Financing Agreement

(Reaching Out-of-School Children Project II)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 10, 2013
FINANCING AGREEMENT

AGREEMENT dated January 10, 2013, entered into between
PEOPLE'S REPUBLIC OF BANGLADESH ("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 credit in an amount equivalent to
eighty six million and two hundred thousand Special Drawing Rights
(SDR86,200,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance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 three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are March 15 and September 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 Dollars.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through its Directorate of Primary Education 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 Effectiveness Deadline is the date 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. The Recipient’s Representative is the Secretary or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary, or Assistant Chief of the Economic Relations Division of its Ministry of Finance.

5.02. The Recipient’s Address is:

   Economic Relations Division
   Ministry of Finance
   Government of the People’s Republic of Bangladesh
   Sher-e-Bangla Nagar
   Dhaka, Bangladesh
5.03. The Association's Address is:

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

Facsimile:
1-202-477-6391

AGREED at Dhaka, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By

Authorized Representative
Name: Md. Abul Kalam Azad
Title: Secretary

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative
Name: Ellen Goldstein
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to improve equitable access, retention and completion in quality primary education for out-of-school children in selected under-served areas of the Recipient’s territory.

The Project consists of the following parts:

Part 1. Increasing Equitable Access

(a) Provision of Grants to Learning Centers and of Educational Allowances to eligible students enrolled in LCs, including, *inter alia*:

(i) establishment of LCs;

(ii) identification and mobilization of targeted communities;

(iii) formation of Center Management Committees;

(iv) selection of eligible students;

(v) recruitment of qualified teachers;

(vi) operation of LCs; and

(vii) enrollment and retention of students in the LCs.

(b) Carrying out of a ROSC pilot in selected urban areas, including support to the establishment and operation of LCs in selected slums in Dhaka, and the implementation of a voucher program for the education of urban out-of-school children.

Part 2. Enhancing Education Quality

(a) Teacher development, consisting of, *inter alia*: initial foundation training, annual refresher training, and subject-based training with focus on English and mathematics.

(b) Classroom support, consisting of the provision of academic guidance to LC teachers and the provision of supplementary teaching-learning materials to LCs.
(c) Carrying out of a pre-vocational skills training pilot, including the implementation of a voucher program targeting eligible students participating in market-responsive trade courses.

Part 3. Improving Project Management and Capacity

(a) Project management and capacity building consisting of, inter alia:

(i) provision of technical assistance to the ROSC Unit for Project implementation; and

(ii) strengthening of the capacity of the ROSC Unit, Upazila Education Officers, CMCs, community mobilizers, monitoring officers and training coordinators through in-country, international and community-level training.

(b) Social awareness and advocacy, consisting of the formulation and implementation of strategies to enhance the community’s awareness of the Project, including, inter alia: the preparation and dissemination of informational materials; conferences and workshops at the central and Upazila-levels; community-level meetings; foundation and refresher training of CMC members; and the mobilization of print and electronic media.

Part 4. Monitoring and Evaluation

(a) Monitoring of inputs, processes and outputs consisting of, inter alia: preparation of LC databases, validation of LCs, trimester monitoring of LCs and sample-based compliance monitoring, including through the use of information and communications technology such as monitoring through short message service and data validation through smart phones.

(b) Carrying out of a learning assessment pilot, including support for two (2) rounds of student learning assessments for grades 3 and 5, applying the DPE learning assessment system.

(c) Impact evaluation of ROSC interventions consisting of: a baseline survey and follow-up surveys to assess Project impact, including piloted interventions.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain, throughout the period of Project implementation, the Reaching Out-of-School Children Steering Committee, chaired by the Secretary, Ministry of Primary and Mass Education and composed of representatives of MOPME, Ministry of Women and Children Affairs, Ministry of Social Welfare, Planning Commission, Finance Division, Economic Relations Division, Implementation Monitoring and Evaluation Division, DPE, Bureau of Non-Formal Education, Ministry of Health and Family Welfare, and two (2) non-government organizations, responsible for: providing strategic guidance, overseeing the overall implementation of the Project, carrying out annual reviews and resolving implementation issues.

2. The Recipient shall establish and thereafter maintain, throughout the period of Project implementation, a Project Implementation Committee, chaired by the Director-General, DPE, and composed of the Director Planning, DPE; Deputy Chief, MOPME; and representatives of the ROSC MIS Cell, Institute of Education and Research, Sonali Bank Limited or other state-owned commercial bank, Planning Commission, and IMED, responsible for facilitating Project implementation, and reporting to the Steering Committee on the progress of Project implementation.

3. The Recipient shall:

   (a) by not later than November 30, 2012, establish and thereafter maintain, throughout the period of Project implementation, the Reaching Out-of-School Children Unit, headed by a Project Director and a Deputy Project Director, responsible for the day-to-day implementation of the Project;

   (b) appoint the Project Director and Deputy Project Director referred to above in keeping with the approved qualifications and terms of reference for such positions;

   (c) cause the ROSC Unit to:

      (i) deploy experts in community mobilization to support the establishment and first year operation of LCs;

      (ii) deploy experts from specialized training agencies to administer teacher development activities; and
(iii) cause the establishment and maintenance, throughout the period of Project implementation, of a CMC, with terms of reference acceptable to the Association, for each LC;

(d) by not later than thirty (30) days after the Effective Date, enter into a contract with the Institute of Education and Research, University of Dhaka for the latter to serve as a training agency with respect to the implementation of Part 2(a) of the Project; and

(e) by not later than thirty (30) days after the Effective Date, enter into a contract with the Sonali Bank Limited or other state-owned commercial bank for the latter to serve as the disbursement agency with respect to the disbursement of Grants, Educational Allowances and Vouchers.

B. Anti-Corruption

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

C. Provision of Grants, Educational Allowances and Vouchers

1. The Recipient shall make Grants to CMCs and provide Educational Allowances and Vouchers to students in accordance with eligibility criteria and procedures acceptable to the Association, including those set forth in the Operations Manual.

2. The Recipient shall make each Grant under a Cooperation Agreement with the respective CMC on terms and conditions approved by the Association, which shall include the following:

(a) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(i) suspend or terminate the right of the CMC to use the proceeds of the Grant or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the CMC's failure to perform any of its obligations under the Cooperation Agreement; and

(ii) require each CMC to:

(A) carry out its obligations under the Cooperation Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption


Guidelines applicable to recipients of loan proceeds other than the Recipient;

(B) comply with the requirements of the EMF and any EMP developed thereunder, the SIMF, the Anti-corruption Guidelines and the GAAP;

(C) provide, promptly as needed, the resources required for the purpose;

(D) (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 operation of the LC; 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;

(E) enable the Recipient and the Association to inspect the LC, its operation and any relevant records and documents; and

(F) 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.

(b) The Recipient shall exercise its rights under each Cooperation 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, the Recipient shall not assign, amend, abrogate or waive any Cooperation Agreement or any of its provisions.

D. Safeguards

1. The Recipient shall ensure that the Project, including the operation of each LC, is carried out in accordance with the provisions of the Environmental Management
Framework, including any Environmental Management Plan developed thereunder, and the Social Inclusion and Management Framework, including any Tribal Children Development Plan prepared thereunder.

2. To that end, the Recipient shall ensure that:

(a) environmental screening shall be carried out for all LCs and reports shall be prepared in accordance with the EMF;

(b) social assessments shall be carried out for the selected Upazilas and reports shall be prepared in accordance with the SIMF;

(c) when necessary for the operation of LCs, Environmental Management Plans, acceptable to the Association, shall be prepared in accordance with the EMF; and

(d) LCs shall be operated in accordance with the Environmental Management Plan prepared for LCs.

3. The Recipient shall not assign, amend, abrogate or waive, nor permit to be assigned, amended, abrogated or waived, the EMF, the SIMF, or any Environmental Management Plan without the prior written approval of the Association.

4. In the event of a conflict between the provisions of any of the instruments referred to in paragraph 3 above and those of this Agreement, the provisions of the latter shall prevail.

E. Operations Manual

1. Without limitation upon the provisions of Section 3.01 of this Agreement, the Recipient shall ensure that the Project is carried out in accordance with the Operations Manual.

2. Except as the Association may otherwise agree, the Recipient shall not amend or waive any provision of the Operations Manual if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project. In the event of a conflict between the provisions of the Operations Manual and those of this Agreement, the provisions of the latter shall prevail.

F. Participation Agreement

The Recipient, through MOPME, shall, not later than November 30, 2012, enter into a participation agreement with LGED, under terms and conditions satisfactory to the Association, such agreement to set forth MOPME’s and
LGED’s respective responsibilities with respect to the implementation of data processing and monitoring activities under the Project, including, *inter alia*, LGED’s obligation to abide by the Anti-Corruption Guidelines.

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

**A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.03 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association no later than forty-five (45) days after the end of the period covered by such report.

   (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

   (i) number of out-of-school children enrolled in LCs;
   (ii) percentage of female students enrolled in LCs;
   (iii) percentage of students from disadvantaged groups;
   (iv) average grade retention rate;
   (v) completion rate for LC students; and
   (vi) completion of two (2) rounds of systematic student learning assessments.

**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. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, 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 (1) fiscal year of the Recipient.
The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

2. Except as the Association may otherwise agree, the Recipient shall, by not later than two (2) months after the Effective Date, engage a financial management consultant for the Project, with qualifications and terms of reference satisfactory to the Association.

Section III. Procurement

A. General

1. Goods and Non-consulting Services. All goods 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 and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods and Non-consulting Services

(a) The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan:

(i) National Competitive Bidding, following the procedures of the Procurement Laws subject to paragraph (b) below;

(ii) Shopping, following the request for quotation method of the Procurement Laws; and
(iii) Direct Contracting.

(b) The following provisions apply for the contracting of goods and non-consulting services under National Competitive Bidding, using bidding documents acceptable to the Association:

(i) post bidding negotiations shall not be allowed with the lowest evaluated cr any other bidder;

(ii) bids should be submitted and opened in public in one (1) location immediately after the deadline for submission;

(iii) rebidding shall not be carried out, except with the Association’s prior agreement;

(iv) lottery in award of contracts shall not be allowed;

(v) bidders’ qualification/experience requirement shall be mandatory;

(vi) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and

(vii) single stage two (2) envelope procurement system shall not be allowed.

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 contracts 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; and (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines 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.

E. **Other Undertakings**

Except as the Association may otherwise agree, the Recipient shall: (a) by not later than two (2) months after the Effective Date, engage a procurement consultant for the Project, with qualifications and terms of reference satisfactory to the Association; and (b) implement the Procurement Risk Mitigation Plan in a manner acceptable to the Association, and ensure the preparation and submission of annual reports to the Association on procurement activities undertaken during the preceding period covered by said report.

**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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Table: Percentage of Amount of the Expenditures to be Financing Allocated Financed (expressed in SDR) (inclusive of Taxes)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Grants, Educational Allowances, Vouchers and Training</td>
<td>83,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants' services, goods and Operating Costs</td>
<td>2,300,000</td>
<td>45%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>86,200,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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 December 31, 2017.
**SCHEDULE 3**

**Repayment Schedule**

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15:</td>
<td></td>
</tr>
<tr>
<td>commencing March 15, 2023 to and including September 15, 2032</td>
<td>1%</td>
</tr>
<tr>
<td>commencing March 15, 2033 to and including September 15, 2052</td>
<td>2%</td>
</tr>
</tbody>
</table>

* 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.
APPENDIX

Section I. Definitions


2. “Bureau of Non-Formal Education” means the Bureau of Non-Formal Education within the Recipient’s Ministry of Primary and Mass Education.

3. “Center Management Committee” and the acronym “CMC” mean an institution formed under the Project and responsible for the establishment and management of Learning Centers (as hereinafter defined).


5. “Cooperation Agreement” means the agreement between the DPE (as hereinafter defined) and a CMC referred to in paragraph 2 of Section I.C.2 of Schedule 2 to this Agreement.

6. “Directorate of Primary Education” and the acronym “DPE” mean the Directorate of Primary Education within the Recipient’s Ministry of Primary and Mass Education, or any successor thereto.

7. “Educational Allowance” means an allowance provided by DPE to eligible children attending eligible Learning Centers.

8. “Environmental Management Framework” and the acronym “EMF” mean the Recipient’s Environmental Management Framework dated July 17, 2012, acceptable to the Association, which sets out, inter alia: (i) general policies, guidelines, and procedures to be integrated into the selection of LCs under the Project; (ii) procedures for environmental screening of possible LC locations for potential environmental impacts; (iii) guidelines and procedures for the implementation of mitigation measures, including the preparation of Environmental Management Plans, and for environmental supervision and monitoring; and (iv) the institutional arrangements for environmental management, as said framework may be revised from time to time with the prior written approval of the Association, and such term includes any annexes or schedule to such framework.

9. “Environmental Management Plan” and the acronym “EMP” mean a plan, acceptable to the Association, to be developed by DPE for LCs in accordance
with the Environmental Management Framework, which sets out the mitigation measures, monitoring program and implementation responsibilities to eliminate any adverse environmental impacts or reduce them to acceptable levels, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan, and “Environmental Management Plans” and “EMPs” mean, collectively, all such plans.

10. “Finance Division” means the Finance Division within the Recipient’s Ministry of Finance, or any successor thereto.

11. “GAAP” means the Recipient’s Governance and Accountability Action Plan, dated August 28, 2012, acceptable to the Association, which identifies key governance issues under the Project and sets forth mitigating actions to address said issues, as said plan may be modified from time to time with the prior written agreement of the Association.


13. “Grant” means a grant provided by DPE to a CMC under Part 1(a) of the Project for purposes of assisting the CMC in: (i) the establishment of an LC; (ii) purchasing student uniforms and stationery; and (iii) paying for teachers’ salaries, LC venue rental and maintenance and management costs, including salaries of training coordinators.

14. “Implementation Monitoring and Evaluation Division” and the acronym “IMED” mean the Implementation Monitoring and Evaluation Division within the Recipient’s Ministry of Planning, or any successor thereto.

15. “Institute of Education and Research, University of Dhaka” means an apex institute in the field of professional education in Bangladesh.

16. “Learning Center” and the acronym “LC” mean a learning center eligible to receive a Grant under Part 1(a) of the Project.

17. “Local Government Engineering Department” and the acronym “LGED” mean the Local Government Engineering Department within the Recipient’s Ministry of Local Government, Rural Development and Cooperatives.

18. “Ministry of Finance” means the Recipient’s Ministry of Finance or any successor thereto.

20. "Ministry of Primary and Mass Education" and the acronym "MOPME" mean the Recipient's Ministry of Primary and Mass Education or any successor thereto.


23. "MIS Cell" means the data processing and monitoring agency for the Project located at the Local Government Engineering Department.

24. "Operating Costs" means the reasonable costs incurred on account of the implementation of the Project for office utilities, office supplies and stationeries, operation and maintenance of equipment and vehicles, hiring of vehicles, fuel, office rent, bank charges, advertising costs, and salaries and allowances related to Project-related travel and training of contracted staff but excluding salaries of the Recipient's civil servants.

25. "Operations Manual" means the manual to be prepared by the Recipient, acceptable to the Association, which sets out eligibility criteria, procedures and guidelines for the provision of Grants, Educational Allowances and Vouchers.


28. "Procurement Laws" means, collectively, the Recipient's Public Procurement Act 2006, the Recipient's Public Procurement Rules, 2008 (as amended in August 2009), and the Recipient's Public Procurement Act (1st Amendment) 2009.

29. "Procurement Plan" means the Recipient's procurement plan for the Project, dated August 27, 2012 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph .25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

30. "Procurement Risk Mitigation Plan" means the framework of measures and actions, acceptable to the Association, aimed at mitigating procurement-related risks in the carrying out of the Project.
19.

"Project Implementation Committee" means the committee referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.

32.

"Reaching Out-of-School Children Steering Committee" means the committee referred to in paragraph 1 of Section I.A of Schedule 2 to this Agreement.

33.

"Reaching Out-of-School Children Unit" and "ROSC Unit" mean the unit referred to in paragraph 3(a) of Section I.A of Schedule 2 to this Agreement.

34.

"Social Inclusion and Management Framework" and the acronym "SIMF" mean the Recipient's Social Inclusion and Management Framework dated August 15, 2012, acceptable to the Association, which sets out, inter alia: (i) guidelines and procedures for the integration of measures for social inclusion in the selection, design and operation of LCs; (ii) the social inclusion strategy and measures, including procedures for social assessment of the selected Upazilas; (iii) the implementation arrangements; and (iv) the guidelines and procedures for the grievance redress mechanism, as said framework may be revised from time to time with the prior written approval of the Association, and such term includes any annexes or schedules to such framework.

35.

"Sonali Bank Limited" means a public limited company formed under the Banking Companies Act 191.

36.

"Training" means expenditures (other than those for consultants' services) to finance the reasonable cost of the services of trainers, meeting rooms, publications, travel costs, per diem allowances for trainees, workshops, seminars and study tours as agreed with the Association.

37.

"Tribal Children Development Plan" and the acronym "TCDP" mean the Recipient's plan, satisfactory to the Association, to be developed for a target Upazila in accordance with the Social Inclusion and Management Framework, which sets out basic principles to be applied in the selection, design and operation of LCs under the Project to ensure social inclusion of any out-of-school tribal children within the catchments of the LCs, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan, and "Tribal Children Development Plans" means, collectively, all such plans.

38.

"Upazila" means a sub-district, an administrative unit in the territory of the Recipient.

39.

"Upazila Education Officer" means the Recipient's regular staff deployed at the Upazila level to oversee primary education activities.
40. "Voucher" means an amount covering student education allowances and tuition fees provided by DPE: (i) eligible children working as domestic workers; or (ii) eligible students participating in market-responsive trade courses.