Association may by notice to the Recipient, adjust from time to time the DLR Amounts and targets set forth in the Schedule 4 to this Agreement for specific DLIs/DLR.

(g) The Closing Date is November 30, 2021.
Annex to Schedule 2

Eligible Expenditure Programs

Sector Budget Lines

<table>
<thead>
<tr>
<th>Agency – Budgetary Institutions</th>
<th>Line Ministry/Institution Code</th>
<th>Item Code &amp; Description</th>
<th>Program Code (Secondary)</th>
<th>Sub Program Code</th>
<th>Program Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GES</td>
<td>02303</td>
<td>2111001 Salaries</td>
<td>023003</td>
<td>0230031</td>
<td>SHS</td>
</tr>
<tr>
<td>GES</td>
<td>02303</td>
<td>2111001 Salaries</td>
<td>023003</td>
<td>0230032</td>
<td>TVET</td>
</tr>
</tbody>
</table>
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, 2022 to and including April 15, 2032</td>
<td>1.65 %</td>
</tr>
<tr>
<td>Commencing October 15, 2032 to and including April 15, 2042.</td>
<td>3.35%</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.
## SCHEDULE 4

### Disbursement Linked Indicators (DLIs) and Disbursement-Linked Results (DLRs)

<table>
<thead>
<tr>
<th>DLI Description and DLR Amount</th>
<th>Disbursement-Linked Results (DLRs) and Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017 Year 0</td>
</tr>
<tr>
<td>DLI 1. Increase the number of seats utilized in existing Low Performing Schools</td>
<td>Pre-construction requirements met for upgrading of the Beneficiary Schools</td>
</tr>
<tr>
<td>DLR Amount expressed in SDR</td>
<td>1,782,000</td>
</tr>
<tr>
<td>DLI 2. Increased enrollment in SHS in targeted districts and schools for students from low-income families, especially girls</td>
<td>At least 5,000 SHS students receiving bursaries in Beneficiary Schools</td>
</tr>
<tr>
<td>DLI Amount expressed in SDR</td>
<td>1,782,000</td>
</tr>
<tr>
<td>DLI 3. Annual publication of School Performance Report</td>
<td>Publication of updated school performance data for FY18/19 online and in brochure</td>
</tr>
<tr>
<td>DLI Amount expressed in SDR</td>
<td>1,782,000</td>
</tr>
</tbody>
</table>

1 "About" in the DLRs under Year 1, 2 and 3 means that the verified results must be within 5% of the target.
<table>
<thead>
<tr>
<th>DLI Description, Targets and Amounts</th>
<th>2017 (Year 0)</th>
<th>2018 (Year 1)</th>
<th>2019 (Year 2)</th>
<th>2020 (Year 3)</th>
<th>Total per DLI</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLI 4. School Performance Partnerships in Beneficiary Schools</td>
<td>Training on school improvement planning and implementation provided for the Additional Schools completed; and Guidelines on SPPs distributed to Additional Schools and About 50%* of the Additional Schools have signed SPPs</td>
<td>SPPs for at least 95% of Additional Schools signed</td>
<td>At least 95% of Beneficiary Schools implementing SPPs based on SPPPs</td>
<td>At least 95% of Beneficiary Schools implementing SPPs based on SPPPs</td>
<td>7,128,000</td>
</tr>
<tr>
<td>DLI Amount expressed in SDR</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>7,128,000</td>
</tr>
<tr>
<td>DLI 5. Improved Learning Outcomes in Beneficiary Schools (quality package)</td>
<td>Science and Mathematics teachers trained and ICT based instruction rolled out in at least 95% Additional Schools</td>
<td>Increase the percentage of students obtaining 6 credits and above the WASSCE scores averaged in Beneficiary Schools</td>
<td>Increase the percentage of students obtaining 6 credits and above the WASSCE scores averaged in Beneficiary Schools</td>
<td>Increase the percentage of students obtaining 6 credits and above the WASSCE scores averaged in Beneficiary Schools</td>
<td>5,346,000</td>
</tr>
<tr>
<td>DLI Amount expressed in SDR</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>1,782,000</td>
<td>5,346,000</td>
</tr>
<tr>
<td>Total DLI Amount expressed in SDR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26,730,000</td>
</tr>
</tbody>
</table>
APPENDIX

Section I. Definitions

1. "Additional Schools" means the additional SHS selected to benefit from the Project.

2. "Annual Work Plan and Budget" means the annual work plan and budget prepared by the MOE and approved by the Association in accordance with Section I.B.2 of Schedule 2 to this Agreement.


4. "Beneficiary School" means a senior high school that has been selected after meeting the eligibility criteria set forth in the Project Implementation Manual; and "Beneficiary Schools" means more than one Beneficiary School.

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

6. "Disbursement-Linked Indicator" or "DLI" means a set of indicators as specified in Schedule 4 to this Agreement; and "Disbursement-Linked Indicators" or "DLIs" means more than one Disbursement-Linked Indicator or DLI.

7. "Disbursement-Linked Result" or "DLR" means a set of quantitative results associated with each DLI as specified in Schedule 4 to this Agreement; and "Disbursement-Linked Results" or "DLRs" means more than one Disbursement-Linked Result or DLR.

8. "DLI and DLR Table" means the table set forth in Schedule 4 to this Agreement.

9. "District" means a district established pursuant to the Local Governance Act 2016 (Act 936), of the laws of the Recipient, and any successor thereto.

10. "EEP" or "Eligible Expenditure Program" means a set of defined expenditures for the salaries for secondary education teachers paid by the MOE under Part A of the Project, and identified through budget lines as specified in the Annex to Schedule 2 to this Agreement.

11. "EEP Spending Report" means the report prepared by the Independent Verifiers in accordance with the details provided in the Project Implementation Manual and, referred to in Section I.C.2 of Schedule 2 to this Agreement, to make disbursement recommendation for each Withdrawal based on the spending status of the Eligible
Expenditure Programs under Part A of the Project and the compliance with the DLIs and DLRs.

12. “ESIA” means, for a given activity included in the Project, the environmental and social impact assessment for said activity to be carried out in accordance with the ESMF and pursuant to provisions of Section I.F.2 of Schedule 2 to this Agreement.

13. “ESMF” means the environmental and social management framework dated May 25, 2017, adopted by the Recipient, and disclosed in the Recipient’s territory on May 27, 2017 and in the Association’s Infoshop on May 27, 2017, which outlines general implementation procedures, mitigation measures and monitoring procedures for environmental and social purposes under the Project, as said framework may be amended from time to time with the Association’s prior written approval.

14. “ESMP” 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 I.F.2 of Schedule 2 to this Agreement.

15. “Fiscal Year” or “FY” means the fiscal year of Recipient commencing on January 1 and ending on December 31 of each year.

16. “General Conditions” means the “International Development Association General Conditions for Credits and Grants,” dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

17. “Ghana Education Service” or “GES” means the body established pursuant to Ghana Education Service Act 1995 (Act 506) of the laws of the Recipient, and any successor thereto.

18. “ICT” means information and communications technology.

19. “Improved Learning Outcomes” means an increase in the percentage of students obtaining 6 credits and above in WASSCE scores.

20. “Independent Verifiers” means the independent verifiers referred to in Section I.C of Schedule 2 to this Agreement, recruited by the Recipient in order to prepare the EEP Spending Reports.

21. “Infrastructure Coordination Unit” means the unit within MOE, and referred to in Section I.A.2 (c) of Schedule 2 to this Agreement.

22. “Low Performing” means the eligibility criteria for low performing high schools set forth in the PIM.
23. "Ministry of Education" or "MOE" means the Recipient's ministry in charge of education, and any successor thereto.


25. "National Teaching Council" or "NTC" means the council established and operating pursuant to the Education Act 2008 (Act 778) (as amended by the Education (Amendment) Act (Act 802), 2010 of the laws of the Recipient, or any successor thereto.

26. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans and Budgets approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, bank charges, office administration costs, utilities, travel and per diem, excluding the salaries of the Recipient's civil servants.

27. "Original Financing Agreement" means the financing agreement for the Ghana Secondary Education Improvement Project between the Recipient and the Association, dated July 30, 2014 as amended to the date of this Agreement (Credit No.5452-GH)

28. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.


30. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 11, 2017, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Association.

31. "Procurement Plan Progress Report" means the report prepared by the Recipient referred to in Section I.C.2(b) of Schedule 2.

32. "Project Civil Works Team" means the team within the Ministry of Education and referred to in Section I.A.2(c) of Schedule 2 to this Agreement.

33. "Project Implementation Manual" or "PIM" means the manual for the Project to be updated and adopted in form and substance satisfactory to the Association, and referred to in Section 5.01 of this Agreement and Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Association.

34. "Project Steering Committee" means the steering committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

36. “RAP” means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to the provisions of Section I.F.2 of Schedule 2 to this Agreement.

37. “RPF” means the Recipient’s Resettlement Policy Framework dated May 12, 2017, adopted by the Recipient and disclosed in the Recipient’s territory on May 27, 2017, and at the Association’s Infoshop on May 27, 2017, setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced by any resettlement as a result of the Project, including guidelines for the preparation of the appropriate resettlement plans, as the same may be amended from time to time with the prior written approval of the Association.

38. “Safeguards Instruments” means, collectively, the ESMF and RPF, including any ESIA, ESMP, RAP or other supplemental social and environmental safeguards documents prepared pursuant to Section I.F of Schedule 2 to this Agreement.

39. “Sector Budget Lines” means the Recipient’s salaries for all TVET and SHS institutions.

40. “Senior Secondary Education” means the education provided in SHS.

41. “SHS” means senior high schools within the Recipient’s territory.

42. “School Performance Partnership” or “SPP” means a partnership arrangement to be concluded between the Recipient, acting through MOE, and an eligible Beneficiary School for the purpose of the implementation of Part A.2 (b) of the Project, and referred to in Section I.E of Schedule 2 to this Agreement; and “School Performance Partnerships” or “SPPs” mean more than one such School Performance Partnership or SPP.

43. “School Performance Reports” means a report generated by the school mapping portal comprising SHS level data including learning outcomes, enrollment and infrastructure conditions.

44. “SPPP” means school performance partnership plan; and “SPPPs” means more than one SPPP.

45. “Technical Implementation Committee” or “TIC” means the Project’s technical implementation committee established within the MOE, and referred to in Section 5.01 (c) and Section I.A.2 (b) of Schedule 2 to this Agreement.
46. "Training" means the cost associated with the training and workshops, based on the Annual Work Plans and Budgets approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement, for reasonable expenditures (other than expenditures for consultants' services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; (iv) training material preparation, acquisition, reproduction and distribution expenses; and (v) other costs directly related to training preparation and implementation.

47. "TVET" means Technical Vocational Education Training.


49. "Withdrawal" means each withdrawal under Category (1) of the table in Section IV of Schedule 2 to this Agreement.

50. "Withdrawal Application" or "WA" means each application relating to Withdrawal under Category (1) of the table in Section IV of Schedule 2 to this Agreement.

51. "Year" or "Years" means any or all of Year 0, Year 1, Year 2, and Year 3, as the context may require.

52. "Year 0" means 2017.

53. "Year 1" means the 12-month period starting on January 1, 2018 and ending on December 31, 2018.

54. "Year 2" means the 12-month period starting on January 1, 2019 and ending on December 31, 2019.


Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Section 3.02 is modified to read as follows:

"Section 3.02. Service Charge and Interest Charge

(a) Service Charge. The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing
Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) *Interest Charge.* The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months."

2. Paragraph 28 of the Appendix ("Financing Payment") is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".

3. The Appendix is modified by inserting a new paragraph 32 with the following definition of "Interest Charge", and renumbering the subsequent paragraphs accordingly:

"32. "Interest Charge" means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."

4. Renumbered paragraph 37 (originally paragraph 36) of the Appendix ("Payment Date") is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".

5. Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02 (a).