

**The World Bank**  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Washington, D.C. 20433  
U.S.A.

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Cable Address: INTBAFRAD  
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August 1, 2014

Honorable Kaifala Marah  
Minister of Finance & Economic Development  
Ministry of Finance & Economic Development  
Ministerial Building  
George Street  
Freetown, Sierra Leone

**Re: Revitalizing Education Development in Sierra Leone  
Multi-Donor Trust Fund (REDiSL MDTF) Grant No. TF017720  
Revitalizing Education Development Project**

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Sierra Leone ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (jointly, "World Bank"), acting as administrator of grant funds provided by the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development ("Donor") under the *Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund (TF072152)*, proposes to extend to the Recipient, a grant in an amount not to exceed two million four hundred sixty-four thousand eight hundred United States Dollars (US\$2,464,800) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

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

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

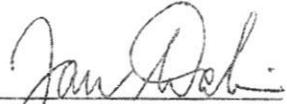
Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Section 5.02 of the Annex to this Agreement; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement

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within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT &  
INTERNATIONAL DEVELOPMENT ASSOCIATION

By   
Jan Walliser  
Director, Strategy and Operations  
Africa Region

AGREED:

REPUBLIC OF SIERRA LEONE

By   
Authorized Representative

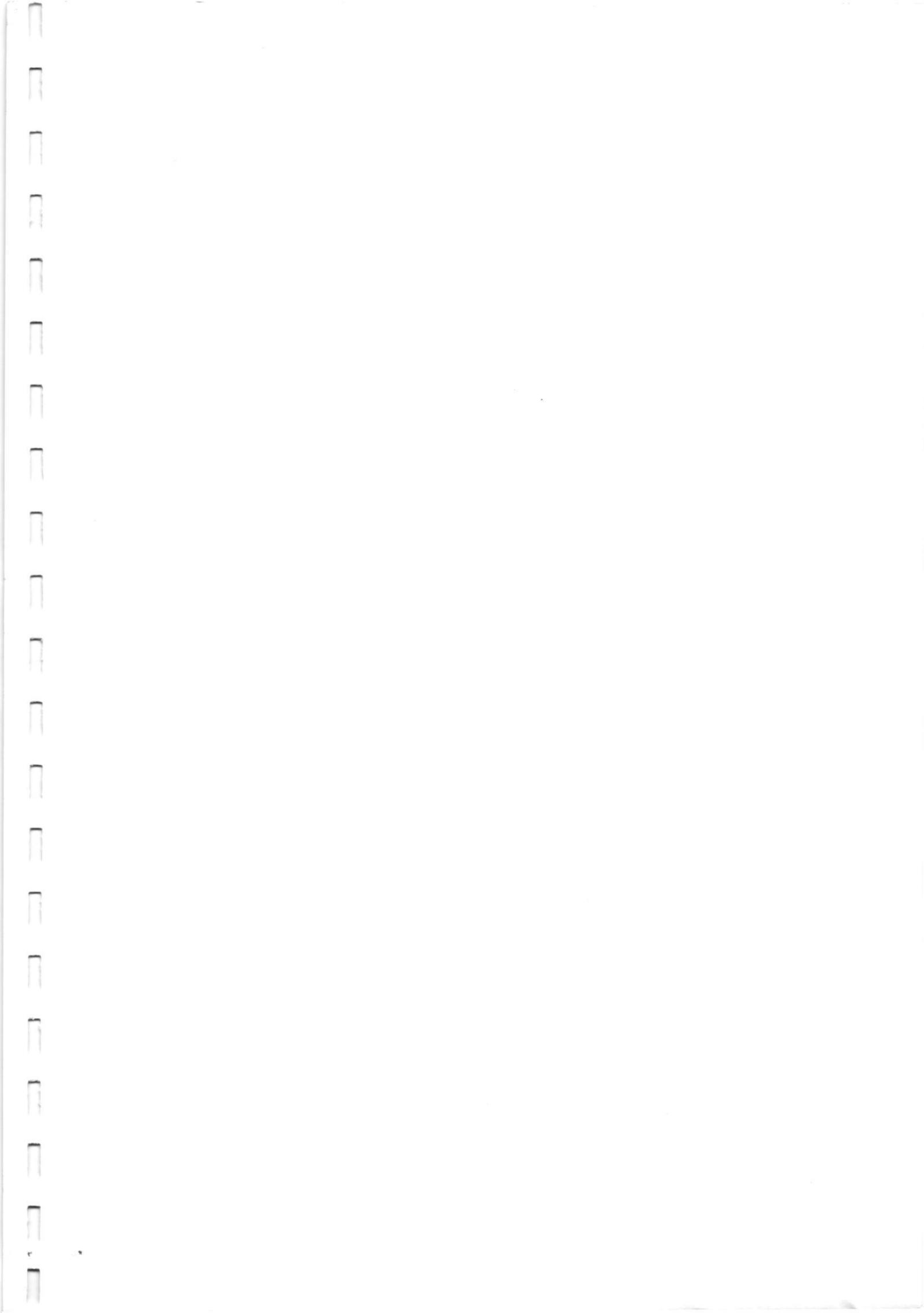
Name Ibrahim S. Conteh

Title Ambassador

Date: 08 / 01 / 2014

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
- (3) 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
- (4) Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011
- (5) Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011



REDiSL MDTF Grant No. TF017720

ANNEX

**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Global Partnership for Education Fund Grant Agreement for the Project (TF016568) ("GPEF Grant Agreement") or in this Agreement.

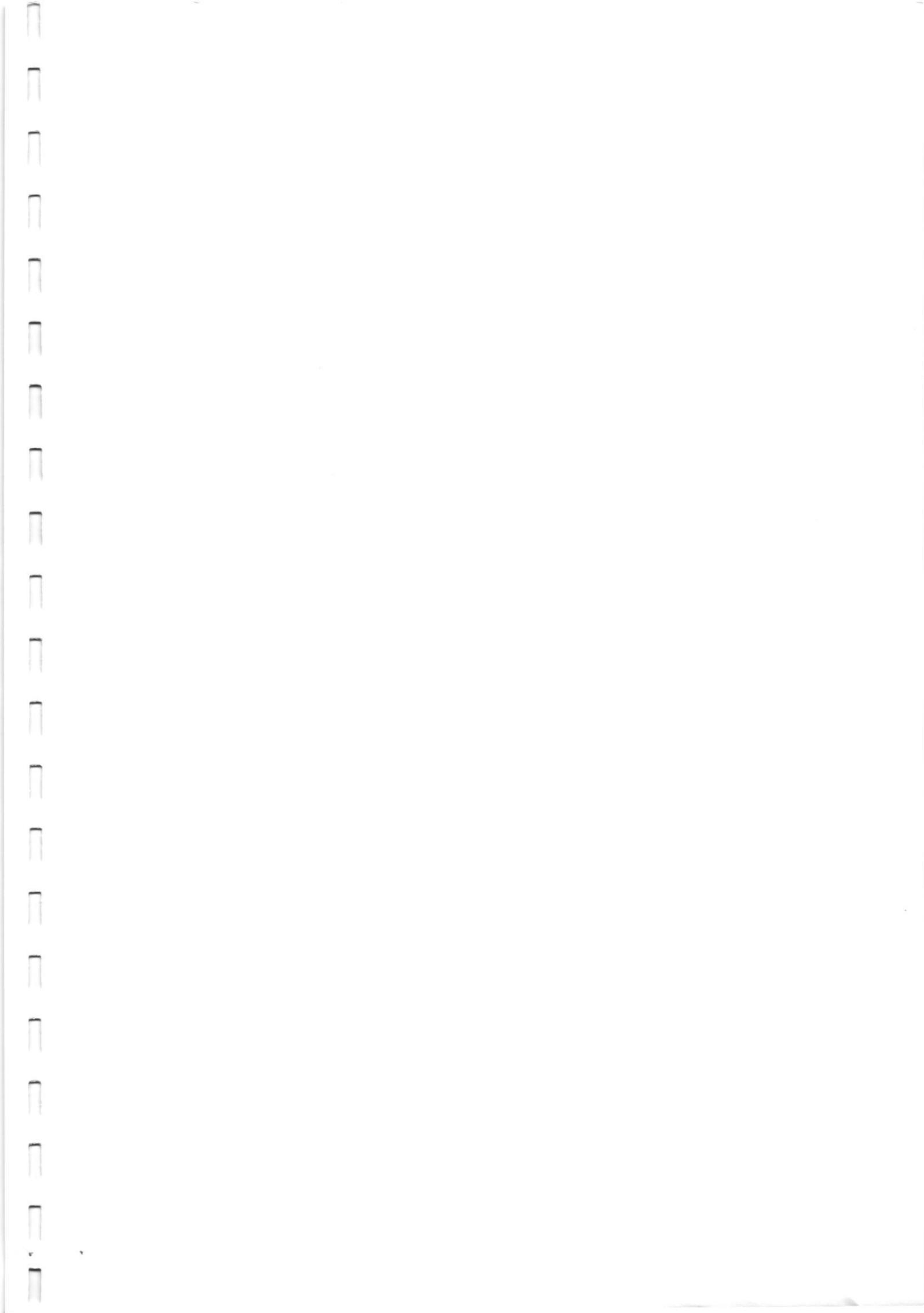
**Article II**  
**Project Execution**

2.01. **Project Objectives and Description.** The objective of the Project is to improve the learning environment in targeted schools and establish systems for monitoring of education interventions and outcomes.

The Project consists of the following parts:

**Part 1. Improving the Learning Environment and Opportunities in Targeted Areas**

- (a) (i) Provision of Performance-Based School Grants to Eligible Schools for the delivery of education services/outputs; and (ii) Provision of technical advisory services and training for, *inter alia*, the validation and monitoring of the delivery of said education services/outputs.
- (b) Piloting activities designed to enhance school readiness of pre-primary students, in particular: (i) construction of approximately 30 classrooms; rehabilitation of approximately 20 classrooms; and operationalization of said constructed and renovated pre-primary classrooms; (ii) developing, implementing and disseminating an ECCE training program for pre-primary teachers (pre-service and in-service) and caregivers; and (iii) developing, implementing and monitoring ECCE minimum quality standards (including provision of associated training to local education officers, staff and school administrators).
- (c) Implementing a program of actions designed to strengthen reading outcomes in early grades, in particular: (i) Provision of approximately 1.9 million reading books, reading support packets and teacher learning materials for primary grades 1-3 in government and community schools; (ii) rolling out of reading campaigns at the school, community and national levels; and (iii) design and implementation of a comprehensive training program (including, appropriate manuals and support packages), targeting, among others, primary school teachers, trainers and administrators.



- (d) Operationalizing and strengthening the capacity of the Teachers Service Commission for delivery of its statutory mandate, all through the provision of technical advisory services, training, operating costs and acquisition of goods for the purpose.

**Part 2. Strengthen Education Service Delivery**

- (a) Establishing systems and processes for effective measurement of learning outcomes, in particular: (i) establishing, staffing and operationalizing a semi-autonomous assessment unit within MEST; and (ii) design and implementation of a class 5 language (english and mathematics) assessment exercise.
- (b) Establishing robust school data collection and analysis systems, in particular: (i) carrying out of an annual school census; (ii) designing a streamlined/abridged census for administration in off-years; (iii) establishing a technical data collection and M&E team in the Directorate of Planning and Policy; (iii) development of an M&E needs assessment and plan; and (iv) supporting decentralization of data collection and clean up at the district level.
- (c) Establishing and operationalizing a temporary change unit within MEST.

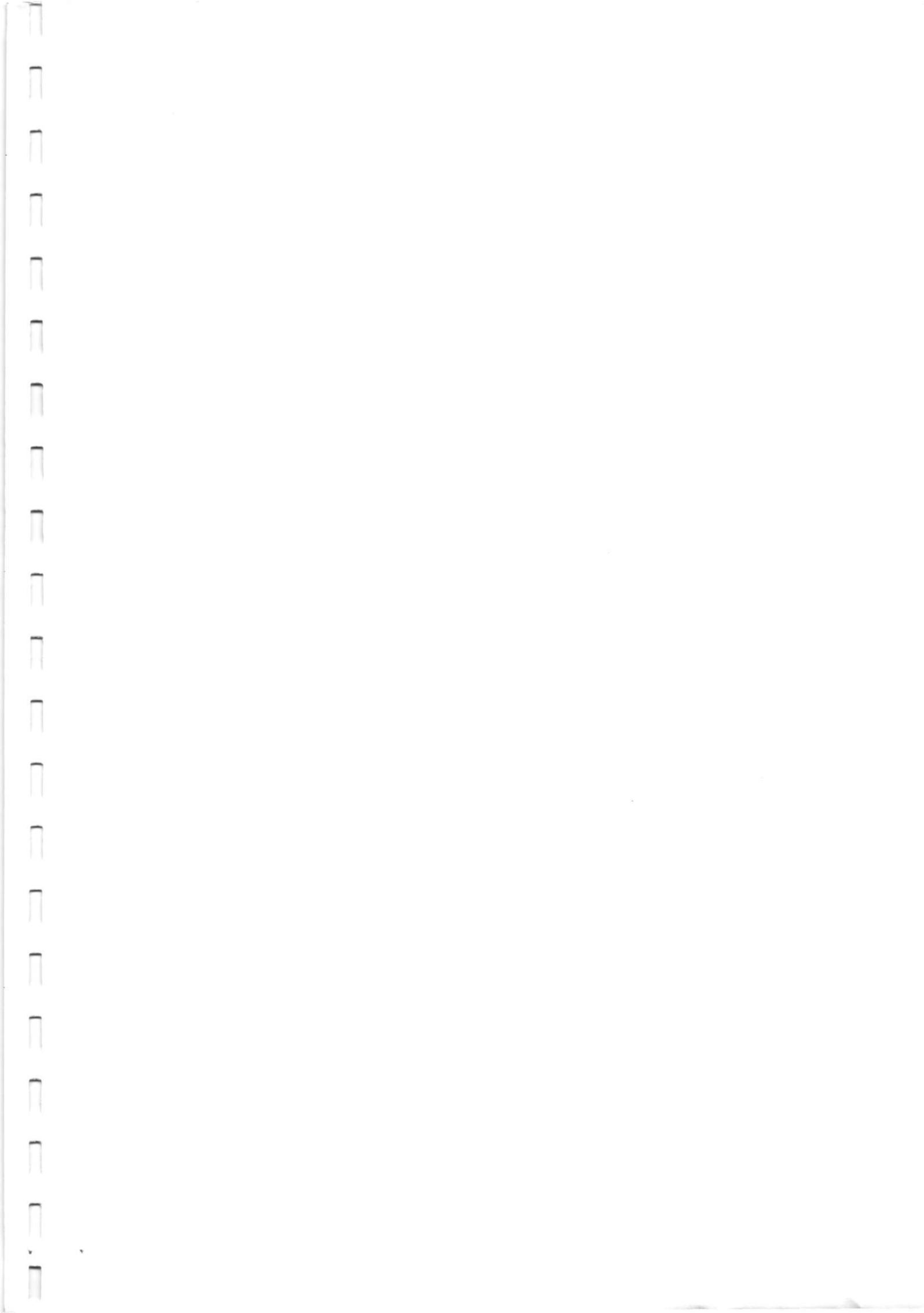
**Part 3. Project Management and Supervision**

- (a) Strengthening the capacity of MEST for day to day implementation, coordination and management of Project activities (including procurement, financial management, environmental and social safeguards, supervision and reporting aspects) and results, all through the provision of technical advisory services, training, operating costs and acquisition of goods for the purpose.
- (b) Carrying out of monitoring and evaluation of Project activities.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through MEST in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) 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"); and (c) this Article II.

2.03. **Institutional and Other Arrangements.** The provisions of Section I.A, I.B and I.E of Schedule 2 to the GPEF Grant Agreement (and related definitions) are hereby incorporated by reference in this Section and shall apply to this Agreement, *mutatis mutandis*, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, subject, however, to the following qualifications:

- (a) references to "World Bank" shall be construed as references to the "International Bank for Reconstruction and Development and International Development Association, acting as administrator of grant funds provided by Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development under the *Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund (TF072152)*"; and



- (b) references to "Grant" shall be construed as references to the Grant provided for under this Agreement.

2.04. *Donor Visibility and Visit*

- (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor(s) support for the Project.
- (b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donor(s) to visit any part of the Recipient's territory for purposes related to the Project.

2.05. *Project Monitoring, Reporting and Evaluation*

- (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
- (b) 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 nine months after the Closing Date.

2.06. *Financial Management*

- (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
- (b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
- (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

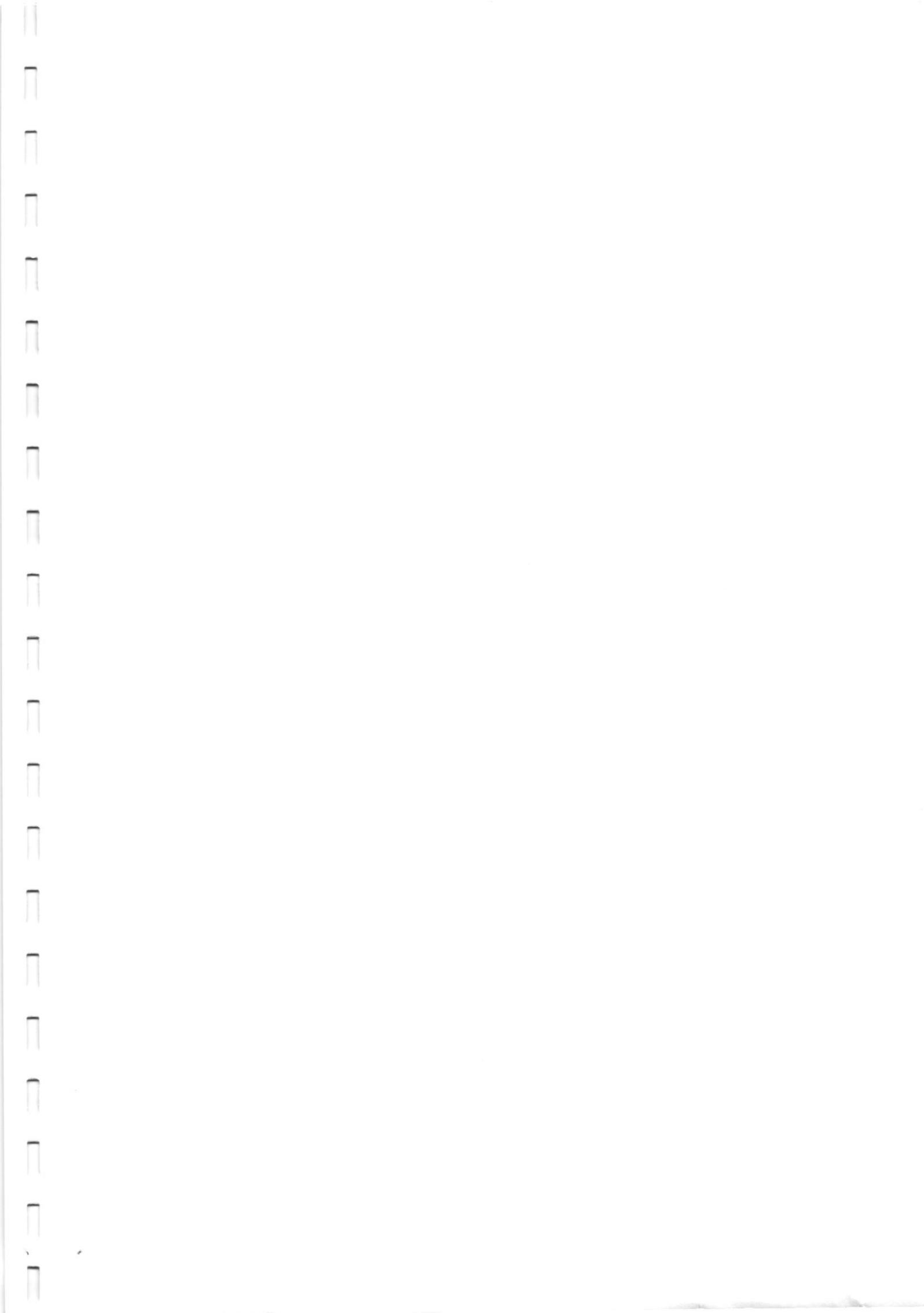
2.07. *Procurement*

- (a) General. 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:
  - (i) Section I of 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 ("Procurement Guidelines"), in the case of goods, works and non-consulting services;

- (ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and
  - (iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
- (b) Definitions. The capitalized terms used in the following paragraphs of 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.
- (c) Particular Methods of Procurement of Goods, Works and Non-consulting Services
- (i) Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
  - (ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts which are specified in the Procurement Plan: (A) National Competitive Bidding, *subject to the additional provisions in sub-paragraph (iii) below*; (B) Shopping; (C) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (D) Direct Contracting; (E) Force Account; (F) Procurement from United Nations Office for Project Services (UNOPs); (G) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (H) Community Participation procedures which have been found acceptable to the World Bank; (I) Shopping; and (J) Direct Contracting.
  - (iii) Additional National Competitive Bidding (NCB) Procedures. The procedures to be followed for NCB shall be the open competitive bidding procedures set forth in the Recipient's Public Procurement Act ("the Act"), provided, however, that said procedures shall be subject to the provisions of Section I, paragraphs 3.3 and 3.4, respectively, of the Procurement Guidelines, and subject to the following additional procedures (i.e. exceptions to the Act):
    - (A) Bidding documents acceptable to the World Bank shall be used;
    - (B) Eligibility to participate in a procurement process and to be awarded a World Bank-financed contract shall be as defined under Section I of the Procurement Guidelines. Accordingly, no bidder or potential bidder shall



be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process;

- (C) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids;
- (D) No margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation;
- (E) Joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in a single envelope;
- (F) An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the World Bank;
- (G) All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank's prior written concurrence;
- (H) Qualification criteria shall be applied on a pass or fail basis;
- (I) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities;
- (J) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines; and
- (K) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance



- (d) Particular Methods of Procurement of Consultants' Services
- (i) Except as otherwise provided in sub-paragraph (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
  - (ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants' Qualifications; (E) Single-source Selection of consulting firms; (F) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (G) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (H) Selection of Individual Consultants; and (I) Single-source procedures for the Selection of Individual Consultants.
- (e) 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.

**Article III**  
**Withdrawal of Grant Proceeds**

3.01. *Eligible Expenditures.* The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) 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 following table. The 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	Amount of Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(3) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Part 2 of the Project	2,464,800	100%
<b>TOTAL AMOUNT</b>	2,464,800	

3.02. *Withdrawal Conditions.* Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to



exceed \$500,000 equivalent may be made for payments made prior to this date but on or after December 13, 2013, for Eligible Expenditures under Category (3).

3.03. *Withdrawal Period.* The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2017.

#### **Article IV Additional Remedies**

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

- (a) As a result of events which have occurred after the date of this Agreement, a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out; and
- (b) the World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

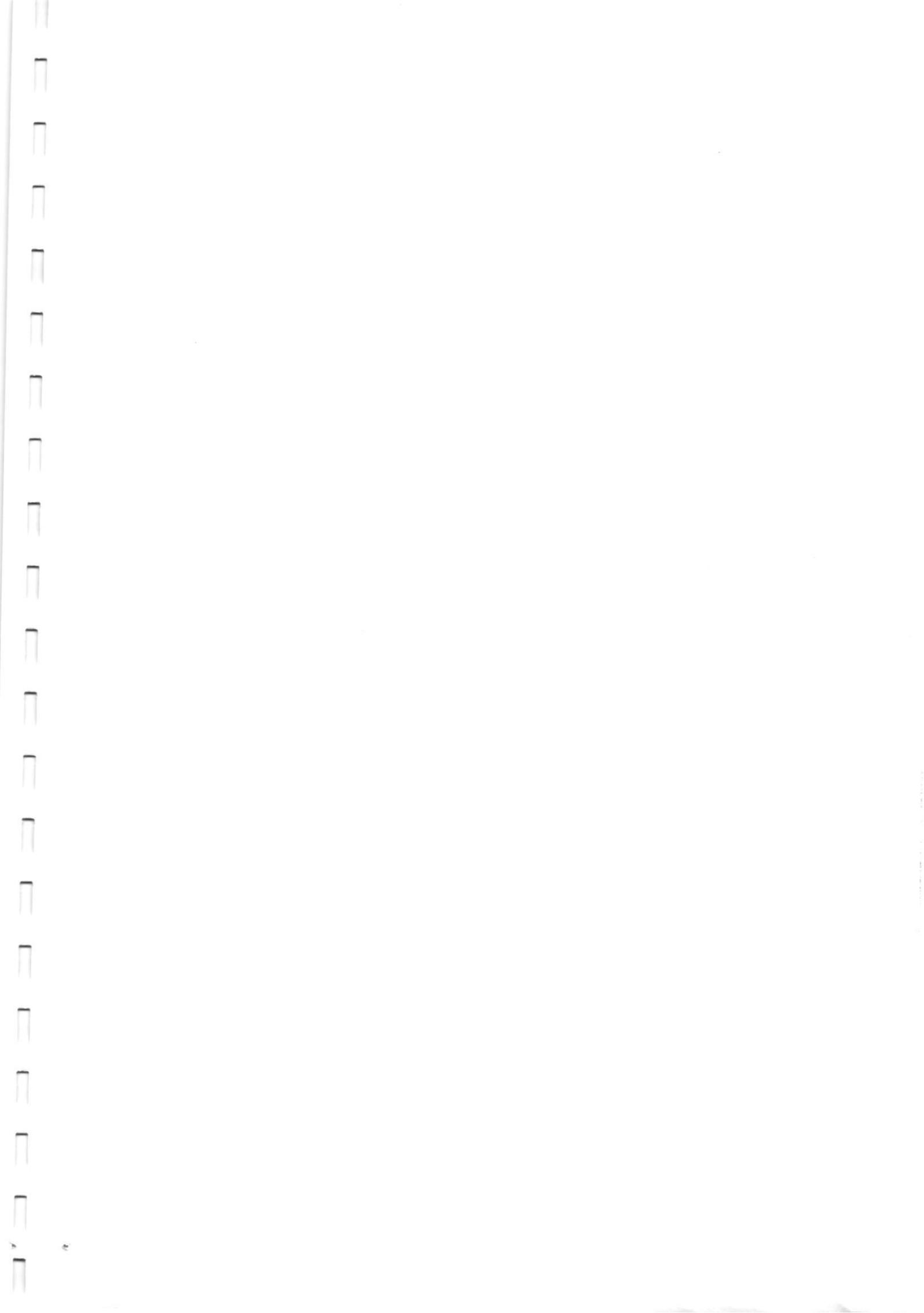
4.02. The Additional Events of Acceleration consist of the following, namely, that the event specified in paragraph 4.01 (b) occurs and is continuing for a period of sixty (60) days after notice of the event has been dispatched by the World Bank to the Recipient.

#### **Article V Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied, namely, that the GPEF Grant Agreement dated the same date as this Agreement, between the Recipient and the World Bank acting as administrator of Global Partnership for Education Fund (TF016568), providing a grant in support of the Project, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 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 VI**  
**Recipient's Representative; Addresses**

6.01. *Recipient's Representative.* The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. *Recipient's Address.* The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Development  
Treasury Building  
George Street  
Freetown, Sierra Leone

Facsimile: 232 22 229 060

6.03. *World Bank's Address.* 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 Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

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