OFFICIAL DOCUMENTS

CREDIT NUMBER 6390-SN

Financing Agreement

(First Africa Higher Education Centers of Excellence for Development Impact Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Buly 19, 2019

CREDIT NUMBER 6390-SN

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE 1 — GENERAL CONDITIONS; DEFINITIONS

- The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II - FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of thirteen million one hundred thousand Euros (EUR 13,100,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are April 15 and October 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 Euro.

ARTICLE III - PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Part 1 of the Project through the Higher Education Institutions; (b) collaborate with International Centre of Insect Physiology and Ecology (ICIPE) to carry out Part 2 of the Project; and (c) collaborate with the Association of African Universities (AAU) to carry out Part 3 of the Project, all in in accordance with the provisions of Article V of the General Conditions and the Performance and Funding Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - the participating Higher Education Institutions' legislation have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Participating Universities to perform any of their obligations under the Performance and Funding Agreements;
 - (b) the AAU Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the AAU to perform any of its obligations under the Project; and
 - (c) the ICIPE Charter has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the ICIPE to perform any of its obligations under Part 2 of the Project.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Performance and Funding Agreements have been executed in form and substance satisfactory to the Association on behalf of the Recipient and the Higher Education Institutions.
 - (b) the Project Regional Operations Manual has been endorsed by the Recipient in form and substance satisfactory to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely that the Performance and Funding Agreements have been duly authorized or ratified by the Recipient and the Higher Education Institutions and are legally binding upon the Recipient and the Higher Education Institutions in accordance with their terms.

- The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.04. For purposes of Section 10.05 (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 Signature Date.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministère de l'Economie, du Plan et de la Coopération Rue René N'diaye Avenue Carde 6eme Etage B.P. 4017 Dakar Senegal; and

(b) the Recipient's electronic address is:

Cable:

Tel:

MINIFINANCES

+ (221) 33-889-2106

- 6.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

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

(b) the Association's electronic address is:

Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF SENEGAL

Name:

Ministère de l'Esonomia,
du Plan et de la Coopération
Le Ministre

Date:

Amadou HOTT
July 19, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

NQUEMO

Name: Louise

Title: Country Wines

Date: June 17, 2019

Project Description

The objective of the Project is to improve the quality, quantity and development impact of postgraduate education in selected universities through regional specialization and collaboration.

The Project consists of the following parts:

Part 1: Establishing New and Scaling-up Well-performing Existing ACEs for Development Impact

Strengthen the capacity of the Africa Centers of Excellence (ACEs) and the host institutions in West and Central Africa Higher Education Institutions, in particular to:

- Establish new ACEs and increase the number of top quality centers and relevant programs offered in the region, and introduce new thematic areas that are not in existing ACEs through, inter alia, scaling up of student enrollment with a focus on recruitment of regional students, achieving international quality standards, introducing new academic programs, promoting project-based learning and innovative pedagogy; establishing new laboratories, enabling technology transfer and business/entrepreneurship; building linkages to the productive sector, academic partnerships, strengthening of the engineering technology programs within the respective colleges or schools of engineering, enhancing teaching and research capacity, and promoting institutional transformation.
- 2. Enhance capacity of the existing ACEs to scale-up their activities and deepen development impact, including, strengthening productive partnership with industry and other economic sectors, sectoral stakeholders, ministries and policymakers, boosting regional leadership of regional networks, leading efforts in training of quality postgraduate students and maintaining international accreditation, acting as drivers of research solutions to development challenges in the region, and strengthening of the engineering technology programs within the respective colleges or schools of engineering.

Part 2: Fostering Regional Partnerships and Scholarships

 Expanding the regional impact of the ACEs, in particular, Financing of the Recipient's contribution to the Regional Scholarship and Innovation Fund (RSIF) the scholarship and research grants in the applied sciences, engineering and technology fields to, inter alia, enhance: (a) the provision of scholarships for 3-4 year PhD training programs on competitive selection basis, in priority areas for citizens of Sub-Saharan countries at the selected host universities; and (b) the provision of Research Grants to: (i) faculty of RSIF host institutions involved in a PhD program, and (ii) RSIF graduates who obtain a post-doctoral or permanent position in an academic institution or research center.

Part 3: Enhancing Regional Project Facilitation, and Monitoring and Evaluation

Supporting regional facilitation by Association of African Universities (AAU) as the Regional Facilitation Unit (RFU) including: (a) planning, monitoring and evaluation activities related to ACE Impact Center, and activities of the regional centers; (b) regional exchange of information, knowledge and technologies; (c) relevant technical assistance and capacity building for facilitation of ACEs and regional centers; (d) facilitating the development of collaboration between the ACEs and with other national research and education networks, including creating digital networking platforms, through the provision of technical advisory services, approved training, conducting workshops, conferences, study tours and exchange programs; and (e) supporting regional policy making within higher education, including carrying out studies, all through the provision of technical advisory services, training and workshops.

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation:

- Its representation at ministerial and government levels in the Project Steering Committee. The Project Steering Committee shall hold annual and semi-annual meetings respectively, and provide overall guidance and oversight for the Project, including advocating for regional collaboration in higher education, and to act as a liaison between the Project, regional leadership and the public at large.
- The National Steering Committee to hold semi-annual reviews of performance and implementation support for the Project at national level, including approvals of Annual Work Programs and implementation planning.
- The Project Implementation Teams in ACE Impact Center or Higher Education Institutions to run the day-to-day management of the Project.

All with the composition, staffing, and powers acceptable to the Association as further described in the Project Operational Manual, in the Project Implementation Plan or in the Performance and Funding Agreements.

B. Annual Work Programs

- The Recipient shall, not later than November 1 in each calendar year during Project
 implementation, prepare, in cooperation with the Higher Education Institutions
 and furnish to the Association, a program of activities proposed for inclusion in
 the Project during the following fiscal year, including: (a) a detailed timetable and
 budget for the sequencing and implementation of said activities; (b) the types of
 expenditures required for such activities; and (c) the planned procurement methods
 for the expenditures.
- The Recipient shall exchange views with the Association on each such proposed Annual Work Program, and shall thereafter cause the Higher Education Institutions and the ACEs to carry out such program of activities for such following fiscal year as shall have been agreed between the Recipient and the Association.
- Only those activities, which are included in an Annual Work Program, shall be
 included in the Project. Notwithstanding the foregoing, the Annual Work Program
 might be amended from time to time to include new activities with the prior and
 written concurrence of the Association.

C. Eligible Expenditure Programs and Technical Controls

- The Recipient shall cause the Higher Education Institutions to cooperate with the RFU and/or the Independent Verifiers, acting as third party monitoring and evaluation experts in order to assess the proper fulfillment of DLIs and DLRs as set forth in Schedule 4 to this Agreemen; and confirm the actual spending status of the EEPs, said assessment and confirmation to be included in the bi-annual EEP Spending Reports together with a proposal for disbursement under each Withdrawal, prepared in accordance with the Project Operational Manual.
- The EEPs will comply with the eligibility criteria and procedures set forth in the Project Operational Manual.

D. Performance and Funding Agreements

- To facilitate the carrying out of Part 1 of the Project, the Recipient shall make part
 of the proceeds of the Financing allocated from time to time to Category (1) of the
 table set forth in Section III.A of this Schedule available to the Higher Education
 Institutions under a signed agreement between the Recipient and said Higher
 Education Institutions under terms and conditions satisfactory to the Association
 ("Performance and Funding Agreements").
- The Recipient shall exercise its rights under the Performance and Funding Agreements 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 the Performance and Funding Agreements or any of their provisions.

E. Subsidiary Agreement

- To facilitate the carrying out of Part 2 of the Project, the Recipient shall make part
 of the proceeds of the Financing allocated from time to time to Category (3) of the
 table set forth in Section III.A of this Schedule available to ICIPE under a signed
 agreement between the Recipient and said ICIPE under terms and conditions
 satisfactory to the Association ("Subsidiary Agreement").
- The Recipient shall exercise its rights under the Subsidiary 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 the Subsidiary Agreement or any provision thereof.

F. External Controls

 The Recipient shall, by no later than three (3) months after the Effective Date, appoint external monitoring and evaluation experts ("Independent Verifiers"), to

- act as third-party verifiers of the proper fulfillment of DLIs as set forth in Schedule 4 to this Agreement.
- 2. The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal an assessment of the performance of ACEs and Higher Education Institutions vis-à-vis the level of fulfillment of DLIs and DLRs set forth in Schedule 4 to this Agreement, and provide to the Recipient and the Association an EEP Spending Report containing, inter alia, said assessment on the DLIs and DLRs fulfillment and a proposal for disbursement under each Withdrawal.

G. Project Implementation Plan

- The Recipient shall cause the ACEs to: (a) adopt not later than three (3) months
 after the Effective Date and, thereafter, maintain their respective Project
 Implementation Plans in form and substance satisfactory to the Association; and
 (b) carry out the Project in accordance with the Project Implementation Plan and
 the Environmental and Social Management Plan.
- The Recipient shall cause the ACEs and the Higher Education Institutions not to amend the Project Implementation Plan without the prior written approval of the Association.

H. Environmental and Social Safeguards

- The Recipient shall ensure that Part 1 of the Project is carried out in accordance with the ESMF and any ESMP ("Safeguards Instruments").
- The Recipient shall, prior to any upgrade or construction of facilities in the respective ACEs and the Higher Education Institutions, cause the respective ACEs and the Higher Education Institutions in accordance with the provisions of the ESMF to:
 - (a) proceed to have such ESMP: (i) prepared and disclosed in accordance with the ESMF; (ii) consulted upon adequately with people affected by the Project as per the ESMF, and submitted to the Association for review and approval; and (iii) thereafter adopted, prior to implementation of the activity; and
 - (b) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESMP, in a manner satisfactory to the Association.
- Except as the Association shall otherwise agree in writing, the Recipient shall ensure, that none of the provisions of the Safeguards Instruments shall be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies

between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

- Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, on a semester basis as part of the Project Reports (or with more frequency or in a separate report whenever the circumstances warrant) collect, compile and furnish to the Association reports, in form and substance satisfactory to the Association, on the status of compliance with the ESMF, or any ESMPs, giving details of:
 - (a) measures taken in furtherance of the respective ESMPs;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of ESMPs; and
 - remedial measures taken or required to be taken to address such conditions.

I. Grievance Redress Mechanism

The Recipient shall, and shall cause the ACEs and Higher Education Institutions
to maintain, throughout Project implementation, and publicize the availability of a
grievance redress mechanism, in form and substance satisfactory to the
Association, to hear and determine fairly and in good faith all complaints raised in
relation to the Project, and take all measures necessary to implement the
determinations made by such mechanism in a manner satisfactory to the
Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)		
(1) Eligible Expenditure Programs under Part 1 of the Project for ACE Impact Centers and Higher Education Institutions	11,400,000	100% of amounts spent and reported under the EEP Spending Reports for each Withdrawal		
(2) RSIF grants and scholarships under Part 2 of the Project	1,700,000	100%		
TOTAL AMOUNT	13,100,000			
		-		

B. Withdrawal Conditions; Withdrawal Period

- Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; or
 - (b) for any DLI or DLR until and unless the Association has received from RFU or the Independent Verifiers, the EEP Spending Reports confirming that the DLI and DLR have been achieved and containing a proposal for disbursement under each Withdrawal; or
 - (c) for RSIF grants and scholarships under Category (2) unless: (i) the Subsidiary Agreement has been executed in form and substance satisfactory to the Association on behalf of the Recipient and ICIPE; and (ii) the Recipient has submitted a legal opinion, satisfactory to the Association, confirming that said Subsidiary Agreement has been duly authorized or ratified by the Recipient and ICIPE and is legally binding upon the Recipient and ICIPE in accordance with their terms.
- With respect to the withdrawals under Category (1), payments shall be made on a bi-annual basis each year during Project implementation upon timely submission by the Recipient of a withdrawal request acceptable to the Association, such withdrawal request shall include evidence in form and substance acceptable to the Association of: (a) EEPs incurred for the period preceding the withdrawal request as presented in the EEP Spending Reports; and (b) supporting documentation

confirming that the Africa Centers of Excellence have complied with the respective DLIs and DLRs, as verified by RFU or the Independent Verifiers. To this end, the withdrawal request for the first year of the Project may be made on the basis of: (i) supporting documentation, acceptable to the Association, dated on or after January 1, 2019, confirming compliance with respective DLIs or DLRs, as verified by RFU or Independent Verifiers; and (ii) EEP Spending Reports incurred on or after the Signature Date.

- 3. Notwithstanding the provisions of paragraph 1 and 2 of this Section, if the Association is not satisfied that a particular DLI has been fully achieved, the Association may, at its discretion: (i) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds allocated to said DLI, which in the opinion of the Association corresponds to the degree of achievement of such DLI; (ii) authorize the unwithdrawn amount by which such disbursement has been reduced due to partial achievement of a DLI, be carried forward to subsequent Withdrawals; and/or (iii) cancel all or portion of the proceeds of the Financing allocated to such DLI.
- 4. If, at any time, the Association determines that any portion of the Financing under the Project was used for items improperly procured in violation of Section III to this Schedule, was not used for Eligible Expenditures or, in case of the Eligible Expenditure Programs of Part 1 of the Project, was not supported by evidence of actual spending by the Recipient or the Republic of Djibouti, West and Central African Higher Education Institutions under said Eligible Expenditure Programs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Operational Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient. The Association may, at its own discretion, cancel such refunded amount.
- The Closing Date is December 31, 2023.

Section IV. Other covenants

1. Specific Financial Management Covenants:

- (a) The Recipient shall, within three (3) months of the Effectiveness Deadline:
 - recruit dedicated accountants for new ACE Impact Centers under the Project in accordance with the provisions of the Procurement Regulations;
 - establish an adequate accounting and reporting system for the Project, in form and substance satisfactory to the Association; and

- (iii) recruit an internal auditor within the internal controller's office with qualifications, experience and terms of reference satisfactory to the Association.
- (b) The Recipient shall, within six (6) months of the Effectiveness Deadline, recruit an external auditor in accordance with the provisions of the Procurement Regulations.

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15, commencing April 15, 2025 to and including October 15, 2056	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 3.05 (b) of the General Conditions.

Disbursement Linked Indicators

	DE l'Estal	DEL Total DEL	DLRs a	nd Indicativ	e timeline fo	v DI.R achie	homon	Verification Protocol	Formula
		Beseli	7979	2020	2021	2822	2923	- Superior Compa	
H.I I: natitational endinees results	1 188 000	0	4	ū	0	D		Two results: (i) Basic eradiness. This Financing Agreement is effective. The RFU has approved of the ACE Inspact Centre's Project Implementation Plan and the Procurement and Financial Management Manuals. Official designation of the cure twan members (ACE Impact Center leader, Physics Deputy ACE Impact Center leader, PM responsible and sectural listant). Further, the ACE Impact Center leader are supersible and sectural listant). Further, the ACE Impact Center has designated a non-staff student representative to the RFU, and (ii) Full readiness. Project Management certification for at least one leading twan remoter, Functional center website (a link to the center's website). Suddent handbook on the website with policies for secand haramment and schularships; and Societal Advisory Board constituted and on endorsement of the Project Implementation Plan.	EUR 297,000 per milentene. Not scaleble within mich milentone.
Ubcated	1,785,000		2,188,000	- 1			0		

	DLJ Total Financing (ELSO	DLI	DLRs	and Indicativ	e timeline fo	DLR ochie	nement	For(Scatter Protocol	Formula
		Busell	2819	2020	2821	2022	2023	Fergication Protect	roma
DLI 2: Development Impact of ACE Center	698,560		0		*	36	000	Independent, extental ovaluation of the development impact of the ACE Impact Centure conducted during View 1 and end of View 4. External evaluation assess and acore development impact of the ACE Impact Centur. In View 3, acore in based upon to progress towards development impact. In View 4, acore in based upon development impact. The extents for evaluation will include (i) relevance and impact on society of graduates, including the stace of graduates histed in the target sector and freeBoack from key employers. (ii) reference and impact of research or society, (iii) progress on DLIs, (iv) SAB annual reports, and (iv) interviews with ACE Impact Centur graduates and sectoral stakeholders. The detailed sporting tubous will be defined in the Proyect Regional Opporations Manual.	Scalable based on the score of the corner on the scale (1 to 5). EUR 21,830 per point in the score.
Allocated.	899,560	38		174,640	174,640	349,289			
DL3 3 Quartity of students with flocat on gender and regional nation	1,872,340		10 PhD students 40 Master students 50 Short course professional students 0 first degree students	20 PhD students 30 Master students 80 Short course professional students 0 first dispose students	24 PhD students 50 Master students 80 Short course professional students 0 final degree students	24 PhD students 50 Master students 120 Short course professional students 0 first degree students	32 PhD students 90 Master students 200 Short course professional students 0 finar degree students	Number of new eligible Dactionate and master students as well as short-course professional students, of which at least 30% tombored must be regional students. For sestimations reconsing support to Colleges of Engineering and Environg Centers, first degree students in ACE Import courses are eligible as well. The Project Regional Operaness Massal and the approved Implementation Plan will define what constitutes an eligible asudent for each ACE.	Scalable per student. The murrher of students by type in indicative in this table for planning purpose. Unless otherwise agreed in the Project Regional Operations Manual, the Center can achieve the DLI through any conditionation of the student types (with the condition that 30 percent of students student types (with the condition that 30 percent of students student types (with the condition that 30 percent of students student types (with the condition that 30 percent of students student types (with the condition that 11,000 per female national moders, EUR 11,000 per male regional student, and EUR 13,000 per female regional student. BUR 1,750 per regional student. EUR 2,000 per female student, EUR 3,750 per regional student and EUR 4,400 per regional female student. EUR 700 per regional student, and EUR 870 per female student. EUR 700 per regional student, and EUR 870 per female student. For first degree Students: EUR 870 per stational real malent. EUR 1,150 per national female student malent. EUR 1,150 per national female student.

	DLI Total Financing (EUR)	Total DLI	DLRs	and Indicate	e timeline fo	r DLR achie	TADAMONY	Fertilization Protocol	Pormula
		Baseli	2979	2929	2921	2822	2923	Farification Protocol	/semaa
Alforated	2,872,349		227,100	347,330	813,930	405,160	304,600		
DLI 4: Quality of Ethication and or traveller frongle international accreditation, research publications and improved teaching and research infrastructure.	1,985,920		O accreditation otops. 24 published research articles o milestones for toaching and research refractions of articles	2 secreditation steps 24 published research articles 0 notestones for teaching and research refractors of teaching and research refractors	2 accreditation stops 24 published strought articles 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	# accreditation steps 24 published research articles 2 references for tracking and research infrastructur z	If accreditation steps 28 published research articles 6 milestrees for tracking and research references for tracking	There are three results: (ii) international accreditation. Dicharament occases when an accreditation or assessment step has here verified to have taken place through submession of accreditation/evaluation report and/or certification to the RFU. (ii) ACE- relevant research articles are published in internationally recognized poor reviewed journals. Verification is through intomationally behis mention at the acceptance of milestones for impressed learning and research infrastructure specified in the approved Project Implementation Place of each ACE Impact Center. This result will, in the majority of cases, he system and opagement requirements.	For accreditation not scalable per accreditation step. Amount per step. EUR 262,000 per program internationally accredited by a pre-approved accreditation agency, EUR 87,820 per program extionally/regiovally accredited. EUR 87,320 per gap-ansessment/unif- evaluation andersiden; EUR 43,600 for new/recomped courses meeting international standards and approved by fire sector advisory board. Eur research publication: Scalable per article. Amounts: EUR 8,730 per article co-authored by ACE Impact Cares student/laceby, EUR 13,005 per article co-authored with regional partners. For tracibing and research influstracture, the result is not scalable within each milestone. EUR 262,000 per milestone.
	3,993,939		260,000	147.320	871,370	2,657,280	246,000		
DLIS Relevance of Education and Research drough externally generated reverses, interrelips, and entrepresenting	1,750,400	0	86,000 in revenue 30 Internships 0 Knive- pronner religiones	201,460 in tevenue 60 Internition 0 Entre- pretions	292,000 in orivenue 60 Internships 2 Entre- perioris	386,000 in revenue 80 Intereships 0 Entre- preneur mulestanes	380,000 in revenue 80 internologis 0 Entre-prefetal militations militations	Three results can be achieved: (i) Extenselly generated evenues, such as taition and other student free, research consultancies, fundinating, and competitive grains earned by the ACE Impact Center. The funding must be in an account and under spending control of the center leadership. This is expected to be verified through flowcial auditors. (ii) Number of students and faculty with at least 1-month period internability in relevant sector institutions. The verifier validates the list of students faculty and faculty for the list of students faculty in the last of students faculty in the last of students faculty in the last of students.	For external revenue, EUR 1 for each EUR 1 generated from national ross-company sources or innovational nources, EUR 2 for each EUR 1 generated from regional sources or companies. For interrubin, EUR 870 per period in country and EUR 1,305 per period in region

Final part of the continued of the conti			DUI	DLRs	and Indicativ	e timeline for	P.DLR schie	Tenomo	Verification Protected	Formia
It is an interest and a single of fiduciary reporting properties of the substance of the su				2019	2929	2627	2922	2023		
H.1 6 Imaliners and public of decision of IRIX, financial solid and procurement such for the center, finalized and to deal y reporting opporting reporting r									relevant sector-relevant institutions, and (iii) Meeting the milestone for developing entirepreneurable, internation, start-up composites, and commercialization support programs. Each approved ACE Impact Center Implementation Plus contains a milestone of results and activities to develop student and	
H.1 & Final part of decision of URA, financial audit and procurement such for the center, tendingen importing properting includes timely submissions of URA, financial audit and procurement such for the center, tendingen importing properting includes timely submissions of URA, financial audit and procurement such for the center, tendingen imports the procurement audit for the center, tendingen imports of the deadlines enablished in the financial under is due. Functional institutional oversight of fiduciary many many many many many many many man		£756.400		92,700	257,668	335,640	431.700	449,600	STATE OF THE PARTY	Contract to the second
procurement procurement procurement procurement procurement procurement planning t procurement t planning t pl	Emiliness and quality of Educary			4 Timely Fiduciary reporting 4 Functional unstitutional unestight of fiduciary imigs 4 transparme y of ACE expenses 4 quality of procurement	Timely Fiduciary reporting 4 Functional institutional institutional institutional institutional institutional institutional institutional institutional fiduciary institutional institu	Timely Fiduciary reporting. 4 Functional iostitutional oversight of fiduciary megt 4 timeparency of ACE expenses 4 quality of pocusionan	Feduciary importing 4 Functional institutional oversight of fiduciary rough 4 transparence y of ACE expenses 4 quality of procurement	Fishesity reporting 4 Functional institutional eventight of following range 4 transparence y of ACE expenses 4 quality of procurement	indentisions of BPRs, financial audit and procurement such for the center, timeliness resplies respect of the deedlines emulational in this Financing Agreement. The procurement audit for the financial year is due when the financial audit is due. Functional institutional oversight of fiduciory most. Functioning internal audit unit and Sentimening such immerime (under the university's council). Transparency of ACE expenses, motably the approved budget, around work plan, EPRs with an immer on dimaline dependences, propert financial and procurement audit reports any sighly accessible as the ACE Impact Center's welcome. Quality of Procurement planning. Share of the originally approved procurement plan that was severed. The dure is calculated in terms of value of contracts (not procurement.	EUR 13,100 for timely fiduciary reporting EUR 13,100 for Functional irretrational oversight of fiduciary enangement EUR 13,100 for transparancy of ACE expenses
		1.045.000	-C	209.600	209.608	209,600	209,600	209,600		

	DLI Time!	DU	DLRs and Indicative timeline for DLR achievement					Fortfloation Protocol	Formula
	Financing (EUI)	Beself.	2919	2626	2927	2922	2927	Programme Products	Parmina
DLIT Institutional Impact	1,440,780	ŭ.	University regional strategy Open and competitive selection of the hand of th	University regional strategy Open and compensative selection of the head of turn-centry or dear O Institutional accreditation a stage 2 PASET Bleechmarks fig. O Milestenes on testing and turn-centry or dear.	O University regional strategy O Open and conspection of the head of ten's services or deat 2 Institutional accreditation is stope O PASSIT Banchmarks rig. O Milestones on sentitutional integes!	University reportal stretage () Open and competitive selection of the head of turi-versity or door () Institutional accreditation is steps () PASET Blenchemaking () 3 Milestones on one institutional organic	O University regional entitiegs O Open and competitive selection of the head of the head of the region and the control of the head of PASET Burchmarking O Michanes on ontitutional impact	ACE Impact Center bost institution: (i) endorses a mussingful university-wide regional strategy. (ii) undertakes open, ment-based competitive selection of the basid of the university and/or the department heads related to the ACE. (iii) undertakes emittational wide international accreditation or a soft-evaluation following an established methodology. (iv) participates in the PASET Regional Boschmarking institutive and estimate data on the required indications with an intervention plan to improve performance. (v) Meeting milentiness for promoting institutional impact. Each appeared ACE Impact Center Project Implementation Plan content milentional impact.	Not scalable. University-wide regional strategy: EUR 87,120 Open, marit-based competitive selection of the head of matination: EUR 174,640 and EUR 43,660 for an open and morth-based competitive selection of a dear; EUR 174,640 for international accreditation; EUR 65,640 each for gap amenument/self-evaluation. EUR 43,660 for each year the university participates (ap to 2 years) EUR 87,320 per institutional impact millestone.
	2,440,780		0	267,960	230,960	349.280	699,360		
Total IDA Financing	11,400,000		1,976,800	1,598,710	2,291,330	3,409,500	2,124,360		

APPENDIX

Definitions

- "Association of African Universities" or "AAU" means a regional entity established under the laws of the Republic of Ghana with membership consisting of African universities whose purpose is to promote collaboration among African universities of higher learning.
- "AAU Legislations" means the law establishing the AAU.
- 3. "Africa Centers of Excellence" or "ACE" means the academic centers within the Higher Education Institutions in Republic of Djibouti, West and Central Africa region, essentially in the areas of science, technology, engineering and mathematics, as well as the agriculture and health sciences, applied statistics, education, or any other area as per the knowledge and education needs of the Republic of Djibouti, West and Central Africa region, as established in the Project Regional Operations Manual.
- "ACE Impact Center" means a selected center hosted within a university or Higher Education Institution.
- "Annual Work Program" means each annual work program, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.B of Schedule 2 to this Agreement.
- "Annual Work Plans and Budget" means the annual work program to be prepared by the Recipient during each calendar year, including a program of activities and budget proposed for inclusion in the Project during the following fiscal year.
- "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016,
- 8. Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the

- Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- "Disbursement-Linked Indicators" or "DLIs" means a set of indicators as specified in Schedule 4 to this Agreement.
- "Disbursement-Linked Results" or "DLRs" means a set of quantitative results associated with each DLI as specified in Schedule 4 to this Agreement.
- "EEP" or "Eligible Expenditure Programs" means a set of defined expenditures for goods, works, consulting and non-consulting services, Training and Operating Costs (including salaries and scholarships) made by the Recipient for the Higher Education Institutes under Parts 1 and 2 of the Project.
- 14. "EEP Spending Reports" means the bi-annual reports prepared by the Recipient or the Independent Verifiers in accordance with the details provided in the Project Operational Manual to make disbursement recommendations for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Parts 1 and 2 of the Project and the compliance with the Disbursement-Linked Indicators.
- 15. "Environmental Management Framework" or "ESMF" means the framework dated November 2018, satisfactory to the Association, and disclosed on the Association's website on December 3, 2018, and by the Recipient on November 27, 2018, said framework setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities including impacts and risks of gender-based violence and sexual exploitation and abuse and the measures to be taken to offset, reduce or mitigate such adverse impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
- 16. "Environmental and Social Management Plan" or "ESMP" means each plan, approved by the Association for Parts 1 and 2 of the Project, to be prepared by the respective ACE's and Higher Education Institutions and adopted by the Recipient, as required by the ESMF, setting out details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, and including any

- schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the Association.
- General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
- 18. "Higher Education Institutions" means collectively the Dakar University Cheikh Anta Diop (Université Cheikh Anta Diop de Dakar) established in the city of Dakar and the Saint-Louis University Gaston Berger (Université Gaston Berger de Saint Louis) established in the Recipient's county of Saint-Louis located in the Recipient's territory which are among the selected universities in the region to produce highly skilled graduates and applied research to help address specific regional development challenges, and 'Participating University" means any of these universities.
- "Higher Education Institutions Legislations" means the Recipient's Law No. 67-45, dated July 13, 1967, creating the Université Cheikh Anta Diop and the Recipient's Law No. 90-03 dated January 2, 1990 creating the Université Gaston Berger.
- "ICIPE Charter" means the charter dated November 27, 1986 establishing ICIPE.
- "International Centre of Insect Physiology and Ecology" or "ICIPE" means the inter-governmental institution established and operating pursuant to the ICIPE Charter, dated November 27, 1986.
- 22. "Independent Verifiers" means the independent verifiers referred to in Section I.F of Schedule 2 to this Agreement, recruited by the Recipient to verify the reported results and prepare the EEP Spending Reports.
- 23. "National Steering Committee" means the committee established by the Recipient referred to in Section I.A of Schedule 2 to this Agreement and, established by the Recipient for the purpose of guiding the implementation of Africa Higher Education Centers of Excellent Project (Credit Number 5415-NG).
- "International Center of Insect Physiology and Ecology" and ICIPE mean the inter-governmental institution established and operating pursuant to the ICIPE Charter dated November 27, 1986.
- 25. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities

and insurances; (vii) travel, accommodation and per diem costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (viii) salaries of Higher Education Institutions' faculty and staff.

- 26. "Performance and Funding Agreements" means the subsidiary grant agreements to be signed between the Recipient and the Higher Education Institutions pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Higher Education Institutions for the implementation of the Project.
- "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 28. "Project Implementation Plan" means the implementation plan for the Project to be adopted by the Higher Education Institutions through ACEs for the implementation of the Project, including, inter alia: (i) the education and research activities of the ACE; (ii) a budget and a time line for implementation; (iii) the terms of reference, functions and responsibilities for the members of the Project Implementation Teams and the personnel of the Higher Education Institutions working on the Project; (iv) the procurement and financial management procedures under the Project; (v) the results to be achieved and the indicators to be used in the monitoring and evaluation of the Project; (vi) the criteria, detailed rules and procedures for the EEPs; (vii) the detailed content of the EEP Spending Report, the customized statements of expenditures, the interim financial reports, and the Project Reports; (viii) the flow of funds and disbursement arrangements; and (ix) the Disbursement-Linked Indicators; as said plan may be amended from time to time with the Association's prior approval.
- "Project Implementation Teams" means the teams within the administrative structure of the Higher Education Institutions, led by the Africa Centers of Excellence.
- 30. "Project Operational Manual" means the manual to be adopted by the RFU and communicated to the Recipient for the implementation of regional initiatives under Part 3 of the Project, including, inter alia: (i) the terms of reference, functions and responsibilities for the members or the personel of the Regional Steering Committee and RFU; (ii) the procedures for procurement of goods, non-consulting services, consultants' services, Operating Costs, and training, financial management and audits; (iii) the indicators for monitoring and evaluation of the regional initiatives under Parts 3 of the Project; (iv) the terms of reference for the Independent Verifiers; (v) the detailed content of the EEP Spending Reports; (vi) the DLIs and DLRs; and (vii) the grievance mechanisms, as said manual may be amended from time to time with the Association's prior and written approval.

- "Project Steering Committee" means the steering committee for the Project, established by the Participating Countries to provide overall guidance and oversight for regional level initiatives, and operating in cooperation with the RFU.
- 32. "RFU" means the regional facilitation unit for the corresponding regional level activities, and for the purpose of this Project, the Association of African Universities (AAU) acting in that capacity.
- 33. "Regional Scholarship and Innovation Fund" or "RSIF" means a fund to be established and managed by International Center of Insect Physiology and Ecology (ICIPE) as a sustainable mechanism to finance PhD level scholarships, research and innovation grants in Sub-Saharan African universities.
- 34. "Training" means the reasonable cost of training of persons involved in Project-supported activities, based on the Annual Work Program approved by the Association, such term including scholarships, seminars, workshops, and study tours, and costs associated with such activity including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation, acquisition and reproduction of training materials, and other costs directly related to training preparation and implementation.
- "Safeguards Instruments" means collectively, the ESMF, and any ESMP, and "Safeguard Instrument" means any of such Safeguards Instruments.
- 36. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- "Subsidiary Agreement" means the subsidiary agreement to be signed between the Recipient and ICIPE pursuant to which the Recipient shall make the part of the proceeds of the Financing available to ICIPE for the implementation of Part 2 of the Project.
- "Withdrawal" means each withdrawal under Category (1) of the table in Section III of Schedule 2 to this Agreement.