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GPEF GRANT NUMBER TF016568

Global Partnership for Education Fund
Grant Agreement
(Revitalizing Education Development Project)

between

REPUBLIC OF SIERRA LEONE

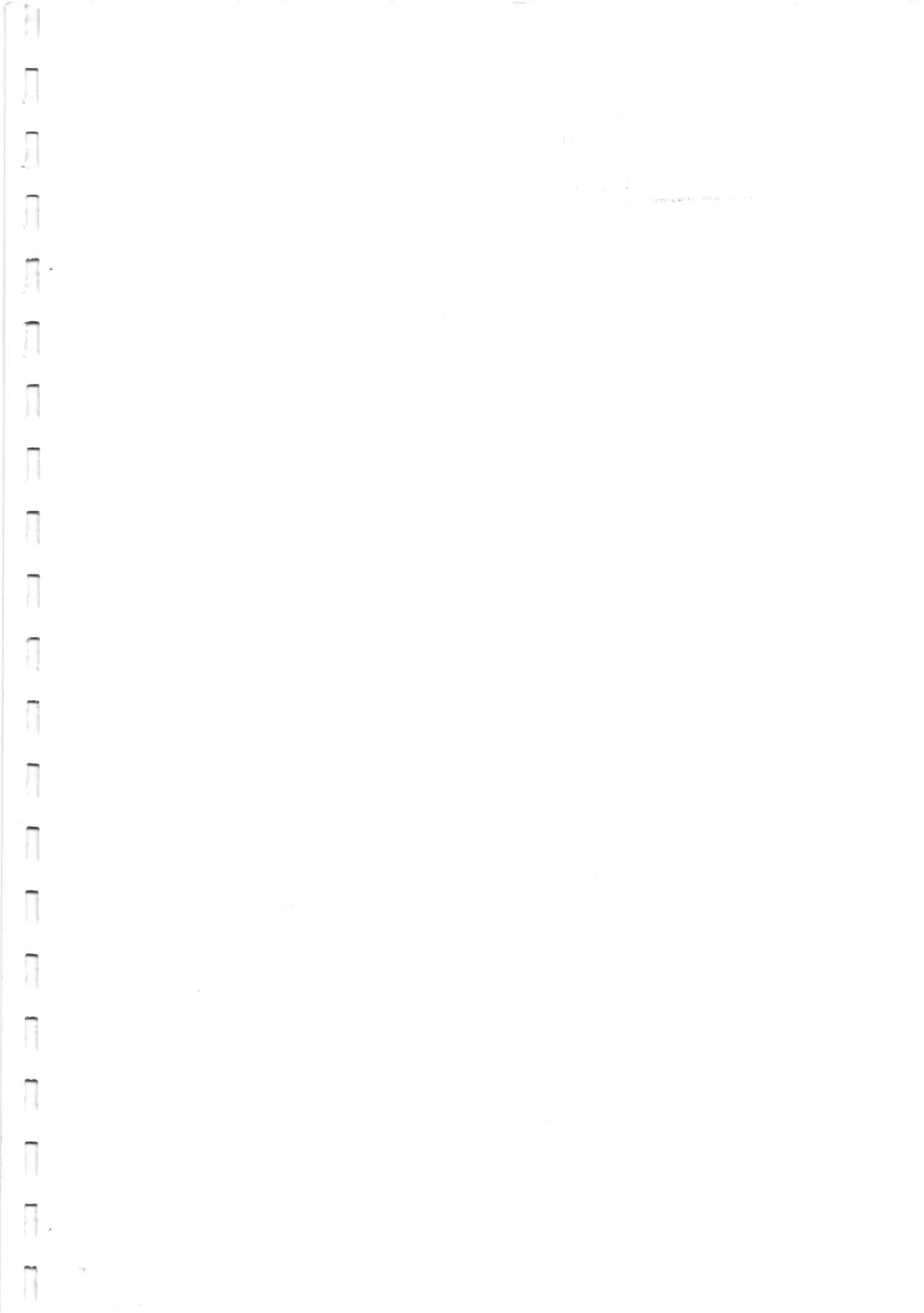
and

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrator of Global Partnership for Education Fund)

Dated August 1, 2014

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TOWER HILL FREETOWN



GPEF GRANT NUMBER TF016568

**GLOBAL PARTNERSHIP FOR EDUCATION FUND
GRANT AGREEMENT**

AGREEMENT dated August 1, 2014, entered into between: REPUBLIC OF SIERRA LEONE ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of Global Partnership for Education Fund.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions 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. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the MEST in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to seventeen million nine hundred thousand United States Dollars (US\$17,900,000) ("Grant"), to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.



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

**Article IV
Additional Remedies**

- 4.01. The Additional 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 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.
- 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:
- (a) the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action;
 - (b) the Grant Agreement dated the same date as this Agreement, between the Recipient and the 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 under the *Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund (Number TF072152)*, 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; and

- (c) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters, namely, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *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. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.



- 6.02. 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. 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



AGREED at Washington D.C., United States of America, as of the day and year first above written.

REPUBLIC OF SIERRA LEONE

By



Authorized Representative

Name: Ibrahim S. Conteh

Title: Ambassador

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Partnership for Education Fund)

By



Authorized Representative

Name: Jan Walliser

Title: Director, Strategy
and Operations.
Africa Region



SCHEDULE 1

Project 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 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 English and mathematics learning assessment exercise in one class level.



- (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 Monitoring and Evaluation (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.



SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. MEST

The Recipient shall designate, at all times during the implementation of the Project, the MEST to be responsible for prompt and efficient oversight of implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable the MEST to perform said functions.

2. Local Councils

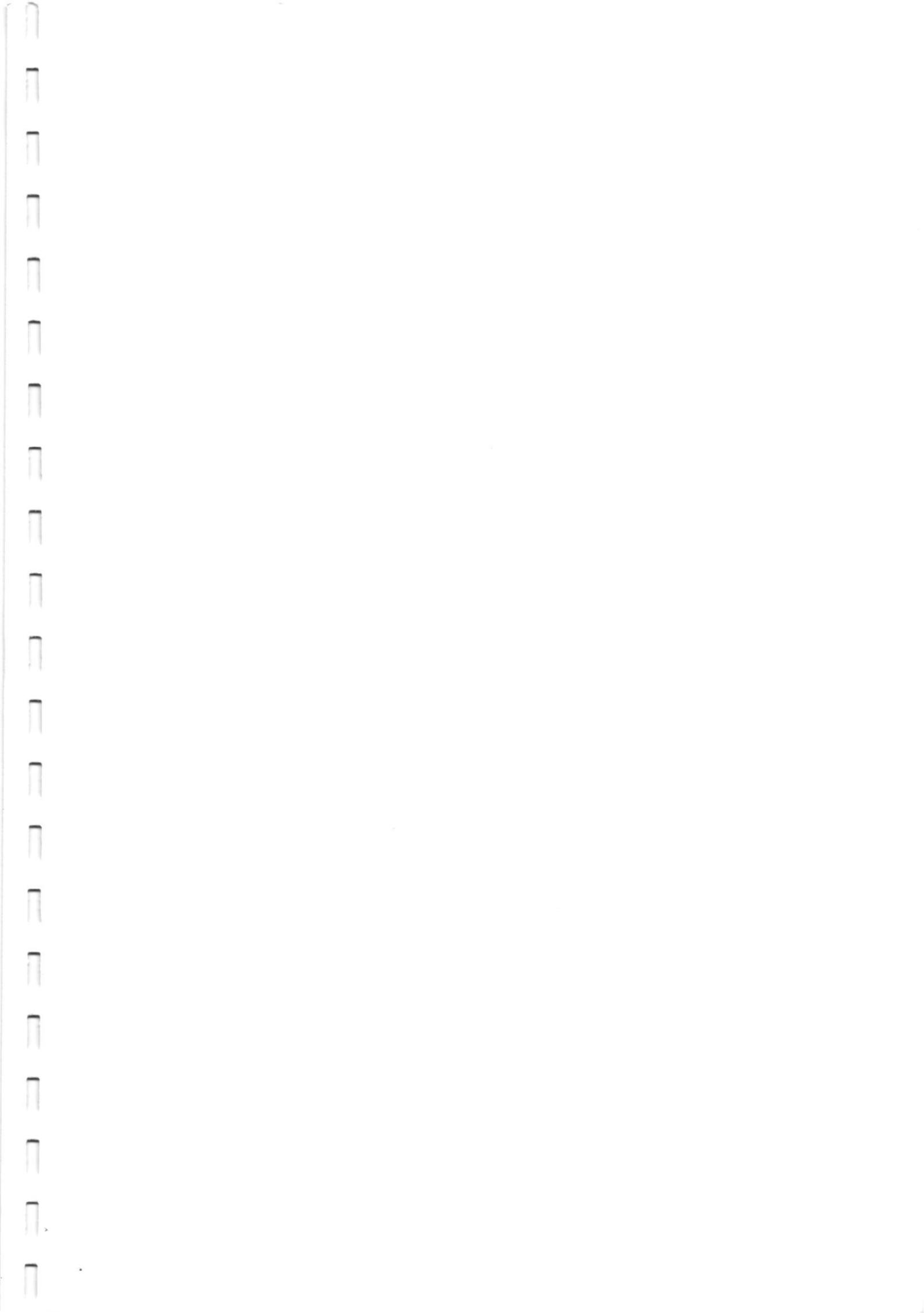
Without limitation upon the provisions of paragraph 1 of this Section I.A, the Recipient shall designate, at all times during the implementation of the Project, the respective Local Councils established in the respective Localities, to be responsible for, *inter alia*, verification of delivery of education services/outputs under Part 1(a)(i) of the Project, all in accordance with the Project Implementation Manual. To this end, the Recipient shall cause to be taken all actions, including, the provision of funding, personnel and other resources necessary to enable said Local Councils to perform said functions.

B. Implementation Arrangements

1. Project Implementation Manual

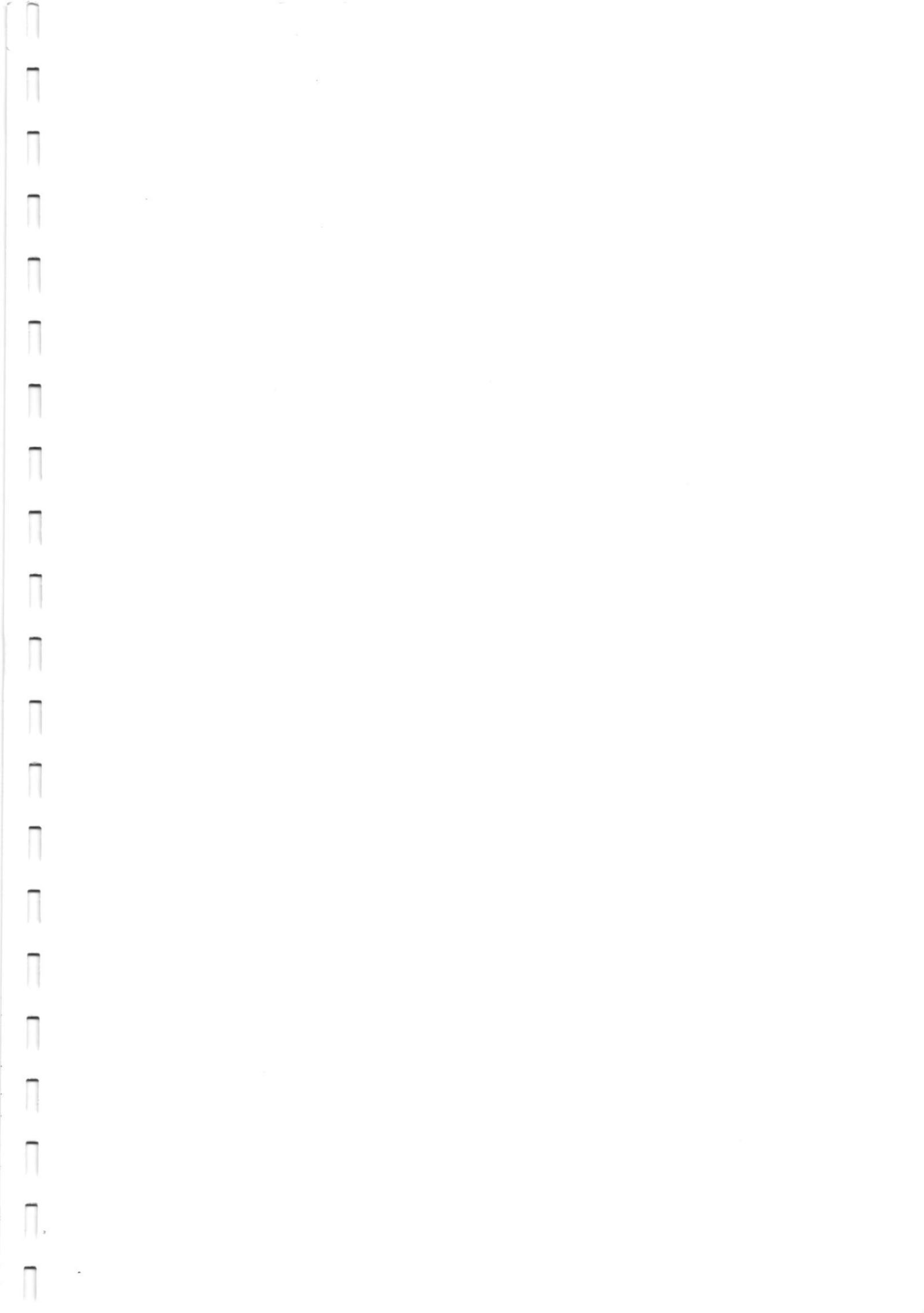
(a) The Recipient shall prepare, in accordance with terms of reference acceptable to the World Bank and furnish to the World Bank for review:

- (i) an implementation manual, which shall include provisions on the following matters: (A) description of necessary activities, processes and functions for sustained achievement of the Project's objectives; (B) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (C) procurement management procedures manual; (D) institutional administration, coordination and day to day execution of Project activities; (E) monitoring and evaluation; (F) reporting; (G) information, education and communication of Project activities; (H) guidelines for assessing potential environmental and social impacts of Project activities and designing appropriate mitigation, management, and



monitoring measures in respect of said impacts; and (I) such other technical and organizational arrangements and procedures as shall be required for the Project; and

- (ii) a School Grant Manual, in form and substance satisfactory to the Association, for the provision of Performance-Based School Grants under Part 1(a)(i) of the Project, which shall include a detailed elaboration of, *inter alia*, the following: (A) eligibility criteria and detailed procedures for the selection, approval and provision of said Performance-Based School Grants; (B) procurement arrangements and procedures; (C) each education service/output to be delivered under Part 1(a)(i) of the Project; (D) the methodology for calculating the unit price to be paid for each education service/output, which unit price shall be calculated on the basis of a methodology acceptable to the Association ("Unit Price"); (E) the procedures for evaluating and updating of the Unit Price for each education service/output; (F) the procedures for approval, monitoring and evaluation of each education service/output and for granting of a Performance-Based School Grant, including, the designation of the Recipient's teams to be responsible for the internal verification and external verification, respectively, of the quality and quantity of the education service/output delivered under said Part 1(a)(i) of the Project; and (G) maximum aggregate amount of all Performance-Based School Grants which may be made during each Fiscal Year of the Recipient.
- (b) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on said implementation manual and said School Grant Manual, and thereafter, shall adopt such implementation manual and such School Grant Manual, as shall have been approved by the World Bank ("Project Implementation Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) Except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual.



2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the World Bank not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities (including all Subprojects) proposed to be included in the Project during the following Fiscal Year (including Safeguard Instruments applicable to said activities in accordance with the provisions of Section I.E of this Schedule 2 and the measures proposed to be carried out under each of said Safeguard Instruments), and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the World Bank ("Annual Work Plan and Budget").

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

C. Anti-Corruption

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

D. Donor Visibility and Visit

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

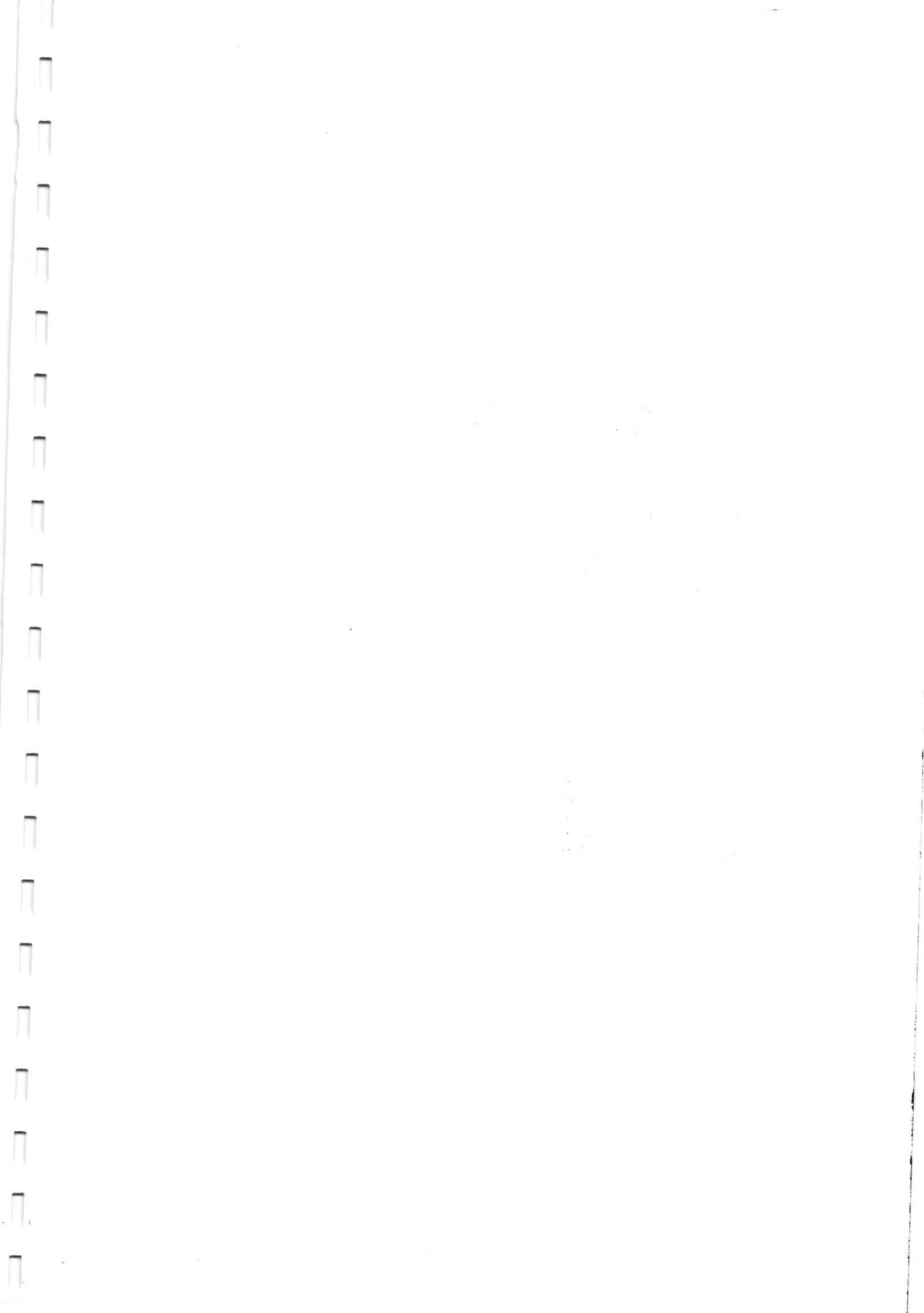


E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Management Framework ("ESMF") and Safeguard Instruments. To this end, the Recipient shall ensure that if any Project activity would, pursuant to the ESMF: (a) require the carrying out of an Environmental and Social Impact Assessment ("ESIA"), the Recipient shall ensure that an ESIA for such activity is: (i) carried out, in accordance with the requirements of the ESMF and furnished to the World Bank for review and approval; and (ii) disclosed as required by the ESMF and approved by the World Bank; and (b) require the preparation of an Environmental and Social Management Plan ("ESMP"), such ESMP is prepared in accordance with the ESMF and furnished to the World Bank for review and approval, and is disclosed as required by the ESMF and approved by the World Bank.
2. Without limitation upon its other reporting obligations under this agreement and under Section 2.06 of the Standard Conditions, 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 Safeguard Instruments, giving details of: (a) measures taken in furtherance of such ESMF and Safeguard Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF and Safeguard Instruments; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such ESMF and Safeguard Instruments.

F. Performance-Based School Grants under Part 1(a)(i) of the Project

1. *Eligibility.* In order to ensure the proper implementation of Part 1(a)(i) of the Project, the Recipient shall make Performance-Based School Grants to Eligible Schools for the delivery of education services/outputs in accordance with eligibility criteria and procedures acceptable to the World Bank, as elaborated in the School Grant Manual, which shall include, *inter alia*, the following:-
 - (a) the Recipient, through MEST, has determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank, and elaborated in the School Grant Manual, that:
 - (i) the proposed Eligible School is a legal entity and a provider of education services/outputs located in a participating LC with the organization, management, technical capacity and other resources necessary to provide said education services/outputs; and



- (ii) the delivery of the proposed education service/output: (A) is technically feasible, and financially and economically sound; and (B) if, pursuant to the ESMF, one or more Safeguards Instruments are required for the delivery of such proposed education service/output, such Safeguards Instruments have been prepared and approved by the World Bank and disclosed in accordance with the provisions of Section I.E of this Schedule 2, and all measures required to be taken in accordance with said Section I.E prior to commencement of the activities covered by the Safeguard Instrument have been taken; and (C) does not involve any involuntary resettlement.
- (b) the Recipient shall make each Performance-Based School Grant to an Eligible School on terms and conditions satisfactory to the World Bank, which shall include the following:
 - (i) the Performance-Based School Grant shall be made on non-reimbursable grant basis;
 - (ii) the Eligible School shall be required to: (A) deliver the education service/output with due diligence and efficiency and in accordance with sound technical, financial, economic, managerial, environmental and social standards and practices satisfactory to the World Bank including in accordance with the provisions of the ESMF and Safeguard Instruments, and the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient; (B) ensure that the resources required for the delivery of education services/outputs are provided promptly as needed; (C) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the World Bank, the progress of the delivery of education services/outputs and the achievement of related objectives; and (D) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank; and (ii) at the request of the World Bank or the Recipient, have such records audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the records as so audited to the Recipient and the World Bank;
 - (iii) the Eligible School shall be required to deliver the education services/outputs in accordance with the provisions of the School Grant Manual; and



- (iv) the Recipient shall have the right to: (A) inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the delivery of education services/outputs, the operations of the Eligible School, and any relevant records and documents; (B) obtain all information as it, or the World Bank, shall reasonably request regarding the administration, operation, and financial condition of the Eligible School; and (C) suspend or terminate the right of the Eligible School to use the proceeds of the Performance-Based School Grant, or obtain a refund of all or any part of the amount of the Performance-Based School Grant then withdrawn, as the case may be, upon failure by the Eligible School to deliver said education services/outputs or perform any of its obligations in accordance with the Project Implementation Manual; and
- (c) The Recipient shall exercise its rights in accordance with the above terms and conditions in such manner as to protect its interests and those of the World Bank (including, the right to suspend or terminate the right of the Eligible School to use the proceeds of the Performance-Based School Grant, or obtain a refund of all or any part of the amount of the Performance-Based School Grant then withdrawn, upon the Eligible School's failure to perform any of its obligations in accordance with the above terms and conditions) and to accomplish the purposes of the Performance-Based School Grant, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

G. Verification of the Delivery of Education Services/Outputs

(a) Internal Verification

The Recipient shall, under terms of reference acceptable to the Association and elaborated in the Project Implementation Manual, ensure that the respective participating Local Council verifies on a quarterly basis, the quality and quantity of the education services/outputs delivered under Part 1(a)(i) of the Project, and for which a Performance-Based School Grant is requested.

(b) External Verification

The Recipient shall engage, in accordance with the provisions of Section III of this Schedule, consultants to conduct independent verifications of the delivery of education services/outputs by Eligible Schools under Part 1(a)(i) of the Project. To this end, the Recipient shall, in accordance with terms of reference satisfactory to the Association, cause said consultants to carry out, throughout



Project implementation, regular independent verification exercises on the delivery of education services/outputs by Eligible Schools and to provide the World Bank with quarterly reports of such independent verification exercises; such independent verification to include, *inter alia*, school surveys, school spot checks, verification of data provided and records kept by Eligible Schools on the delivery of said education services/outputs, and assessments of the quality of said education services/outputs provided, all in accordance with the provisions of the School Grant Manual.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section III of this Schedule.
3. The Recipient shall, not later than one month prior to the mid-term review referred to in paragraph 4 of this Section II.A, furnish to the World Bank for comments, a report, in such detail as the World Bank shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review.
4. The Recipient shall, not later than eighteen (18) months after the Effective Date, undertake, in conjunction with all agencies involved in the Project, a comprehensive mid-term review of the Project during which it shall exchange views with the World Bank and implementing agencies generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under this Agreement and the performance by said implementing agencies, having regard to the performance indicators referred to in paragraph 1 of this Section II.A.
5. Following the mid-term review, the Recipient shall act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming



noted in the implementation of the Project, or to implement such other measures as may be required in furtherance of the objectives of the Project.

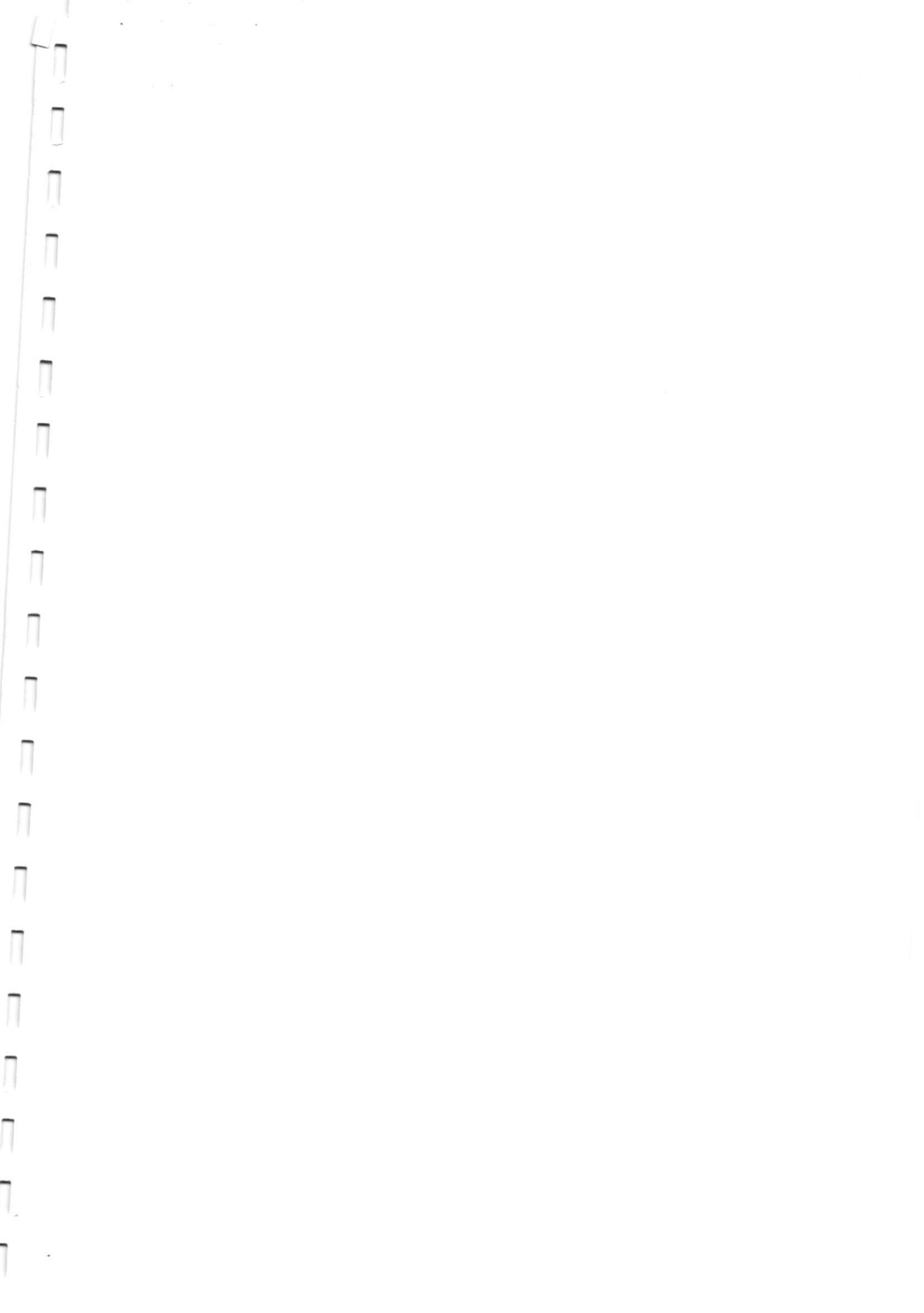
B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim 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.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

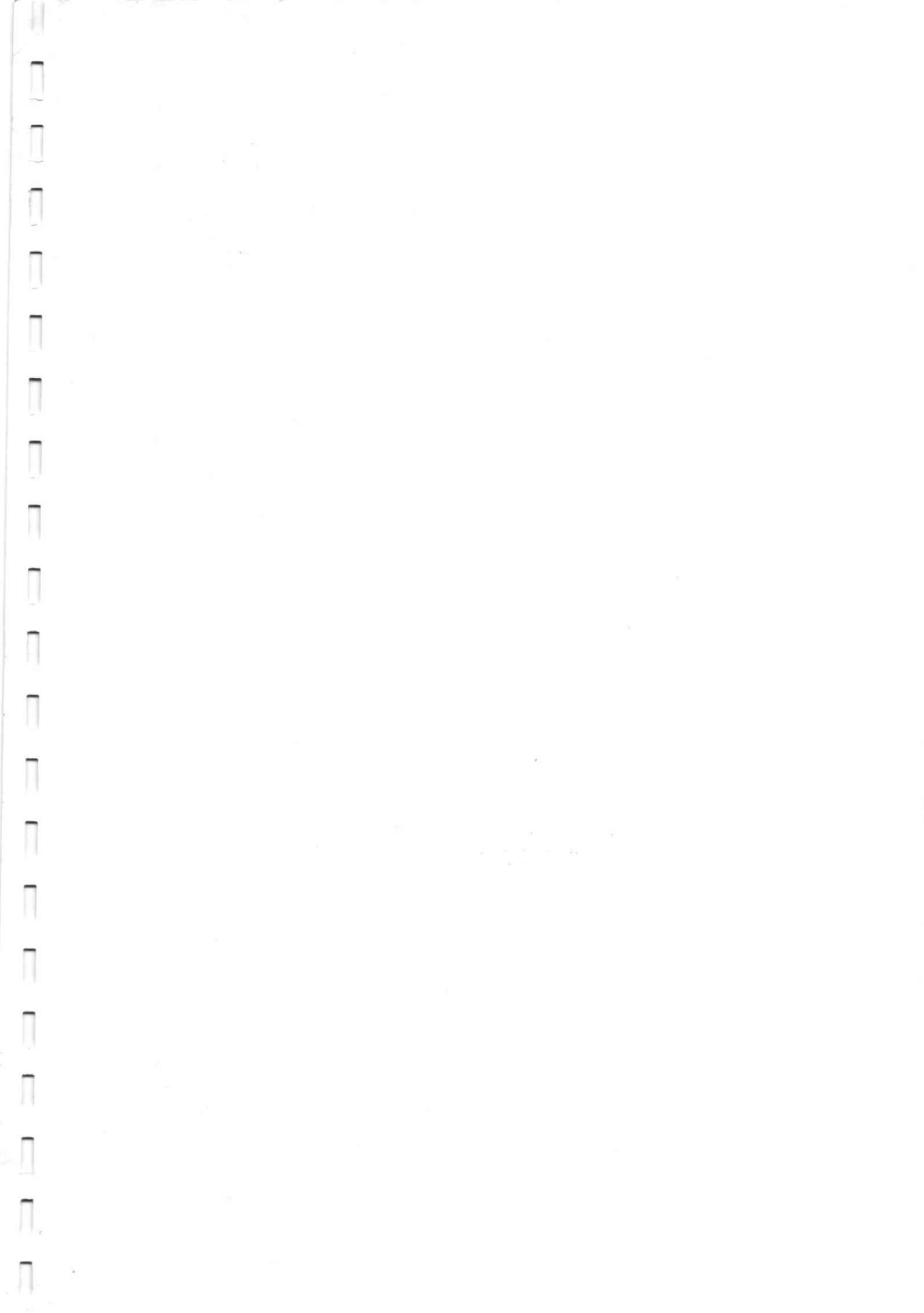
A. General

1. **Procurement and Consultant Guidelines.** All goods, works, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the Procurement Guidelines in the case of goods, works and non-consulting services and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.



B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

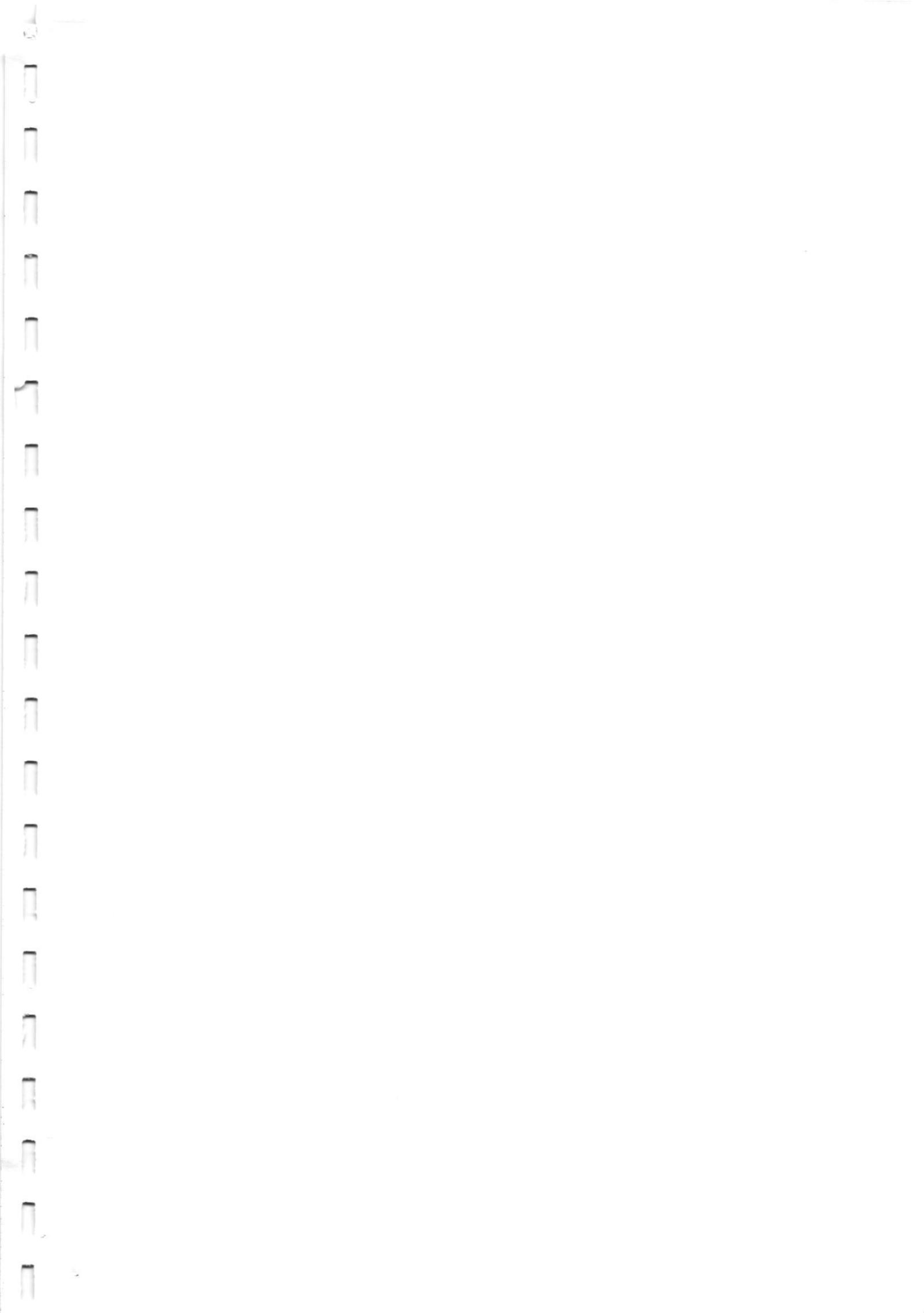
1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, *subject to the additional provisions in paragraph 3 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.
3. **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.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) 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.

D. Review by the World Bank of Procurement Decisions

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

E. Specific Procurement Covenant

The Recipient shall, not later than three (3) months after the Effective Date, update the procurement filing and record keeping system within MEST, in form and substance acceptable to the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

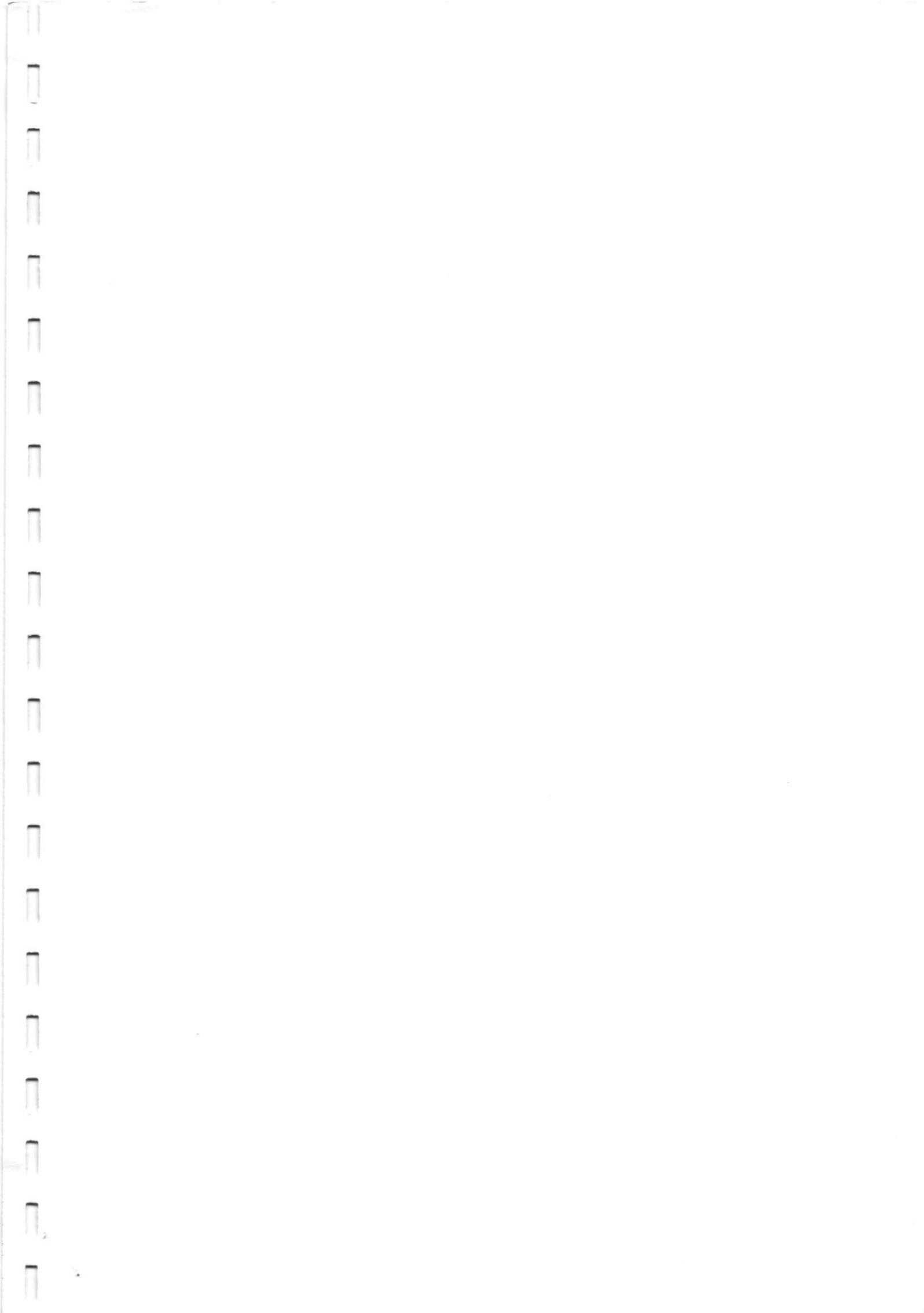
1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects", dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:



Category	Amount of Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Performance-Based School Grants under Part 1(a)(i) of the Project	3,245,000	100%
(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Parts 1(a)(ii), 1(b), 1(c), 1(d) and 3 of the Project	13,702,000	100%
(3) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Part 2 of the Project	0	
(4) Unallocated	953,000	
TOTAL AMOUNT	17,900,000	

B. Withdrawal Conditions; Withdrawal Period

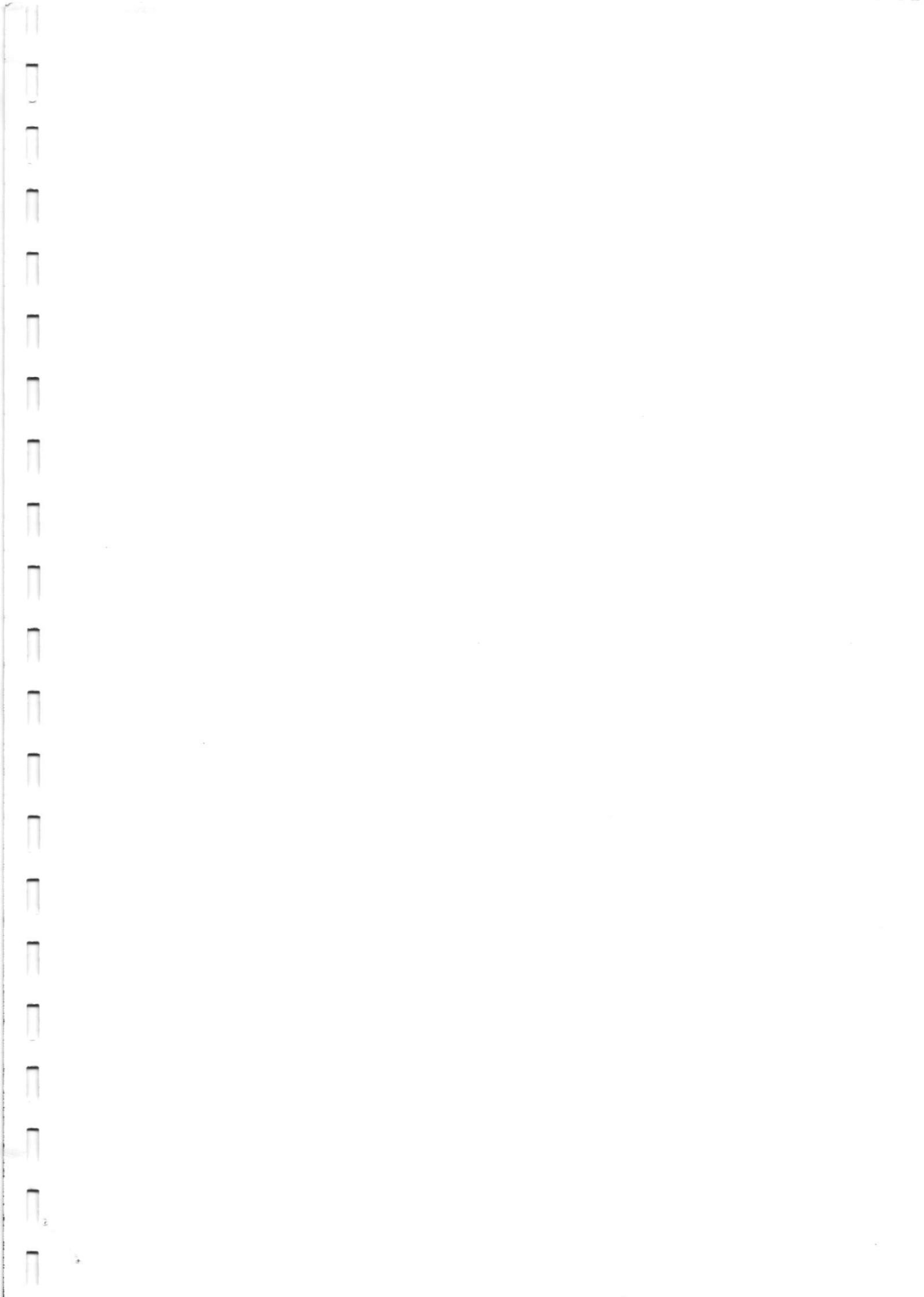
1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$500,000 equivalent may be made for payments made prior to this date but on or after November 19, 2013, for Eligible Expenditures under Category (2); or
 - (b) under Category (1), unless and until the Recipient has: (a) prepared and adopted the School Grant Manual; and (b) trained Eligible Schools on the use of the School Grant Manual; or
 - (c) under Category (2), unless and until the Recipient has recruited a procurement consultant for the Project in accordance with the provisions of Section III of Schedule 2 to this Agreement.
2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is February 28, 2017.



APPENDIX

Definitions

1. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement.
2. "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.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "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.
5. "Directorate of Policy and Planning" means the directorate responsible for policy and planning within MEST.
6. "ECCE" means early childhood care and education.
7. "Eligible School" means a school to which or for whose benefit a Performance-Based School Grant is made or proposed to be made for delivery of education services/outcomes, and "Eligible Schools" mean, collectively, two or more such schools.
8. "Environmental and Social Impact Assessment" or "ESIA" means, with respect to each activity under the Project pursuant to which the ESMF requires an environmental and social impact assessment, such assessment carried out pursuant to the provisions of Section I.E of Schedule 2 to this Agreement, in accordance with the ESMF.
9. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework dated March 31, 2014, and disclosed on May 6, 2014, setting forth the modalities for environmental screening and procedures for the preparation and implementation of environmental assessments and management plans under the Project, and such term includes all schedules and annexes to the ESMF, as the same may be amended from time to time with the written agreement of the World Bank.
10. "Environmental and Social Management Plan" or "ESMP" means the Recipient's plan, prepared in accordance with the ESMF and the provisions of Section I.E of Schedule 2 to this Agreement for the purposes of a Project activity.



11. "Fiscal Year" means the fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.
12. "Local Council" or "LC" means a local council established and operating pursuant to the Local Government Act and any successor thereto, and "Local Councils" or "LCs" means, collectively, all such Local Councils.
13. "Local Government Act" means the Local Government Act Number 1 of 2004 of the laws of the Recipient, as amended from time to time.
14. "Locality" means an administrative unit of the Recipient as defined by the Local Government Act.
15. "MEST" means the Recipient's Ministry of Education, Science and Technology, or any successor thereto.
16. "MoFED" means the Recipient's Ministry of Finance and Economic Development, or any successor thereto.
17. "Performance-Based School Grant" means a grant made or proposed to be made by the Local Council to a Beneficiary under Part 1(a)(i) of the Project.
18. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the World Bank pursuant to the provisions of Section I.B.2 of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, and salaries of Project staff, but excluding the salaries of the Recipient's civil service, meeting and other sitting allowances and honoraria to said staff.
19. "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.
20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated July 2, 2014, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. "Project Implementation Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement.



22. "Program" means the program of actions, objectives and policies set forth or referred to in the document of the Recipient entitled "Education Sector Plan 2014-2018 – Learning to Succeed", dated September 2013.
23. "Public Procurement Act" or "the Act" means the Public Procurement Act Number 14 of 2004 of the laws of the Recipient, as amended from time to time.
24. "Safeguard Instrument" means an ESIA or ESMP for a Project activity; and "Safeguard Instruments" means, collectively, two or more such instruments.
25. "School Grant Manual" means the Recipient's manual referred to in Section I.B.1(a)(ii) of Schedule 2 to this Agreement.
26. "Teachers Service Commission" means the Recipient's commission established and operating pursuant to the Sierra Leone Teaching Service Commission Act, Number 1 of 2011.
27. "Training" means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants' services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
28. "Unit Price" means for each education service/output, the unit price thereof determined in accordance with the provisions of Section I.B.1(a)(ii) of Schedule 2 to this Agreement.

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