

OFFICIAL DOCUMENTS

GRANT NUMBER D123-HT

Financing Agreement

(Providing an Education of Quality in Haiti Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 20, 2016

GRANT NUMBER D1230-HT

FINANCING AGREEMENT

AGREEMENT dated ~~December 20~~ 2016, entered into between the REPUBLIC OF HAITI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree 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 twenty one million two hundred thousand Special Drawing Rights (SDR 21,200,000) (“Financing”) to assist in financing 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. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is its Minister of Education and Vocational Training.
- 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 April 15 and October 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 objectives of the Project. To this end, the Recipient carry out the Project through the *Ministère de l'Éducation Nationale et de la Formation Professionnelle* (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, the Effectiveness Deadline is ninety (90) days after the date of this Agreement.
- 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 (20) years after the date of this 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'Économie 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

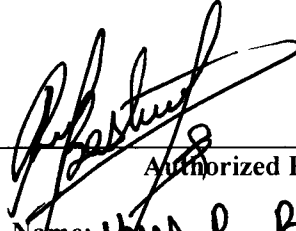
Telex: Facsimile:

248423 (MCI) 1-202-477-6391

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

REPUBLIC OF HAITI

By



Authorized Representative

Name: Yves R. Bachelier

Title: Ministre

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Mary Barton-Dock

Title: Special Envoy

SCHEDULE 1

Project Description

The objectives of the Project are to: (a) strengthen public management of the education sector; (b) improve learning conditions in selected public and non public primary schools; and (c) support enrollment of students in selected public and non public primary schools.

The Project consists of the following parts:

Part 1: Improving Institutional Capacity and Governance

Strengthening the technical capacity of the relevant units within the MENFP (including, the directorates of primary education, education and partnership, professional training and planning and external cooperation) to improve service delivery and overall educational governance, through, *inter alia*: (a) refining and piloting the QAS; (b) developing an education management information system incorporating QAS generated data; (c) designing and administering learning assessments of public and non public primary schools; and (d) strengthening the relevant MENFP directorates' overall institutional planning and budgeting practices.

Part 2: Supporting Access to Quality, Public Primary Education in Poor Communities

1. Improving primary educational services in Community School Management Committees (CSMCs) in Selected Departments, through: (a) designing community education plans; and (b) implementing said plans through the provision of Community Education Grants to carry out the following activities which include, *inter alia*: (i) constructing and rehabilitating public primary school buildings; (ii) financing teacher salaries; (iii) purchasing school supplies, materials and equipment; (iv) providing training in school management to relevant staff; and (v) financing student's tuition and transportation services expenses; all selected pursuant to the criteria and procedures as set forth in the Operations Manual.
2. Improving access to primary education in Beneficiary Public Primary Schools in Selected Departments, through, *inter alia*: (a) assessing the learning conditions and outcomes of said Beneficiary Public Primary Schools using the QAS redefined under Part 1(a) above; (b) designing improvement plans; and (c) implementing said plans through, *inter alia*: (i) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; (ii) developing and implementing information and communication activities for school directors, school officials and other relevant stakeholders; (iii) providing food rations, deworming and nutritional supplements to students; and (iv) based on the improvement plans developed under Part 2.2(a)

above, providing School Improvement Grants for *inter alia*: (A) carrying out small rehabilitation work; and (B) purchasing school materials, uniforms and furniture.

3. Provision of compensation, including cash compensation and other assistance paid for Involuntary Resettlement related to the implementation of the relevant resettlement action plan under the RPF.

Part 3: Supporting Access to Quality, Non Public Primary Education in Poor Communities

1. (a) Providing Student Enrollment Grants to Non Public Primary Schools Management Committees (NPPSMCs) in Selected Departments, to finance student's tuition expenses under the Tuition Waiver Program; and (b) carrying out communication activities to raise awareness among non public primary schools' officials and other stakeholders about said Tuition Waiver Program and the Quality Education Access Program under Part 3.2 below.
2. (a) Design and implementation of a results-based financing program (Quality Education Access Program or QEAP), through, *inter alia*: (i) carrying out an assessment of the learning conditions and outcomes of selected non public primary schools in Selected Departments; (ii) providing technical assistance and training to school directors and teachers on managerial, leadership and pedagogical skills and content knowledge; and (iii) providing food rations, deworming and nutritional supplements to students; and (b) providing QEAP Grants to NPPSMCs.

Part 4: Project Management, Monitoring and Evaluation

Provision of support to MENFP's for Project implementation, monitoring and evaluation through, *inter alia*: (a) strengthening MENFP's existing monitoring and evaluation systems; (b) carrying out impact evaluations of the Project; (c) financing of Operating Costs; (d) carrying out of the Project audits; and (e) the carrying out of independent external technical verifications in respect of the activities under Parts 3.1(a) and 3.2(b) above.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall: (a) operate and maintain, throughout Project implementation, a Project Implementation Unit (the PIU) within MENFP, with qualified and experienced staff in sufficient numbers, as well as with adequate funds, facilities, services and other resources, and responsible for the procurement, financial management, environmental and social, and monitoring and evaluation aspects of the Project, all acceptable to the Association; and (b) ensure that any staff of the PIU financed out of the proceeds of the Financing is selected and hired in accordance with Section III of this Schedule.

B. Implementation Documents

1. The Recipient, through MENFP, shall carry out, and/or cause to be carried out, the Project in accordance with the Operations 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) the eligibility criteria and mechanisms for selecting: (i) the CSMCs; (ii) the NPPSMCs; (iii) the Beneficiary Public Primary Schools; (iv) the specific activities under Part 2.1(b) and Part 2.2(c)(iv) of the Project to be financed through the pertinent Sub-grant; and (v) the Selected Departments;
 - (d) the conditions, verification protocol and disbursement procedures for the disbursement of Conditional Grants;
 - (e) the ESMF and RPF;
 - (f) the plan for capacity building and training activities under the Project;

- (g) the plan for the monitoring, evaluation and supervision of the Project;
 - (h) the performance indicators for the Project;
 - (i) the standardized models of Sub-grant Agreements and Conditional Grant Agreements; and
 - (j) the QAS.
2. In the event that any provision of the Operations Manual shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.
 3. The Operations Manual may only be amended from time to time in consultation with, and prior approval of, the Association.

C. Sub-grants

1. For purposes of carrying out: (a) Part 2.1(b) of the Project, the Recipient, through MENFP, shall enter into an agreement (Community Education Grant Agreement) with the pertinent CSMC; and (b) Part 2.2(c)(iv) of the Project, the Recipient, through MENFP, shall enter into an agreement (School Improvement Grant Agreement) with the pertinent Beneficiary Public Primary School; all under the terms and conditions satisfactory to the Association and set forth in paragraph 2 below.
2. Upon approval of the specific activities under Part 2.1(b) and Part 2.2(c)(iv) to be financed by the pertinent Sub-grant, and prior to the carrying out of any said activities by the corresponding CSMC or Beneficiary Public Primary School, as the case may be, the Recipient shall have entered into the pertinent Sub-grant Agreement under the terms and conditions acceptable to the Association, which shall include *inter alia*:
 - (a) The Recipient's right to protect its interests and those of the Association, including the right to:
 - (i) require the pertinent CSMC or Beneficiary Public Primary School to:
 - (A) carry out the pertinent activities with due diligence and efficiency and in accordance with: (1) sound technical, economic, financial, and managerial standards acceptable to the Association; (2) the ESMF and RPF; and (3) all the relevant terms and conditions of this Agreement (including the provisions of the Anti-Corruption

Guidelines applicable to recipients of grant proceeds other than the Recipient);

- (B) when applicable, provide promptly as needed, the resources required for the purpose of carrying out the pertinent activities;
 - (C) procure the goods, works and consultants' services to be financed out of the pertinent Sub-grant in accordance with the provisions of Section III of this Agreement;
 - (D) maintain policies and procedures adequate to enable the Recipient to monitor and evaluate the pertinent activities under Parts 2.1(b) and 2.2(c)(iv) of the Project in accordance with indicators acceptable to the Association, the progress of the pertinent activity 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 activities under Parts 2.1(b) and 2.2(c)(iv) of the Project; 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 activities, 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; and
- (ii) suspend or terminate the right of the pertinent CSMC, or Beneficiary Public Primary School, as the case may be, to use the proceeds of the pertinent Sub-grant, for the carrying out of the activities under Parts 2.1(b) and 2.2(c)(iv) of the Project, respectively, or obtain a refund of all or any part of the amount of said Sub-grant then withdrawn, upon the CSMC or Beneficiary

Public Primary School's, as the case may be, failure to perform any of their obligations under the pertinent Sub-grant Agreement.

3. The Recipient shall exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
4. Except as the Association shall otherwise agree, the Recipient shall not amend, terminate, assign, abrogate, waive or fail to enforce any Sub-grant Agreement or any provision thereof.
5. In the event that any provision of any Sub-grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

D. Conditional Grants

1. The Recipient, through MENFP, shall:
 - (a) for purposes of carrying out: (i) Part 3.1(a) of the Project, enter into an agreement (Student Enrollment Grant Agreement) with the pertinent NPPSMC; and (ii) Part 3.2(b) of the Project, enter into an agreement (QEAP Grant Agreement) with the pertinent NPPSMC; all under terms and conditions satisfactory to the Association;
 - (b) ensure that Conditional Grants are provided to each NPPSMC in accordance with the requirements and operating guidelines set forth in the Operations Manual;
 - (c) unless otherwise agreed by the Association, no later than twelve (12) months from the Effective Date, or any other later date agreed by the Association, hire an independent verification agent, under terms of reference acceptable to the Association to carry out the verification of compliance with the conditions set forth in the Operations Manual for the disbursement of Conditional Grants, all pursuant to the verification protocol and disbursement procedures set forth in the Operations Manual;
 - (d) cause said independent verification agent to, no later than July 15 of each calendar year, prepare and furnish to the Association, a report of such scope and in such detail as the Association shall reasonably request, on the results of the verification of compliance of the conditions mentioned under paragraph (c) above covering the last twelve (12) months prior to the date of presentation of each such report; and
 - (e) exercise its rights and carry out its obligations under each Conditional Grant Agreement in such manner as to protect the interests of the Recipient

and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, not amend, terminate, assign, abrogate, waive or fail to enforce any Conditional Grant Agreement or any provision thereof.

2. In the event that any provision of any Conditional Grant Agreement shall conflict with any of the provisions under this Agreement, the terms of this Agreement shall prevail.

E. Anti-Corruption

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

F. Safeguards

1. The Recipient, through MENFP, shall carry out, and/or cause the pertinent CSMC or Beneficiary Public Primary School to carry out, Parts 2(b)(i) and 2.2(c)(iv)(A) of the Project in accordance with the Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF), as applicable.
2. The Recipient, through MENFP, shall not amend, suspend, abrogate, repeal or waive any provisions of the ESMF or RPF without the prior written approval of the Association.
3. Without limitation to the provisions established in paragraphs 1 and 2 above, the Recipient, through MENFP, shall ensure and/or cause the pertinent CSMC or Beneficiary Public Primary School, through the respective Sub-grant Agreement, to ensure that prior to the carrying out of civil works under Parts 2.1(b)(i) and 2.2(c)(iv)(A) of the Project, the pertinent CSMC or Beneficiary Public Primary School, as the case may be, develops, adopts and implements specific environmental management plans and/or resettlement action plans (if any of said activities involve Involuntary Resettlement), satisfactory to the Association, for each of the pertinent activities in accordance with, and as required by, the ESMF and RPF.
4. The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Safeguards Policies then in force, as applied to the advice conveyed through such consultancy.
5. The Recipient shall ensure that no Financing proceeds are used to finance land acquisition.

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 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 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. 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) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (d) Direct Contracting; (e) procedures of Community Participation, acceptable to the Association; and (f) Procurement from UNESCO.

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) Single-source procedures for the Selection of Individual Consultants; (g) Selection of UNESCO; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (j) 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 Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<u>Category</u>	<u>Amount of the Grant Allocated (expressed in SDR)</u>	<u>Percentage of Expenditures to be Financed</u>
(1) Goods, non-consulting services, consultants' services, Training and Workshops and Operating Costs for Parts 1, 2.1(a), 2.2(a),2.2(b) 2.2(c)(i) -(iii), 3.1(b), 3.2(a) and 4 of the Project	10,000,000	100%
(2) Community Education Grants and School Improvement Grants under Parts 2.1(b) and 2.2(c)(iv) of the Project, respectively	4,600,000	100% pursuant to each Sub-grant Agreement
(3) Compensation (including cash compensation and other assistance paid for Involuntary Resettlement related to the implementation of the relevant resettlement action plan under the RPF)	200,000	100%

<u>Category</u>	<u>Amount of the Grant Allocated (expressed in SDR)</u>	<u>Percentage of Expenditures to be Financed</u>
(4) Conditional Grants under Parts 3.1(a) and 3.2 (b) of the Project	6,400,000	100% pursuant to each Conditional Grant Agreement
TOTAL AMOUNT	21,200,000	100%

For purposes of this table the term:

- (i) “Operating Costs” means reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of, communication costs, office supplies, and equipment maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, (but excluding consultants’ services and salaries of officials of the Recipient’s civil service); and
- (ii) “Training and Workshops” means the reasonable costs, as shall have been approved by the Association, for training and workshops, conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers and speakers, rental of training and workshop facilities, preparation and reproduction of training materials, and other costs directly related to training course or workshop preparation and implementation (but excluding goods and consultants’ services).

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.
- 2. The Closing Date is October 30, 2022.

APPENDIX

Section I. 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. “Beneficiary Public Primary School” means a school located in any of the Selected Departments which is vested with legal personality and meets the criteria to participate in the Project, as outlined in the Operations Manual.
3. “CSMC” means Community School Management Committee, a school management committee of a community located in a Selected Department which provides primary education services, is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Operations Manual.
4. “Community Education Grant” means a grant made out of the proceeds of the Financing, by the Recipient, through the MENFP to a CSMC, to finance goods, works, consultant services, non-consultant services, Training and Workshops, teacher salaries, and Operating Costs, for the carrying out of the activities under Part 2.1 (b) of the Project.
5. “Community Education Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent CSMC, pursuant to Section I.C.1 (a) of Schedule 2 to this Agreement.
6. “Conditional Grant” means any Student Enrollment Grant and/or any QEAP Grant.
7. “Conditional Grant Agreement” means any Student Enrollment Grant Agreement or QEAP Grant Agreement.
8. “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 (revised July 2014).
9. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
10. “ESMF” means the Recipient’s environmental and social management framework, acceptable to the Association (included in the Operations Manual), and disclosed in the Recipient’s territory on April 8, 2016 and on the Association’s external website on February 25, 2016, setting forth, *inter alia*, details of a program of environmental and social actions, measures and policies designed to maximize the

benefits of the Project, eliminate, offset or mitigate any adverse environmental and/or social impact, or reduce such impact to acceptable levels, along with the procedural and institutional measures needed to implement such actions, the guidelines for protection of natural habitats, forests and physical cultural resources, and the guidelines for the preparation and implementation of environmental/social management plans, as said framework may be amended from time to time with the prior consent of the Association.

11. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
12. “Involuntary Resettlement” means the involuntary taking of land resulting in: (a) standard of living adversely affected; 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.
13. “MENFP” means *Ministère de l'Éducation Nationale et de la Formation Professionnelle*, the Recipient’s Ministry of Education and Vocational Training, or any successor thereto.
14. “NPPSMC” means Non Public Primary School Management Committee, a school management committee of a non public primary school located in a Selected Department which is vested with legal personality and meets the selection criteria to participate in the Project, as outlined in the Operations Manual.
15. “Operations Manual” means the Recipient’s manual dated May 4, 2016, acceptable to the Association, referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Association.
16. “PIU” means the unit, referred to in Section I.A of Schedule 2 to this Agreement, or any successor thereto acceptable to the Association.
17. “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 (revised July 2014).
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 26, 2016 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.

19. “QAS” means “Quality Assurance System” a pilot system of the MENFP which aims at measuring key dimensions of school learning conditions (including, *inter alia*: infrastructure, water and sanitation, leadership, pedagogy) and providing tools to assess student learning, and corresponding standards, and governed by existing MENFP’s regulations.
20. “QEAP Grant” means cash payments made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student’s tuition expenses under Part 3.2(b) of the Project, upon meeting the conditions for disbursement and following the verification protocol and disbursement procedures set forth in the Operations Manual.
21. “QEAP Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(ii) of Schedule 2 to this Agreement.
22. “RPF” means the Recipient’s resettlement policy framework, acceptable to the Association (included in the Operations Manual), and disclosed in the Recipient’s territory on April 8, 2016 and on the Association’s external website on February 25, 2016, which sets forth, *inter alia*, the principles and objectives governing resettlement preparation and implementation, and a description of the process for preparing and approving resettlement action plans under the Project.
23. “Safeguards Policies” means the Association’s environmental and social safeguards operational policies and procedures (OPs/BPs) 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60, set forth in the Association’s Operational Manual and applicable to the Project.
24. “School Improvement Grant” means a grant made out of the proceeds of the Financing by the Recipient, through the MENFP to a Beneficiary Public Primary School, to finance goods and works for the carrying out of the activities under Part 2.2(c)(iv) of the Project, subject to specific terms and conditions set forth in the relevant School Improvement Grant Agreement.
25. “School Improvement Grant Agreement” means any of the agreements to be entered into by the Recipient and the pertinent Beneficiary Public Primary School pursuant to Section I.C.1 (b) of Schedule 2 to this Agreement.
26. “Selected Departments” means any political subdivision of the Recipient which meets the criteria set forth in the Operations Manual to participate in the Project.

27. "Student Enrollment Grant" means cash payments made out of the proceeds of the Financing by the Recipient, through the MENFP to a NPPSMC, to finance student's tuition expenses under Part 3.1(a) of the Project, upon meeting the conditions for disbursement and following verification protocol and disbursement procedures set forth in the Operations Manual.
28. "Student Enrollment Grant Agreement" means any of the agreements to be entered into by the Recipient and the pertinent NPPSMC pursuant to Section I.D.1(a)(i) of Schedule 2 to this Agreement.
29. "Sub-grant" means any Community Education Grant and/or any School Improvement Grant.
30. "Sub-grant Agreement" means any Community Education Grant Agreement or School Improvement Grant Agreement.
31. "Tuition Waiver Program" means the Recipient's tuition waiver program, consisting of providing tuition waivers to non public schools and dated September 2007.
32. "UNESCO" means the United Nations Educational, Scientific and Cultural Organization.