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

between

REPUBLIC OF MALI

And

INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as Administrator of the Global Partnership for Education

Dated May 27, 2013
GLOBAL PARTNERSHIP FOR EDUCATION
GRANT AGREEMENT

AGREEMENT dated May 27, 2013, entered into between:

The REPUBLIC OF MALI (“Recipient”); and

The INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Global Partnership for Education (“GPE”) 

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions 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 Ministry of Education, Literacy, and Promotion of National Languages (“MEAPLN”) 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 forty one million seven hundred thousand United States Dollars ($41,700,000) ("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 GPE for which the World Bank receives periodic contributions from the donors to the GPE. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

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

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

(b) The Recipient has adopted the Project Implementation Manual (the "PIM") with terms and conditions satisfactory to the World Bank.

(c) The two Delegated Contract Management Agreements, in form and substance satisfactory to the World Bank, have been executed and delivered by the parties thereto.

4.02. As part of the evidence to be furnished pursuant to Section 4.01, 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 that on behalf of the Recipient, this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

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

Article V
Recipient’s Representative; Addresses

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

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

Ministry of Economy, Finances and Budget
BP 234
Bamako
Mali
Facsimile:
+ (223) 20221914

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

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) or INDEVAS 248423 (MCI) or
Washington, D.C. 64145 (MCI) 1-202-477-6391 1-202-477-6391
AGREED at Bamako, Mali, as of the day and year first above written.

REPUBLIC OF MALI

By

Authorized Representative

Name: Tiéna Coubibaly

Title: Minister of Finance

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

By

Authorized Representative

Name: Ousmane Diagana

Title: Country Director
SCHEDULE 1
Project Description

The objective of the Project is to increase access and improve the learning environment for affected students in targeted areas of the Recipient’s territory.

The Project consists of the following parts:

Part A. Increasing access to quality basic education services

Provision of works, goods and consultants’ services, including training to increase access and improve the learning environment of schools through:

A.1. School construction, rehabilitation and equipment, including: (i) the construction and equipment of new primary and secondary classrooms equipped with latrines and wells in the Selected Areas of the Recipient’s territory; (ii) rehabilitation of classrooms, including construction of blocks of latrines and wells, and distribution of students desks.

A.2. Provision of Grants for Beneficiary Schools under the Direct Support to Improve School Productivity scheme, including: (i) provision of support for school canteens and food for students, including displaced students; (ii) training of students-mothers and development of health activities in schools; and (iii) provision of school materials to girls with at least eighty percent (80%) monthly attendance.

Part B. Strengthening the technical and pedagogical capacity of the education system

Provision of goods and consultants’ services, including training and monitoring of the training program, to improve the academic learning environment through:

B.1. Provision of training to teachers in reading and mathematics, enhancing pedagogical advisors’ capacity to provide pedagogical support, and school directors’ management skills.

B.2. Pedagogical support to affected students through the provision of remedial courses consisting of: (i) training teachers in charge of remedial courses; (ii) organization of the remedial courses; and (iii) acquisition and distribution of school material kits to affected students.
Part C. Strengthening the administrative and monitoring capacity of the education system and Project management

Provision of goods and consultants' services, including Training and Operating Costs, to support the monitoring of teachers and students' attendance by the CGSs, to implement and expand the existing monitoring and evaluation system to the CAP level, and to support the Project management, through:

C.1. The setting-up of CGS in the new and existing primary schools and the provision to CAP of Grants for Beneficiary Schools under the Direct Support to Improve School Productivity scheme for distribution to selected schools based on the size of the school, and the number of its classrooms.

C.2. Support for the M&E system of MEAPLN.

C.3. Provision of goods, consultants' services, including audit and Training, and Operating Costs to the Recipient for purposes of Project management and implementation, including monitoring and evaluation.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Implementation Arrangements

1. The Recipient shall carry out the Project in accordance with the provisions set forth or referred in the Project Implementation Manual (the “PIM”) and shall not amend or waive any provision of the PIM if, in the opinion of the World Bank, such amendment or waiver could materially and adversely affect the implementation of the Project; provided that, in the event of any conflict between the provisions of the PIM and those of this Agreement, this Agreement shall prevail.

2. The Recipient shall implement Parts A.2 and C.1 of the Project in accordance with the provisions of the financial management section of the PIM as so adopted.

3. The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

3.1. Strategic Coordination

(a) The Recipient shall maintain the Segal with functions acceptable to the World Bank, including *inter alia*: (i) overall coordination of the Project; and (ii) management of the technical team.

(b) The Recipient shall maintain, throughout Project implementation, the *Conseil de Cabinet* with terms of reference acceptable to the World Bank. The *Conseil de Cabinet* shall provide guidance and oversee the overall implementation of the Project.

(c) The Recipient shall maintain, throughout Project implementation, the *Cadre Partenarial* with a structure and terms of reference acceptable to the World Bank.

3.2. Overall Technical Coordination

(a) The Recipient shall maintain, throughout Project implementation, the Planning and Statistical Unit (the “CPS”) with a structure and terms of reference acceptable to the World Bank. The CPS shall be responsible to carry out studies and collect data and information for the Project.
(b) The Recipient shall maintain, throughout Project implementation, the Direction of Finance and Procurement (the “DFM”) with adequate financial and human resources to be responsible for all the fiduciary aspects of the Project.

(c) The Recipient shall enter into, and thereafter maintain throughout the implementation of the Project, a delegated contract management agreement (“Delegated Contract Management Agreement”) in form and substance satisfactory to the World Bank with each of the two contract managers (“Contract Managers”), respectively, selected in accordance with Section III of this Schedule, pursuant to which they shall be responsible for the implementation of Part A(1) of the Project.

(d) The Delegated Contract Management Agreements shall each include, inter alia, the following provisions:

(A) the obligation of the Contract Manager to:

(i) carry out its activities under the Delegated Contract Management Agreement to which it is a party 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, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient and in accordance with the relevant provisions of the PIM;

(ii) maintain policies and procedures, which are adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the activities carried out under the Delegated Contract Management Agreement to which it is a party;

(iii) maintain a financial management system and prepare interim financial reports covering financial management, procurement and technical aspects of the activities carried out under the Delegated Contract Management Agreement 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 activities carried out under the
Delegated Contract Management Agreement to which it is a party; and

(iv) employ, no later than three (3) months after the Delegated Contract Management Agreement is signed by the parties thereto, an internal auditor to carry out quarterly ex-post reviews of operations, resources and expenditures related to activities carried out under the Delegated Contract Management Agreement.

(B) the right of the Recipient and the World Bank to:

(i) request an audit of the financial statements of the activities carried out under the Delegated Contract Management Agreement by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and the prompt transmission of the financial statements as so audited to the Recipient and the World Bank;

(ii) inspect the activities carried out under the Delegated Contract Management Agreement, and any relevant records and documents; and

(iii) obtain all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing to be prepared and furnished to the Recipient and the World Bank.

(e) The Recipient shall exercise its rights under each Delegated Contract Management Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.

(f) The Recipient shall maintain, throughout Project implementation, the National Center for School Canteens responsible for the implementation of school health and feeding services’ with the CGS having the ultimate responsibility for purchasing food and managing the school canteen.

(g) The Recipient shall maintain, throughout Project implementation, the Direction Nationale de l'Enseignement Fondamentale responsible for carrying out the training of teachers and for providing pedagogical support to displaced students.
(h) The Recipient shall carry out, before the mid-term of the Project and until completion of the Project, respectively two technical audits of the operations related to construction and any other investments executed under the Delegated Contract Management Agreement all in accordance with the provisions of Section II.A.1 of Schedule 2 to this Agreement.

B. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the applicable Safeguard Documents.

2. The Recipient shall not amend, waive or otherwise modify any provision of the Safeguard Documents without the prior written consent of the World Bank.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of compliance with the applicable 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 implementation of the Safeguard Documents; and

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

C. 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”).

D. Annual Work Plan

1. The Recipient shall carry out the implementation of the Project on the basis of annual work programs which shall have been prepared by October 31 and approved by November 21, on terms and conditions satisfactory to the World Bank, and which shall include: (a) an assessment of the feasibility and priority of the activities envisaged, based on Project performance indicators; and (b) such other administrative, financial and organizational arrangements, as shall be required for the implementation of the envisaged activities.

2. The Recipient shall: (a) review and furnish to the World Bank for its approval, not later than December 15 in each Fiscal Year during the implementation of the Project, the proposed annual work plan (including activities for the following Fiscal
Year and related budget); (b) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said proposed plan; and (c) thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such annual work plan as shall have been approved by the World Bank ("Annual Work Plan").

3. The Recipient shall not make or allow to be made any change to the Annual Work Plan without prior approval in writing by the World Bank.

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 the indicators set forth in the PIM and 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 (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

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

2. The Recipient shall ensure that interim financial reports for the Project and designated account are prepared and furnished to the World Bank as part of the Project Report not later than forty five (45) days after the end of each calendar quarterly period, covering the quarter, in form and substance satisfactory to the World Bank.

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

4. The Recipient shall appoint no later than four (4) months after the Effective Date, an internal auditor and an external auditor, in accordance with the provisions of Section III of Schedule 2 to this Agreement.
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:

   (a) Section I of the Procurement Guidelines in the case of Goods, Works and Non-consulting Services and Section I and IV of the Consultant Guidelines in the case of consultants' services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the 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) National Competitive Bidding subject to the additional provisions listed below; (b) Shopping; and (c) Direct Contracting.

   The additional provisions for the use of National Competitive Bidding are as follows:

   (a) Even though the National Procurement Code does not apply to small contracts, the procedures will require that for such contracts, a competitive method be used;

   (b) In addition to the advertisement of GPN in UNDB and in the World Bank's external website, bids will be advertised in national newspapers with wide circulation:
(c) Eligible firms, including foreign bidders shall be allowed to participate in National Competitive Bidding procedures;

(d) No domestic preference shall be granted to domestic bidders or bidders from the West African Economic and Monetary Union (WAEMU) Countries and for domestically manufactured goods;

(e) Bidders will be given four (4) weeks at least to submit bids from the date of availability of the bidding documents, except in cases of emergency declared by the Beneficiary, and provided that such emergency is recognized by the Association and the Association has given its approval for less time for the bids submission;

(f) The evaluation and award process of alternative bids will be revised to be concordant with the World Bank's Procurement Guidelines;

(g) Procurement entities shall use appropriate standard bidding documents acceptable to IDA;

(h) Each bidding document and contract financed out of 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;

(i) In accordance with paragraph 1.16 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Grant shall provide that:

   (1) The bidders, suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and

   (2) The deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a) (v) of the Procurement Guidelines;

(j) The World Bank may recognize, if requested by the Recipient, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the World Bank confirms that the particular debarment procedure afforded due process and the debarment decision is final.
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) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Single-source Selection of consulting firms; (d) Selection of Individual Consultants; and (e) 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:
### Category

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under the Project</td>
<td>34,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Grants for Beneficiary Schools under Parts A.2 and C.1 of the Project</td>
<td>7,000,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>41,700,000</strong></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;
   (b) for payments under Category (2): (i) until the Recipient has set up a CGS for each respective Beneficiary School; and (ii) in accordance with the PIM.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2016.
APPENDIX
Definitions

1. “Affected student” means any student who, as a result of the political and security crisis of 2012 in Mali, has been directly or indirectly subject to a prejudice of any kind, especially affecting its ability to pursue a stable and peaceful schooling.

2. “AGETIER” means the Agency for Execution of Public Works for Rural Infrastructure and Equipment (Agence d'Exécution des Travaux d'Infrastructures et d'Equipements Ruraux), as Contract Manager (herein defined), established pursuant to the Recipient’s Recipisse No. 06/HCRS-CAB-C.A.A. dated May 2, 2000, in charge with the completion of ongoing infrastructure activities under Part A.1 of the Project under terms and conditions as established under the Delegated Contract Management Agreement.

3. “AGETIPE” means the Agency for Execution of Public Works for Employment Generation (Agence d'Exécution des Travaux d'Intérêt Public pour l’Emploi), as Contract Manager (herein defined), established pursuant to the Recipient’s Recipisse No. 0299/MAT-DNAT dated April 10, 1992 in charge with the infrastructure activities under Part A.1 of the Project and with terms and conditions as established under the Delegated Contract Management Agreement.

4. “Annual Work Plan” means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.D of Schedule 2 to this Agreement.


6. “Beneficiary School” means any of the schools which meets the eligibility criteria detailed in the PIM, and as such is eligible to receive Grants for Beneficiary Schools (herein defined) under Parts A.1 and C.1 of Schedule I to this Agreement.

7. “Cadre Partenarial” means the steering committee co-led by Segal and the Lead Donor, and comprising the MEAPLN’s central units and directorate representatives, and representatives of donors active in the education sector.

8. “CAP” means any of the Recipient’s Educational Support Centers (Centre d’Animation Pedagogique).

9. “Conseil de Cabinet” means the committee within MEAPLN subordinated to the Segal comprising all MEAPLN directors and senior advisors led by the Segal, which
10. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

11. “CGS” means the Recipient’s School Management Committee (Comité de Gestion Scolaire).

12. “Contract Managers” means the two contract managers, AGETIPE and AGETIER, in charge of the implementation of Part A.1 of the Project and referred to in Section I.A.3 of Schedule 2 to this Agreement.


14. “Delegated Contract Management Agreement” means the agreement to be signed between the Recipient and each of the two Contract Managers pursuant to Section I.A.3.2(c) of Schedule 2 to this Agreement.

15. “Direction Nationale de l’Enseignement Fondamentale” means the unit responsible for the administrative management, including the training of teachers in basic education within MEAPLN.

16. “Direction of Finance and Material” or “DFM” means the functional unit responsible for administration, finance, and procurement within MEAPLN (hereinafter defined).

17. “Direct Support to Improve School Productivity Scheme” (Appui direct à l’amélioration des rendements scolaires, ADARS) means the Recipient’s scheme for provision of grants in support of the activities under Parts A.2 and C.1 of the Project and established under the Education Sector Expenditure Program (Phase II) Project financed under the Financing Agreement between the Recipient and the International Development Association dated September 1, 2006 (Credit No.4222 MLI), as amended to the date of this Agreement and as described in the PIM.

18. “Effective Date” has the meaning given to such term in Section 4.03 of this Agreement.

19. “ESSAF” means the Environmental and Social Screening and Assessment Framework acceptable to the World Bank, to be replaced with ESMF and RPF not
later than four (4) months after the Effective Date of the Project, and providing the interim general policies, guidelines, codes of practice and procedures which ensure that activities under the Project: (i) avoid environmental degradation as a result of either individual subprojects or their cumulative effects; (ii) not threaten human health; (iii) prevent or compensate any loss of livelihood; and (iv) enhance positive environmental and social outcomes.

20. “ESMF” means the Recipient’s Environmental and Social Management Framework, to be prepared and disclosed by the Recipient not later than four (4) months after the Effective Date of the Project, that: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, inter alia, of sections dealing with environmental and social screening processes for the Project, as well as for the preparation of environmental and social management plans.

21. “ESMP” means the Environmental and Social Management Plan, to be prepared by the Recipient in connection with any activity under the Project requiring the preparation of an ESMP pursuant to the Environmental and Social Management Framework, (i) describing the potential adverse environmental and social impacts of such activity during planning, design, construction and operation, and (ii) outlining monitoring and mitigation measures, as well as institutional arrangements and budget for carrying out these measures.

22. “Grant” has the meaning given to such term in Section 3.01 of this Agreement.

23. “Grants for Beneficiary Schools” means the transfer of funds, in the form of grants by the Recipient to a Beneficiary School, made or to be made in accordance with the provisions of the Project Implementation Manual.

24. “Lead Donor” means the representative of donors in the education sector, as designated by the donors, who ensure the coordination of donors’ group, represent donors in policy dialogue with the Government and co-lead Cadre Parteneriale jointly with the Segal.

25. “MEAPLN” means the Recipient’s Ministry of Education and Literacy or any successor thereof.


27. “National Center for School Canteens” means the functional unit responsible for managing school feeding and health programs within MEAPLN.
28. “Operating Costs” means the operating costs incurred for the purposes of the implementation of the Project including office rental expenses, maintenance and insurance of vehicles and equipment, fuel, office supplies, utilities, consumables, bank charges, advertising expenses, travel, per diems, accommodation, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient’s civil service.

29. “Planning and Statistical Unit” or “CPS” means the unit responsible for statistics and planning within MEAPLN.


31. “Procurement Plan” means the Recipient’s procurement plan for the Project, 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.

32. “Project” has the meaning given to such term in Section 2.01 of this Agreement.

33. “PIM” means a Project Implementation Manual, in form and substance acceptable to the World Bank, adopted by the Recipient pursuant to Section 4.01 (b) of Article IV to this Agreement, containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, disbursement, coordination, environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as well as a financial management section comprising the financial management arrangements, including description of internal controls, budget processes, assets safeguards, the terms and conditions for providing Grants for Beneficiary Schools under the Direct Support to Improve School Productivity Scheme, and clarifying roles and responsibilities of all stakeholders.

34. “RAP” means the Recipient’s Resettlement Action Plan, acceptable to the World Bank, prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, inter alia, (i) contains a census survey of Displaced Persons and valuation of assets; (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced 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.
35. "RPF" means the Recipient's Resettlement Policy Framework, acceptable to the World Bank, to be prepared and disclosed by the Recipient not later than four (4) months after the Effective Date of the Project, providing for guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons under the Project.

36. "Safeguard Documents" means, collectively or individually, the ESSAF, ESMF, the RPF as well as any and all ESMPs and RAPs prepared in connection with the Project.

37. "Segal" means the MEAPLN's general secretary referred to in paragraph A(3.1)(a) of Section I of Schedule 2 to this Agreement responsible for overall technical management of MEAPLN, chairman of the Conseil de Cabinet and co-chair of the Cadre Partenarial.

38. "Selected Areas" means the geographic areas where Project activities are to be implemented as agreed in each Annual Work Program.


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