



CREDIT NUMBER 5655-ZR
GRANT NUMBER D067-ZR

Financing Agreement

(Quality and Relevance of Secondary and Tertiary Education Project)

Between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *July 9th*, 2015

CREDIT NUMBER 5655-ZR
GRANT NUMBER D067-ZR

FINANCING AGREEMENT

AGREEMENT dated July 9th, 2015, entered into between DEMOCRATIC REPUBLIC OF CONGO (“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 grant and a credit (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to fifty million and eight hundred thousand Special Drawing Rights (SDR50,800,000) (“Grant”); and
 - (b) an amount equivalent to ninety four million and three hundred thousand Special Drawing Rights (SDR94,300,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are 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, through MEPS-INC, MESU and METP, declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following, namely that any legislative and regulatory texts governing the operations of MEPS-INC, MESU and METP, CAT, the TSTs and the CGPMs and the Steering Committee or any other entity involved in the implementation of the Project shall have been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the implementation of the Project.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that any of the events 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 to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.
- 5.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister in charge of finance.

- 6.02. The Recipient's Address is:

Ministry of Finance
Boulevard du 30 Juin - Commune de la Gombe
Kinshasa 1
Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 82 585 22 40

- 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	248423 (MCI)	1-202-477-6391
Washington, D.C.		

AGREED at Kinshasa, DRC, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By



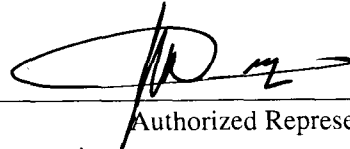
Authorized Representative

Name: Henri YAV DIULANG

Title: Directeur des Finances

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Ahmadou Moustafer Ndiaye

Title: Country Director

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) improve the teaching and learning of mathematics and science in the Recipient's general secondary education; and (ii) enhance relevance of TVET in priority sectors in secondary and tertiary education levels in the Recipient's territory.

The Project consists of the following components:

Component 1: Improve the Teaching and Learning of Mathematics and Science in General Secondary Education

1.1 Development of Secondary Education Strategic Framework and Strengthening of Mathematics and Science Curricula for Secondary Education with Improved Teaching and Learning Conditions

Support the Recipient to: (i) develop a more efficient secondary education policy; (ii) upgrade mathematics and science curricula, develop practical teacher's handbooks and provide science kits; and (iii) install demonstration science laboratories in selected secondary schools.

1.2. Upgrading Mathematics and Science Curricula for In-Service and Pre-Service Training of Secondary Teachers at ISPs

Support the Recipient to: (i) improve the capacity of future mathematics and science teachers; (ii) improve the capacity of existing mathematics and science teachers, through the review of the mathematics and science curricula, the training of teachers teaching mathematics and science in the provinces of the selected ISPs; (iii) provide refresher courses for ISPs professors; and (iv) carry out the upgrading of said ISPs with equipment and works.

Component 2: Enhance the Relevance of TVET in Priority Sectors at Secondary and Tertiary Education Levels

2.1 Development of a TVET Strategy and Enabling Framework

Support the Recipient to: (i) develop a coherent policy framework with TVET strategic options to improve governance and relevance; (ii) revise existing public-private partnership; (iii) improve the management model for secondary TVET schools; and (iv) develop systems to certify TVET training and quality of undergraduate professional programs;

2.2 Enhancing the Quality and Relevance of Secondary TVET in the Priority Sectors

Support the Recipient to: (i) develop and implement curricula and accompanying training programs in priority sectors; and (ii) provide Block Grants for TVET Institutions to strengthen relevance of TVET delivery of selected public TVET secondary schools.

2.3 Enhancing the Quality and Relevance of Tertiary TVET in the Priority Sectors

Support the Recipient to: (i) upgrade knowledge and skills of secondary TVET instructors with the strengthening of selected ISPTs; (ii) develop undergraduate programs in accordance with the LMD system, in priority sectors through Block Grants for Higher Education Institutions; (iii) introduce short-cycle professional programs in response to specific needs observed by said Higher Education Institutions through Block Grants for Higher Education Institutions; (iv) reinforce the quality assurance system through the establishment of a national and independent quality assurance agency; and (v) support the development and implementation of a LMD legal framework.

Component 3: Project Coordination, Monitoring and Evaluation

- (i) Support the Recipient to ensure effective and efficient Project coordination.
- (ii) Support the Recipient to undertake data collection, tracer surveys, annual evaluations, annual audits, communication strategy and campaigns, and sporadic evaluations as needed, as well as a final evaluation.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall:

1. Establish no later than one (1) month after the Effective Date and thereafter maintain throughout the period of Project implementation the Steering Committee to provide overall strategic guidance and approve the Annual Work Programs, with terms of reference, composition and powers acceptable to the Association, as further described in the Project Operations Manual.
2. Designate and maintain CAT, throughout the period of Project implementation, to be responsible for prompt and efficient overall coordination between MEPS-INC, MESU and METP, including the coordination of the preparation of Annual Work Programs, as further described in the Project Operations Manual.
3. Designate and maintain the General Secretariats of MEPS-INC, MESU and METP throughout the period of Project implementation, to be responsible for prompt and efficient Project implementation, regular participation in the Steering Committee and provide funding, personnel and other resources necessary to enable said General Secretariats of MEPS-INC, MESU and METP to perform said functions, as further described in the Project Operations Manual.
4. Designate and maintain the TSTs for MEPS-INC, MESU and METP, throughout the period of Project implementation, to assist the General Secretariats of MEPS-INC, MESU and METP in their responsibilities for prompt and efficient Project implementation, and provide funding, personnel and other resources necessary to enable said TSTs for MEPS-INC, MESU and METP to perform said functions, as further described in the Project Operations Manual.
5. Designate and maintain the CGPMPs for MEPS-INC, MESU and METP, throughout the period of Project implementation, to carry out all procurement activities under the Project, and provide funding, personnel and other resources necessary to enable said CGPMPs for MEPS-INC, MESU and METP to perform said functions, as further described in the Project Operations Manual.

B. Annual Work Program:

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Program").
2. The Recipient shall exchange views with and seek approval of 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.
3. Only those activities which are included in an Annual Work Program shall be implemented. Notwithstanding the foregoing, this Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

C. Anti-Corruption

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

D. Project Operations Manual and Safeguard Documents

1. The Recipient shall carry out and shall cause the Project to be carried out in accordance with the provisions of the Project Operations Manual and the Safeguard Documents.
2. Without limitation on the provisions of paragraph 1 immediately above, the Recipient shall take the following measures:
 - (a) If any activities included in the Project would, pursuant to the Environmental and Social Management Framework, require the carrying out of an ESIA, no such activities shall be implemented unless and until:
 - (i) an ESIA for such activities has been: (A) prepared in accordance with the Environmental and Social Management Framework and furnished to the Association for review and approval; (B) disclosed locally as required by the Environmental and Social Management Framework; and (C) approved by the Association and publicly disclosed; and
 - (ii) if said ESIA would require the preparation of an ESMP, such ESMP has been: (A) prepared in accordance with such ESIA and furnished to the Association for review; and; (B) disclosed locally as required by the

Environmental and Social Management Framework; and (C) approved by the Association and publicly disclosed.

- (b) If any activities included in the Project would, pursuant to the Indigenous Peoples Planning Framework, require the preparation of an IPP, no such activities shall be implemented unless and until an IPP for such activities has been: (A) prepared in accordance with the requirements of the Indigenous Peoples Planning Framework and furnished to the Association for review and approval; (B) disclosed locally as required by the Indigenous Peoples Planning Framework; and (C) approved by the Association and publicly disclosed.
 - (c) If any activities included in the Project would, pursuant to the Resettlement Policy Framework, require the preparation of an RAP, no such activities shall be implemented unless and until an RAP for such activities has been: (A) prepared in accordance with the requirements of the Resettlement Policy Framework and furnished to the Association for review and approval; (B) disclosed locally as required by the Resettlement Policy Framework; and (C) approved by the Association and publicly disclosed.
- 3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association reports, in form and substance satisfactory to the Association, on the status of compliance with the Safeguard Documents, giving details of:
 - (a) measures taken in furtherance of such Safeguard Documents;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Documents; and
 - (c) remedial measures taken or required to be taken to address such conditions.
- 4. The Recipient shall afford the Association a reasonable opportunity to review the report prepared under paragraph 3 immediately above, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the Safeguard Documents.
- 5. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Operations Manual or the Safeguard Documents, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Operations Manual or any of the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Block Grants for TVET Institutions and Grant Agreements

1. To facilitate the carrying out of Components 2.2(ii) of the Project, the Recipient shall extend Block Grants for TVET Institutions under Grant Agreements with said TVET Institutions, with terms and conditions approved by the Association, which shall include, *inter alia*, the obligation for said TVET Institutions to implement their respective school development plans, as approved by the Association and as further described in the Project Operations Manual.

2. The Recipient shall exercise its rights under said Grant Agreements in such manner as to protect its interests and those of the Association so as to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Grant Agreements or any of their provisions. In case of any conflict between the terms of the Grant Agreements and the terms of this Agreement, the terms of this Agreement shall prevail.

F. Block Grants for Higher Education Institutions and Performance-Based Contracts

1. To facilitate the carrying out of Components 2.3(ii) and 2.3(iii) of the Project, the Recipient shall extend Block Grants for Higher Education Institutions under Performance-Based Contracts with said Higher Education Institutions, with terms and conditions approved by the Association, which shall include, *inter alia*, the obligation for said Higher Education Institution to implement the Performance Contracts, as approved by the Association and as further described in the Project Operations Manual.

2. The Recipient shall exercise its rights under said Performance-Based Contracts in such manner as to protect its interests and those of the Association so as 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-Based Contracts or any of their provisions. In case of any conflict between the terms of the Performance-Based Contracts and the terms of this Agreement, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

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 Operations Manual and found acceptable to the Association. Each Project Report shall cover the period of one (1) calendar quarter and shall be furnished to the Association not later than forty-five (45) 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 (6) 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 as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Project Preparation Advance. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

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) Direct Contracting; (e) Community Participation procedures which have been found acceptable to the Association; (f) Procurement from United Nations Agencies; (g) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (h) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association.

3. **Additional Provisions for National Competitive Bidding**

National Competitive Bidding may be used subject to using the open procedure (“*appel d’offres ouvert*”) set forth in the Recipient’s Public Procurement Law No 10/010 dated April 27, 2010 (the “PPL”) and the Manual of Procedures of the PPL as per Recipient’s Decree No 10/22 dated June 2, 2010 (the “Manual of Procedures”); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

- (a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under National Competitive Bidding shall be found acceptable to the Association before their use during the implementation of Project;
- (b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process;
- (c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient’s Procurement Regulator (*Autorité de Régulation des Marchés Publics*) and bidders should be given at least thirty (30) days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later;
- (d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder’s capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents;
- (e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no “blanket” limitation of

the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents;

- (f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient;
- (g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient's Procurement Regulator (*Autorité de Régulation des Marchés Publics*) web-site;
- (h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines;
- (i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines each bidding document and contract shall include provisions stating the Association's policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance;
- (j) **Requirement for administrative documents and/or tax clearance certificate**
The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract; and
- (k) **Modifications of a Signed Contract:** Any change in the contract amount which singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done through an amendment to the signed contract instead of signing a new contract.

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) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Quality-based Selection; (d) Selection under a Fixed Budget; (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; (g) Single-source procedures for the Selection of Individual Consultants; and (h) Selection of United Nations Agencies.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of 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 and of the Grant 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 by the Credit (inclusive of Taxes)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed by the Grant (inclusive of Taxes)
(1)				
(a) Goods, works, non-consulting services, consultants' services, Operating Costs, Training and Workshops for Components 1.1, 2.1, 2.2(i) and 3 of the Project	47,600,000	65%	25,600,000	35%
(b) Goods, works, non-consulting services, consultants' services, Operating Costs, Training and Workshops for Components 1.2 and 2.3(i), 2.3(iv) and 2.3(v) of the Project	9,000,000	65%	4,800,000	35%
(2) Block Grants for TVET Institutions under Component 2.2(ii) of the Project	17,900,000	65%	9,600,000	35%
(3) Block Grants for Higher Education Institutions under Component 2.3(ii) and (iii) of the Project	18,800,000	65%	10,200,000	35%
(4) Refund of Preparation Advance	1,000,000	Amount payable pursuant to Section 2.07 of the General Conditions	600,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	94,300,000		50,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:
 - (a) payments for Eligible Expenditures made under Category (1) prior to the date of this Agreement.
 - (b) payments for Eligible Expenditures made under Category (2), until and unless two (2) Grant Agreements for Block Grant to TVET Institutions have been signed in form and substance satisfactory to the Association.
 - (c) payments for Eligible Expenditures made under Category (3), until and unless two (2) Performance-Based Contracts for Block Grant to Higher Education Institutions have been signed in form and substance satisfactory to the Association.
2. The Closing Date is December 31, 2021.

Section V. Other Undertakings

1. By September 30, 2017, or such other date as the Association shall agree upon, the Recipient, through MEPS-IN 3, MESU and METP shall: (i) carry out jointly with CAT and the Steering Committee, and the Association, 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.
2. On or before one (1) month after the Effective Date, the Recipient shall amend the *Arrêté* No. MINEPSP/CABMIN/0014/2014 dated July 2, 2014 to include the overall coordination of the Project by CAT; all in form and substance satisfactory to the Association.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15, commencing October 15, 2021 to and including April 15, 2053	1.5625%

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

APPENDIX

Definitions

1. “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.
2. “Annual Work Program” means the annual work program to be prepared by the Recipient, through MEPS-INC, MESU and METP not later than November 30 in each calendar year during Project implementation.
3. “Block Grants for Higher Education Institutions” means financial amounts received under grant terms by Higher Education Institutions for education services delivered under Performance-Based Contracts in accordance with Component 2.3(ii) and (iii) of the Project and as further described and detailed in the Project Operations Manual.
4. “Block Grants for TVET Institutions” means financial amounts received under grant terms by TVET Institutions for education services delivered under Grant Agreement in accordance with Component 2.2(ii) of the Project and as further described and detailed in the Project Operations Manual.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “CAT” means *Cellule d’Appui Technique*, the technical assistance unit within the administrative structure of MEPS-INC in charge of overall coordination and evaluation of the Project as established and operating in accordance with the Recipient’s Decree No. MINEPSP/CABMIN/0014/2014 dated July 2, 2014 as amended, with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Operations Manual, or any successor thereto.
7. “CGPMPs for MEPS-INC, MESU and METP” means *Cellules de Gestion de Projets des Marchés Publics*, the procurement units within the administrative structure of MEPS-INC, METP and MESU in charge of the procurement activities under the Project with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Operations Manual, or any successors thereto.
8. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
9. “ESIA” means, for a given activity included in the Project, the environmental and social impact assessment of said activity to be carried out in accordance with the Environmental and Social Management Framework and pursuant to provisions of Section I.D. of Schedule 2 to this Agreement.

10. “Environment and Social Management Framework” means the Recipient’s framework, disclosed in country on the websites www.eduquepsp.cd and www.minesu.gouv.cd on April 23, 2015, and at the World Bank’s *Infoshop* on April 23, 2015, outlining the modalities to be followed under the Project in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts, including environmental and social screening processes for the Project, as well as guidelines for the carrying out of ESIA’s and the preparation of ESMF’s, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any annexes or schedules to said framework.
11. “ESMP” means, for a given activity included in the Project, the environmental and social management plan for such activity to be prepared and implemented in accordance with the Environmental and Social Management Framework and pursuant to the provisions of Section I.D.2 of Schedule 2 to this Agreement.
12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
13. “General Secretariats of MEPS-INC, MESU and METP” means the general secretariats within the administrative structure of MEPS-INC, MESU and METP in charge of a prompt and efficient Project implementation and regular participation in the Steering Committee with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Operations Manual, or any successors thereto.
14. “Grant Agreements” means the agreements between the Recipient and the TVET Institutions, setting forth the terms and conditions under which proceeds of the Financing are to be made available to said TVET Institutions through Block Grants for TVET Institutions, as further detailed in the Project Operations Manual.
15. “Higher Education Institutions” means collectively eligible universities and other higher education institutes which have been selected to sign Performance-Based Contracts and receive Block Grants under Components 2.3(ii) and (iii) as further detailed in the Project Operations Manual.
16. “IPP” means, for a given activity included in the Project, the indigenous peoples plan for such activity to be prepared and implemented in accordance with the Indigenous Peoples Planning Framework and pursuant to the provisions of Section I.D.2 of Schedule 2 to this Agreement.
17. “Indigenous Peoples Planning Framework” means the Recipient’s framework, disclosed in country on the websites www.eduquepsp.cd and www.minesu.gouv.cd on April 23, 2015, and at the World Bank’s *Infoshop* on April 23, 2015, outlining measures to ensure culturally appropriate social and economic benefits for indigenous peoples under the Project and avoidance, minimization, or mitigation of or compensation for any potential

adverse effects on them associated with activities to be implemented under the Project, including guidelines for the preparations of IPPs, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any annexes or schedules to said framework.

18. “ISPs” means *Instituts Supérieurs Pédagogiques*, the Recipient’s training institutes for teacher, established and operating under the Recipient’s Law (*Ordonnance-Loi*) No. 025-81, dated October 3, 1981, and any successor thereto.
19. “ISPTs” means *Instituts Supérieurs Pédagogiques et Techniques*, the Recipient’s training and technological institutes, established and operating under the Recipient’s Law (*Ordonnance-Loi*) No. 025-81, dated October 3, 1981, and any successor thereto.
20. “LMD” means *licence, maîtrise, doctorat*, the undergraduate, graduate and doctorate degrees to be issued in the university system in the Recipient’s territory.
21. “MESU” means *Ministère de l’Enseignement Supérieur et Universitaire*, the Recipient’s Ministry in charge of higher education, and any successor thereto.
22. “MEPS-INC” means *Ministère de l’Enseignement Primaire, Secondaire et Initiation de la Nouvelle Citoyenneté*, the Recipient’s Ministry in charge of primary, secondary and initiation for new citizenship, and any successor thereto.
23. “METP” means *Ministère de l’Enseignement Technique et Professionnel*, the Recipient’s Ministry in charge of technical and vocational education and any successor thereto.
24. “Operating Costs” means recurrent costs incurred by the TSTs of MEPS-INC, MESU and METP; MEPS-INC; MESU; METP; and CAT under the Project relating to: (i) travel and per diem costs for technical staff carrying out supervisory and quality control activities; and (ii) salaries of support staff for MEPS-INC, MESU, METP, and CAT, but excluding salaries of the Recipient’s civil servants.
25. “Performance-Based Contracts” means the contracts between MESU and the Higher Education Institutions, setting forth the terms and conditions under which proceeds of the Financing are to be made available to said Higher Education Institutions through Block Grants for Higher Education Institutions for education services, as further detailed in the Project Operations Manual.
26. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on January 20, 2015 and on behalf of the Recipient on January 20, 2015.
27. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).

28. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 6, 2015 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.
29. "Project Operations Manual" means a manual dated April 22, 2015, adopted by the Recipient and found satisfactory to the Association and which shall contain, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or personnel of MEPS-INC, MESU, METP, CAT, and the Steering Committee; (ii) the procedures for procurement of goods, works, non-consulting services, consultants' services, Operating Costs, Training and Workshops, 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) flow and disbursement arrangements of Project funds; (v) the communication strategy for the Project; (vi) the model forms for the Performance-Based Contracts and the Grant Agreements; (vii) detailed procedures for the management of Block Grants for Higher Education Institutions and Performance-Based Contracts as well as for the management of Block Grants for TVET Institutions and Grant Agreements; and (viii) the Safeguard Documents; as said manual may be amended from time to time with the Association's prior approval.
30. "RAP" means, for a given activity included in the Project, the resettlement action plan for such activity to be prepared and implemented in accordance with the Resettlement Policy Framework and pursuant to the provisions of Section I.D.2 of Schedule 2 to this Agreement.
31. "Resettlement Policy Framework" means the Recipient's framework, disclosed in the country on the websites www.eduquepsp.cd and www.minesu.gouv.cd on April 23, 2015 and at the World Bank's *Infoshop* on April 23, 2015, outlining measures, modalities to be followed under the Project in assessing the potential adverse social impacts related to involuntary resettlement of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts including screening processes for the Project as well as for the preparation of RAPs, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any annexes or schedules to said framework.
32. "Safeguard Documents" means collectively the Indigenous Peoples Planning Framework, the Resettlement Policy Framework, the Environment and Social Management Framework, the ESIA's, the ESMPs, the IPPs, and the RAPs.
33. "Steering Committee" means a committee established by the Recipient to provide overall strategic guidance and approve the Annual Work Program, with terms of reference, composition and powers acceptable to the Association as further described in the Project Operations Manual and in the Recipient's *Arrêté Interministeriel* No. 0057/2015 dated April 7, 2015.

34. "TSTs of MEPS-INC, MESU and METP" means the Technical Support Teams within the administrative structure of MEPS-INC, MESU and METP in charge of assisting the General Secretariats of MEPS-INC, MESU, METP in their responsibilities for prompt and efficient Project implementation with terms of reference, composition and responsibilities acceptable to the Association as further detailed in the Project Operations Manual, or any successors thereto.
35. "TVET" means technical and vocational education and training.
36. "TVET Institutions" means the institutions in the Recipient's territory in charge of delivering technical and vocational education and training.
37. "Workshops and Training" means workshops and training for 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 activities 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 workshop and training preparation and implementation.