OFFICIAL
DOCUMENTS

CREDIT NUMBER 5422-CM

Financing Agreement

(Africa Higher Education Centers of Excellence Project)

between

REPUBLIC OF CAMEROON

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 14 AUGUST, 2014

CREDIT NUMBER 5422-CM

FINANCING AGREEMENT

AGREEMENT dated 14 AUGUST, 2014, entered into between REPUBLIC OF CAMEROON ("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 five million two hundred thousand Special Drawing Rights (SDR 5,200,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.5. The Payment Dates are March 15 and September 15in 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 carry out the Project through the Participating University in accordance with the provisions of Article IV of the General Conditions and the Performance and Funding Contract.

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 — REMEDIES OF THE ASSOCIATION]

4.01. The Additional Event of Suspension consists of the following:

(a) the Participating University Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Participating University to perform any of its obligations under the Performance and Funding Contract; and

(b) a situation has arisen which shall make it improbable that the Participating University will comply with or carry out its obligations under this Agreement

4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Performance and Funding Contract and the Partnership Agreement have been executed in form and substance satisfactory to the Association

on behalf of the Recipient and the Participating University on the one hand and on behalf of the Participating University and the Network Partners on the other hand.

(b) The Implementation Team and the National Review Committee have been created, all in form and substance satisfactory to the Association, respectively by the Participating University and by the Recipient.

(c) The Project Regional Operations Manual has been endorsed by the Recipient and the Participating University in form and substance satisfactory to the Association.

(d) The Annual Work Program for the first year of the Project, the Implementation Plan (including the Financial Management Procedures Manual and the Procurement Procedures Manual) have been prepared and adopted by the Participating University all in form and substance satisfactory to the Association.

5.02. The Additional Legal Matter consists of the following, namely that the Performance and Funding Contract has been duly authorized or ratified by the Recipient and the Participating University and is legally binding upon the Recipient and the Participating University in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.04. 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 years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of economy, planning and regional development.

6.02. The Recipient's Address is:

Ministry of Economy, Planning and Regional Development
Yaoundé
Republic of Cameroon

Facsimile:

237-22-22-15-09

6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Yaoundé, Cameroon, as of the day and year first above written.

REPUBLIC OF CAMEROON

By _____
Authorized Representative

Name: Emmanuel Nganou D.

Title: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By _____
Authorized Representative

Name: _____

Title: _____

SCHEDULE 1

Project Description

The objective of the Project is support the Recipient to promote regional specialization of the Participating University in areas that address regional challenges and strengthen the capacities of this University to deliver quality training and applied research.

The Project consists of the following part:

Part 1: Strengthening Africa Centers of Excellence

Support capacity-building for the Africa Centers of Excellence in the Participating University, in particular to:

(a) Enhance capacity to deliver regional high quality training to address the development challenge, including, *inter alia*, update curricula of existing programs or create new education programs to meet the development challenge; meet international benchmarks for quality education (e.g. international accreditation); deliver short-term courses for professionals; attract regional students; training of faculty to introduce new approaches to teaching and learning; enhance work-place learning such as internships; encourage entrepreneurship among students, upgrading of qualifications of faculty; and improve learning resources, including lab equipment, and minor rehabilitation or extension of existing facilities.

(b) Enhance capacity to deliver applied research to address the regional development challenge, including, *inter alia*, faculty development and staff training, minor rehabilitation works or extension of existing facilities, scholarships and post-doctoral studies, networking activities with national and international partners, hosting and participating in conferences, research equipment and materials and laboratory refurbishment, research dissemination, knowledge and technology transfer, and patenting or other intellectual property rights-related costs.

(c) Build and use industry/sector partnerships to enhance impact of the Africa Centers of Excellence on development and increase relevance of said centers education and research, including, *inter alia*, industry advisory boards, internships, industry lectures, training of trainers for sector training institutions (such as polytechnics, nursing, teacher or agricultural colleges), joint research, training, and other activities to communicate, interact and reach out to civil society, the private sector, and grassroots communities.

(d) Build and strengthen regional and international academic partnerships to raise quality of education, raise the capacity of Network Partners and to raise the Africa Centers of Excellence's capacity, including, *inter alia*, joint delivery of education programs, professional courses for regional faculty, faculty exchanges/visiting faculty, joint research, joint conferences, sharing of specialized equipment and library resources.

(e) Enhance governance and management of the Africa Centers of Excellence and the Participating University to improve monitoring and evaluation, including monitoring of labor market outcomes of graduates, administration, fiduciary management (including financial management, procurement, oversight and capacity), transparency, ability to generate resources, and project implementation.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain throughout the period of Project implementation:

   (a) Its representative in the Regional Steering Committee to provide overall guidance and oversight for the Project and to participate in the semi-annual meetings.

   (b) The National Review Committee to hold semi-annual reviews of performance and implementation support, including approvals of withdrawal applications and implementation planning.

   (c) The Implementation Team to run the day-to-day management of the Project, and provide secretariat services to the National Review Committee.

All with the composition, staffing, and powers acceptable to the Association as further described in the Project Regional Operations Manual.

2. (a) The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare, in cooperation with the Participating University and furnish to the Association, a program of activities proposed for inclusion in the Project during the following calendar year, including: (i) a detailed timetable for the sequencing and implementation of said activities; (ii) the types of expenditures required for such activities; and (iii) the planned procurement methods for the expenditures ("Annual Work Program").

   (b) The Recipient shall exchange views with the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

   (c) 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.

3. The Recipient shall cause the Independent Verifiers to furnish to the Association every semester starting six months after the Effective Date, regular reports (the EEP Spending Reports) prepared in accordance with the provisions of the Project Regional Operations Manual.

4. The Recipient shall furnish to the Association every semester starting six months after the Effective Date, a procurement progress report (the Procurement Plan Progress Report) describing the status of all procurement activities under the Project as described in the Procurement Plan, as well as expected changes to the Procurement Plan.

5 The EEPs will comply with the eligibility criteria and procedures set forth in the Project Regional Operations Manual.

6. 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 under said Eligible Expenditure Programs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Regional Operations Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient.

B. Performance and Funding Contract

1. 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 IV.A.2 of this Schedule available to the Participating University under a contract between the Recipient and said Participating University under terms and conditions approved by the Association, as further described in the Project Regional Operations Manual ("Performance and Funding Contract").

2. The Recipient shall exercise its rights under the Performance and Funding Contract 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 Contract or any of its provisions.

C. Partnership Agreements

1. To facilitate the carrying out of Part 1 of the Project, the Recipient shall cause the Participating University to enter into agreements with the Network Partners

under terms and conditions approved by the Association, as further described in the Project Regional Operations Manual ("Partnership Agreements").

2. The Recipient shall cause the Participating University to exercise its rights under the Partnership Agreements in such a 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 cause the Participating University not to assign, amend, abrogate or waive the Partnership Agreements or any of their provisions.

D. Anti-Corruption

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

E. Project Regional Operations Manual and Environmental and Social Management Plan

(a) The Recipient shall carry out the Project or cause the Project to be carried out in accordance with the Project Regional Operations Manual and the Environmental and Social Management Plan.

(b) The Recipient shall not withdraw its endorsement to the Project Regional Operations Manual or amend the Environmental and Social Management Plan without the prior written approval of the Association.

(c) In the event of any conflict between the provisions of the Project Regional Operations Manual, the Environmental and Social Management Plan and this Agreement, the provisions of this Agreement shall prevail.

F. Implementation Plan (including Procurement Procedures Manual and Financial Management Procedures Manual)

(a) The Recipient shall cause the Participating University to carry out the Project in accordance with the Implementation Plan (including the Procurement Manual and the Financial Management Manual) and the Environmental and Social management Plan.

(b) The Recipient shall cause the Participating University not to amend the Implementation Plan or the Environmental and Social Management Plan without the prior written approval of the Association.

(c) In the event of any conflict between the provisions of the Implementation Plan or the Environmental and Social Management Plan and this Agreement, the provisions of this Agreement shall prevail.

G. External Controls

(a) The Recipient shall, by no later than two months after the Effective Date, appoint the Independent Verifiers, to act as third-party verifiers of the proper fulfillment of DLIs as set forth in Schedule 4 to this Agreement.

(b) The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal an assessment of the performance of the Participating University *vis-à-vis* the level of fulfillment of DLIs and DLRs set forth in Schedule 4 of 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.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators set forth in the Project Regional Operations Manual and found acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association and to the Association of African Universities not later than forty five days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under

the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

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

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, 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) Limited International Bidding; (b) National Competitive Bidding subject to the additional provisions referred to in subparagraph 3 below; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (e) Direct Contracting.

3. **Additional Provisions for National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be the following:

(i) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines;

(ii) bids shall be advertised in national newspapers with wide circulation;

(iii) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later;

(iv) eligible bidders, including foreign bidders, shall be allowed to participate;

(v) no domestic preference shall be given to domestic contractors and to domestically manufactured goods;

(vi) bids are awarded to the lowest evaluated bidder proven this bidder is qualified; and

(vii) fees charged for the bidding documents shall be reasonable and reflect only the cost of their printing and delivery to prospective bidders, and shall not be so high as to discourage qualified bidders.

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 of consulting firms; (f) Procedures set

forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) 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.

E. Procurement Audits

1. The Recipient shall cause the Participating University to have all the procurement procedures carried out under the Project audited in accordance with adequate audit standards acceptable to the Association. Each such procurement audit for the Project shall cover the period of one fiscal year of the Participating University. The procurement audit for such period shall be furnished to the Association not later than six (6) months after the end of such period.

2. For the purpose of paragraph (1) above, the Recipient shall, not later than six (6) months after the Effective Date, recruit an external independent auditor, under terms of reference and with qualifications acceptable to the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

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

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (exclusive of Value-Added Taxes and Custom duties)
(1) Eligible Expenditure Programs under Part 1 of the Project	5,200,000	100% of amounts spent and reported under the EEP Spending Reports for each Withdrawal
TOTAL AMOUNT	5.200.000	

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 520,000 equivalent may be made for payments made twelve months prior to such date for Eligible Expenditure Programs under Category (1) upon receipt by the Association of the first EEP Spending Report.

2. The Closing Date is December 31, 2018.

Section V. <u>Other Undertakings</u>

By June 30, 2016, or such other date as the Association shall agree upon, the Recipient through the National Review Committee shall: (i) carry out jointly with the Association and the Participating University, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2024 to and including March 15, 2034	1%
commencing September15, 2034 to and including March 15, 2054	2%

* 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.

Schedule 4
Disbursement Linked Indicators

Disbursement Linked Indicator	Action to be Completed	Amount of the Financing Allocated Per DLI (expressed in SDR)	Amount Allocated per DLR for the Disbursement Calculation (expressed in SDR)
DLI 1: Regional specialization endorsed and institutional readiness	**DLR 1:** The national representative in the Regional Steering Committee has endorsed a resolution to promote regional specialization among Participating Universities and conditions for Effectiveness under Section 5.01 of this Agreement have been met.	530,000	**DLR 1:** 530,000
DLI 2: Excellence in education and research capacity and development impact	**DLR 2.1**: Number of new short term students in Participating University courses of which 30% at least must be regional students. *Amounts:* SDR 260 per male national student, SDR 325 per female national student, SDR 520 per male regional student, and SDR 650 per female regional student. **DLR 2.2**: Number of new Master students in Participating University courses of which 30% at least must be regional students. *Amounts:* SDR 1,300 per national student, SDR 1,625 per female national student, SDR 2,600 per male regional student and SDR 3,250 per female regional student. **DLR 2.3**: Number of new Doctorate students in Participating University courses of which 30% at least must be regional students. *Amounts:* SDR 6,250 per male national student, SDR 7,800 per female national student, SDR 12,500 per male regional student, and SDR 15,600 per female regional student.	4,150,000	**DLR 2.1:** 260,000 **DLR 2.2:** 260,000 **DLR 2.3:** 260,000

Disbursement Linked Indicator	Action to be Completed	Amount of the Financing Allocated Per DLI (expressed in SDR)	Amount Allocated per DLR for the Disbursement Calculation (expressed in SDR)
	DLR 2.4: Number of Outreach Periods for faculty, Master and Doctorate students. *Amounts:* SDR 1,300 per outreach period within the country and SDR 2,600 per outreach period within the region.		**DLR 2.4:** 520,000
	DLR 2.5: Number of certification and evaluation of quality of education programs in the Participating University Amounts: SDR 390,000 per internationally accredited program, SDR 65,000 per nationally or regionally accredited program; SDR 65,000 per program per gap-assessment certified or undertaken by an international quality assurance agency, SDR 65,000 per program for self-evaluation of satisfactory international standard, and SDR 65,000 per program description meeting international standard.		**DLR 2.5:** 530,000
	DLR 2.6 Number of published articles in internationally recognized and peer reviewed journals by faculty of the Participating University. Amounts: SDR 15,000 per article and SDR 30,000 per article with a regional co-author.		**DLR 2.6:** 520,000
	DLR 2.7: External revenue generation by faculty of the Participating University. Amounts: SDR 1 per SDR 1 externally generated revenue, and SDR 2 per SDR 1 externally generated revenue from the region.		**DLR 2.7:** 780,000

Disbursement Linked Indicator	Action to be Completed	Amount of the Financing Allocated Per DLI (expressed in SDR)	Amount Allocated per DLR for the Disbursement Calculation (expressed in SDR)
	DLR 2.8: Completion of milestones for improved learning and research environment specified in the Performance and Funding Contracts. *Amounts:* SDR 257,000 per milestone.		**DLR 2.8:** 1,030,000
DLI 3: Timely, transparent and institutionally reviewed Financial Management	**DLR 3.1**: Timely withdrawal application supported by adequate financial reporting for the Participating University account for the period. *Amounts:* SDR 16,250 per year **DLR 3.2**: Functioning Audit Committee under the Participating University' councils. *Amounts:* SDR 16,250 per year **DLR 3.3**: Functioning internal audit unit for the Participating University. *Amounts:* SDR 16,250 per year. **DLR 3.4**: Web Transparency on financial management (web-access to audit reports, interim financial reports, budgets and Annual Work Program). *Amounts:* SDR 16,250 per year.	**260,000**	**DLR 3.1: 65,000** **DLR 3.2: 65,000** **DLR 3.3: 65,000** **DLR 3.4: 65,000**
DLI 4: Timely and audited Procurement	**DLR 4.1:** Timely annual procurement audits. *Amounts:* SDR 32,500 per year. **DLR4.2**: Timely implementation of the Procurement Plan. *Amounts:* SDR 32,500 per year.	260,000	**DLR 4.1:** 130,000 **DLR 4.2:** 130,000

APPENDIX

Section I. Definitions

1. "Africa Centers of Excellence" means the academic centers within the Participating University essentially in the areas of science, technology, engineering, and mathematics, as well as the agriculture and health sciences, or any other area as per the needs to comprehensively address the development challenge of the proposed center and as established in the Project Regional Operations Manual.

2. "Annual Work Program" means the annual work program to be prepared by the Recipient in cooperation with the Participating University not later than November 30 in each calendar year during Project implementation including a program of activities proposed for inclusion in the Project during the following calendar year.

3. "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.

4. "Association of African Universities" or "AAU" means a regional entity established in Ghana with membership consisting of African universities for the purpose of promoting collaboration among African universities of higher learning.

5. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

6. "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.

7. "Disbursement-Linked Indicators" or "DLIs" means a set of indicators as specified in Schedule 4 to this Agreement.

8. "Disbursement-Linked Result" or "DLRs" means a set of quantitative result associated with each DLI as specified in Schedule 4 to this Agreement.

9. "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 Participating University for Part 1 of the Project.

10. "EEP Spending Report" means the report prepared by the Independent Verifiers in accordance with the details provided in the Project Regional Operations Manual and referred to in Section I.A.5 and 6 of Schedule 2 to this Agreement to make disbursement recommendation for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Part 1 of the Project and the compliance with the Disbursement-Linked Indicators.

11. "Environmental and Social Management Plan" means a document dated February 3, 2014 adopted by the Recipient and the Participating University which outlines general implementation procedures, mitigation measures and monitoring procedures for environmental and social purposes under the Project, as said Plan may be amended from time to time with the Association's prior written approval.

12. "Financial Management Procedures Manual" means a manual to be adopted by the Participating University to cover financial management issues under the Project, in form and substance satisfactory to the Association.

13. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.

14. "Implementation Team" means the team within the administrative structure of the Participating University led by the Africa Centers of Excellence, in charge of the day-to-day management of the Project.

15. "Implementation Plan" means the implementation plan as referred to in Section 5.01 of this Agreement to be adopted by the Participating University for the implementation of the Project, including, inter alia: (i) the terms of reference, functions and responsibilities for the members of the Implementation Team or the personel of the Participating University working on the Project; (ii) the Procurement Procedures Manual; (iii) the Financial Management Procedures Manual; (iv) the indicators to be used in the monitoring and evaluation of the Project; (v) the criteria, detailed rules and procedures for the EEPs; (vi) the detailed content of the EEP Spending Report, the customized statements of expenditures, the interim financial reports, the Procurement Plan Progress Report and the Project Reports; (vii) flow and disbursement arrangements of Project funds; and (viii) the Disbursement-Linked Indicators; as said plan may be amended from time to time with the Association's prior approval.

16. "Independent Verifiers" means the independent verifiers referred to in Section I.G of Schedule 2 to this Agreement, recruited in form and substance satisfactory to the Association, by the Recipient in order to prepare the EEP Spending Reports.

17. "National Review Committee" means a committee including representatives from the Recipient's ministry in charge of finance and the Recipient's ministry in charge of higher education, inter alia, as established and operating under the Recipient's *Arreté*to be adopted by the Recipient, said committee to hold semi-annual reviews of performance and implementation support, including approvals of withdrawal applications and implementation planning, as further described in the Project Regional Operations Manual and the Implementation Plan.

18. "Network Partners" means collectively the academic and non-academic institutions working with the Participating University in order to achieve the objective of the Project and which have signed with said Participating University one or several Partnership Agreements.

19. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, 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) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; (viii) salaries of Participating University' staff; and (ix) salaries of support staff for the Implementation Team, but excluding salaries of the Recipient's civil servants.

20. "Outreach Periods" means periods of at least one month spent by faculty and students of the Participating University outside said University to disseminate their knowledge and carry out outreach applied research.

21. "Participating University" means the University of Yaoundé I, located in the Recipient's territory which is among the selected universities in the region to produce highly skilled graduates and applied research to help address specific regional development challenges.

22. "Participating University Legislation" means the Recipient's Decree No.93/036 dated January 29, 1993.

23. "Partnership Agreements" means collectively the agreements to be signed between the Participating University and the Network Partners, as referred to in Section I.C of Schedule 2 to this Agreement.

24. "Performance and Funding Contract" means the agreement to be signed between the Recipient and the Participating University referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Participating University for the implementation of the Project and including an attachment describing the commitments of said Participating University towards the Network Partners.

25. "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.

26. "Procurement Procedures Manual" means a manual to be adopted by the Participating University to cover procurement issues under the Project.

27. "Procurement Plan" means the Recipient's procurement plan for the Project, dated March 7, 2014 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.

28. "Procurement Plan Progress Report" means the report prepared by the Recipient referred to in Section I.A.4 of Schedule 2.

29. "Project Regional Operations Manual" means the manual to be endorsed by the Recipient as referred to in Section 5.01 of this Agreement, for the implementation 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, the National Review Committee and the Implementation Team; (ii) the procedures for procurement of goods, works, non-consulting services, consultants' services, Operational Costs, and Training, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) the criteria, detailed rules and procedures for the EEPs; (v) the terms of reference for the Independent Verifiers, the detailed content of the EEP Spending Report, the customized statements of expenditures, the interim financial reports, the Procurement Plan Report and the Project Reports; (vi) flow and disbursement arrangements of Project funds; and (vii) the Disbursement-Linked Indicators; as said manual may be amended from time to time with the Association's prior approval.

30. "Regional Steering Committee" means the Regional Steering Committee for the Project, established and operating under the AAU aegis in charge of providing overall guidance and oversight for the Project.

31. "Training" means the 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 and reproduction of training materials, and other costs directly related to training preparation and implementation.

32. "Withdrawal" means each withdrawal under Category (1) of the table in Section IV of Schedule 2 to this Agreement.