Financing Agreement

(Higher Education Improvement Project)

between

KINGDOM OF CAMBODIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the KINGDOM OF CAMBODIA ("Recipient") and the 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) 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, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to sixty-one million eight hundred thousand Special Drawing Rights (SDR 61,800,000) (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 III of Schedule 2 to this Agreement.

2.03. 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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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 Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through its Ministry of Education, Youth and Sport ("MoEYS") in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.02. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its Minister at the time responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Economy and Finance
Street 92
Sangkat Wat Phnom, Khan Daun Penh
Phnom Penh
Kingdom of Cambodia

(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:

(855-23) 725-341 thirong_pen@mef.gov.kh
(855-23) 427-798

5.03. 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

(b) the Association’s Electronic Address is:
Facsimile: 1-202-477-6391
E-mail: cambodia@worldbank.org

AGREED as of the Signature Date.

KINGDOM OF CAMBODIA

By
Authorized Representative

Name: AUN PORN MONIROTH, Ph.D
Title: Senior Minister and Minister
Date: July 12, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Authorized Representative

Name: Inguna Dobraja
Title: Country Manager
Date: July 12, 2018
SCHEDULE 1

Project Description

The objectives of the Project are to improve the quality and relevance of higher education and research mainly in STEM and agriculture at targeted higher education institutions, and to improve governance in the sector.

The Project consists of the following parts:

Part 1. Improving Teaching and Learning Capacity

1.1. Improving Teaching and Learning. Carrying out of a program of activities designed to improve the quality of teaching and learning mainly in STEM and agriculture fields in selected public HEIs through:

   (a) the provision of Grants to the selected public HEIs for the implementation of Subprojects comprising partnership activities with other international and domestic academic institutions, including: (i) curriculum review and revision, including the establishment of new undergraduate and postgraduate programs, and facility assessments; (ii) provision of short courses and mentoring for faculty staff; and (iii) implementation of faculty exchange and collaborative research programs; and

   (b) the provision of Grants to the selected public HEIs for the implementation of Subprojects comprising the upgrading of facilities and collaborative activities with private sector partners, including: (i) construction and rehabilitation of university buildings, laboratories, classrooms, and dormitories for female student and students from poor households; (ii) provision of teaching and learning equipment and materials; and (iii) provision of technical support to strengthen linkages between the selected HEIs and private sector partners including the engagement of guest lecturers from private industry, establishment of job placement and/or industrial linkage units, internships, interdisciplinary exchanges and alumni activities.

1.2. Improving Institutional Capacity. Carrying out of a program of activities designed to improve the internal and external accountability of selected public HEIs in line with accreditation standards, through the provision of Grants to the selected public HEIs for the implementation of Subprojects comprising activities to strengthen the HEIs’ institutional governance, financial and human resource management, and monitoring of graduates’ participation in the labor market.

1.3. Supporting Private HEIs. Carrying out of a program of activities designed to:

   (a) improve the quality of teaching and learning mainly in STEM and agriculture fields in selected private HEIs, through the provision of Grants to the selected private HEIs for the implementation of Subprojects comprising partnership activities with other international and domestic academic institutions, including: (i) curriculum review and revision, including the establishment of new undergraduate and postgraduate programs, and facility assessments; (ii) provision of short courses and mentoring for faculty staff; and (iii) implementation of faculty exchange and collaborative research programs; and
programs, and facility assessments; (ii) provision of short courses and mentoring for faculty staff; and (iii) implementation of faculty exchange programs; and

(b) improve the internal and external accountability of selected private HEIs in line with accreditation standards, through the provision of Grants to the selected private HEIs for the implementation of Subprojects comprising activities to strengthen the HEIs' institutional governance, financial and human resource management, and monitoring of graduates' participation in the labor market.

Part 2. Improving Research in STEM and Agriculture

Carrying out of a program of activities designed to improve the quality and relevance of research in STEM and agriculture fields in selected public HEIs through the provision of Grants to the selected HEIs for the development and implementation of research Subprojects which result in peer reviewed publications.

Part 3. Strengthening Sectoral Governance and Project Management

3.1. Strengthening Sectoral Governance. Carrying out of a program of activities designed to strengthen the system of higher education through the improvement of quality assurance mechanisms, expansion of information systems, and development of legislation for autonomous HEIs, including: (a) implementation of institutional accreditation; (b) development and implementation of internal quality assurance guidelines for HEIs; (c) expansion of HEMIS to be used for policy and planning; (d) provision of technical assistance to develop and process policy documents related to HEI autonomy, PhD standards, a human resource master plan, and other relevant areas; and (e) coordination of activities related to strengthening HEIs' financial management and human resource management and tracking HEIs graduates' employment data.

3.2. Project Management and Monitoring and Evaluation. Carrying out of the day-to-day implementation, coordination, and management of Project activities including planning and execution, financial management, procurement, internal and external audits, environmental and social safeguards management, and monitoring, reporting and evaluation.

Part 4. Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall maintain, and cause to be maintained, throughout the period of implementation of the Project, the following structures, all with functions, composition, staffing and resources acceptable to the Association: (1) a Project management committee chaired by MoEYS and including representatives of the DGHE, the ACC and participating HEIs to provide overall policy direction and general oversight of the Project, including the review and endorsement of AWPBs; (2) a Project management team in the MoEYS, to carry out the day-to-day management, monitoring and evaluation of Project activities; (3) Project teams within the DGHE, the ACC, and each HEI participating in the Project, to implement Project activities involving the participation of said institutions; (4) a partnerships and research committee including representatives of relevant ministries, participating HEIs, the private sector and professional educational bodies to review and endorse proposed Grant proposals; and (5) a private sector advisory committee including representatives of the private sector to provide strategic guidance on the promotion of academic-industry linkages under the Project.

B. Project Operational Manual

1. The Recipient shall ensure that the Project (except Part 4 of the Project) is carried out in accordance with the arrangements and procedures set out in the Project Operational Manual (provided, however, that in the case of any conflict between the arrangements and procedures set out in the said manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the said manual.

2. Without limitation upon paragraph 1 of this Part B, the Recipient shall, not later than June 30, 2019, finalize and adopt a sub-manual (as part of the overall Project Operational Manual) in form and substance satisfactory to the Association, detailing the eligibility criteria and approval and administration arrangements for Grants to eligible private HEIs.

C. Annual Works Plans and Budgets

1. The Recipient shall furnish to the Association not later than December 1 of each fiscal year of the Recipient during the implementation of the Project (or such later
date as the Association may agree) for the Association’s no-objection, a consolidated Annual Work Plan and Budget ("AWPB") as approved by the Ministry of Economy and Finance, containing all Project activities and Eligible Expenditures proposed to be included in the Project in the Recipient’s following fiscal year.

2. The Recipient shall ensure that the Project is implemented in accordance with the AWPB accepted by the Association for the Recipient’s respective fiscal year (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

3. The Recipient shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Association.

D. Subprojects

1. No Subproject shall be eligible for financing out of the proceeds of the Financing unless such Subproject has been prepared, approved and implemented in accordance with the criteria, guidelines and procedures set forth in the Project Operational Manual.

2. With respect to each eligible Subproject for which the Recipient has decided to make available a Grant, the Recipient shall enter into or cause to be entered into a Grant Agreement with the selected HEI on terms and conditions acceptable to the Association, which shall include the following:

   (a) requirements to: (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, in full compliance with the provisions of the Project Operational Manual, the Safeguard Instruments and the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient; (B) provide, promptly as needed, the resources (including salaries, bonuses, fees and honoraria or equivalent payments of academic staff) required for the purpose of the Subproject; (C) procure the goods, works and services to be financed out of the Grant in accordance with the provisions of this Agreement; (D) maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures relating to the Subproject; (E) enable the Recipient and the Association to inspect the Subproject, 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; and
provisions to suspend or terminate the right of the HEI 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 HEI's failure to perform any of its obligations under the Grant Agreement.

3. No Subproject shall be eligible for financing unless a Grant Agreement has been concluded to this effect on terms and conditions set forth in this Section D and the Project Operational Manual.

4. The Recipient shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall implement or cause the Safeguards Instruments to be implemented in a manner and substance satisfactory to the Association.

2. Without limitation upon the foregoing, the Recipient shall ensure:

(a) that: (i) any potential negative environmental and social impacts of Project activities are screened and assessed, and all necessary actions are taken to avoid, minimize, mitigate and/or compensate such impacts in accordance with the ESMF and the EA-EP; and (ii) whenever required pursuant to the ESMF, ensure that ESMPs are: (A) prepared in accordance with the ESMF and, except as otherwise agreed with the Association, submitted to the Association for review and no-objection; (B) adopted, publicly disclosed and consulted upon in a manner satisfactory to the Association; and (C) thereafter, implemented in accordance with their terms;

(b) the avoidance of any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, and the displacement of said people in the carrying out of the Project or any part thereof; and

(c) that all necessary actions are taken in accordance with the EA-EP to: (i) avoid adverse effects or when avoidance is not feasible, minimize, mitigate and/or compensate such effects on Indigenous Peoples caused or likely to be caused by the Project; and (ii) through a process of informed participation, involve concerned Indigenous Peoples in the implementation of the Project so as to ensure that the benefits under the Project are socially and culturally acceptable to such people and that
Project activities are in harmony with their economic, social and cultural preferences and protect their customary user rights.

3. Without limitation upon the foregoing, the Recipient shall ensure that each contract for civil works to be financed out of the proceeds of the Financing or by counterpart funds under the Project shall include the obligation of the relevant contractor to carry out such works in accordance with the Safeguards Instruments.

4. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, waive, or permit to be assigned, amended, abrogated, or waived, any Safeguards Instrument, or any provision thereof.

5. The Recipient shall ensure that the terms of reference for any consultancies related to studies, assessments, regulations, technical guidelines, training and technical assistance activities under the Project shall be satisfactory to the Association and, to that end, such terms of reference shall, inter alia, duly incorporate the requirements of the Association's safeguard policies then in force, as applied to the advice conveyed through such studies, assessments, regulations, technical guidelines, training and technical assistance activities.

6. Without limitation upon its other reporting obligations under Section II.A of this Schedule 2, the Recipient shall take all measures necessary to regularly collect and compile, and submit to the Association, as part of the Project Reports, information on the status of compliance with the Safeguards Instruments, providing details of:

   (a) the measures taken in furtherance of the Safeguards Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and

   (c) remedial measures taken or required to be taken to address such conditions.

7. In the event of a conflict between the provisions of any of the Safeguards Instruments and those of this Agreement, the provisions of this Agreement shall prevail.

F. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Emergency Response Part"), the Recipient shall:

   (a) prepare and furnish to the Association for its review and no-objection, an Emergency Response Manual ("ERM") which shall set forth detailed implementation arrangements for the Emergency Response Part,
including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the Safeguard Instruments and any other relevant safeguard instruments to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

(b) afford the Association a reasonable opportunity to review the proposed ERM;

(c) promptly adopt the ERM for the Emergency Response Part as accepted by the Association;

(d) ensure that the Emergency Response Part is carried out in accordance with the ERM; provided, however, that in the event of any inconsistency between the provisions of the ERM and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the ERM without the prior written no-objection by the Association.

2. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation, disclosure and consultation upon all safeguard instruments as may be required for said activities in accordance with the ERM, the Association has provided its no-objection to all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports

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 semester.

B.  Mid-term Review

The Recipient shall: (a) on or about the date twenty four (24) months after the Effective Date, prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to paragraph 1 of this Part A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Association such mid-term report, on or about the date forty-five (45) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association’s views on the matter.

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 up to the percentage set forth against each Category of the following table:

<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) Goods, non-consulting services, consulting services, Training and Operating</td>
<td>8,450,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
Costs under Part 3 of the Project

<table>
<thead>
<tr>
<th>Costs under Part 3 of the Project</th>
<th>47,850,000</th>
<th>100% of amount disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Grants under Parts 1.1, 1.2 and 2 of the Project</td>
<td>5,500,000</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>(3) Grants under Part 1.3 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>61,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed SDR350,000 may be made for payments made prior to this date but on or after February 22, 2018, for Eligible Expenditures under Category 1 and 2; or

   (b) or Emergency Expenditures under Category (4), unless and until the Association is satisfied that all of the following conditions have been met in respect of said expenditures:

      (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

      (ii) the Recipient has ensured that all safeguards instruments required for said activities have been prepared, disclosed and consulted upon, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.F of this Schedule;
(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.F of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the ERM, in form and substance acceptable to the Association, and the provisions of the ERM remain - or have been updated in accordance with the provisions of Section I.F of this Schedule so as to be - appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is June 30, 2024.
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 April 15 and October 15, commencing October 15, 2024 to and including April 15, 2056</td>
<td>1.5625%</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 3.05 (b) of the General Conditions.
APPENDIX

Definitions

1. "ACC" means the Accreditation Committee of Cambodia, or any successor thereto which the Association has confirmed in writing is acceptable for the implementation of the Project.

2. "Annual Work Plan and Budget" and the acronym "AWPB" each means the plan and budget referred to in Section I.C of Schedule 2 to this Agreement; as said plan may be modified from time to time with the prior written no-objection of the Association.

3. "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 July 1, 2016.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "DGHE" means the Directorate General for Higher Education of MoEYS, or any successor thereto which the Association has confirmed in writing is acceptable for the implementation of the Project.

6. "EA-EP" means the Recipient's Equity Assessment and Equity Plan, dated November 2017, setting out the measures to be undertaken to ensure culturally appropriate social and economic benefits for the Indigenous Peoples affected by Project activities, and to avoid, minimize, mitigate and/or compensate for any potential adverse effects on the Indigenous Peoples associated with such activities; as said plan may be modified from time to time with the prior written no-objection of the Association, and such term includes any schedules or annexes to such plan.

7. "ECOP" means the Environmental Codes of Practices included in the ESMF, setting out, inter alia, measures and procedures to avoid, minimize, mitigate and/or compensate any adverse environmental, health and safety impacts that may result from the implementation of the Project.

8. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

9. "Emergency Expenditure" means any of the eligible expenditures set forth in the ERM in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, and required for the Emergency Response Part.
10. “Emergency Response Manual” or “ERM” means the manual referred to in Section I.F.1(a) of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.

11. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

12. “ESMF” means the Recipient’s Environmental and Social Management Framework dated November 2017, setting out, inter alia, the principles, standards, processes and tools to be applied to assess potential adverse environmental and social impacts associated with Project activities and the ways to avoid, minimize, mitigate and/or compensate such impacts, with related public consultation, disclosure, reporting and grievance redress procedures, including, inter alia, the ECOP, and the guidelines, procedures and forms for preparing and implementing ESMPs, as said framework may be modified from time to time with the prior written no-objection of the Association, and such term includes any schedules or annexes to such framework.

13. “ESMPs” means any environmental and/or social management plans to be prepared by the Recipient in accordance with the ESMF pursuant to Section I.E of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, setting out, inter alia, details of measures to manage potential environmental and/or social risks and avoid, minimize, mitigate and/or compensate any adverse environmental and/or social impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as said plan may be modified from time to time with the prior written no-objection of the Association, and such term includes any annexes and schedules to such plan.


15. “Grant” means a grant made available to a selected public or private HEI, as the case may be, for the carrying out of a Subproject under Parts 1 and 2 of the Project and in accordance with the provisions of a Grant Agreement to finance the reasonable cost of goods, works and services (but excluding salaries, bonuses, fees and honoraria or equivalent payments of academic staff) required for such Subproject.

16. “Grant Agreement” means the agreement to be entered into between the Recipient and each selected HEI for purposes of providing a Grant for the implementation of a Subproject.
17. "HEI" means a Cambodian higher education institution selected for participation in the Project.

18. "HEMIS" means higher education management information system.

19. "Indigenous Peoples" means those social groups in the Recipient’s territory that have a distinct, vulnerable, social and cultural identity, and that possess the following characteristics in varying degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the Project area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (d) an indigenous language.

20. "MoEYS" means the Recipient’s Ministry of Education, Youth and Sport, or any successor thereto which the Association has confirmed in writing is acceptable for the implementation of the Project.

21. "Operating Costs" means reasonable costs required for the day-to-day coordination, administration, operation and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses (including postage, telephone and internet costs), translation, printing and photocopying expenses, bank charges, publications and advertising expenses, insurance, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, and other administrative costs directly related to the Project, but excluding salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient’s civil service or of HEIs staff.

22. "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 1, 2016, revised November 2017.

23. "Project Operational Manual" means the Recipient’s manual referred to in Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) disbursement and financial management; (iii) procurement; (iv) environmental and social safeguards management; (v) monitoring, evaluation, reporting and communication; (vi) the eligibility criteria, appraisal, approval and administration arrangements and procedures for Subprojects and terms and conditions of Grant Agreements, including those pertaining to private HEIs as of the date indicated in Section I.B.2 of Schedule 2 to this Agreement at the latest; and (vii) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as said manual may be modified from time to time with
the prior written no-objection of the Association; and such term includes any schedules, annexes and attachments to the Project Operational Manual.

24. "Safeguard Instruments" means, collectively, the ESMF including any ESMPs prepared in accordance with the ESMF, and the EA-EP.

25. "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.

26. "STEM" means science, technology, engineering, and mathematics.

27. "Subproject" means a specific set of activities to be carried out by a selected HEI under Parts 1 and 2 of the Project utilizing the proceeds of a Grant, all in accordance with the provisions of the Project Operational Manual, and the term "Subprojects" means more than one such Subproject or all of them as the context may require.

28. "Training" means the reasonable costs incurred by the Recipient for training under the Project and directly attributable to seminars, workshops and study tours, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.