Global Partnership for Education
Grant Agreement
(Quality Education for All Project)

between

REPUBLIC OF GUINEA BISSAU

and

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

Dated October 3, 2018
GPE GRANT NUMBER TF0A7392 -GW

GLOBAL PARTNERSHIP FOR EDUCATION
GRANT AGREEMENT

AGREEMENT dated October 3, 2018, entered into between
REPUBLIC OF GUINEA BISSAU ("Recipient") and INTERNATIONAL
DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Global
Partnership for Education ("GPE").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The “Standard Conditions for Grants Made by the World Bank Out of Various
Funds”, dated February 15, 2012 ("Standard Conditions"), constitute an integral
part of this Agreement.

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

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the project described in
Schedule I to this Agreement ("Project"). To this end, the Recipient shall carry out
the Project through MEESJCD, in accordance with the provisions of Article II of
the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and
except as the Recipient and the World Bank shall otherwise agree, the Recipient
shall ensure that the Project is carried out in accordance with the provisions of
Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set
forth or referred to in this Agreement, a grant in an amount not to exceed four
million three hundred thousand United States Dollars ($4,300,000) ("Grant") to
assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

(b) The Financing Agreement has been executed and delivered, and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals thereunder (other than the effectiveness of this Agreement) have been fulfilled.

(c) The Project Implementation Manual has been prepared and adopted, in form and substance satisfactory to the Association.

(d) The PSC has been duly established.

4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World
Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article V**

**Recipient’s Representative; Addresses**

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.

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

Ministério da Economia e Finanças  
Avenida Amilcar Cabral  
Caixa Postal No. 67  
Bissau  
Guinea-Bissau

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

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

Telex:  Facsimile:

248423 (MCI) or 1-202-477-6391  
64145 (MCI)
AGREE at BISSAU, GUINEA-BISSAU as of the day and year first above written.

REPUBLIC OF GUINEA BISSAU

By

[Signature]

Authorized Representative
Name: AMITIDES Gomes
Title: Minister of Economy and Finance

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

By

[Signature]

Authorized Representative
Name: Louise Cord
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The objective of the Project is to improve the teaching and learning environment in grades 1-4 in Targeted Schools in the Recipient's territory.

The Project consists of the following parts:

Part A: Strengthening of School-Based Management Practices and Community Empowerment

1. Carrying out a program of activities to support the establishment and strengthening of COGESs, including: (a) development and adoption of a national COGES policy and manual; (b) establishment and/or strengthening of COGESs, using technical assistance through MEESJCD to develop a common training framework and specific modules to train COGESs, and training by local NGOs; and (c) community sensitization campaigns to raise awareness and mobilize communities to respond to key challenges.

2. Carrying out a program of activities to build the capacity of COGESs to develop simple SIPs and provide financial resources to Targeted Schools through school grants, including: (a) development of a School Grants Manual; (b) development of SIPs; and (c) administration of School Grants.

3. Carrying out a program of activities to build the capacity of the existing inspection system to foster greater accountability, strengthen system management and bring about improvements in the teaching and learning environment, including: (a) undertaking routine monitoring and supervision of school-level activities; (b) offering pedagogical support to teachers; (c) monitoring the use of school resources, including textbooks and other learning materials; (d) ensuring timely delivery of school-level data to MEESJCD and DREs; and (e) providing support to COGESs in the development and implementation of their SIPs.

Part B: Improving Quality of Instruction

1. Carrying out a program of activities to support the development of a teacher certification system designed to harmonize teacher training and clarify aspects of the Carreira Docente, including: (a) development of a teacher qualifications framework defining required competencies and skills of basic education teachers; (b) adoption of a national teacher training curriculum; and (c) establishment of the agency for assessment and accreditation, and development of teacher evaluation tools and a new process for teacher certification.

2. Provision of training for teachers in areas needed to effectively implement the new curriculum in grades 1-4, including: (a) carrying out a pilot of the new curriculum
in a limited number of Targeted Schools in order to conduct an evaluation of teachers to identify areas which are the most challenging, and design a training program accordingly, with a focus on effective teaching strategies for teaching Portuguese and Mathematics; and (b) based on the results of the evaluation conducted as part of the pilot, development and delivery of a training program for in-service teachers designed to support the acquisition of skills needed to successfully implement the new curriculum.

3. Introduction of an Interactive Audio Instruction (IAI) program to guide and/or complement instruction in Portuguese and Mathematics, including creation of IAI lessons in both Portuguese and Mathematics in grades 1 and 2.

4. Provision of new teacher guides and student manuals developed as part of the new curriculum and other didactic materials that support literacy and numeracy skills in grades 1-4.

Part C: Strengthening of Education Sector Management Capacity

1. (a) Carrying out of a program of activities to improve the availability of data in the system in order to guide reforms, determine future actions required to improve efficiency, and monitor education quality, including: (i) a school mapping exercise designed to determine the fiscal, human, and physical resources needed in order to reach its goal of universal access in grades 1-6, and develop an operational plan and budget to determine a cost-effective way to expand the current system; (ii) a national assessment to collect additional data on learning outcomes for grades 2 and 5, and build MEESJCD capacity to monitor student learning outcomes; and (iii) an adapted version of the World Bank's Service Delivery Indicator (SDI) survey to collect key information on issues, such as teacher absenteeism, school management practices and financial resources, with the same survey to be repeated before the completion date of the Project to measure progress made on key project indicators.

(b) Creation of a website and online portal for MEESJCD, whereby to disseminate education policies, data and laws, and make them publicly accessible.

2. Provision of support for the management of the Project, including financing of Operating Costs.
Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall establish and thereafter maintain:

   (a) a Project Steering Committee (PSC), whose mandate, terms of reference and composition shall be acceptable to the World Bank, to be chaired by a representative of MEES/CD, and consisting of representatives of agencies and directorates involved in the implementation of the Project, to be responsible for strategic guidance and oversight of the Project, and coordination with other ongoing programs, including: (i) review and approval of AWPBs; (ii) review of progress reports, including quarterly budget execution reports; and (iii) monitoring and assessment of implementation progress and results; and

   (b) a Project Implementation Unit (PIU), whose mandate, terms of reference and composition shall be acceptable to the Association, to be responsible for the day-to-day implementation of the Project, including: (i) responsibility for the fiduciary obligations under the Project; (ii) provision of technical support for implementation of Project activities; (iii) preparation and management of bidding processes; (iv) management of project resources and ensuring that disbursements are made in accordance with the agreed procedures and practices; (v) preparation of quarterly and annual financial statements; and (vi) provision of support to MEES/CD in overall M&E, including the collection and analysis of relevant data for tracking progress.

2. Pending the establishment of the PIU, the Recipient shall take steps to ensure that the duties and obligations of the PIU shall be discharged on an interim basis by the project implementation unit in charge of the Emergency Water and Electricity Upgrading Services Project.

3. The Recipient shall take steps to ensure that each of the agencies and directorates involved in the Project shall have available at all times the requisite number of suitably qualified and experienced dedicated personnel assigned to the Project, along with the appropriate organizational and technological support, and other facilities and resources required to facilitate the smooth implementation of the Project and contribute to the achievement of its objective.
4. Without limitation upon the generality of paragraph 4 above, the Recipient shall ensure that:

(a) PIU shall be headed at all times by a Project Coordinator, who shall be assisted by a Procurement Specialist, a Financial Manager, an Accountant, and a Senior Education and M&E Specialist, and other key personnel as needed to facilitate the smooth implementation of the Project and contribute to the achievement of its objective; and

(b) the positions of Project Coordinator, Procurement Specialist, Financial Manager, Accountant, and Senior Education and M&E Specialist referred to in sub-paragraph (a) above, shall be kept filled at all times by persons having terms of reference, qualifications and experience acceptable to the World Bank.

B. Project Implementation Manual

The Recipient shall:

(a) prepare and adopt a Project Implementation Manual, in form and substance acceptable to the World Bank, giving details of all operational guidelines and procedures as shall have been agreed with the World Bank for the implementation, monitoring and supervision of the Project, including:

(i) performance indicators, and monitoring and evaluation guidelines;

(ii) administrative, accounting and financial procedures;

(iii) applicable procurement and disbursement guidelines; and

(iv) the School Grants Manual.

(b) thereafter carry out the Project in accordance with procedures set forth in the Project Implementation Manual, and except as the World Bank shall otherwise agree, shall not amend or waive any provision thereof, if such amendment of waiver may, in the opinion of the World Bank, materially or adversely affect the implementation of the Project.

C. School Grants

1. For purposes of Part A.2 of the Project, the Recipient shall make School Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the World Bank and set forth in the School Grants Manual, which shall include the following:
2. The Recipient shall make each School Grant under a School Grant Agreement with the respective Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

(a) The School Grant shall be: (i) provided on grant terms and on a non-reimbursable basis; and (ii) in a uniform amount of $450 equivalent per school per annum or such other amount as the World Bank shall determine.

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

(i) suspend or terminate the right of the Beneficiary to use the proceeds of the School Grant, or obtain a refund of all or any part of the amount of the School Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the School Grant Agreement; and

(ii) require each Beneficiary to: (A) carry out its SIP with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of 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 School Grant 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 World Bank, the progress of the SIP 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 World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the SIP; and (2) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to

(a) The Beneficiary has established a functional COGES and developed a SIP to be considered for funding out of the proceeds of the Grant.

(b) In the case of a Beneficiary which has already benefited from a School Grant in the preceding year, the Beneficiary shall have demonstrated that the preceding year's School Grant was used in line with the previously approved SIP.
the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (F) enable the Recipient and the World Bank to inspect the SIP, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011 and as of July 1, 2016 ("Anti-Corruption Guidelines").

E. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor's support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Recipient's territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank, and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar semester and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than three months after the Closing Date.
B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one Fiscal Year. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. The Recipient shall, not later than six (6) months after the Effective Date, recruit, on terms and conditions acceptable to the Association, an external auditor having qualifications and experience acceptable to the Association.

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 Grant shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated April 28, 2018, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, works, non-consulting services, consulting services, Training, Operating Costs and School Grants</td>
<td>4,300,000</td>
<td>30%</td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 31, 2023.

Section V. Other Undertakings

A. Annual Work Program and Budget

1. Beginning in the Fiscal Year during which the Financing becomes effective, the Recipient shall, not later than November 15 in each Fiscal Year, prepare and furnish to the Association, a proposed annual work program and budget ("Annual Work Program and Budget") for the next following Fiscal Year, giving details of:
   (a) a time table of programs and activities scheduled for implementation in the course of that next following Fiscal Year, and
   (b) the estimated cost of each such program or activity, along with the budget line item and source of funding corresponding to each program or activity.

2. The Recipient shall exchange views with the Association on each such proposed Annual Work Program and Budget and proceed thereafter to carry out the Annual Work Program and Budget, taking into consideration any comments that shall have been made thereon by the Association.
3. No program or activity shall be supported under the Project or funded out of the proceeds of the Financing other than those which are included in the Annual Work Program and Budget. Except with the prior and written concurrence of the Association, the Annual Work Program and Budget shall not be waived, amended or otherwise modified, whether in whole or in part, so as to limit or exclude any of the mutually agreed programs or activities, or to introduce new programs or activities.

4. Notwithstanding Part A.1 of this Section, the Recipient shall, if the Association so requests, prepare and furnish to the Association, not later than three months after the Effective Date, an AWPB covering a period other than a Fiscal Year period, and integrating details of the programs and activities scheduled for implementation during the current Fiscal Year, together with the estimated cost of each such program or activity, and the budget line item and source of funding corresponding to each program or activity.
APPENDIX

Definitions

1. "Annual Work Program and Budget" means the Annual Work Program and Budget referred to in Section V.A.1 of Schedule 2 to this Agreement.

2. "Beneficiary" means a Targeted School, which is the beneficiary of a School Grant.

3. "Carreira Docente" means the Teacher Career Ladder adopted under the Education Law 2010, pursuant to which teachers would be evaluated and their pay increased according to performance, allowing them to advance along the Teacher Career Ladder.

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

5. "COGES" means Comitê de Gestão Escolar, a school management committee established or to be established at the level of a Targeted School, to be responsible for the development and implementation of a SIP, and management of a School Grant.

6. "DRE" means Direcção Regional de Educação, a Regional Directorate of Education of MEESJCD.

7. "Emergency Water and Electricity Upgrading Services Project" means the project which is the subject matter of the Financing Agreement between the Recipient and the Association, July 7, 2017 (Credit No. 6057-GW).

8. "Financing Agreement" means the financing agreement of the same date as this Agreement between the Recipient and IDA, providing a grant in support of the Project.

9. "Fiscal Year" means the twelve (12) months' period beginning on January 1 and ending on December 31 in the same year.


12. "Operating Costs" means the incremental operating costs arising under the Project on account of local contractual support staff salaries, employment benefits, travel
expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation, maintenance and repair; office rental and rental charges, and maintenance costs; office materials and supplies; public utilities; media information campaigns, and transport and communications charges.

13. "Project Implementation Manual" or "PIM" means the Project Implementation Manual referred to in Section LB (a) of Schedule 2 to this Agreement.

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

15. "Project Steering Committee" or "PSC" means the Project Steering Committee referred to in Section I.A.1 (a) of Schedule 2 to this Agreement.

16. "School Grant" means Fundo de Apoio Escolar, a grant made out of the proceeds of the Grant and referred to in Section I.C.1 of Schedule 2 to this Agreement.

17. "School Grant Agreement" means an agreement governing a School Grant.

18. "School Grants Manual" means a self-contained chapter of the PIM setting forth the guidelines, procedures and eligibility criteria governing the elaboration of SIPs, and review and approval of School Grants, including details of the objectives of the School Grants program, guidance on SIP processes, grant amounts, procedures related to the processing and transfers of School Grants; eligible and ineligible expenditures; management and oversight of the use of School Grants; and roles and responsibilities of the agencies and directorates involved in the implementation of the program.

19. "School Improvement Program" or "SIP" means Plano de Melhoria da Escola, a program designed to improve the performance and functionality of a school, and deemed eligible for financing under the Project, having regard to eligibility criteria and procedures acceptable to the World Bank, and set forth in the School Grants Manual.

20. "Targeted School" means a school targeted for technical support or financial assistance under the Project or the relevant Part thereof, as the case may be.

21. "Training" means the reasonable cost of training and training-related activities under the Project, including seminars, workshops and study tours, along with all expenses associated with travel and subsistence allowances for training participants, trainers' fees, rental of training facilities, preparation and reproduction of training materials, and other activities reasonably incidental to the preparation and implementation of training activities.