

**OFFICIAL
DOCUMENTS**

GRANT NUMBER H740-0-HT

Second Amended and Restated Financing Agreement

(Haiti Education for All Project – Phase II)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**Dated January 11, 2012
as Amended and Restated on July 9, 2014 and on November 7, 2014**

GRANT NUMBER H740-0-HT

SECOND AMENDED AND RESTATED FINANCING AGREEMENT

AGREEMENT dated November 7, 2014, entered into between the REPUBLIC OF HAITI ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS, pursuant to the Financing Agreement dated January 11, 2012 between the Recipient and the Association (the "Financing Agreement"), the Association agreed to extend to the Recipient an amount equivalent to forty three million five hundred thousand Special Drawing Rights (SDR 43,500,000) ("Financing"), to assist in financing the project described in Schedule 1 to the Financing Agreement ("Project");

WHEREAS, pursuant to the Haiti Reconstruction Fund Grant Agreement dated July 9, 2014, between the Recipient and the Association, acting as Partner Entity of the Haiti Reconstruction Fund (the "HRF Additional Financing Agreement"), the Association agreed to extend to the Recipient an amount equivalent to fourteen million seven hundred and fifty thousand United States Dollars (\$14,750,000) (the "HRF Grant"), in support of additional activities related to the Project;

WHEREAS, pursuant to the Amended and Restated Financing Agreement dated July 9, 2014 between the Recipient and the Association (the "Amended and Restated Financing Agreement"), the Recipient and the Association agreed to incorporate all amendments to the Financing Agreement, through July 9, 2014;

WHEREAS by an agreement of even date herewith between the Recipient and the Association, acting as Administrator of the Global Partnership of Education Multi Donor Trust Fund (the "GPE Grant Agreement"), the Association has agreed to make a grant to the Recipient in an amount equivalent to twenty four million one hundred thousand United States Dollars (\$24,100,000) (the "Global Partnership Education Grant") in support of additional activities related to the Project.

NOW THEREFORE, the Recipient and the Association hereby agree to amend and restate the Amended and Restated Financing Agreement to incorporate the additional activities related to the Project supported by the GPE Grant Agreement, with effect as provided in Section 4.01 of this Agreement, as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to forty three million five hundred thousand Special Drawing Rights (SDR 43,500,000) (“Financing”) to finance the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The Payment Currency is United States dollars.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out the Project, through MENFP, in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — EFFECTIVENESS; TERMINATION

- 4.01. Without prejudice to the provisions of the General Conditions, this Agreement shall become effective on the date of signature by both the Recipient and the Association.
- 4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of the Financing Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is its Minister of Economy and Finance.

5.02. The Recipient's Address is:

Ministère de l'Economie et des Finances
Palais des Ministères
5, Ave Charles Sumner/Turgeon
Port-au-Prince
République d'Haïti

Facsimile: (+509) 229 917 32

5.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

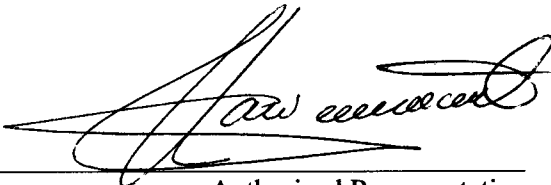
248423 (MCI)

1-202-477-6391

AGREED at Port-au-Prince, Republic of Haiti, as of the day and year first above written.

REPUBLIC OF HAITI

By


Authorized Representative

Name: Marie Carmelle Jean-Marie

Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By


Authorized Representative

Name: Mary A. Barton-Dock

Title: Special Envoy to Haiti

SCHEDULE 1

Project Description

The objectives of the Project are to support: (i) enrollment of students in select non-public primary schools in disadvantaged areas; (ii) student attendance in select public and non-public primary schools in disadvantaged areas; and (iii) strengthened management of the Recipient's primary education sector.

The Project constitutes the second part of the Program and consists of the following parts:

Part 1: Support to Primary Education Enrollment

- 1.1. Supporting the Primary Education enrollment under the Tuition Waiver Program through, *inter alia*: (a) the strengthening of School Management Committees, and, including through the provision of Training to Tuition Waiver Program school directors and School Management Committees; (b) the provision of Student Enrollment Grants for the carrying out of Student Enrollment Subprojects by School Management Committees; and (c) the annual independent verification of the TWP.
- 1.2. Improving basic educational services in Selected Rural Communities through, *inter alia*: (a) the construction and rehabilitation of school buildings; (b) the financing of community based teacher salaries; (c) the acquisition of school supplies, materials, equipment and operating costs; and (d) the provision of training in school management to Selected Community Representatives.
- 1.3. Design and implementation of an information campaign to improve financial accountability of selected TWP schools through the provision of consultants' services and Operating Costs.

Part 2: Support to Improved Students' Attendance

- 2.1. Expanding the number of certified teachers and improvement of the pre-service teacher training curriculum, through the carrying out of pre-service teacher training.
- 2.2. Improving primary school performance through, *inter alia*: (a) developing a teacher's guide including lesson plans for each day of class for selected grades; and (b) introducing an early grade reading instruction approach in schools supported by the Project to be selected in accordance with criteria acceptable to the Association.

- 2.3. Strengthening the School Health and Nutrition Program through, *inter alia*: (a) the provision of: (i) daily morning snacks and hot meals in schools to be selected in accordance with criteria acceptable to the Association; and (ii) deworming medication and micro-nutrients to participating schools twice a year; (b) the preparation of a study on fuel efficient stoves for preparing school meals; (c) based on the said study, the introduction of fuel efficient stoves in selected schools; and (d) independent verification of service provision under the SHNP.

Part 3: Strengthening Sector Management

Building the institutional capacity of MENFP to improve service delivery and overall educational governance through, *inter alia*,: (a) the strengthening of selected directorates of MENFP at the central and regional levels; (b) the strengthening of the school accreditation system through: (i) the revision of school accreditation standards, methodologies and procedures; and (ii) the provision of training to: (A) school committees for developing school improvement plans; and (B) staff, including those from independent agencies for schools' evaluation for licensing and accreditation; (c) the preparation of thematic studies and pilot programs to: (i) improve the budget programming and education system accountability; (ii) develop annual education sector action plans; and (iii) assess the potential for the creation of a multi-donor trust fund as a pooled funding mechanism for the sector; and (d) the design and piloting of a student mentoring program for children selected pursuant to the criteria set forth in the Operational Manual.

Part 4: Project Management, Monitoring and Evaluation

Strengthening MENFP's monitoring and evaluation capacity through: (a) the improvement of MENFP's monitoring and evaluations systems; (b) the carrying out of impact evaluation of selected Project activities; (c) the provision of support to oversee the implementation of Project activities, including audits; and (d) the carrying out of early grade reading assessments and an early grade mathematics assessment.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall:
 - (a) maintain within MENFP throughout the duration of the Project, a Project management team (the PMT) appointed in accordance with the provisions of Section III of this Schedule and comprising of: (i) a technical unit, including a program coordinator; and (ii) an administrative unit with staff responsible for the Project's financial and procurement matters, all established within MENFP's existing structures;
 - (b) (i) provide specific policy guidelines and address identified issues and constraints in respect of Project implementation; and (ii) no later than September 30, 2014, establish and thereafter operate and maintain throughout Project implementation, a committee (the National Strategic Committee) with a structure and functions and responsibilities acceptable to the Association, as set forth in detail in the Operational Manual;
 - (c) ensure that the technical and administrative units of PMT operate in accordance with the policy directives established by the National Strategic Committee; and
 - (d) ensure that: (i) for the first year of Project implementation not later than September 30, 2014, and from the second year on, not later than September 1 of each year of Project implementation, PMT, through MENFP, furnishes to the Association, for its review and approval, the Project work plan and budget for the calendar year following the date of presentation of each said plan and budget; and (ii) thereafter implement each annual Project work plan and budget in a manner acceptable to the Association.
2. For purposes of appraising and approving eligible Student Enrollment Subprojects, the Recipient shall establish, and thereafter operate and maintain, throughout Project implementation, a nine member steering committee consisting of representatives of MENFP, MEF, non-public education providers, parents' associations and teachers' unions, all with qualifications acceptable to the Association.

3. By no later than October 30, 2014, the Recipient through MENFP, shall appoint, and thereafter maintain, where applicable, throughout the duration of the Project implementation, independent verification agencies, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the third-party verification of the Subprojects to be carried out under the Project.
4. The Recipient shall cause the independent verification agencies to carry out, throughout Project implementation, annual verification exercises of relevant Subprojects, including surveys, spot checks, verification of data provided and records kept by Beneficiary Service Providers in relation to the Subprojects, and assessments of the quality of services provided under such Subprojects, all in accordance with the provisions of the Operational Manual.
5. The Recipient shall, no later than three months after the beginning of each school year during Project implementation, disclose the list of schools, number of students covered and grade level of students benefiting from the Universal, Free and Compulsory Primary Education Program (*“PSUGO - Programme de Scolarisation Universelle, Gratuite et Obligatoire”*).

B. Implementation Documents

1. The Recipient, through MENFP, shall, carry out, and/or cause to be carried out, the Project in accordance with the Operational Manual, which consists of different schedules setting forth, respectively, rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:
 - (a) the detailed description of Project implementation activities, their sequencing and the prospective timetable and benchmarks in relation thereto;
 - (b) the Project administrative, accounting, auditing, reporting, financial and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;
 - (c) (i) the selection criteria for SMCs and Beneficiary Service Providers; and
(ii) the Subproject eligibility criteria;
 - (d) the plan for the monitoring, evaluation and supervision of the Project;
 - (e) the performance indicators for the Project; and
 - (f) standardized models to be used for the preparation of Student Enrollment Grant Agreements, Basic Education Grant Agreements and School Feeding Grant Agreements.

2. In the event that any provision of the Operational Manual shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.
3. The Operational Manual may only be amended from time to time in consultation with, and after approval of, the Association.

C. Subprojects

1. Upon approval of any given Subproject, and for purposes of carrying out: (a) Part 1.1(b) of the Project, the Recipient, through MENFP, shall enter into an agreement (the Student Enrollment Grant Agreement) with the pertinent SMC; (b) Part 1.2 of the Project, the Recipient shall, through MENFP, enter into an agreement (the Basic Education Grant Agreement) with the pertinent SMC; and (c) Part 2.3(a) of the Project, the Recipient shall, through MENFP, enter into an agreement (the School Feeding Grant Agreement) with the pertinent Beneficiary Service Provider, all under terms and conditions satisfactory to the Association.
2. The Recipient shall make all Subproject Grants in accordance with eligibility criteria and procedures acceptable to the Association, set forth in the Operational Manual and which shall include the following:
 - (a) The pertinent Subproject Grant shall be made on a non-reimbursable basis, subject to the provisions of paragraph (b) hereunder.
 - (b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:
 - (i) suspend or terminate the right of the SMC or the Beneficiary Service Providers to use the proceeds of the pertinent Subproject Grant for the Subproject, or obtain a refund of all or any part of the amount of said Subproject Grant then withdrawn, upon the SMC's or the Beneficiary Service Providers' failure to perform any of their obligations under the pertinent Subproject Grant Agreement; and
 - (ii) require each SMC and each Beneficiary Service Provider to:
 - (A) carry out the pertinent Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with all the terms and conditions of this Agreement, including the provisions of the Anti-Corruption Guidelines applicable

to recipients of grant proceeds other than the Recipient and the Safeguards Documents;

- (B) provide promptly as needed, the resources required for the purpose;
 - (C) procure the goods, works and consultants' services to be financed out of the pertinent Subproject Grant in accordance with the provisions of this Agreement;
 - (D) maintain policies and procedures adequate to enable it to monitor and evaluate the pertinent Subproject in accordance with indicators acceptable to the Association, the progress of the pertinent Subproject and the achievement of its objectives;
 - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (F) enable the Recipient and the Association to inspect the pertinent Subproject, its operation and any relevant records and documents; and
 - (G) prepare and furnish to the Recipient and the Association, all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. No transfer of Subproject Grant funds shall be made to any SMC or Beneficiary Service Provider, as the case may be, prior to the date on which the pertinent SMC or Beneficiary Service Provider has entered into the pertinent Subproject Grant Agreement.
4. The Recipient shall exercise its rights and carry out its obligations under each Subproject Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant.

5. Except as the Association shall otherwise agree, the Recipient shall not amend, terminate, assign, abrogate, waive or fail to enforce any Subproject Grant Agreement or any provision thereof.
6. In the event that any provision of any Subproject Grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

D. Anti-Corruption

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

E. IFM Agreement

1. For the purpose of carrying out Part 2.1 of the Project, the Recipient shall, through MENFP, enter into an agreement (IFM Agreement) with the selected IFM, all under terms and conditions satisfactory to the Association which shall include, *inter alia*: (a) the obligation of the Recipient to promptly provide the funds, facilities, services and other resources required by the IFM to implement its activities under Part 2.1 of the Project and ensure compliance with all the terms and conditions of this Agreement; and (b) the obligation of the IFM to:
 - (i) carry out the activities under Part 2.1 of the Project with due diligence and efficiency in a manner satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
 - (ii) use the Financing funds and the Recipient's counterpart funds in accordance with the terms and conditions of this Agreement, and in conformity with appropriate administrative, technical, financial, procurement, auditing, participatory and legal standards and practices;
 - (iii) promptly provide the facilities, services, staff responsible for the implementation of Part 2.1 of the Project and other resources required for that purpose;
 - (iv) furnish all information covering the implementation of the activities under Part 2.1 of the Project and the use of the proceeds of the Financing, as the Recipient and the Association shall reasonably request;
 - (v) carry out procurement and enter into contracts, all in a manner consistent with the provisions of this Agreement (including the provisions of Section III of this Schedule) required for the implementation of Part 2.1 of the

Project activities and the maintenance of all relevant procurement documentation;

- (vi) ensure compliance with financial management procedures detailed in Section II.B of this Schedule;
 - (vii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (viii) enable the Recipient and the Association to visit each IFM facility and examine its operations and any relevant records and documents; and
 - (ix) take all actions necessary to enable the Recipient to comply with its obligations under this Agreement.
2. The Recipient shall, and shall cause each IFM, to exercise its rights and carry out its obligations under each IFM Agreement in such manner as to protect the interests of the IFM, the Recipient and the Association and to accomplish the purposes of the Financing, including, without limitation, through the application of any legal remedies provided under the Anti-Corruption Guidelines. Except as the Association shall otherwise agree, the Recipient shall not amend, terminate, assign, abrogate, waive or fail to enforce any of the IFM Agreements or any provision thereof. In the event of any inconsistency between the provisions of any IFM Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the ESMF and the RPF. To this end, if an EMP, RAP or similar safeguard instrument would be required on the basis of the ESMF and/or the RPF, the Recipient shall specifically take the following actions, in a manner acceptable to the Association:
- (a) such EMP, RAP or similar safeguard instrument shall be prepared in accordance with the requirements of the ESMF and/or RPF, disclosed locally and furnished to the Association for approval; and
 - (b) the pertinent Project activity shall be carried out in accordance with such EMP, RAP or similar safeguard instrument as approved by the Association.

2. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the ESMF and the RPF, any EMP, RAP or similar safeguard instrument, giving details of:
 - (a) measures taken in furtherance of the ESMF, RPF or similar safeguard instrument;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF, RPF, any EMP, any RAP or similar safeguard instrument; and
 - (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the ESMF and the RPF, any EMP, any RAP or similar safeguard instrument.
3. The Recipient, through MENFP, shall ensure that any works to be carried out under the Project do not affect Natural Habitats, Forests or Physical Cultural Resources.
4. Without limitation to the provisions of paragraphs 1 and 2 above and for purposes of carrying out any works under the Project, the Recipient shall: (a) prior to the issuance of the bidding documents for the works contract for each site, prepare and submit to the Association for its approval: (i) the proposed design and site for said works and, the related site-specific EMP in form and substance satisfactory to the Association; and (ii) the draft contract for said works to ensure that the provisions of the said site-specific EMP are adequately included in said contract; (b) prior to the signing of the contract for said works, prepare and submit to the Association for its approval, the site-specific land acquisition and/or resettlement action plan(s) (RAP(s)), in form and substance satisfactory to the Association; and (c) prior to the commencement of the works, ensure that the owners and users of the land where said works are to be implemented are fully compensated in accordance with the provisions of the RAP(s).
5. The Recipient shall: (a) ensure that all activities undertaken for the purpose of carrying out of the Project comply with environmental standards and guidelines satisfactory to the Association; (b) ensure that the selection of any site under the Project is done in accordance with the provisions of the ESMF; (c) ensure the complete implementation of the EMPs in a manner acceptable to the Association, including all necessary measures to minimize and to mitigate any adverse environmental impacts caused by the implementation of the Project; and (d) maintain PMT's environmental unit with competent staff in adequate numbers and with such responsibilities and functions acceptable to the Association as shall enable PMT to manage, coordinate and monitor the implementation of the EMPs.

6. Without limitation to the provisions of paragraphs 1 and 2 above, the Recipient shall: (a) ensure that PMT prepares RAPs according to the RPF; (b) maintain or cause to be maintained by the PMT, and publicize, the availability of, grievance procedures to hear and determine fairly and in good faith, in accordance with the RPF, all complaints raised in relation to the implementation of the RAPs by those being subject to Involuntary Resettlement, and take all measures necessary to implement the determinations made under such grievance procedures; (c) through PMT, employ a resettlement expert, satisfactory to the Association, to conduct an ex post review of the implementation of the RAPs; (d) through PMT, furnish promptly to the Association the findings and recommendations for follow up action resulting from each such review; and (e) through PMT, implement all such recommendations for follow up action as are agreed with the Association.
7. The Recipient shall carry out the RRAP in accordance with its terms and in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty five (45) days after the end of the period covered by such report.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six calendar months prior to the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall, through MENFP, maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient, through, MENFP, shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.

3. The Recipient, through MENFP, shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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 of procurement, other than International Competitive Bidding, may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) National Competitive Bidding; (b) Shopping; (c) Direct Contracting; and (d) procedures of Community Participation in Procurement.

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 of procurement, other than Quality and Cost-based Selection, may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Categories	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be financed (including taxes)
(1) Goods, works, Operating Costs, Training and consultants' services for Part 1 of the Project, including under Grants for Subprojects	31,750,000	100%
(2) Goods, works, Operating Costs, Training and consultants' services for Part 2 of the Project	5,500,000	100%
(3) Goods, works, Operating Costs, Training and consultants' services for Part 3 of the Project	1,400,000	100%
(4) Goods, works, Operating Costs, Training and consultants' services for Part 4 of the Project	3,728,000	100%
(5) Unallocated	989,628	
(6) Refund of Preparation Advance	132,372	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	<u>43,500,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR eight million seven hundred thousand (8,700,000) may be made for payments made up to twelve months prior to this date but on or after January 1, 2011 for Eligible Expenditures under Categories (1) through (4).
2. The Closing Date is September 30, 2016.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means 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.
2. “Basic Education Grant” means a grant made to a selected SMC for the carrying out of an eligible Basic Education Subproject utilizing the proceeds of the Financing.
3. “Basic Education Grant Agreement” means any of the agreements entered into pursuant to Section I.C.1 (b) of Schedule 2 to this Agreement.
4. “Basic Education Subproject” means any specific activity to be carried out under Part 1.2 of the Project.
5. “Beneficiary Service Provider” means a provider of goods and non-consulting services established and operating under the laws of the Recipient, which is found eligible to receive a School Feeding Grant under the Project.
6. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014.
8. “Environmental Management Plan” or “EMP” means the environmental management plan(s) prepared and disclosed by the Recipient in accordance with the ESMF with respect to the Project activities in accordance with Section I.F of Schedule 2 to this Agreement. Such plan(s) shall specify: (a) the measures to be taken during the implementation and operation of such activity, to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement such measures.
9. “ESMF” means the Recipient’s environmental and social management framework (included in the Operational Manual), disclosed in the Recipient’s territory on July 27, 2011, and at the Association’s *Infoshop* on August 3, 2011, giving details of a program of actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, along with the procedural and institutional measures needed to implement such actions, the guidelines for protection of Natural Habitats and Forests, and the guidelines for

finding Physical Cultural Resources, as said framework may be amended from time to time with the prior consent of the Association.

10. "Forests" means areas of land not less than 1.0 hectare with tree crown cover (or equivalent stocking level) of more than ten percent (10%) that have trees with the potential to reach a minimum height of two (2) meters at maturity *in situ*. In countries with low forest cover, the definition may be expanded to include areas covered by trees that fall below the ten percent (10%) mark for canopy density, but are considered forest under local conditions.
11. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
12. "IFM" means *Institut de Formation des Maîtres*, a teacher training institute established in the Recipient's territory with legal personality and which meets the criteria set forth in the Operational Manual to participate under Part 2.1 of the Project.
13. "IFM Agreement" means any of the agreements referred to in Section I.E.1 of Schedule 2 to this Agreement with an IFM.
14. "Involuntary Resettlement" means the impact of: (i) an involuntary taking of land under the Project, which taking causes affected persons to have their: (a) income source or means of livelihood adversely affected (whether or not the affected persons must move to another location); or (b) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (c) access to productive assets adversely affected, temporarily or permanently; or (d) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; or (ii) an involuntary restriction of access to legally designated parks and protected areas (including reserves) which causes an adverse impact on the livelihoods of the displaced persons.
15. "MEF" means *Ministère de l'Economie et des Finances*, the Recipient's Ministry of Economy and Finance and any successor thereto.
16. "MENFP" means *Ministère de l'Education Nationale et de la Formation Professionnelle*, the Recipient's Ministry of Education and Vocational Training and any successor thereto, acceptable to the Association.
17. "National Strategic Committee" means MENFP's committee to govern the implementation of the Strategy for Rebuilding the Education System, and referred to in Section A.1 (b) (ii) of Schedule 2 to this Agreement.

18. "Natural Habitats" means land and water areas where: (i) the ecosystem's biological communities are formed largely by native plant and animal species; and (ii) human activity has not essentially modified the area's primary ecological function.
19. "Operating Costs" means the reasonable and necessary incremental expenses incurred by the Recipient with respect to Project implementation, management and monitoring, including the costs of staff salaries (excluding salaries of the Recipient's civil service staff), communication, editing, printing and publication, translation, vehicle operation and maintenance, bank charges, local travel costs and field trip expenses, office rentals, utilities and supplies.
20. "Operational Manual" means the Recipient's manual acceptable to the Association, referred to in Section I.B of Schedule 2 to this Agreement.
21. "Physical Cultural Resources" means movable or immovable objects, sites, structures, groups of structures, and natural features and landscapes that have archaeological, paleontological, historical, architectural, religious, aesthetic, or other cultural significance, as per the guidelines for finding Physical Cultural Resources set forth in the ESMF.
22. "PMT" means Project Management Team, as referred to in Section I.A.1 (a) of Schedule 2 to this Agreement.
23. "Primary Education" means the first two cycles (six years) of the Recipient's basic education system.
24. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on April 13, 2011 and on behalf of the Recipient on April 27, 2011.
25. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 and revised in July 2014.
26. "Procurement Plan" means the Recipient's procurement plan for the Project, dated August 28, 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.
27. "Program" means the program designed to implement the Recipient's policies and strategies with respect to primary education in the Recipient's territory and set forth or referred to in the letter dated February 9, 2011 from the Recipient to the Association.

28. "Remedial Resettlement Action Plan" or "RRAP" means a remedial resettlement action plan, satisfactory to the World Bank, prepared and adopted by the Recipient on April 10, 2014, setting forth the remedial actions to be implemented by the Recipient related to an Involuntary Resettlement occurring under the Project.
29. "Resettlement Action Plan" or "RAP" means a resettlement action plan, satisfactory to the World Bank, to be prepared and implemented by the Recipient for carrying out activities under the Project in accordance with the Resettlement Policy Framework (as hereinafter defined), to set out, *inter alia*, the principles and objectives, the affected persons' eligibility criteria, compensation, assistance and rehabilitation entitlements, as well as the monitoring and reporting arrangements in conformity with the Resettlement Policy Framework (as hereinafter defined).
30. "Resettlement Policy Framework" or "RPF" means the Recipient's framework, dated April 1, 2014 satisfactory to the World Bank, defining the modalities for land acquisition, Involuntary Resettlement and rehabilitation of displaced persons under the Project and describing the policies, procedures, plans and actions (including the Resettlement Action Plan or RAP), and institutional measures related to land acquisition and other social impacts that may arise during the Project and other phases related to the Project, and satisfactory to the World Bank.
31. "Safeguard Documents" means collectively the Environmental and Social Management Framework, Resettlement Policy Framework, the Environmental Management Plans and the Resettlement Action Plan prepared for specific activities carried out under the Project, if any.
32. "School Feeding Grant" means a payment made to a Beneficiary Service Provider for the carrying out of an eligible School Feeding Subproject utilizing the proceeds of the Financing.
33. "School Feeding Grant Agreement" means any of the agreements entered into pursuant to Section I.C.1(c) of Schedule 2 to this Agreement.
34. "School Feeding Subproject" means any specific activity to be carried under Part 1.2 (a) of the Project for managing the provision and delivery of daily morning snacks, hot meals, deworming medication and nutritional supplements to school children in order to maximize their scholastic performance.
35. "School Health and Nutrition Program" or "SHNP" means the Recipient's program for providing food, nutritional supplementation and deworming services to participating schools.

36. "School Management Committee" or "SMC" means a school management committee of a non public primary school in the Recipient's territory which is vested with legal personality and meets the criteria to participate in the Project, as outlined in the Operational Manual.
37. "Selected Community Representative" means a community representative selected to participate in the Project, as outlined in the Operational Manual.
38. "Selected Rural Community" means a rural community in the Recipient's territory which meets the selection criteria to participate in the Project outlined in the Operational Manual.
39. "Student Enrollment Grant" means a grant made to a selected SMC for the carrying out of an eligible Student Enrollment Subproject utilizing the proceeds of the Financing.
40. "Student Enrollment Grant Agreement" means any of the agreements entered into pursuant to Section I.C.1 (a) of Schedule 2 to this Agreement.
41. "Student Enrollment Subproject" means any specific activity to be carried under Part 1.1 of the Project for prospective students of non-public primary schools in the Recipient's territory which includes *inter alia*, recruitment of beneficiary students, purchase of teaching and learning materials, small repairs, payment of teacher salaries, and other activities necessary for the successful operation of the school.
42. "Subproject" means a Student Enrollment Subproject, a Basic Education Subproject and/or a School Feeding Subproject.
43. "Strategy for Rebuilding the Education System" means the Recipient's operational plan towards rebuilding the education system, dated May 2011, or any successor document thereto, in form and substance acceptable to the Association, as said plan may be modified or supplemented from time to time with the agreement of the Association.
44. "Subproject Grant" means a Student Enrollment Grant, a Basic Education Grant and/or a School Feeding Grant.
45. "Subproject Grant Agreement" means a Student Enrollment Grant Agreement, a Basic Education Grant Agreement and/or a School Feeding Agreement.
46. "Training" means expenditures for workshops, seminars and other activities related to imparting knowledge in the context of Project activities.

47. "Tuition Waiver Program" or "TWP" means the Recipient's tuition waiver program dated September 2007.
48. "Universal, Free and Compulsory Primary Education Program" (*Programme de Scolarisation Universelle, Gratuite et Obligatoire* – PSUGO) means the Recipient's program which supports the building of schools and provides tuition waivers for non-public primary schools, fee waivers for public primary schools, as well as primary school materials.