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CREDIT NUMBER 6107-SL

# Financing Agreement

(Additional Financing for the Revitalizing Education Development  
in Sierra Leone Project)

between

REPUBLIC OF SIERRA LEONE

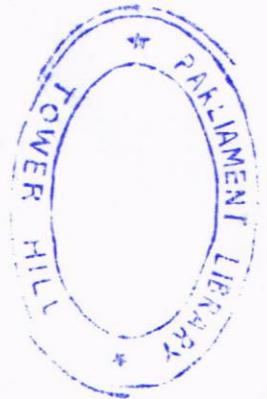
and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated JULY 27, 2017

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CREDIT NUMBER 6107-SL

**FINANCING AGREEMENT**

AGREEMENT dated JULY 27, 2017, entered into between the REPUBLIC OF SIERRA LEONE ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). 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 credit in an amount equivalent to seven million three hundred thousand Special Drawing Rights (SDR 7,300,000) (variously, "Credit" and "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.
- 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.



### ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through MEST 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. The Additional Condition of Effectiveness is that the Project Implementation Manual has been updated in accordance with Section I.B.1 of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.03. 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. The Recipient's Representative is its minister responsible for finance.
- 5.02. The Recipient's Address is:

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

Facsimile: 232 22 229 060

- 5.03. The Association's Address is:

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

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Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED at FREETOWN, SIERRA LEONE, as of the  
day and year first above written.

REPUBLIC OF SIERRA LEONE

By:



Authorized Representative

Name: MOMODU L. KARGBO

Title: MINISTER

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: P. BRAR

Title: COUNTRY MANAGER

## **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 additional rounds of Performance-Based School Grants to Eligible Schools supported by the Original Project against the achievement of performance indicators; (ii) Provision of technical advisory services and training for the validation and monitoring of the achievement against said performance indicators; and (iii) Expansion of Performance-Based School Grants to Eligible Schools not supported by the Original Project.
- (b) Operationalizing and strengthening the capacity of the Teaching 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**

Establishing robust school data collection and analysis systems, in particular, carrying out of an annual school census.

#### **Part 3. Project Management and Supervision**

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.



## 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, 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 MEST to perform said functions.

##### B. Implementation Arrangements

###### 1. Updated Project Implementation Manual

- (a) The Recipient shall prepare, in accordance with terms of reference acceptable to the Association and furnish to the Association for review an updated implementation manual to reflect Project activities and arrangements, which shall include necessary revisions to provisions in the original implementation manual on the following matters, as and when applicable: (i) description of necessary activities, processes and functions; (ii) arrangements on financial management; (iii) procurement management procedures; (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) guidelines for identifying potential social and environmental impacts of Project activities and appropriate mitigation, management, and monitoring measures in respect of said impacts ("Environmental Guidelines") developed in accordance with the ESMF; and (ix) such other technical and organizational arrangements and procedures as shall be required for the Project.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said updated implementation manual, and thereafter, shall adopt such updated implementation manual, as shall have been approved by the Association ("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 Association 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 Association not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, 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 Association 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 Association ("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 Association.

C. **Anti-Corruption**

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

D. **Safeguards**

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Management Framework ("ESMF") and the Environmental Guidelines.
- 2. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, waive, or permit to be assigned, amended, abrogated, or

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waived, the ESMF or the Environmental Guidelines, or any provision of either thereof.

3. Without limitation upon its other reporting obligations under this agreement and under Section 4.08 of the General Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the status of implementation of the ESMF and Environmental Guidelines, giving details of: (a) measures taken in furtherance of the ESMF or the Environmental Guidelines; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF or the Environmental Guidelines; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the ESMF and the Environmental Guidelines.
4. In the event of a conflict between the provisions of the ESMF or the Environmental Guidelines, on the one hand, and this Agreement on the other, the provisions of this Agreement shall prevail.

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

1. 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 in accordance with criteria and procedures acceptable to the Association, 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 Bank, and elaborated in the School Grant Manual, that the proposed Eligible School is a legal entity and a provider of education services/outputs located in a participating Local Council with the organization, management, technical capacity and other resources necessary to provide said education services/outputs;
  - (b) the Recipient shall make each Performance-Based School Grant to an Eligible School on terms and conditions satisfactory to the Association, as specified in the School Grant Manual, which shall include the following:
    - (i) the Performance-Based School Grant is made against achievement on performance indicators;
    - (ii) the amount of Performance-Based School Grant is based on the unit prices to be paid for achievements on applicable performance indicators;

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- (iii) the Performance-Based School Grant shall be made on non-reimbursable grant basis;
- (iv) the Eligible School shall be required to: (A) develop School Improvement Plans endorsed by the School Management Committee; (B) utilize proceeds of the Performance-Based School Grants to deliver education services/outputs in line with the proposed actions in the School Improvement Plans, and any other provisions on use of funds in the School Grant Manual; (C) display up to date information on Performance-Based School Grants receipts and utilization in a prominent location on school premises; (D) maintain environmental and social standards and practices satisfactory to the Association to deliver education services/outputs financed from the proceeds of the Performance-Based School Grants, including in accordance with the Environmental Guidelines; (E) maintain policies, procedures, and documentation adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Association, the achievement against performance indicators, and progress of the delivery of education services/outputs financed from proceeds of the Performance-based School Grants; and (F) (i) maintain adequate financial records, in accordance with the School Grant Manual; and (ii) at the request of the Association or the Recipient, have such records audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the records as so audited to the Recipient and the Association;
- (v) the Eligible School shall be required to implement Performance-based School Grants in accordance with the provisions of the School Grant Manual; and
- (vi) the Recipient shall have the right to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the reported achievement on performance indicators, the delivery of education services/outputs financed from proceeds of the Performance-based School Grants, the operations of the Eligible School, and any relevant records and documents; (B) obtain all information as it, or the Association, 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 Grants, or obtain a refund of all or any part of the amount of the Performance-Based School Grants then withdrawn, as the case may be, upon failure by the Eligible School to demonstrate

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achievement against performance indicators, deliver education services/outputs financed from the proceeds of the Performance-Based School Grants in line with the School Improvement Plans and provisions on use of funds in the School Grant Manual, or perform any of its obligations in accordance with the School Grant Manual.

- (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 Association (including, the right to suspend or terminate the right of the Eligible School to use the proceeds of the Performance-Based School Grants, or obtain a refund of all or any part of the amount of the Performance-Based School Grants 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 Grants, and, except as the Association 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.

**F. Verification of the Utilization of Performance-Based Grants**

The Recipient shall engage, before the end of each calendar year, in accordance with the provisions of Section III of this Schedule, consultants to conduct third party validation (sample-based) of the implementation of Performance-Based School Grants 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, a sample-based annual independent validation exercise to assess utilization of the proceeds of the Performance-Based School Grants and validate compliance with provisions of the School Grant Manual by Eligible Schools, and to provide the Association with annual reports of such independent validation exercises, all in accordance with the provisions of the School Grant Manual.

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

**A. Project Reports; Completion Report; Mid-Term Review**

- 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 and set out in the PIM. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

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2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 4.08(c) of the Standard Conditions. The Completion Report shall be furnished to the Association 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 Association for comments, a report, in such detail as the Association 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 fourteen (14) 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 Association 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 4.09 of the General Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the Association not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 4.09(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 Association not later than six months after the end of such period.

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### **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 Credit 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 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, 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 Association; (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 Association; (h) Community Participation procedures which have been found acceptable to the Association; (i) Shopping; and (j) Direct Contracting.

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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 Association shall be used;
  - (b) eligibility to participate in a procurement process and to be awarded a Association-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 Association 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;
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- (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 Association;
  - (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 Association's prior written concurrence;
  - (h) qualification criteria shall be applied on a pass or fail basis;

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- (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 Association'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 Association'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 Association; (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 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: (a) Article II of the General Conditions; (b) this Section; and (c) such additional instructions as the Association may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the

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Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Performance-Based School Grants under Part 1(a)(i) and Part 1(a)(iii) of the Project	4,600,000	100% Disbursed after the GPE Closing Date
(2) Performance-Based School Grants under Part 1(a)(iii) of the Project	300,000	100% Disbursed until the GPE Closing Date
(3) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Parts 1(a)(ii), 1(b), 2 and 3 of the Project	2,400,000	100% Disbursed after the GPE Closing Date
<b>TOTAL AMOUNT</b>	<b>7,300,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 300,000 equivalent may be made for payments made prior to this date but on or after June 20, 2017, for Eligible Expenditures under Category (2).
2. The Closing Date is December 31, 2019.



**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 15 and August 15, commencing August 15, 2023 to and including February 15, 2055	1.5625%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

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## 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 (revised 2014).
5. "Directorate of Policy and Planning" means the directorate responsible for policy and planning within MEST.
6. "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.
7. "Environmental Guidelines" means guidelines for identifying potential environmental impacts of Project activities and appropriate mitigation, management, and monitoring measures in respect of said impacts, developed in accordance with the ESMF and included in the Project Implementation Manual, as the same may be amended from time to time with the written agreement of the Association.
8. "Environmental and Social Management Framework" or "ESMF" means the Recipient's updated environmental and social framework dated May 12, 2017, and disclosed by the Recipient on May 12, 2017, as the same may be amended from time to time with the written agreement of the Association.
9. "Fiscal Year" means the fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.
10. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.

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11. "GPE Closing Date" means the "Closing Date" stipulated in the Original Financing Agreement, as amended from time to time.
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" 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. "MEST" means the Recipient's Ministry of Education, Science and Technology, or any successor thereto.
15. "MoFED" means the Recipient's Ministry of Finance and Economic Development, or any successor thereto.
16. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association 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, local and international 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.
17. "Original Financing Agreement" means the Global Partnership for Education Fund Grant Agreement for a Revitalizing Education Development Project between the Recipient and the Association, dated August 1, 2014, as amended to the date of this Agreement (GPEF Grant No. TF016568).
18. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.
19. "Performance-Based School Grant" means a grant made or proposed to be made by MEST to an Eligible School under Part 1(a)(i) of the Project.
20. "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 2014).
21. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 23, 2017 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.

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22. "Project Implementation Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
23. "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.
24. "Public Procurement Act" or "the Act" means the Public Procurement Act No. 1 of 2016 of the laws of the Recipient, as amended from time to time.
25. "School Grant Manual" means the Recipient's manual to guide administration of Performance-Based School Grants.
26. "Teaching 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 local and international 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) local and international 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.

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