OFFICIAL DOCUMENTS

GRANT NUMBER D280-GM

Financing Agreement

(Education Sector Support Program Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
GRANT NUMBER D280-GM

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE GAMBIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 a grant, deemed by the Association to be on concessionary terms, as set forth or referred to in this Agreement, in an amount equivalent to twenty million six hundred thousand Special Drawing Rights (SDR 20,600,000) (“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 III of Schedule 2 to this Agreement.

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

2.04. The Payment Dates are February 15 and August 15 in each year.

2.05. 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 in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following:
(a) the Project Implementation Manual has been adopted in accordance with Section I.B of Schedule 2 to this Agreement; and

(b) the Co-financing Agreement has been executed and delivered, and all conditions precedent to the effectiveness or to the right of the Recipient to make withdrawals under said Co-financing Agreement have been fulfilled.

4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.03. For purposes of Section 10.05 (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 (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

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

(b) the Recipient’s Electronic Address is:

Facsimile:

+2204227954

5.03. For purposes of Section 11.01 of the General Conditions:

(a) The Association’s address is:

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

(b) The Association’s Electronic Address is:

Facsimile:

1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF THE GAMBIA

By

[Signature]

Authorized Representative

Name: Amadou Sanni

Title: Minister

Date: 20-04-18

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Louise Cord

Title: Country Director

Date: April 20, 2018
SCHEDULE 1

Project Description

The objectives of the Project are to increase access to ECD and basic education and improve the quality of teaching and learning.

The Project consists of the following parts:

Part A: Enhancing Access to ECD and Basic Education

1. *Expanding the network of Basic and ECD classrooms.* (a) construction of ECD classrooms, including also the construction of toilets and provision of classroom furniture; (b) construction of LBS and UBS classrooms in rural areas, including also the construction of toilets and the provision of classroom furniture, as well as water points; (c) a fund for special needs modifications; and (d) provision of donkey carts to transport students to schools in targeted communities.

2. *Expanding Opportunities and Access for Out of School Children.* (a) a Targeted Conditional Cash Transfer (TCCT) program in select districts for children in vulnerable households from ages 7 through 12 in exchange for school attendance; (b) provision of Conditional Cash Transfers (CCT) to koranic centers on the condition that basic literacy and numeracy are delivered; (c) a feasibility study of options for provision of Second Chance Education in targeted communities, possible models for a pilot, implementation of a pilot program based on the findings from the feasibility study; and (d) support for sensitization campaigns and consultations to convey the benefits of education to village and religious leaders, villagers, and parents in targeted communities, and to better understand community needs through citizen engagement.

Part B: Improving Quality of Teaching and Learning

1. *Curriculum Revision and Implementation.* The implementation of a revised curriculum for ECD, LBS, and UBS, with a focus on English, science, and mathematics, including: (a) development of key competencies, learning goals and minimum standards (for ECD only); (b) provision of accompanying instructional and learning materials; (c) sensitization and training of teachers, school directors, and cluster monitors responsible for curriculum delivery; and (d) monitoring and evaluation to ensure systematic introduction and evaluation of the revised curriculum.

2. *Improved Teacher Training and Professional Development.* The development of a strategic framework and coherent policy for pre-service and in-service teacher training which views teacher education along a continuum, including:
(a) **Pre-Service Training:** (i) introduction of an externally reviewed and overseen teacher competency test to evaluate graduating teachers which maps onto the teacher training standards in the revised curriculum; (ii) an external review of the revised curriculum and delivery model; (iii) improvements to the curriculum based upon the findings of the evaluation; and (iv) linkages to the in-service teacher training; and

(b) **In-Service Training:** (i) analysis of the current in-service teacher training on offer; (ii) development of a structured framework for Continuous Professional Development (CPD) curriculum; (iii) development of standards and a strategic five-year plan for their operationalization; (iv) development of compulsory and optional training modules; and (v) internal and external quality assurance.

3. **Teacher Recruitment and Deployment.** (a) strategic planning for matching supply and demand of teachers in the education sector; (b) payment of Student Teacher Stipends for non-salaried Diploma in Education and Advanced Diploma in Education trainees at Gambia College; (c) Tuition Scholarships for University of the Gambia students with strong mathematics and science skills who agree to become teachers at the senior secondary level; and (d) Hardship Allowances for teachers in schools more than 3 kilometers from the main road in Regions 3-6, with additional top-up pay for females.

**Part C: Technical and Institutional Support**

1. **Strengthening Capacity for Data Driven Decision Making.** Capacity building for MOBSE and MOHERST staff in evidence-based decision making in the education sector, including: (a) enhancing the system for monitoring of student outcomes and distribution of the results; (b) developing a unified Education Management Information System (EMIS) system between the MOBSE and MOHERST and providing support for an annual exercise to collect and analyze education statistics; (c) funding of a service delivery indicators (SDI) exercise to provide a regional benchmark of service delivery performance in the education sector; and (d) enhancing the capacity of MOBSE and MOHERST staff to support data driven policies at the national level.


3. **Project Management and Institutional Support.** Financing of PCU consultants’ salaries and Operating Costs to coordinate the Project; capacity development for MOBSE and MOHERST staff.
Section I. Implementation Arrangements

A. Institutional Arrangements

1. Senior Management Team ("SMT")

   (a) The Recipient shall, at all times during Project implementation, maintain a senior management team ("SMT") with mandate, resources and composition satisfactory to the Association. Without limitation to the generality of the foregoing, the SMT shall comprise, among others, the ministers, the permanent secretaries, the deputy permanent secretaries and directors of MOBSE and the MOHERST and the PCU manager.

   (b) The SMT shall be responsible for setting the policy direction for the education sector, reviewing Project implementation and providing overall strategic guidance.

2. Ministry of Basic and Secondary Education ("MOBSE")

   (a) MOBSE is responsible for overall Project implementation.

   (b) The Recipient shall, throughout Project implementation, maintain the PCU within MOBSE, with mandate, resources and composition acceptable to the Association.

   (c) The PCU shall be responsible for the day-to-day implementation of the Project and for overall Project coordination, including: (i) maintenance of accounting records and preparation of financial statements; (ii) preparation of Annual Work Plans and Budgets and the interim un-audited financial reports; (iii) processing payment requests; (iv) facilitating the financial audits; (v) procurement; and (vi) construction supervision.

   (d) Without limitation to sub-paragraph (c) above, the construction program manager in the PCU shall supervise all construction activities of the Project in coordination with the procurement officer, financial controller, and the Project manager. The construction program manager shall be responsible for: (i) the review of standard plans for school construction, taking into account special requirements of the multi-grade schools, and incorporating necessary modifications to accommodate children with physical disabilities; (ii) monitoring and evaluation of construction activity; and (iii) monthly reporting of the construction monitors' observations in the field.
B. Project Implementation Manual

(a) The Recipient shall:

(i) prepare a Project manual and furnish it to the Association for review;

(ii) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and

(iii) thereafter adopt such Project manual as shall have been approved by the Association ("PIM").

(b) The PIM shall address: (i) Project administration and management including the structures of SMT and PCU; (ii) procurement management, including procedures for procuring goods and works and the selection of consultants; (iii) financial management, including accounting system and procedures, funds flow mechanism, audit and financial statements and reports; (iv) detailed implementation arrangements and procedures of major activities, including the new activities to be implemented in the Project, including (without limitation) Second Chance Education, intervention for out-of-school children, revised community-based ECD, and special needs education; and (v) monitoring and evaluation procedures and arrangements for the project including methods, roles and responsibilities, reporting and donor supervision.

(c) Specific chapters of the PIM shall also contain detailed implementation arrangements and responsibilities for each of the Benefit Programs, including, inter alia: (i) the procedures for carrying out monitoring and evaluation and financial requirements thereof; (ii) organizational structure for implementation thereof; (iii) the criteria for identification, registration and selection of each of the beneficiaries thereof; (iv) the requirements to be fulfilled by said relevant beneficiaries and the mechanisms for verification of compliance with such requirements; and (v) detailed procedures for coordination and collaboration among the cooperating institutions and other stakeholders in carrying out related activities.

(d) The Recipient shall ensure that the Project is carried out in accordance with the PIM, and shall not amend or waive any of its provisions without the prior written agreement of the Association.

(e) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.
C. Annual Work Plan and Budget

(a) The Recipient shall, not later than December 15 in each year of Project implementation, prepare and furnish to the Association, a plan of activities proposed for inclusion in the Project during the following calendar year, including: (i) a detailed timetable for the sequencing and implementation of said activities; (ii) the types of expenditures required for such activities and a proposed financing plan for such expenditures, including counterpart financing; and (iii) all Safeguard Instruments required for said activities pursuant to Section I.D of this Schedule and the measures proposed to be carried out under each of said Safeguard Instruments.

(b) The Recipient shall exchange views with the Association on each such proposed annual work plan and budget, and shall thereafter, provide the required financing for, and carry out such plan of activities for said following year as shall have been agreed between the Recipient and the Association (“Annual Work Plan and Budget”).

(c) Only those activities which are included in an Annual Work Plan and Budget shall be included in the Project and eligible for financing out of the Financing.

(d) The Recipient shall ensure that in preparing any Training proposed for inclusion in the Project under an Annual Work Plan and Budget, it shall include in the proposed Annual Work Plan and Budget: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and said personnel if already known.

D. Safeguards

1. Except as otherwise agreed in writing by the Association, the Recipient shall implement the Project in accordance with the Safeguards Instruments.

2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Safeguard Instruments or any provision thereof without prior approval in writing by the Association, subject to the same approval requirements as applicable to the adoption of the said instruments.

3. In cases of any activity requiring the adoption of an EMP or RAP or ARAP, the Recipient shall proceed to have such EMP or RAP or ARAP, as the case may be: (a) prepared in accordance with the ESMF or RPF, as the case may be; (b) submitted to the Association for review and approval; (c) thereafter adopted,
prior to implementation of the activity; and (d) thereafter, take such measures as shall be necessary or appropriate to comply with the requirements of such EMP or RAP or ARAP, as the case may be, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation prior to the commencement of the carrying out of any civil works.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association on a quarterly basis reports in form and substance satisfactory to the Association on the status of compliance with the ESMF, RPF, and EMPs, RAPs and ARAPs, if any, giving details of:

(a) measures taken in furtherance of such ESMF, RPF, and EMPs and RAPs and ARAPs, if any;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, and EMPs, RAPs and ARAPs, if any; and

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for Parts A and B of the Project (other than Benefits Programs)</td>
<td>7,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services and Operating Costs for Benefits Programs</td>
<td>4,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consulting services and Operating Costs for Part C of the Project</td>
<td>4,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>4,200,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>20,600,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
   
   (a) for payments made prior to the Signature Date; or
   
   (b) under Category 1, until the Co-financing has been fully disbursed.

2. The Closing Date is December 31, 2022.
IV. **Additional Covenants**

A. **Benefit Programs**

(a) The MOBSE shall appraise, approve and monitor the implementation of the Benefit Programs under the Project in accordance with the provisions of this Section IV.A and the PIM.

(b) No proposed Benefit Programs shall be eligible for financing under the Project unless the MOBSE has determined, on the basis of an appraisal conducted in accordance with the PIM, that the proposed Benefit Programs satisfy the eligibility criteria set forth in the PIM.

B. **External Auditor**

The Recipient shall, no later than six (6) months after the Effective Date, recruit an external independent auditor, with qualifications and under terms of reference acceptable to the Association, to conduct annual financial audits of the Project.
APPENDIX

Definitions

1. "Abbreviated Resettlement Action Plan" and "ARAP" each means, for a given Project activity (including Sub-project) for which an abbreviated resettlement action plan is required pursuant to the RPF, said plan to be prepared by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.

2. "Advanced Diploma in Education" means a diploma permitting the holder to teach at the upper basic level and includes diplomas formerly known as Higher Teacher Certificates (HTC).

3. "Affected Persons" means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; and "Affected Person" means any of the Affected Persons.

4. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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.

5. "Benefit Programs" means, collectively, Student Teacher Stipends, Hardship Allowances, TCCTs, and CCTs associated with this Project.

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

7. "CCT" means the conditional cash transfer program supporting religious leaders in koranic schools under Part A.2 of the Project in accordance with Section IV.A of Schedule 2 to this Agreement and the PIM.


9. "Co-financing" means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of five million United States Dollars ($5,000,000), to be provided by the Co-financier to assist in financing the Project.
10. "Co-financing Agreement" means the agreement to be entered into on the same date of this Agreement between the Recipient and the Co-financier providing for the Co-financing.

11. "CPD" or "Continuous Professional Development" means a program for teachers to develop skills, knowledge and experience throughout their career.


13. "EMP" and "Environmental Management Plan" each means, for a given Project activity (including Sub-project) for which an environmental management plan is required pursuant to the ESMF, said plan prepared by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.

14. "ESMF" and "Environmental and Social Management Framework" each means the Recipient’s environmental and social management framework for the Project, disclosed in the Recipient’s territory and by the Association on its website on February 7, 2018.


16. "Hardship Allowance" means a hardship allowance provided to eligible teachers under Part B.3 of the Project in accordance with Section IV.A of Schedule 2 to this Agreement and the PIM.

17. "LBS" or Lower Basic Schools” means schools enrolling students from grades 1 to 6.

18. "MOBSE" means the Recipient’s ministry responsible at the time for basic and secondary education, and any successors thereto.

19. "MOBSE Communications Strategy” means the strategy entitled “Ministry of Basic and Secondary Education (MOBSE) Communications Strategy” dated February 2017, carried out by the MOBSE to support the education sector’s strategic initiatives through the procurement of equipment, materials, publishing, dissemination, logistics and administration.

20. "MOHERST" means the Recipient’s ministry responsible at the time for higher education, research, science and technology and any successors thereto.

21. “Operating Costs” means the operating costs incurred for the purposes of the implementation of the Project, including office supplies, utilities, consumables, rental charges, bank charges, advertising expenses, travel, per diems,
accommodation, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient's civil service.

22. "PCU" means the Project Coordination Unit, established by the Recipient within MOBSE in accordance with Section I.A.2 of Schedule 2 to this Agreement.

23. "PIM" or "Project Implementation Manual" means the manual for the implementation of the Project to be adopted by the Recipient in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

24. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 16, 2017 and on behalf of the Recipient on October 31, 2017.


26. "RAP" and "Resettlement Action Plan" each means, for a given Project activity (including Sub-project) for which a resettlement action plan is required pursuant to the RPF, said plan prepared by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.

27. "Region" means each of the 6 geographical areas of the Recipient's territory as defined by the Recipient.


29. "Safeguards Instruments" means, collectively, the ESMF, RPF, EMP, RAP and/or ARAP.

30. "Second Chance Education" means a program targeted to children above an age to be specified in the PIM who have left the school system or never attended.

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

32. "SMT" and "Senior Management Team" each means the team to be established by the Recipient in accordance with Section I.A.1 of Schedule 2 to this Agreement.
33. "Student Teacher Stipends" means the payments made by MOBSE to eligible student teachers under Part B.3 of the Project in accordance with Section IV.A of Schedule 2 to this Agreement and the PIM.

34. "TCCT" means the targeted conditional cash transfer program supporting students under Part A.2 of the Project in accordance with Section IV.A of Schedule 2 to this Agreement and the PIM.

35. "Training" means the reasonable cost associated with the participation of personnel involved in Project supported training activities, workshops and study tours, including travel and subsistence costs for training, workshops and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation.

36. "Tuition Scholarships" means the scholarships provided to eligible students under Part B.3 of the Project in accordance with paragraph IV.A of Schedule 2 to this Agreement and the PIM.

37. "UBS" or "Upper Basic Schools" means schools enrolling students from grades 7 to 9.