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GPEF GRANT NUMBER TF0B4694

# Project Agreement

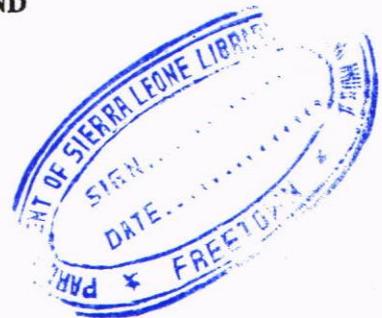
(Additional Financing for COVID-19 Response under the Free Education Project)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**  
(acting as Grant Agent for the Global Partnership for Education Fund)

and

**THE SAVE THE CHILDREN FUND**



11/20/2020

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**PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, acting as Grant Agent for the Global Partnership for Education Fund ("Bank"), and THE SAVE THE CHILDREN FUND ("Project Implementing Entity") ("Project Agreement") in connection with the Grant Agreement ("Grant Agreement") of the Signature Date between the REPUBLIC OF SIERRA LEONE ("Recipient") and the Bank, concerning GPEF Grant No. TF0B4694 and the Financing Agreement dated July 13, 2020, between the Recipient and the Association, concerning Grant No. D6810-SL.

The Bank and the Project Implementing Entity hereby agree as follows:

**ARTICLE I — STANDARD CONDITIONS; DEFINITIONS**

- 1.01. The Standard Conditions (as defined in the Appendix to the Grant Agreement) apply to and form 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 Grant Agreement or the Standard Conditions.

**ARTICLE II — PROJECT**

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the provisions of Article II of the Standard Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

**ARTICLE III — TERMINATION**

- 3.01. The date on which the provisions of this Agreement shall terminate is five (5) years after the Signature Date.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

- 4.01. The Project Implementing Entity's Representative is Director of Programme Partnerships.

4.02. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Bank's address is:

International Development Association  
1818 H Street, NW  
Washington, DC 20433  
United States of America; and

- (b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145 (MCI)	1-202-477-6391

4.03. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Project Implementing Entity's address is:

Save the Children Fund  
1 St. John's Lane,  
Farringdon, London  
EC1M 4AR, UK; and

- (b) the Project Implementing Entity's Electronic Address is:

E-mail:

supportercare@savethechildren.org.uk

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
(acting as Grant Agent for the Global Partnership  
for Education Fund)**

By

  
\_\_\_\_\_  
**Authorized Representative**

Name: Gayle Martin

Title: Country Manager

Date: 23-Feb-2021

**THE SAVE THE CHILDREN FUND**

By

Adam Berthoud  
\_\_\_\_\_  
**Authorized Representative**

Name: Adam Berthoud

Title: Director of Programme Partnerships

Date: 24-Feb-2021



## SCHEDULE

### Execution of the Project Implementing Entity's Respective Part of the Project

#### Section I. Implementation Arrangements

- A. To facilitate the implementation of its Respective Part of the Project, the Project Implementing Entity shall maintain at all times during the implementation of its Respective Part of the Project, competent staff in adequate numbers with experience and qualifications satisfactory to the Bank, all under terms of reference acceptable to the Bank.
1. Project Implementing Entity shall:
- (a) carry out the Project Implementing Entity's Respective Part of the Project in accordance with this Agreement, the Financing Agreement and the Grant Agreement;
  - (b) promptly refund to the Recipient for further refund to the Bank any proceeds from the Grant not used for purposes of carrying out the Project Implementing Entity's Respective Part of the Project or for achieving the objective thereof, or otherwise utilized in a manner inconsistent with the provisions of this Agreement, the Financing Agreement and the Grant Agreement;
  - (c) at the request of the Recipient or the Bank, exchange views with the Recipient and the Bank with regard to the progress of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof, and the Project Implementing Entity's performance of its obligations under this Agreement, and the Financing Agreement; and
  - (d) promptly inform the Recipient of any condition which interferes or threatens to interfere with the implementation of the Project Implementing Entity's Respective Part of the Project and the achievement of the objective thereof.
- B. **Other Arrangements**
1. *Project Implementation Manual*
- (a) To facilitate efficient implementation of the Project, the Project Implementing Entity shall, carry out its Respective Part of the Project in accordance with the Project Implementation Manual (PIM), containing detailed guidelines with respect to: (i) a detailed description of Project activities; (ii) the specific roles and responsibilities of Participating Agencies and the Project Implementing Entity with respect to its

coordination with the NGO Consortium members participating in the Project and the arrangements for ensuring coordination among them; (iii) arrangements on fiduciary matters, including financial management and procurement; (iv) institutional administration coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) social and environmental safeguards; (ix) corruption and fraud mitigation measures; (x) a grievance redress mechanism; (xi) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; (xii) intellectual property rights as they relate to materials produced by the Project Implementing Entity; and (xiii) such other technical and organizational arrangements and procedures as shall be required for the effective implementation of the Project in form and substance satisfactory to the Bank.

- (b) In case of any conflict between the provisions of the PIM and the provisions of this Agreement and the Financing Agreement, the provisions of this Agreement and the Financing Agreement shall prevail.

**C. Environmental and Social Standards**

1. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Project Implementing Entity shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Project Implementing Entity shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Project Implementing Entity shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
7. The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety

risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 2.06 (b) of the Standard Conditions and on the basis of the indicators acceptable to the Bank. Each such Project Report shall cover the preceding quarterly period and shall be furnished to the Recipient not later than thirty days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Bank of the overall Project Report.
2. The Project Implementing Entity shall provide to the Recipient not later than 5 months after the Project Closing Date, for incorporation in the report referred to in Section 2.06 (c) of the Standard Conditions all such information as the Recipient or the Bank shall reasonably request for the purposes of such Section.