Administration Agreement between the United States Agency for International Development and the International Bank for Reconstruction and Development and the International Development Association concerning the Results in Education for All Children Multi-Donor Trust Fund (TF No. 072368)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the United States Agency for International Development (the “Donor”, and the Donor and the Bank, each a “Party”) agrees to make available as a grant four million five hundred thousand United States Dollars (USD4,500,000) (the “Contribution”) for the Results in Education for All Children Multi-Donor Trust Fund, TF No. 072368 (REACH) (the “Trust Fund”) in accordance with the terms of this Administration Agreement (the “Agreement”). Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Results in Education for All Children Trust Fund Description” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Agreement, including the “Standard Provisions” attached hereto as Annex 2 and “Governance” attached hereto as Annex 3.

3. The Donor shall deposit the Contribution promptly following countersignature in the full amount and currency (“Contribution Currency”) specified in Section 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank (such deposit being an “Installment”).

4. When making such deposit, the Donor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Donor for TF No. 072368 (the Results in Education for All Children Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party’s address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Bank:

Peter Holland
Senior Education Specialist
GEDDR
The World Bank
1818 H Street NW
Washington DC 20433
U.S.A.
Tel: +1 202 473 8095
Fax: +1 202 477 6391
E-mail: pholland@worldbank.org
For the Donor:

Charles North  
Senior Deputy Assistant Administrator  
Bureau for Economic Growth, Education and Environment  
U.S. Agency for International Development  
Ronald Reagan Building  
Washington, DC 20523  
Tel: +1 202 712 0852  
E-mail: cnorth@usaid.gov

6. In the event any amounts are to be returned to the Donor under this Agreement, the Bank shall transfer such amounts to the Donor, unless otherwise agreed with the Bank.

7. All annexes hereto constitute an integral part of this Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Donor and the Bank. Unless otherwise specified in an annex hereto, this Agreement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.

8. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Agreement, and upon possession by the Bank of this fully signed Agreement, this Agreement shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

By:  
Claudia Maria Costin  
Senior Director  
Education GP  
Date: 6/4/2015

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

By:  
Charles North  
Senior Deputy Assistant Administrator  
Bureau for Economic Growth, Education and Environment  
Date: 7/1/2015
Results in Education for All Children Multi-Donor Trust Fund

Trust Fund Description

This Annex shall be applicable to and form an integral part of all administration agreements for the Trust Fund (collectively, the “Administration Agreements” and each an “Administration Agreement”) between the Bank and any entities that provide any funds to the Trust Fund (collectively, the “Donors”).

1. Objectives

The objectives of the Trust Fund are to improve the learning outcomes of children and young people who are enrolled in school, to increase the number of children who stay enrolled until completion of the secondary level, and to ensure that those children who are not enrolled become enrolled. These outcomes would be achieved using results-based mechanisms.

2. Activities

The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

2.1 Country Program Grants

(a) Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

Financing of pilots to establish the preconditions for results-based financing approaches, and co-financing of country programs.

(b) Bank-executed activities, for which the Bank has implementation responsibility:

Project preparation, implementation supervision, and impact evaluation of the Recipient-executed activities in (a) above.

2.2 Knowledge, Learning, and Innovation

(a) Recipient-executed activities, for which one or more Recipients have implementation responsibility:

Financing of technical policy dialogues, capacity-building projects, and learning activities, including impact evaluations.

(b) Bank-executed activities, for which the Bank has implementation responsibility:

Technical policy dialogues, implementation support to capacity-building projects, and learning activities, including impact evaluations.

3. Eligible Expenditures

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:
(a) Associated Overheads
(b) Consultants Fees Individuals with Indirect Costs and Firms
(c) Contractual Services
(d) Equipment and Office Premises Lease Cost
(e) Equipment Purchased
(f) Extended Term Consultants - with Indirect Costs
(g) Media, Workshops, Conference and Meeting
(h) Staff Costs - with Indirect Costs
(i) Temporary Support Staff Costs - with Indirect Costs
(j) Travel Expenses

3.2 Any equipment purchased under (e) above shall be transferred to government authorities upon closure of the Trust Fund or earlier when no longer required to support Trust Fund operations, management or administration; provided such transfer is at no cost to the Bank and is on an “as-is, where-is” basis without warranty or guarantee from the Bank. If such disposal method is not feasible, the Bank shall seek another means of disposal in conformity with Bank policies and procedures, including potentially donation to organizations that have a charitable or non-profit status.

3.3 For Recipient-executed activities, the Trust Fund funds may be used to finance:

(a) Civil Works
(b) Consulting
(c) Goods
(d) Operating Costs
(e) Training

4. Taxes

The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures.

5. Program Criteria

Activities are to be financed in accordance with the following program criteria:

(a) the activity focuses on countries and geographic areas: (i) with large numbers of out-of-school children and young people; (ii) where students are dropping out of school before completing the basic education cycle; and/or (iii) where education quality and learning indicators are low;

(b) the activity focuses on countries that prioritize education spending and that are committed to achieving results;

(c) Country Programs Grants are available to IDA-eligible countries; and

(d) proposals for Country Program Grants will be selected for financing based on criteria which include the income level of the country, the readiness for implementation, the technical merits of the proposed interventions with emphasis on the RBF systems to be fostered/strengthened, the adequacy of the payment mechanism to incentivize results, and the robustness of the proposed verification, the demonstrated commitment of clients, and opportunities for partnership and leverage;
(e) Knowledge, Learning, and Innovation Grants are open to all Bank client countries; and

(f) proposals for Knowledge, Learning, and Innovation Grants will be selected for financing based on criteria that include the technical merits of the proposed activities, relevance of contributing to the state of knowledge beyond the proposed country, the strategic opportunities for long-term engagement on the topic, the demonstrated commitment of clients, and opportunities for partnership and leverage.
Annex 2

Standard Provisions

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

1. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement and shall not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2 Each Donor’s Contribution (collectively, the “Contributions”) shall be administered in accordance with the Bank’s applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank’s obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Donors acknowledge that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Donor.

2. Management of the Contributions

2.1 The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2 The currency in which the funds in the Trust Fund shall be held is United States dollars (the “Holding Currency”).

2.3 Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.
3. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are (i) not covered by the percentage deduction specified above as an administrative fee and (ii) not included under Annex 1 of the Administration Agreements in accordance with the Bank’s applicable policies and procedures shall be charged to the Trust Fund on an actual basis up to a maximum of four and 53/100 percent (4.53%) of the total Contributions under all Administration Agreements.

3.3 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

4.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

4.2 The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

4.3 The Bank shall provide to the Donors via the World Bank’s Trust Fund Donor Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the Bank.

4.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

4.5 The Bank shall make available to the Donors copies of all financial statements and auditors’ reports received by the Bank from Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank’s Access to Information Policy.
5. **Progress Reporting**

5.1 The Bank shall provide the Donors with annual reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

5.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of the Bank’s applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2020 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

6.2 Any Donor may cancel all or part of such Donor’s pro rata share, and the Bank may cancel all or any Donors’ pro rata shares, upon three (3) months’ prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

7. **Disclosure; Dispute Resolution**

7.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information.

7.2 The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.

8. **Grants to Recipients**

8.1 The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) consistent with the purposes of this Administration Agreement and on the terms and conditions set forth in the Grant Agreements. Grant Agreements may be entered into up to the maximum amount of the Contributions that all Donors have agreed to make available under the Administration Agreements between the Bank and the Donors.
8.2 The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

8.3 The Bank shall promptly inform the Donors of any significant modification to the terms of any Grant Agreements and of any contractual remedies that are exercised by the Bank under any Grant Agreements. To the extent practicable, the Bank shall afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.
Governance

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

1. The Bank will convene a REACH Donor Group, consisting of designated representatives of Donors, to provide strategic leadership and financial support necessary to sustain the Trust Fund. The REACH Donor Group will meet on an annual basis to ensure progress of the Trust Fund, including an update on budgets and disbursements, and to set directions for future strategic priorities. The annual progress report of key activities funded by the Trust Fund, referred to in paragraph 5.1 of Annex 2 to this Administration Agreement, will be shared with and discussed by the REACH Donor Group during the annual meeting. The report will be shared with donors approximately 2-4 weeks prior to the meeting. The annual meeting of the Donor Group will be called by the Donor Group chair, and minutes will be agreed and circulated within 2 weeks of the meeting. An inception meeting will be held within six months of the signing of this Administration Agreement.

2. The Bank will establish and maintain a Technical Advisory Group, comprised of selected technical leaders from across the World Bank Group, to provide the technical guidance necessary to ensure that Trust Fund priorities and programs are aligned with operational realities and with technical knowledge, review and approve grant proposals, and make decisions with respect to Trust Fund-supported activities.

3. The Bank will establish and maintain a Program Team or Secretariat, comprised of Bank staff, responsible for Trust Fund program management, including day-to-day operations, proposal management, portfolio and related procedures, monitoring and evaluation, communications, and partner relations.
Claudia Maria Costin  
Senior Director  
Education Global Practice  
World Bank Group  
1818 H Street, NW  
Washington, DC 20433

SUBJECT: USAID Grant for Support to the Results in Education for All Children Multi-Donor Trust Fund (TF No. 072368)

Dear Ms. Costin:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development ("USAID") hereby grants to the International Bank for Reconstruction and Development (the "Grantee"), for the Results in Education for All Children Multi-Donor Trust Fund (the "Trust Fund"), the sum of four million five hundred thousand United States Dollars (USD 4,500,000) (the "Grant"), as specifically set forth in Attachment 1 (Administration Agreement) to this Grant.

This Grant constitutes the U.S. Government’s contribution to the Trust Fund, a Multi-Donor Trust Fund administered by the Grantee for the benefit of the Results in Education for All Children program. In so doing, USAID becomes a contributor to the Trust Fund in order to benefit from the donor coordination and other advantages inherent in this activity. This Grant is made to the Grantee on the condition that the Trust Fund shall be administered: 1) in accordance with the Grantee’s applicable policies and procedures; and 2) in accordance with the terms and conditions set forth in the Administration Agreement between the United States Agency for International Development and the International Bank for Reconstruction and Development and the International Development Association concerning the Results in Education for All Children Multi-Donor Trust Fund (TF No. 072368) ("Administration Agreement"), attached hereto as Attachment 1 and incorporated herein by reference.

This Grant is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Grantee in furtherance of the Grant objectives in the Administration Agreement during the period beginning with the date of this letter. By executing the Administration Agreement, the Grantee acknowledges the conditions set forth above and that USAID shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

July 1, 2015
USAID will transfer the Grant to the Grantee’s account for the Fund within 30 days of signature hereof, and will consider the purpose of this Grant met upon disbursement by USAID to the Grantee consistent with the terms and conditions of this Grant.

Please find the fully executed Administration Agreement enclosed, your signature of which acknowledges your agreement hereto.

Sincerely,

Charles North
Senior Deputy Assistant Administrator
Bureau for Economic Growth, Education and Environment
U.S. Agency for International Development

Attachment 1: Administration Agreement between the United States Agency for International Development and the International Bank for Reconstruction and Development and the International Development Association concerning the Results in Education for All Children Multi-Donor Trust Fund (TF No. 072368)

**USAID Fiscal Data**

Grant Number: AX0 - EGEE - 15 - 000001
Document Commitment #: REQ-EGEE-15-000162
Template: EGEE Program Funds
BBFY: 2014
EBFY: 2015
Amount of Funds: $4,500,000
Operating Unit: EGEE/ED
Program Area: A12 (Education)
Program Element: A055 (Basic Education)
Distribution: E3ED
BGA: 935 (Worldwide)
SOC: 4100202 (Grants (Assistance) International Organizations)
Grant and Cooperative Agreement

1. GRANT/COOPERATIVE AGREEMENT NUMBER
AID-EGEE-10-15-00001

2. SUPPLEMENT NUMBER
1

3. EFFECTIVE DATE
07/01/2015

4. COMPLETION DATE
06/30/2020

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
WORLD BANK OFFICE OF THE PUBLISHER
Attn: Peter Holland, Sr. Educ. Specialist
1818 H ST NW
WASHINGTON DC 20433-0001

6. ISSUED BY
Education
Mailing Address:

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.
202/473-8095

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone)
Peter Holland, Sr. Educ. Spec. / The World Bank
202/473-8095

10. RESEARCH, PROJECT OR PROGRAM TITLE
Results in Education for all Children Multi-donor Trust Fund (TF No. 072368)

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (Approximately)
07/01/2015 through 06/30/2020

13A. AWARD HISTORY

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15. POINTS OF CONTACT

- TECHNICAL OFFICER:
  Stephen Kowal
  202-712-4001
  skowal@usaid.gov

- NEGOITIATOR

- ADMINISTRATOR

- PAYMENTS

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:

17. APPLICABLE STATEMENT(S), IF CHECKED:

- NO CHANGE IS MADE TO EXISTING PROVISIONS
- FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:

- PROVISIONS
- SPECIAL CONDITIONS
- REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA

CONTRACTING/GRANT OFFICER
Charles North

COOPERATIVE AGREEMENT RECIPIENT

Authorized Representative

Page 1 of 2
Grant and Cooperative Agreement

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99999_E3ED_Global Book Fund - provide $4.5M for the Program Contribution PIO grant w/the World Bank |

11. PURPOSE:
The objectives of the Trust Fund are to improve the learning outcomes of children and young people who are enrolled in school, to increase the number of children who stay enrolled until completion of the secondary level, and to ensure that those children who are not enrolled become enrolled. These outcomes would be achieved using results-based mechanisms.

Delivery: 30 Days After Award
Delivery Location Code: WASHINGTON SHIP-TO
Please enter Ship-to

Period of Performance: 07/01/2015 to 06/30/2020

99999_E3ED_Global Book Fund - provide $4.5M for the Program Contribution PIO grant w/the World Bank

0001 99999_E3ED_Global Book Fund - provide $4.5M for the Program Contribution PIO grant w/the World Bank
Obligated Amount: $4,500,000.00

The total amount of award: $4,500,000.00. The obligation for this award is $4,500,000.00.