Ebola Recovery and Reconstruction Trust Fund
Grant Agreement
(Pooled Fund for Basic Education Project)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as Administrator of the Ebola Recovery and Reconstruction Trust Fund)

Dated \text{July 21}, 2015
ERRTF GRANT NUMBER TF0A0171

EBOLA RECOVERY AND RECONSTRUCTION TRUST FUND
GRANT AGREEMENT

AGREEMENT dated

AGREEMENT dated July 21, 2015, entered into between
REPUBLIC OF GUINEA ("Recipient"); and INTERNATIONAL DEVELOPMENT
ASSOCIATION ("World Bank"), acting as administrator of the Ebola Recover and
Reconstruction Trust Fund.

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 described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall,
through the Ministry of Pre-University Education and Literacy ("MEPU-A"), carry
out the Project 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 equal to one million United States Dollars (US$1,000,000) ("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
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(i) The AFD Cofinancing Agreement or the UNICEF Cofinancing Agreement has failed to become effective by the Co-financing Deadline; provided that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

(ii) Subject to sub-paragraph (iii) of this paragraph, the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the AFD Cofinancing Agreement or the UNICEF Cofinancing Agreement.

(iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation, termination or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the AFD Cofinancing Agreement or the UNICEF Cofinancing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient’s obligations under this Agreement.
Article V
Effectiveness; Termination

5.01. 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 Recipient has adopted the Project Implementation Manual in form and substance acceptable to the World Bank.

(c) The Recipient has signed the contracts for the procurement specialist and financial management specialist.

(d) The Recipient has adopted the annual action plan and budget for the Project for the first year of Project implementation.

(e) The GPE Grant Agreement has become effective.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, 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, executed and delivered on behalf of, and is legally binding upon, the Recipient, in accordance with its terms.

5.03. 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 5.01 ("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.

5.04. 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 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 VI
Recipient’s Representative; Addresses

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

6.02. The Recipient’s Address is:

Ministry of Economy and Finance
BP 579
Conakry
Republic of Guinea

6.03. The World Bank’s Address is:

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at Conakry, Republic of Guinea, as of the day and year first above written.

REPUBLIC OF GUINEA

By

[Signature]

Authorized Representative

Name: Mohamed Niare,
Title: Minister of State, Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as Administrator of the Ebola Response and Recovery Trust Fund)

By

[Signature]

Authorized Representative

Name: Cheick Fantamady Kante
Title: Country Manager for Guinea
SCHEDULE 1

Project Description

The objectives of the Project are to (i) improve access and learning in basic education and literacy for under-served populations; (ii) strengthen MEPU-A’s capacity in evidence-based management; and (iii) support the implementation of the education sector’s short-term Ebola strategic response plan.

The Project consists of the following parts:

Part 1: Equity and Access in Education

1.1 Support to the Recipient to improve coverage, efficiency and equity in access to basic education for children through: (a) school infrastructure including the construction of new classrooms, latrines, water points, and the provision of furniture; (b) strengthening of civil works planning, implementation of strategic planning and improved monitoring; and (c) Operating Costs.

1.2 Support to the Recipient to improve health and hygiene standards of primary school environment through: (a) the construction and rehabilitation of latrines and water points; (b) the procurement and distribution of hand-washing kits; and (c) Operating Costs.

1.3 Support to the Recipient to improve non-formal education, increase literacy and reduce the number of children out of school through: (a) the implementation of functional literacy campaigns; (b) development and delivery of workshops programs for Animators, teachers, and pedagogical advisers; (c) the adaptation of the curriculum (d) purchasing of teaching and learning materials; and (e) Operating Costs.

Part 2: Quality of Teaching and Learning Conditions

2.1 Support to the Recipient to enhance the quality of teaching and learning conditions in In-Service and Pre-Service Training Strategies and Institutions through provision of consultants’ fees, technical assistance, goods and equipment, Training, and Operating Costs.

2.2 Support to the Recipient to increase the availability of teaching and learning materials in Preschool Centers, Primary Schools and Lower Secondary Schools through: (a) the provision of regular textbooks and teacher guides for Primary, Lower Secondary Schools and Teacher Training Colleges; (b) the provision of low cost reading and writing books; (c) the provision of resources for Teacher Training Colleges and universities; and (d) the strengthening of the Textbooks Distribution and Delivery and Monitoring Mechanism.
2.3 Support to the Recipient to improve accountability, incentives and decentralization and School-Based Management of the Education Sector through: (a) Subgrants to Eligible Beneficiaries; (b) Subgrants to Eligible Schools (c) Performance-Based Subgrants for Schools; (d) Production and Dissemination of School Report Cards; (e) Performance-Based Incentives for Teachers; (f) expansion of the activities of Inspectors and pedagogical advisors; and (g) provision of equipment and Operating Costs.

Part 3: Strengthened Management and Governance in Education

3.1 Support to the Recipient to strengthen the Monitoring and Evaluation System of the Education Sector and capacity for Evidence-Based Policy and Strategic Decision-Making, continued implementation of Human Resource Management and preparation of Analytical Work through: (a) technical assistance and consultancy fees; (b) capacity building activities and workshops; (c) data collection including a number of Sample-Based Assessments and Surveys, and (d) Operating Costs.

3.2 Support to the Recipient for the establishment and effective management of the Pooled Fund by the MEPU-A and the coordination of the ESP2 by all line Ministries in charge of education, including support for the Ministry in the implementation of the Public Financial Management Reforms through the strengthening of the capacities of the DAF and of the use of program budgeting and MTEF, through (a) provision of equipment and furniture; (b) Training; (c) acquisition and maintenance of vehicles; (d) supplies; (d) communication costs; (d) Operating Costs as well as technical assistance and the salary of Resident Experts (with the exception of salaries of civil servants).
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall vest overall responsibility for implementation in the Ministry of Pre-University Education and Literacy (“MEPU-A”).

2. Interdepartmental Steering and Coordination Committee

   (a) The Recipient shall, not later than three (3) months after the Effective Date, establish and, at all times during Project implementation, maintain a steering and coordination Committee with composition and terms of reference satisfactory to the World Bank (Interdepartmental Steering and Coordination Committee or CIPIC).

   (b) The CIPIC will be chaired by the State Minister of the Sector and be composed of the Ministers of Education, or their representatives, as well as representatives of Ministries in charge of Finance, Budget and Public Services.

   (c) The CIPIC will meet twice a year to ensure proper implementation of the ESP2 and consultation of all stakeholders.

3. National Strategic Education Committee

   (a) The Recipient shall, not later than three (3) months after the effective date, establish, and at all times during Project implementation maintain, a strategic education committee (National Strategic Education Committee or CSNE).

   (b) The CSNE will be composed of SGs of line ministries in charge of education, representatives of the prime minister, partner ministries, the lead representative of the donors and LEG.

   (c) The CSNE shall meet quarterly and be responsible for (i) ensuring the compliance of Budgeted Annual Plans with the ESP2 objectives and of the implemented activities with the selected strategies; (ii) approving the budgeted annual plans and progress reports; and (iii) assessing the effectiveness of these strategies and suggesting adjustments when necessary.
4. **Coordination Committee of the ESP2**

(a) The Recipient shall, not later than 3 months after the effective date, establish, and at all times during Project implementation maintain, a sector level coordination committee for the coordination of ESP2 (*Coordination Committee of the ESP2*).

(b) The Coordination Committee of ESP2 will be composed of a coordinator and an administrative secretariat and will rely on the MTEF and M&E units of MEPU-A to prepare annual plans as well as technical and financial reports.

5. **Project Coordination Unit**

(a) The Recipient shall establish and, at all times during Project implementation, maintain a project coordination unit (PCU), under the authority of the SG of MEPU-A, in which it shall vest responsibility for day-to-day management of the Project.

(b) The PCU shall be composed of (a) a Coordinator; (b) an Assistant Coordinator (c) a Financial Management Specialist to be assisted by an Accountant; (d) a Procurement Specialist to be assisted by a Procurement Assistant; (e) an M&E Specialist; (f) a part-time Environmental and Social Expert and (g) an Administrative Assistant.

(c) The Recipient shall, no later than six months after the Effective Date, recruit and retain a part-time Environmental and Social Expert to work under the responsibility of the Coordinator.

(d) The PCU shall be responsible for overall management of the Pooled Fund.

6. **Technical Focal Points**

(a) Coordination of technical activities under each Part of the Project shall be the responsibility of one Technical Focal Point: (i) The DNEE for Part 1; (ii) the IGE for Part 2; and (iii) the MTEF for Part 3.

(b) Technical departments within MEPU-A will be responsible for the implementation of the activities within their functional mission (including budgeted action plans, TORs, oversight, technical and reporting).

(c) The Project shall finance targeted, time bound technical assistance for each Technical Focal Point and technical departments.
The MEPU-A shall prepare competencies transfer plans to formalize the functional relationships between experts and counterparts provided

The MEPU-A shall, within three months of the Effective Date, recruit a consultant to support the elaboration of the detailed competencies transfer plans in collaboration with the experts and aligned with the basic skills of the counterparts.

B. Project Implementation Manual

1. (a) The Recipient shall carry out the Project in accordance with the Project Implementation Manual; and (b) except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof, without having first obtained the prior written approval of the World Bank.

2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Action Plans and Budgets

1. Each year the Recipient shall prepare and submit to the National Strategic Education Committee and then to the World Bank for approval, a draft annual action plan (including Training and Operating Costs), and budget (including related cash forecasts) for the Project, for each subsequent year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall furnish to the World Bank, as soon as available, but in any case not later than November 30 of each year, the annual action plans and budgets, for their review and approval. Only the activities included in an annual action plan and budget expressly approved by the World Bank (each an “Annual Action Plans and Budgets”) are eligible to a financing from the proceeds of the Grant.

3. Training shall be carried out on the basis of Annual Action Plans and Budgets, which shall, inter alia, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and estimated duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Action Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior approval.
D. **Subgrants**

1. The Recipient shall make Subgrants available to Eligible Beneficiaries and Eligible Schools to finance Subprojects under Part 2.3 of the Project, to be selected in accordance with eligibility criteria and selection procedures acceptable to the World Bank and reflected in the Project Implementation Manual.

2. The Recipient shall make such Subgrants available to the Eligible Beneficiaries and Eligible Schools under Subgrant Agreements, each to be entered into between the DSEE and/or the DPE (on behalf of the Recipient) and each Eligible Beneficiary or Eligible School.

3. The Recipient shall make such Subgrants available to Eligible Beneficiaries and Eligible Schools in accordance with eligibility criteria and selection procedures, as well as terms and conditions acceptable to the World Bank and reflected in the Project Implementation Manual.

4. Subprojects shall be selected in accordance with eligibility criteria and selection procedures acceptable to the World Bank, and reflected in the Project Implementation Manual.

5. The Recipient shall also make Performance-Based Subgrants available to Eligible Schools in accordance with such additional performance-based eligibility criteria and selection procedures, as well as terms and conditions, acceptable to the World Bank and reflected in the Project Implementation Manual.

6. The Recipient shall ensure that each such Subgrant Agreement under the Project shall comply with the form and substance of the template included in the Project Implementation Manual.

7. Each Subgrant Agreement shall include the following terms and conditions and other such conditions as may be specified in the Project Implementation Manual.

   (a) The Subgrant shall be provided on a non-reimbursable grant basis;

   (b) the Recipient shall require each Eligible Beneficiary or Eligible School to: (i) carry out Subprojects 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 (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Subgrant in accordance with the provisions of this Agreement; (iv) 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 Sub-project and the achievement of its objectives; (v) (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 Sub-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; (vi) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents; and (vii) 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

(c) The Recipient shall exercise its rights under each Subgrant 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, the Recipient shall not assign, amend, abrogate or waive any Subgrant Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall, not later than six (6) months after the Effective Date, adopt, and at all times during Project implementation comply with, the Safeguards documents.

2. The Recipient shall ensure that the Project is implemented in accordance with all guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents.

3. In particular, the Recipient shall ensure that:

(a) for each activity under the Project of a type for which the ESMF provides that ESMP must be prepared, such ESMP, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed and consulted on, before the implementation of such activity, in accordance with the provisions of the ESMF, and that the relevant activity is implemented in accordance with its ESMP;

(b) for each activity under the Project of a type for which the RPF provides that a RAP should be prepared, such RAP, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with
the provisions of the RPF, and the relevant activity is implemented in accordance with its RAP.

4. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the World Bank, the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

6. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

F. 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 (“Anti-Corruption Guidelines”).

G. 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 month after the end of the period covered by such report.
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 forty five (45) days 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 audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year during which the first withdrawal was made. The audited Financial Statements for each period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting-services and consultants’ 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:


   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the
Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:
   
   (a) Limited International Bidding;
   
   (b) National Competitive Bidding, subject to the following additional provisions:
       
       (i) Bidding documents acceptable to the World Bank shall be used.

       (ii) Eligibility to participate in a procurement process and to be awarded a World Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process.

       (iii) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids.

       (iv) No margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation.

       (v) Joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is
later, to prepare and submit bids. Bids shall be submitted in a single envelope.

(vi) An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written World Bank concurrence.

(vii) All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank's prior written concurrence.

(viii) Qualification criteria shall be applied on a pass or fail basis.

(ix) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities.

(x) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(xi) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance;

(c) Shopping;

(d) Direct contracting;

(e) Community Participation procedures which have been acceptable to the World Bank.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of UN Agency; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Selection of Individual Consultants; and (j) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

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

Section IV. **Withdrawal of 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 “World Bank Disbursement Guidelines for Projects” dated May 2006, 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:
### 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 May 15, 2016.

<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, and consultants’ services under Part 1(2) of the Project</td>
<td>1,000,000</td>
<td>18%</td>
</tr>
</tbody>
</table>

TOTAL 1,000,000
APPENDIX

1. “Accountant” means the civil servant recruited by the PCU to support the work of the Financial Management Expert and referred to in Part 1.A.6 of Schedule 2 to this Agreement.

2. “Adaptation of Curriculum” means adapting curriculum to use harmonized N'KO and Koranic characters and innovative teaching methods such as REFLECT, use of local language, and pedagogical strategies for accelerated learning.


4. “AFD Cofinancing” means an amount of eleven million (€11,000,000) Euros provided by AFD.

5. “AFD Cofinancing Agreement” means the agreement executed between the Recipient and AFD for the purposes of providing the AFD Cofinancing.

6. “Affected Persons” means a person who, on account of the execution of an activity under the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; “Affected Persons” means all such persons.

7. “Animators” means individuals hired by the MEPU-A to carry out literacy campaigns.

8. “Annual Action Plans and Budgets” means the annual action plans and budgets for the implementation of the Project approved by the World Bank, referred to in Section I.C of Schedule 2 to this Agreement.


10. “Assistant Coordinator” means the civil servant assisting the Coordinator, and referred to in Part 1.A.5 of Schedule 2 to this Agreement.

11. “Co-financiers” means AFD and UNICEF.

12. “Sector Coordinator” means the person in charge of the sector-level coordination of the ESP2.
13. "Capacity Building Activities" means activities aimed at strengthening skills such as training, workshops etc.

14. "Co-financing Deadline" means the Effective Date or such later date as the World Bank has established by notice to the Recipient.

15. "Coordination Committee of the ESP2" and "Coordination Sectorielle du PSE2" each means the entity mentioned in Section 1.A.4. of Schedule 2 to this Agreement.

16. "Coordinator" means the civil servant in charge of the PCU, referred to in Part 1.A. 5 of Schedule 2 to this Agreement.

17. "Delivery Mechanisms" means the mechanisms employed to deliver textbooks to schools.

18. "Division of Financial Affairs" and "DAF" each means the entity referred to in S.1.A.5 of Schedule 2 to this Agreement.


20. "DPE" means Direction Préfectorale de l’Éducation, the Recipient’s prefectoral directorate for education.

21. "DSEE" means Déléguation Scolaire de l’Enseignement Élémentaire, the Recipient’s division for primary education.

22. "Eligible Beneficiary" means a Decentralized MEPU-A Structure that meets the targeting and eligibility criteria to receive a Subgrant under Part 2.3 of the Project.

23. "Eligible School" means a school that meets the targeting and eligibility criteria to receive a Subgrant under Part 2.3 of the Project.

24. "Environmental and Social Management Framework" or "ESMF" means the Recipient’s document, to be prepared and disclosed in accordance with World Bank Environmental and Social Policies, as maybe amended from time to time subject to prior written consent from World Bank, outlining, inter alia, (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening.

25. "Environmental and Social Management Plan" means each Recipient’s document to be prepared and disclosed in accordance with the Environmental and Social
Management Framework with respect to an activity included in an Annual Work Plans and Budgets, that describes *inter alia*: (i) the measures to be taken during the implementation and operation of such activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (ii) the actions needed to implement these measures.

26. "ESP2" means the Recipient’s Second Education Sector Plan

27. "Evidence-Based Policy and Strategy Design, Decisions and Reforms" means policy decision-making informed by data and rigorous analytical work.

28. “Fiscal Year” means the Recipient’s fiscal year beginning on January 1 and ending on December 31 of the same calendar year.

29. “GPE” means the Global Partnership for Education administered by the Association.

30. “GPE financing” means an amount equivalent to thirty seven million eight hundred thousand United States Dollars (US$37,800,000) to be provided by the GPE for the purposes of the Project.

31. “GPE Grant Agreement” means the grant agreement to be executed by the Recipient and the World Bank for the purposes of providing the GPE Cofinancing.

32. “IGE” means the *Inspection Generale de l’Education*, the Recipient’s general education inspectorate.

33. “Inspectors” means individuals employed by MEPU-A responsible for school oversight.

34. “Interdepartmental Steering and Coordination Committee”, “Le Comité interministériel de pilotage et de coordination” and “CIPC” each means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.

35. “LEG” means Local Education Group.

36. “Ministry of Pre-University Education and Literacy (MEPU-A)” means the Recipient’s ministry responsible for pre-university education and literacy.

37. “NAFA Learners” means students enrolled in non-formal education centers.

38. “National Strategic Education Committee”, “Comité Stratégique National de l’Éducation” and “CSNE” each means the entity mentioned in Section I.A.3 of Schedule 2 to this Agreement.
39. “Operating Costs” means reasonable incremental expenses incurred by the Recipient based on Annual Action Plans and Budgets, on account of Project Implementation, management, monitoring and evaluation including the costs for utilities and supplies, fuel, insurance, maintenance of vehicles, etc.

40. “Performance-Based Subgrants for Schools” means subfinancing provided to Schools to finance Subprojects under Part 2.3 of the Project.

41. “Performance-Based Incentives for Teachers” means awards, certificates, in-kind benefits given to teachers in recognition of good performance.

42. “Pooled Fund” means the financial mechanism established by the Recipient for the purposes of coordinating the financing of the Project.

43. “Primary and Lower Secondary Education Levels” means the levels of public education targeted by the Project.

44. “Procurement Assistant” means a civil servant or consultant in the absence of the appropriate corresponding profile in the civil service responsible for supporting the Procurement Specialist in the PCU, referred to in Section 1.A.5 (b) of Schedule 2 to this Agreement.

45. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 13, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

46. “Project Coordination Unit” or “PCU” means the entity referred to in Section 1.A.6 of Schedule 2 to this Agreement.

47. “Project Implementation Manual” means the Recipient’s manual adopted to guide the implementation of the Project in accordance with Section 1.B of Schedule 2 to this Agreement, containing guidelines on the overall organization and implementation arrangements for the Project, as well as eligibility criteria and selection procedures for Subgrants under Part 2.3 of the Project.


49. “Resident Experts” means full time consultants recruited by the Recipient for the entire period of Project implementation to support the MEPU-A for specific technical capacities in the areas of procurement, financial management, planning
and statistics, medium term expenditures frameworks and human resource management.

50. "Results and Performance Based Subgrants" means sub-financings provided to Eligible Beneficiaries and Eligible Schools to finance Subprojects.

51. "Resettlement Action Plan" means the Recipient’s document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to an activity included in an Annual Work Plan and Budget, which, inter alia: (i) contains the findings of a census survey of Affected Persons and valuation of their assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with potentially Affected Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation; and (iii) contains a timetable and budget for the implementation of such measures.

52. "Resettlement Policy Framework" or "RPF" means the Recipient’s document to be prepared and disclosed in accordance with World Bank Environmental and Social Policies, as may be amended from time to time subject to prior written consent from World Bank, containing guidelines, procedures, timetables and other specifications for inter alia the provision of compensation, rehabilitation and resettlement assistance to Affected Persons.

53. “Safeguard Documents” means collectively, the Environmental and Social Management Framework, the Resettlement Policy Framework, as well as the Environmental and Social Management Plans, Environmental and Social Assessment and Resettlement Action Plans prepared for specific activities carried out under the Project, if any.

54. "Sample-Based Assessments" means learning outcomes assessments carried out on a sample of the underserved populations.

55. "School-Based management of the Education Sector" means management of education service delivery at the school level.

56. "School Report Cards" means reports of a school’s results shared with communities, parents and students.

57. "School Visits" means visits to schools covered by the Project.

58. "SG" means Secretary General of the Recipient’s line ministries; "SGs" means multiple Secretaries General.

60. “Surveys” means data collection activities referred to in Part 3.1 of the Project.

61. “Subgrants for Eligible Beneficiaries” means sub-financing provided to Eligible Beneficiaries to finance Subprojects under Part 2.3 of the Project in accordance with the terms and requirements set forth in the Project Implementation Manual.

62. “Subgrants for Eligible Schools” means sub-financing provided to Eligible Schools to finance Subprojects under Part 2.3 of the Project in accordance with the terms and requirements set forth in the Project Implementation Manual.

63. “Subprojects” means activities, including small works, financed by Subprojects carried out under Part 2 of the Project in accordance with the terms and requirements of the Project Implementation Manual.

64. “Teacher Training Colleges” means institutions delivering training to future Teachers.

65. “Technical Focal Points” means the entities mentioned in Section 1.A.7 of Schedule 2 to this Agreement.

66. “Textbooks Distribution” means the process of distributing textbooks.

67. “Training” training activities carried on under the Project, based on Annual Action Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

68. “Training Program” means a program comprised of Training.


70. “UNICEF Cofinancing” means an amount equivalent to one million United States Dollars (US$1,000,000) to be provided by UNICEF for the purposes of the Project.

71. “UNICEF Cofinancing Agreement” means the agreement to be executed between the Recipient and UNICEF for the purposes of providing the UNICEF Cofinancing.