GRANT NUMBER TF0B0083-HT

Support for Girls Access to Secondary Education in Haiti Single-Donor Trust Fund

Grant Agreement

(Additional Financing for Providing an Education of Quality in Haiti Project)

between

REPUBLIC OF HAITI

and

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND
THE INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Support for Girls Access to Secondary Education in Haiti Single-Donor Trust Fund

Dated June 5, 2019
GRANT NUMBER TF0B0083-HT

SUPPORT FOR GIRLS ACCESS TO SECONDARY EDUCATION IN HAITI
SINGLE-DONOR TRUST FUND
GRANT AGREEMENT

AGREEMENT dated June 5, 2019, entered into between:

REPUBLIC OF HAITI ("Recipient"); and

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"),
acting as administrator of the Support for Girls Access to Secondary Education in Haiti
Single-Donor Trust Fund.

WHEREAS (A) the Recipient having satisfied as the feasibility and priority of the Project
described in Schedule 1 to this Agreement, has requested the World Bank, acting as
administrator of the Trust Fund, to extend a grant in an amount of eighteen million Dollars
($18,000,000) to assist in the financing of the Project; and

(B) the Recipient acknowledges that as of the date of this Agreement, the Trust Fund has
made available a grant in the amount of two million Dollars ($2,000,000) as provided in
Section 3.01 of the Agreement, and that the World Bank will increase the grant amount for
the Project up to eighteen million Dollars ($18,000,000) if and when the Trust Fund has
made available additional funds for such purpose.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

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

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

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the Project. To this
end, the Recipient shall through: (a) MENFP carry out Parts 1, 2, 3 and 4 of the
Project; and (b) the Coordinating Authority carry out Part 5 of the Project; all in
accordance with the provisions of Article II of the Standard Conditions and 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 two million United States Dollars ($2,000,000) ("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 donor 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 donor 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. The Additional Condition of Effectiveness consists of the following:

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

(b) The Additional Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled.

4.02. The Effectiveness Deadline is the date of ninety (90) days after the Signature Date.
Article V
Recipient’s Representative; Addresses

5.01. The Recipient’s Representative is its Minister of Economy and Finance.

5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s address is:

Ministère de l’Économie et des Finances
Palais des Ministères
5, Ave Charles Sumner/Turgeau
Port-au-Prince
République d’Haïti; and

(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:
(+509) 229 917 32 cabinet@mef.gouv.ht

5.03. For purposes of Section 7.01 of the Standard Conditions: (a) The World Bank’s address is:

International Bank for Reconstruction and Development and
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the World Bank’s Electronic Address is:

Telex: Facsimile: E-mail:
248423 (MCI) 1-202-477-6391 aabreu@worldbank.org
AGREED at Port-au-Prince, Haiti, as of the day and year first above written.

REPUBLIC OF HAITI

By

Authorized Representative

Name: RONALD GREY DECEMBRE
Title: MINISTER OF ECONOMY AND FINANCE

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Support for Girls Access to Secondary Education in Haiti Single-Donor Trust Fund

By

Authorized Representative

Name: ANABELA ABreu
Title: COUNTRY DIRECTOR FOR HAITI
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) strengthen public management of the education sector; (b) improve learning conditions in selected public and non public primary schools; and (c) support enrollment of students in selected public and non public primary schools.

The Project consists of the following parts:

Part 1: Improving Institutional Capacity and Governance

Strengthening the technical capacity of the relevant units within the MENFP (including, the directorates of primary education, education and partnership, professional training and planning and external cooperation) to improve service delivery and overall educational governance, through, inter alia: (a) refining and piloting the QAS; (b) developing an education management information system incorporating QAS generated data; (c) designing and administering learning assessment of public and non public primary schools ; and (d) strengthening the relevant MENFP directorates’ overall institutional planning and budgeting practices.

Part 2: Supporting Access to Quality, Public Primary Education in Poor Communities

1. Improving primary educational services in Community School Management Committees (CSMCs) in Selected Departments, by developing and implementing school improvement activities through the provision of Community Education Grants to, carry out the following activities, including, inter alia: (a) constructing and rehabilitating and maintaining public primary school buildings; (b) financing teacher salaries; (c) purchasing school supplies, materials and equipment; (d) providing training in school management to relevant staff; and (e) financing student’s tuition; all selected pursuant to the criteria and procedures as set forth in the Project Operational Manual.

2. Improving access to primary education in Beneficiary Public Primary Schools, through, inter alia: (a) assessing the learning conditions and outcomes of said Beneficiary Public Primary Schools using the QAS; (b) designing improvement plans; (c) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; (d) developing and implementing information and communication activities for school directors, school officials and other relevant stakeholders; (e) providing food rations, deworming and nutritional supplements to students; (f) providing School Improvement Grants for inter alia: (i) carrying out small rehabilitation and
maintenance works; and (ii) purchasing school materials, uniforms and furniture; and (g) establishing and implementing children and parent clubs in public schools aimed at addressing gender disparities through, *inter alia*, creating spaces for learning life skills and carrying empowerment and role model activities.

**Part 3: Supporting Access to Quality, Non Public Primary Education in Poor Communities**

1. (a) Providing Student Enrollment Grants to Non Public Primary Schools Management Committees (NPPSMCs) in Selected Departments, to finance student’s tuition expenses under the Tuition Waiver Program; and (b) carrying out communication activities to raise awareness among non public primary schools’ officials and other stakeholders about said Tuition Waiver Program and the Quality Education Access Program under Part 3.2 below.

2. (a) Design and implementation of a results-based financing program (Quality Education Access Program or QEAP), through, *inter alia*: (i) carrying out an assessment of the learning conditions and outcomes of selected non public primary schools in Selected Departments; (ii) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; and (iii) establishing and implementing children and parent clubs in public schools aimed at addressing gender disparities through, *inter alia*, creating spaces for learning life skills and carrying empowerment and role model activities; and (b) providing QEAP Grants to NPPSMCs.

**Part 4: Project Management, Monitoring and Evaluation**

Provision of support to MENFP’s for Project implementation, monitoring and evaluation through, *inter alia*: (a) strengthening MENFP’s existing monitoring and evaluation systems; (b) carrying out impact evaluations of the Project; (c) financing of Operating Costs; (d) carrying out of the Project audits; and (e) the carrying out of independent external technical verifications in respect of the activities under Parts 3.1(a) and 3.2(b) of the Project.

**Part 5: Contingency Emergency Response**

Providing support upon occurrence of an Eligible Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall: (a) operate and maintain, throughout Project implementation, a Project Implementation Unit (the PIU) within MENFP, with qualified and experienced staff in sufficient numbers, as well as with adequate funds, facilities, services and other resources, and responsible for the procurement, financial management, environmental and social, and monitoring and evaluation aspects of the Project, all acceptable to the World Bank; and (b) ensure that any staff of the PIU financed out of the proceeds of the Financing is selected and hired in accordance with the Procurement Regulations.

B. Implementation Documents

1. The Recipient shall, carry out, the Project in accordance with the Project Operational Manual, which consists of different schedules setting forth, respectively, rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

   (a) the detailed description of Project implementation activities, their sequencing and the prospective timetable and benchmarks in relation thereto;

   (b) the Project administrative, accounting, auditing, reporting, financial and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;

   (c) the eligibility criteria and mechanisms for selecting: (i) the CSMCs; (ii) the NPPSMCs; (iii) the Beneficiary Public Primary Schools; (iv) the specific activities under Part 2.1 and Part 2.2(f) of the Project financed through the pertinent Sub-grant; and (v) the Selected Departments;

   (d) the conditions, verification protocol and disbursement procedures for the disbursement of Sub-grants;

   (e) the ESMF and RPF;

   (f) the plan for capacity building and training activities under the Project;
(g) the plan for the monitoring, evaluation and supervision of the Project;

(h) the performance indicators for the Project;

(i) the standardized models of Sub-grant Agreements and Conditional Grant Agreements; and

(j) the QAS.

2. In the event that any provision of the Project Operational Manual shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

3. The Project Operational Manual may only be amended from time to time in consultation with, and prior approval of, the World Bank.

C. Sub-grants

1. For purposes of carrying out: (a) Part 2.1 of the Project, the Recipient, through MENFP, shall enter into an agreement (Community Education Grant Agreement) with the pertinent CSMC; and (b) Part 2.2(f) of the Project, the Recipient, through MENFP, shall enter into an agreement (School Improvement Grant Agreement) with the pertinent Beneficiary Public Primary School; all under the terms and conditions satisfactory to the World Bank and set forth in paragraph 2 below.

2. Upon approval of the specific activities under Part 2.1 and Part 2.2(f) to be financed by the pertinent Sub-grant, and prior to the carrying out of any said activities by the corresponding CSMC or Beneficiary Public Primary School, as the case may be, the Recipient shall have entered into the pertinent Sub-grant Agreement under the terms and conditions acceptable to the World Bank, which shall include inter alia:

(a) The Recipient’s right to protect its interests and those of the World Bank, including the right to:

(i) require the pertinent CSMC or Beneficiary Public Primary School to:

(A) carry out the pertinent activities with due diligence and efficiency and in accordance with: (1) sound technical, economic, financial, and managerial standards acceptable to the World Bank; (2) the ESMF and RPF; and (3) all the relevant terms and conditions of this Agreement (including the provisions of the Anti-Corruption
Guidelines applicable to recipients of grant proceeds other than the Recipient);

(B) when applicable, provide promptly as needed, the resources required for the purpose of carrying out the pertinent activities;

(C) procure the goods, works and consulting services to be financed out of the pertinent Sub-grant in accordance with the provisions of Section III of this Agreement;

(D) maintain policies and procedures adequate to enable the Recipient to monitor and evaluate the pertinent activities under Parts 2.1 and 2.2(f) of the Project in accordance with indicators acceptable to the World Bank, the progress of the pertinent activity 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 activities under Parts 2.1 and 2.2(f) of the Project; and (2) at the World Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to 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 pertinent activities, 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; and

(ii) suspend or terminate the right of the pertinent CSMC, or Beneficiary Public Primary School, as the case may be, to use the proceeds of the pertinent Sub-grant, for the carrying out of the activities under Parts 2.1 and 2.2(f) of the Project, respectively, or obtain a refund of all or any part of the amount of said Sub-grant then withdrawn, upon the CSMC or Beneficiary Public Primary
Schools', as the case may be, failure to perform any of their obligations under the pertinent Sub-grant Agreement.

3. The Recipient shall exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing.

4. Except as the World Bank shall otherwise agree, the Recipient shall not amend, terminate, assign, abrogate, waive or fail to enforce any Sub-grant Agreement or any provision thereof.

5. In the event that any provision of any Sub-grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

D. Conditional Grants

1. The Recipient, through MENFP, shall:

   (a) for purposes of carrying out: (i) Part 3.1(a) of the Project, enter into an agreement (Student Enrollment Grant Agreement) with the pertinent NPPSMC; and (ii) Part 3.2(b) of the Project, enter into an agreement (QEAP Grant Agreement) with the pertinent NPPSMC; all under terms and conditions satisfactory to the World Bank;

   (b) ensure that Conditional Grants are provided to each NPPSMC in accordance with the requirements and operating guidelines set forth in the Project Operational Manual;

   (c) unless otherwise agreed by the World Bank, no later than twelve (12) months from the Effective Date, or any other later date agreed by the World Bank, hire an independent verification agent, under terms of reference acceptable to the World Bank to carry out the verification of compliance with the conditions set forth in the Project Operational Manual for the disbursement of Conditional Grants, all pursuant to the verification protocol and disbursement procedures set forth in the Project Operational Manual;

   (d) cause said independent verification agent to, no later than July 15 of each calendar year, prepare and furnish to the World Bank, a report of such scope and in such detail as the World Bank shall reasonably request, on the results of the verification of compliance of the conditions mentioned under paragraph (c) above covering the last twelve (12) months prior to the date of presentation of each such report; and
(e) exercise its rights and carry out its obligations under each Conditional Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree, not amend, terminate, assign, abrogate, waive or fail to enforce any Conditional Grant Agreement or any provision thereof.

2. In the event that any provision of any Conditional Grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

E. Safeguards

1. The Recipient, through MENFP, shall carry out the Project in accordance with the Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF), as applicable.

2. The Recipient, through MENFP, shall not amend, suspend, abrogate, repeal or waive any provisions of the ESMF or RPF without the prior written approval of the World Bank.

3. Without limitation to the provisions established in paragraphs 1 and 2 above, the Recipient, through MENFP, shall ensure and/or cause the pertinent CSMC or Beneficiary Public Primary School, through the respective Sub-grant Agreement, to ensure that prior to the carrying out any activities under Parts 2.1 and 2.2(f) of the Project, the pertinent CSMC or Beneficiary Public Primary School, as the case may be, develops, adopts and implements specific environmental management plans and/or resettlement action plans (if any of said activities involve Displaced Persons), satisfactory to the World Bank, as required by, the ESMF and RPF.

4. The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the World Bank following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Safeguards Policies then in force, as applied to the advice conveyed through such consultancy.

5. The Recipient shall ensure that no Financing proceeds are used to finance land acquisition.

F. Contingent Emergency Response

1. In order to ensure the proper and timely implementation of Part 5 of the Project aimed to provide immediate response to potential Eligible Emergency, the Recipient shall take all actions required on its behalf to ensure that Part 5 of the Project is carried out in accordance with the following provisions:
(a) The Recipient shall:

(i) prepare and furnish to the World Bank for its review and approval, a draft of the Emergency Response Operational Manual setting forth detailed implementation arrangements for Part 5 of the Project, including: (A) designation of, terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing Part 5 of the Project ("Coordinating Authority"); (B) specific activities which may be included under Part 5 of the Project, the Emergency Expenditures required therefor and the proposed procedures for such inclusion; (C) financial management arrangements under Part 5 of the Project; (D) procurement methods and eligibility procedures for Emergency Expenditures to be financed under Part 5 of the Project; (E) the documentation required for withdrawals of Emergency Expenditures; (F) environmental and social safeguard management frameworks or plans for Part 5 of the Project, consistent with the World Bank’s policies on the matter and the provisions of Section E of this Section I; and (G) any other arrangements necessary to ensure proper coordination and implementation of Part 5 of the Project;

(ii) afford the World Bank a reasonable opportunity to review and comment on the Emergency Response Operational Manual;

(iii) thereafter, promptly adopt the Emergency Response Operational Manual as shall have been approved by the World Bank;

(iv) from time to time, submit recommendations to the World Bank for its consideration for changes and updates of the Emergency Response Operational Manual, as they may become necessary or advisable during Project implementation to allow, if and as necessary, the inclusion of activities under Part 5 of the Project to respond to an Eligible Emergency;

(v) ensure that Part 5 of the Project is carried out in accordance with the Emergency Response Operational Manual; provided, however, that in the event of any inconsistency between the provisions of the Emergency Response Operational Manual and this Agreement, the provisions of this Agreement shall prevail; and
(vi) not amend, suspend, abrogate, repeal or waive any provision of the Emergency Response Operational Manual without the prior approval by the World Bank.

(b) The Recipient shall, throughout the implementation of Part 5 of the Project, maintain the Coordinating Authority, with staff in adequate numbers and with qualifications and resources satisfactory to the World Bank.

2. The Recipient shall undertake no activities under Part 5 of the Project unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the World Bank a request to include said activities in Part 3 of the Project in order to respond to said Eligible Emergency, and the World Bank has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the Emergency Response Operations Manual, the World Bank has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

G. 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”).

H. Donor Visibility and Visit

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

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donor 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. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank, in accordance with the provisions of Section III of this Schedule.

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 as part of the Project Report not later than forty-five (45) days after the end of each calendar semester, covering the semester, 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 audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

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 and August 2018 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement
Plan”) 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 Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Training and Workshops and Operating Costs for Parts 1, 2.2 (except 2.2(f), and 2.2(e)), 3.1(b), 3.2(a) and 4 of the Project</td>
<td>1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under Parts 2.1 and 2.2(f) of the Project, respectively</td>
<td>500,000</td>
<td>100% pursuant to each Sub-grant Agreement</td>
</tr>
<tr>
<td>(3) Conditional Grants under Parts 3.1(a) and 3.2 (b) of the Project</td>
<td>500,000</td>
<td>100% pursuant to each Conditional Grant Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>2,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made:
   
   (a) prior to the Signature Date;
   
   (b) under category (3) unless the conditions for providing the pertinent Conditional Grant set forth in the Project Operational Manual, have been met in a manner acceptable to the World Bank; and

2. The Closing Date referred to in Section 3.06 (e) of the Standard Conditions is October 30, 2022.

Section V. Other Undertakings

1. The Recipient shall, no later than ninety (90) days from Effectiveness Date, hire a gender specialist in form and substance acceptable to the World Bank.

2. No later than one (1) month before the beginning of each fiscal year, the Recipient shall prepare and furnish and annual work plan (Annual Work Plan) for that fiscal year, satisfactory to the World Bank, including the activities to be carried out under the Project during said fiscal year. Said Annual Work Plan may be modified from time to time during the fiscal year, with prior approval of the World Bank.
APPENDIX

Section I. Definitions

1. “Additional Financing” means the credit made by the Association to the Recipient in support of the Project in accordance with the terms set forth in the Additional Financing Agreement.

2. “Additional Financing Agreement” means the agreement between the Recipient and the Association dated ____________ for purposes of providing the Additional Financing for the Project.

3. “Annual Work Plan” means the Recipient’s plan referred to in Section IV.2 of Schedule 2 to this Agreement, as said plan may be revised from time to time with the prior consent of the World Bank.


5. “Beneficiary Public Primary School” means a school located in any of the Selected Departments which is vested with legal personality and meets the criteria to participate in the Project, as outlined in the Project Operational Manual.

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

7. “Community Education Grant” means a grant made out of the proceeds of the Financing, by the Recipient, through the MENFP to a CSMC, to finance goods, works, consulting services, non-consulting services, Training and Workshops, teacher salaries, and Operating Costs, for the carrying out of the activities under Part 2.1 (b) of the Project.

8. “Community Education Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent CSMC, pursuant to Section I.C.1 (a) of Schedule 2 to this Agreement.

9. “Conditional Grant” means any Student Enrollment Grant and/or any QEAP Grant.

10. “Conditional Grant Agreement” means any Student Enrollment Grant Agreement or QEAP Grant Agreement.
11. “Contingent Emergency Response” means the operational response carried out under Part 5 of the Project.

12. “Coordinating Authority” means the Recipient’s entity, ministry or agency responsible for coordinating and implementing Part 5 of the Project.

13. “CSMC” means Community School Management Committee, a school management committee of a community located in a Selected Department which provides primary education services, is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Operational Manual.

14. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.


16. “Emergency Response Operations Manual” means the operations manual to be adopted by the Recipient for Part 5 of the Project in accordance with the provisions of Section I.F.1(a)(i) of Schedule 2 to this Agreement.

17. “ESMF” means the Recipient’s environmental and social management framework, acceptable to the World Bank disclosed in the Recipient’s territory on March 22, 2019 and on the World Bank’s external website on March 15, 2019, setting forth, inter alia, details of a program of environmental and social actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and/or social impact, or reduce such impact to acceptable levels, along with the procedural and institutional measures needed to implement such actions, the guidelines for protection of natural habitats, forests and physical cultural resources, and the guidelines for the preparation and implementation of environmental/social management plans, as said framework may be amended from time to time with the prior consent of the World Bank.


19. “Involuntary Resettlement” means the involuntary taking of land resulting in: (a) standard of living adversely affected; or (b) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (c) access to productive assets adversely affected, temporarily or permanently; or (d) business,
occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

20. "MENFP" means Ministère de l'Éducation Nationale et de la Formation Professionnelle, the Recipient’s Ministry of Education and Vocational Training, or any successor thereto.

21. "NPPSMC" means Non Public Primary School Management Committee, a school management committee of a non public primary school located in a Selected Department which is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Project Operational Manual.

22. "Operating Costs" means reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project implementation, consisting of, communication costs, office supplies and equipment maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project (but excluding consulting services and salaries of officials of the Recipient’s civil service).

23. "Original Financing Agreement" means the financing agreement for the Project between the Recipient and the Association, dated December 20, 2016, as amended to the date of this Agreement (D123-HT).

24. "Original Project" means the Project described in the Original Financing Agreement as amended pursuant to Section IV of Schedule 2 to this Agreement.

25. "PIU" means the unit, referred to in Section I.A of Schedule 2 to this Agreement, or any successor thereto acceptable to the World Bank.


27. "Project Operations Manual" means the Recipient’s manual dated April 4, 2019, acceptable to the World Bank, referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the World Bank.

28. "QAS" means “Quality Assurance System” a pilot system of the MENFP which aims at measuring key dimensions of school learning conditions (including, inter alia: infrastructure, water and sanitation, leadership, pedagogy) and providing tools to assess student learning, and corresponding standards, and governed by existing MENFP’s regulations.
29. "QEAP Grant" means grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student’s tuition expenses under Part 3.2(b) of the Project, upon meeting the conditions for grant disbursement and following the verification protocol and disbursement procedures set forth in the Project Operations Manual.

30. "QEAP Grant Agreement" means any of the agreements to be entered into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(ii) of Schedule 2 to this Agreement.

31. "RPF" means the Recipient’s resettlement policy framework, acceptable to the World Bank disclosed in the Recipient’s territory on March 22, 2019 and on the World Bank’s external website on March 15, 2019, which sets forth, inter alia, the principles and objectives governing resettlement preparation and implementation, and a description of the process for preparing and approving resettlement action plans under the Project.

32. "Safeguard Policies" means the World Bank’s environmental and social safeguards operational policies and procedures (OPs/BPs) 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, set forth in the World Bank’s Operational Manual and applicable to the Project.

33. "School Improvement Grant" means a grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a Beneficiary Public Primary School, to finance goods and works for the carrying out of the activities under Part 2.2(c)(iv) of the Project, subject to specific terms and conditions set forth in the relevant School Improvement Grant Agreement.

34. "School Improvement Grant Agreement" or Lettre d’Engagement de l’Ecole Fondamentale Publique means any of the agreements to be entered into by the Recipient and the pertinent Beneficiary Public Primary School pursuant to Section I.C.1 (b) of Schedule 2 to this Agreement.

35. "Selected Departments" means any political subdivision of the Recipient which meets the criteria set forth in the Project Operational Manual to participate in the Project.

36. "Signature Date" means the later of the two dates on which the Recipient and the World Bank signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.

38. “Student Enrollment Grant” means grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student’s tuition expenses under Part 3.1(a) of the Project, upon meeting the conditions for grant disbursement and following verification protocol and disbursement procedures set forth in the Project Operations Manual.

39. “Student Enrollment Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(i) of Schedule 2 to this Agreement.

40. “Sub-grant” means any Community Education Grant and/or any School Improvement Grant.

41. “Sub-grant Agreement” means any Community Education Grant Agreement or School Improvement Grant Agreement.

42. “Training and Workshops” means the reasonable costs, as shall have been approved by the World Bank, for training and workshops, conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers and speakers, rental of training and workshop facilities, preparation and reproduction of training materials, and other costs directly related to training course or workshop preparation and implementation (but excluding goods and consulting services).

43. “Tuition Waiver Program” means the Recipient’s tuition waiver program, dated September 2007 consisting of providing tuition waivers to non public schools.