Global Partnership for Education Fund
Grant Agreement

(Education and Institutional Strengthening 2 Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as Trustee of the Global Partnership for the Education Fund

Dated March 5, 2015
GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT

AGREEMENT dated [Date]. 2015, entered into between:

REPUBLIC OF TOGO ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as Trustee of the Global Partnership for Education Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the 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 carry out the Project through the MEPS 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 twenty-seven million eight hundred thousand United States Dollars ($27,800,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

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

Article IV  
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely that the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

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 established the Project Steering Committee in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.
(c) The Recipient has recruited the project coordinator, procurement specialist, financial management specialist, accountant, and monitoring and evaluations specialist, all in accordance with the provisions of Section I.A.3(b)(i) of Schedule 2 to this Agreement.

(d) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

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. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred and twenty day (120) 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 is its minister responsible for finance.

6.02. The Recipient's Address is:

Ministère de l’Économie et des Finances
Immeuble CASEF
B.P. 387
Lomé - Togo

Facsimile:

(228) 22 21 09 05

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

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
AGREED at Lome, Togo, as of the day and year first above written.

REPUBLIC OF TOGO

By

[Signature]

Authorized Representative

Name: Adjiri Gheb Ayassa
Title: Minister of Economy and Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as Trustee of the Global Partnership for Education Fund

By

[Signature]

Authorized Representative

Name: Hervé Assah
Title: Country Manager for Togo
SCHEDULE 1
Project Description

The objectives of the Project are to: (i) improve the quality of teaching and learning in early grades of primary schools; and (ii) strengthen access and equity in primary schools, particularly in deprived prefectures.

The Project consists of the following parts:

Part A: Improving Quality in Pre-Primary and Primary Education

Carrying out a program of activities to improve quality in pre-primary and primary education, including, *inter alia*:

1. (a) Finalization of curricula and quality and durable textbooks and teacher’s guides for pre-primary education; (b) finalization of curricula, implementation of said curricula, and finalization and provision of quality and durable textbooks and teacher’s guides for first grade education; (c) development of curricula, implementation of said curricula, and development and provision of quality and durable textbooks and teacher’s guides for second grade education; (d) development of curricula and development of quality and durable textbooks and teacher’s guides for third grade education; and (e) upgrading of the pre-service training program at the ENIs.

2. (a) Provision of training in the use of curricula, textbooks and teacher’s guides provided in Parts 1(a), (b) and (c) above to relevant teachers; (b) provision of learning materials and books to DF and to the ENIs constructed under the Education and Institutional Strengthening Project; (c) carrying out of assessment of teacher competencies and classroom practices, including time-on-task and teacher-student interactions; and (d) carrying out of a program of awareness campaigns for proper implementation of the reorganization of the primary education structure.

3. (a) Provision of grants to promote good education outcomes in primary schools and support primary schools located in Select Disadvantaged Prefectures and (b) enhancement of the Recipient’s education research capacity through the promotion of research and dissemination of education research findings.

Part B: Strengthening Access and Equity in Primary Education

Carrying out a program of activities to strengthen access and equity in primary education, including, *inter alia*:

1. Construction of approximately (a) eighty standard modules of three classrooms per module and one hundred and sixty blocks of three latrines each, in Select
Disadvantaged Prefectures, each combination of works for each construction site as further detailed in the Project Implementation Manual; and (b) twenty boreholes in Select Disadvantaged Prefectures.

2. Promotion of gender equity in education in four select prefectures through (a) carrying out of gender-in-education sensitization programs; (b) provision of uniforms for female students in primary schools; (c) provision of sanitary kits for fifth and sixth grade female students in primary schools; and (d) establishment of financial incentives program for schools with the highest female access and retention rates in primary schooling.

Part C: Strengthening Education Service Delivery

Carrying out a program of activities to strengthen education service delivery, including, inter alia:

1. Carrying out a program of activities aimed at: (a) strengthening the capacity of the COGEPs to (i) supervise the construction of classrooms, the purchase of uniforms for girls, and the distribution of sanitary kits; (ii) manage the school grants; and (iii) monitor overall school activities; and (b) strengthening the School Inspectorates through the (i) modification of school inspection reports and automatic data entry sheets; (ii) implementation of a performance-based incentives program to increase the frequency of school visits and quality of school inspections; and (iii) provision of electronic tablets to School Inspectorates to facilitate record-keeping.

2. Carrying out a program of activities to assess the implementation of the new curricula, referred to in Part A.1.

3. Implementation of a program of activities to develop the institutional capacity of MEPS, DSCE, DCDE and the Project Coordination Unit in the coordination, management and monitoring of the Project, including procurement, preparation of financial audits and periodic evaluations.
Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Primary and Secondary Education (MEPS)

MEPS shall be responsible for overall Project implementation and management.

2. Project Steering Committee

(a) The Recipient shall establish and maintain, at all times during the implementation of the Project, a project steering committee with a mandate, composition and resources satisfactory to the World Bank ("Project Steering Committee").

(b) Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the Project Steering Committee shall be chaired by the secretary-general of MEPS or his or her representative and shall be comprised of, *inter alia*, within MEPS, the directors responsible for financial affairs, training, pre-primary education, primary education, education planning and evaluation, secondary education, human resources, and all regional directors of education; within MASPFA, the director of literacy and informal education; the fiduciary staff of the PCU; and two select non-governmental organizations.

(c) The Project Steering Committee shall meet at least twice annually and shall be responsible for Project oversight, including, *inter alia*: (i) reviewing the proposed Annual Work Plans and Budgets for the Project, reviewing the draft annual implementation and audit reports, as well as the Procurement Plan prepared by the Project Secretariat; (ii) overseeing overall implementation and performance of the Project and providing policy guidance; and (iii) identifying necessary Project adjustments based on monitoring and evaluation results.

3. Project Coordination Unit

(a) The Recipient shall maintain within, MEPS, at all times during Project implementation, a Project coordination unit, with composition, terms of reference and resources satisfactory to the World Bank ("Project Coordination Unit" or “PCU”).

(b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the Project Coordination Unit shall at all times: (i) be comprised of
qualified and experienced personnel in adequate numbers, and to this end, the Recipient shall recruit, in accordance with the provisions of Section III of this Schedule 2, a project coordinator, a procurement specialist, a financial management specialist, an accountant, a monitoring and evaluations specialist and an environmental and social safeguards specialist; all with qualifications, experience, and terms of reference acceptable to the World Bank; and (ii) be responsible for day-to-day Project coordination and implementation, including, *inter alia*: (A) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Project Steering Committee’s review; (B) carrying out all Project financial management and procurement activities; and (C) monitoring and evaluating the Project.

4. **Directorate of School Construction and Equipment (DCES)**

The Recipient shall dedicate and retain, throughout the implementation of the Project, qualified staff in the DCES in adequate numbers with resources and terms of reference satisfactory to the World Bank, to carry out the day-to-day supervision of the Sub-projects to be carried out under Part B.1 of the Project.

5. **Division of Community Development and Environment (DDCE)**

The Recipient shall dedicate and retain, throughout the implementation of the Project, qualified staff in the DDCE established within the DPEE in adequate numbers with resources and terms of reference satisfactory to the World Bank, to carry out the capacity building activities for the COGEPs who are Sub-project Grant beneficiaries, for the purpose of enhancing the management capacity of said COGEPs in the implementation of the Sub-projects to be carried out under Part B.1 of the Project.

B. **Anti-Corruption**

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

C. **Project Implementation Manual**

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the World Bank, a Project implementation manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) Sub-projects and School Grants; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on the proposed Project implementation manual, and shall thereafter adopt such manual as shall have been approved by the World Bank ("Project Implementation Manual").

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and shall not amend, abrogate, waive the aforementioned, or any provision thereof, without the prior written consent of the World Bank.

4. 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.

D. Annual Work Plans and Budget

1. Not later than September 30, in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the World Bank a draft annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall afford the World Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the World Bank ("Annual Work Plan and Budget"). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, inter alia, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (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 duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the World Bank's prior written approval.

E. Sub-projects

1. The Recipient shall make grants to eligible COGEPs for Sub-projects ("Sub-project Grants") in accordance with eligibility criteria and procedures set forth in
the Project Implementation Manual and acceptable to the World Bank, which shall include the following:

(a) No proposed Sub-project shall be eligible for financing under a Sub-project Grant to a COGEP unless the Recipient shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the Project Implementation Manual, that:

(i) the proposed Sub-project: (A) is a community-led school construction and equipping project; (B) is technically, economically and financially feasible and environmentally sound; and (C) if, pursuant to the ESMF or RPF, one or more Supplemental Safeguard Instruments for the Sub-project are required, such Supplemental Safeguard Instruments have been prepared and approved by the World Bank in accordance with the provisions of paragraph (c) of this Section I.G.1 and all measures required to be taken in accordance with Section I.G of Schedule 2 to this Agreement prior to commencement of the activities covered by the Safeguard Instruments have been taken; and

(ii) the relevant COGEP: (1) is a legal entity established and operating under the laws of the Recipient with the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project; and (2) has prepared a satisfactory implementation plan and has established a comprehensive record keeping system.

(b) The maximum amount for each Sub-project Grant to a COGEP shall not exceed the equivalent of sixty-one thousand dollars ($61,000).

2. The Recipient shall make available each Sub-project Grant under an agreement to be entered into between the Recipient (acting through MEPS) and the eligible COGEP on terms and conditions satisfactory to the World Bank (the "Sub-project Agreement"), which shall include the following:

(i) the Sub-project Grant shall be made on a non-reimbursable grant basis;

(ii) the eligible expenditures related to the Sub-project that may be financed out of the proceeds of the associated Sub-project Grant shall be identified;
(iii) the Recipient shall obtain rights adequate to protect the Recipient’s interests and those of the World Bank, including the right to:

(A) require the COGEP beneficiary to:

(1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial and environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of financing proceeds other than the Recipient and any assessment and plan that may be required pursuant to the ESMF and RFP, and maintain adequate records thereof;

(2) provide, promptly as needed, the resources required for the purpose;

(3) procure the goods, works and services to be financed out of the Sub-Project Grant in accordance with the provisions of this Agreement and the Project Implementation Manual;

(4) 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;

(5) (i) maintain a financial management system and prepare financial statements in accordance with standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (ii) 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;

(6) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents;
(7) 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

(8) promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the Sub-project, or the performance by the COGEP beneficiary of its obligations under the Sub-project Agreement; and

(B) suspend or terminate the right of the COGEP beneficiary to use the proceeds of the Sub-Project Grant, or obtain a refund of all or any amount of the Sub-project Grant then withdrawn, upon the failure by such COGEP to perform any of its obligations under the Sub-project Agreement.

2. The Recipient shall exercise its rights and carry out its obligations under each Sub-project Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Sub-project Grant, and, except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any of the Sub-project Agreements, or any provision thereof.

F. School Grants

3. The Recipient shall make grants to select primary schools in accordance with eligibility criteria and procedures set forth in the Project Implementation Manual and acceptable to the World Bank, which shall include a calculation based on a matrix incorporating the following:

(a) For a performance-based assessment, eligible schools shall demonstrate, *inter alia*:

(i) increase in student retention rate;

(ii) decrease in percentage of grade repeaters; and

(iii) increase in students test scores in national achievement examinations; and

(b) For an equity-based assessment, eligible schools shall demonstrate, *inter alia*:

(i) high student to classroom ratio;
(ii) low textbook to student ratio;

(iii) absence or insufficient presence of latrines, water and electricity in school;

(iv) high student to teacher ratio and/or high percentage of volunteer teachers;

(v) inaccessibility or non-continuous access to school grounds;

(vi) lack of or insufficient number classroom desks and chairs; and

(vii) high percentage of classrooms constructed with non-durable materials.

(c) Each eligible school shall: (i) be a legal entity established under the applicable laws of the Recipient; (ii) maintain a formal bank account in its name, to be managed by the applicable COGEP with an established commercial bank accessible to said COGEP and; (iii) prepare, prior to the school year, a budget approved by the School Inspectorate for said school year; (iv) having received a School Grant, prepare a budget implementation report at the end of the relevant school year.

(d) The maximum amount of School Grants to a single eligible school shall be a minimum of the equivalent of $400 and shall not exceed the equivalent of one thousand dollars ($1,000) annually or three thousand dollars ($3,000) in aggregate.

(e) Any School Grant which exceeds the equivalent of one thousand dollars ($1,000) annually, shall be subject to the World Bank’s prior written approval and shall only be eligible for financing under the Financing if and to the extent approved by the World Bank.

4. The Recipient shall ensure that all School Grants shall be used for the financing of pedagogical materials, school stationary, first aid medical kit, pedagogical activities or other expenditure, eligible only with the prior written consent of the World Bank.

G. Safeguards

1. The Recipient shall implement the Project in accordance with the relevant Safeguards Instruments, and shall, to that end:
(a) if any activity under the Project would require the adoption of any Supplemental Safeguard Instrument:

(i) prepare (A) such Supplemental Safeguard Instrument in accordance with the applicable ESMF or RPF; (B) furnish such Supplemental Safeguard Instrument to the World Bank for review and approval; and (C) thereafter adopt such Supplemental Safeguard Instrument prior to implementation of the activity; and

(ii) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Safeguard Instrument; and

(b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Safeguard Instrument prepared in accordance with the RPF including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Supplemental Safeguard Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with each Supplemental Safeguard Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of such Supplemental Safeguard Instrument;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Supplemental Safeguard Instrument; and

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

3. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

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 Donors' 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 Donors to visit any part of the Recipient's territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days 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 months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall, throughout Project implementation, maintain a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section II, the Recipient shall prepare and furnish to the World Bank, interim unaudited financial reports for the Project covering the quarter, not later than forty-five (45) days after the end of the period, in form and substance satisfactory to the World Bank.

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

4. The Recipient shall, no later than four (4) month after the Effective Date, recruit, in accordance with the provisions of Section III of this Schedule 2, an internal auditor with qualifications, experience and terms of reference acceptable to the Association.

5. In order to ensure the timely carrying out of the audits referred to in Section II.B.3 of this Schedule 2, the Recipient shall, not later than four (4) months after the Effective Date, recruit an external auditor in accordance with the provisions of Section III of this Schedule 2.
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:
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<tr>
<th>Procurement Method</th>
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<tbody>
<tr>
<td>(a) Limited International Bidding</td>
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<tr>
<td>(b) National Competitive Bidding, subject to the additional procedures set forth in paragraph 3 below</td>
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<td>(c) Shopping</td>
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<td>(d) Direct Contracting</td>
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<td>(e) Procurement from United Nations Agencies</td>
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<tr>
<td>(f) Community Participation in Procurement</td>
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3. **Requirements for the National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Recipient’s Procurement Code No. 2009-277/PR dated November 11, 2009, as revised from time to time in a manner deemed acceptable to the Association, subject, however, to the modifications described in the following paragraphs required for compliance with the Procurement Guidelines:

(a) Standard bidding documents acceptable to the World Bank shall be used for any procurement process under National Competitive Bidding;

(b) No domestic preference shall be given for domestic bidders and/or for domestically manufactured goods;

(c) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such criteria so specified shall be used to determine whether a bidder is qualified: (i) a contract shall be awarded to the qualified bidder offering the lowest-evaluated and substantially responsive bid; and (ii) bidders shall not be eliminated on the basis of minor, non-substantial deviations;

(d) In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, shall permit the World Bank, at its request, to inspect their accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed
by the World Bank; and (ii) the deliberate and material violation of such provision may amount to obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines; and

(e) Each bidding document and contract financed from the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The World Bank may sanction a firm or individual, at any time, in accordance with prevailing World Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded an World Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or service provider of an otherwise eligible firm being awarded an World Bank-financed contract.

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.

3. 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) Selection under a Fixed Budget; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Single-source Selection of consulting firms; and (e) Selection of Individual Consultants

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<th>Procurement Method</th>
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<td>(a) Selection under a Fixed Budget</td>
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<td>(d) Selection of Individual Consultants</td>
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<tr>
<td>(e) Single Source Selection Procedures for the Selection of Individual Consultants or Consulting Firms</td>
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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:

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<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>(1) Goods, non-consulting services, consultants' services, Training and Operating Costs under Parts A.1, A.2, A.3(a), A.3(b), B.2 and C of the Project</td>
<td>18,045,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) School Grants under Part A.3(a) of the Project</td>
<td>3,828,000</td>
<td>100% of amounts paid by the Recipient under the School Grants</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Sub-projects under Part B.1 of the Project</td>
<td>5,927,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>27,800,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement; or

(b) under Category (3), unless the Recipient has recruited: (i) the environmental and social safeguards specialist referred to in Section I.A.3(b) of this Schedule 2; and (ii) the civil engineer referred to in Section V.B of this Schedule 2.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is September 30, 2018.

Section V. Other Undertakings

A. Not later than four months after the Effective Date, the Recipient shall recruit, in accordance with the provisions of Section III of this Schedule 2, a resident technical assistant, with qualifications, experience and terms of reference acceptable to the World Bank, to support the DEP and the PCU in the design of curricula, textbooks and textbooks policy referred to in Part A of the Project.

B. Not later than four months after the Effective Date, the Recipient shall recruit, in accordance with the provisions of Section III of this Schedule 2, a civil works engineer with qualifications, experience and terms of reference acceptable to the World Bank to support the DSCE and the applicable COGEP in the implementation of school construction program referred to Part B.1 of the Project.
APPENDIX

Definitions

1. "Affected Person" means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) 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.

2. "Annual Work Plan and Budget" means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section LD of Schedule 2 to this Agreement.


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

5. "COGEP Order" means the Inter-Ministerial Order No. 007/MEF/MEPSA, dated July 2, 2010 issued by the Recipient organizing the committees of primary school management.

6. "Comité de Gestion de l'Ecole Primaire" or "COGEP" means a community-based primary school committee organized and established in accordance with the COGEP Order.


8. "DCES" means Direction des Constructions et Equipments Scolaires, the Recipient’s directorate in charge of school construction and equipment, established by the Recipient’s Arrête No. 606/MEPS/CAB/SG, portant organisation interne du ministere des enseignements primaire et secondaire, dated December 12, 2014, or any successor thereto.

9. "DDCE" means the division of community development and environment established within the DPEE.
10. "DEP" means Direction de l'Education Primaire, the Recipient's directorate of primary education established by the Recipient's Arrête No. 606/MEPS/CAB/SG, portant organization interne du ministère des enseignements primaire et secondaire, dated December 12, 2014, or any successor thereto.

11. "DPEE" means Direction de la Planification d'Education et d'Evaluation, the Recipient's directorate in charge of educational planning and evaluation, established by the Recipient's Arrête No. 606/MEPS/CAB/SG, portant organization interne du ministère des enseignements primaire et secondaire, dated December 12, 2014, or any successor thereto.

12. "Education and Institutional Strengthening Project Grant Agreement" means the agreement between the Recipient and the International Development Association, acting as administrator of the Education for All-Fast Track Initiative Catalytic Fund, dated October 29, 2010 (AIFA-FTI CTF Grant Number TF097340).


14. "Environmental and Social Management Framework" and "ESMF" mean the framework disclosed in the Recipient's territory on November 17, 2014 and at the World Bank's InfoShop on November 25, 2014, in form and substance satisfactory to the World Bank, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact, and such term includes any schedules to such document.

15. "Environmental and Social Management Plan" and "ESMP" mean a plan, approved by the World Bank for the Project, to be prepared by the Recipient, if as required by the ESMF, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and resettlement impacts, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the World Bank, and such term includes any schedules to such document.

16. "MASPFA" or "Ministère des Affaires Sociales, de la Promotion de la Femme et de l'Alphabétisation" means the Recipient's ministry responsible for social affairs and the promotion of women and literacy or any successor thereto.

17. "MEPS" or "Ministère des Enseignements Primaire et Secondaire" means the Recipient's ministry responsible for primary and secondary education or any successor thereto.
18. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.


20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated December 18, 2014 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.

21. "Project Implementation Manual" means the manual to be adopted in accordance with the provisions of Section 5.01(d) of this Agreement.

22. "Project Coordination Unit" means the unit established within MEPS in accordance with the Recipient's Arrete No. 533/MEPS, portant creation, organisation et fonctionnement de l' unite de coordination des projets, dated December 5, 2014.

23. "Project Steering Committee" means the steering committee to be established under the Project in accordance with Section I.A.2 of Schedule 2 to this Agreement.

24. "Resettlement Action Plan" and "RAP" mean the plan to be prepared by the Recipient and approved by the World Bank, in connection with any activity under the Project pursuant to the RPF (as hereinafter defined), defining a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding together with adequate institutional monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the plan, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the World Bank and subject to the initial consultation and disclosure requirements carried out on the RAP, and such term includes any schedules to such document.

25. "Resettlement Policy Framework" and "RPF" mean the document disclosed for the purposes of the Project, in the Recipient’s territory on November 17, 2014 and at the World Bank’s Infoshop on November 25, 2014, outlining the policies and
procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

26. “Safeguards Instruments” means the ESMF, the RPF and any Supplemental Social and Environmental Safeguard Instruments.

27. “School Inspectorate” means the Recipient’s educational inspection office in charge the supervision of pre-primary and primary schools at the prefecture level.

28. “School Grant” means a grant made or to be made by Recipient out of the proceeds of the Financing to a school under Part A.3(a) of the Project in accordance with the criteria set forth in Section I.F of Schedule 2 to this Agreement.

29. “Select Disadvantaged Prefectures” means the following: in the Recipient’s Plateaux region, the Agou, Akebou, Anie, Est Mono, Haho, Kpele, Moyen Mono, and Ogou prefectures; in the Recipient’s Centrale region, the Sotouboua, Tchamba, and Tchaoudjo prefectures; in the Recipient’s Kara region, the Dankpen and Keran prefectures; in the Recipient’s Savanes region, the Cinkasse, Kpendjal, Oti, Tandjoare, and Tone prefectures.


31. “Sub-project Grant” means a grant made or to be made by the Recipient out of the proceeds of the Financing to an eligible COGEP to finance a Sub-project under Part B.1 of the Project in accordance with the criteria set out in Section E of Schedule 2 to this Agreement.

32. “Sub-project” means a specific community development project to be carried out by a COGEP under Part B.1 of the Project under the criteria set forth in Section E of Schedule 2 to this Agreement.

33. “Sub-project Agreement” means an agreement to be entered into between the Recipient and a COGEP under which the Recipient shall provide a Sub-project Grant to said COGEP for the purpose of financing a Sub-project.

34. “Supplemental Safeguard Instruments” means any ESMP, RAP or other supplemental social and environmental safeguard instruments as required under the terms of the ESMF or RPF.
35. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.