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Jan 9, 2020

Honourable Sani YAYA  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Lomé  
Republic of Togo

Re: Republic of Togo  
IDA Credit 6512-TG  
IDA Grant D536

Second Africa Higher Education Centers of Excellence for Development Impact Project  
Additional Instructions: Disbursement and Financial Information Letter

Honorable Minister:

I refer to the Financing Agreement between the Republic of Togo (the "Recipient") and the International Development Association (the "Association") for the above-referenced Project. The General Conditions, as defined in the Financing Agreement, provide that the Recipient may from time to time request withdrawals of Financing amount from the Financing Accounts in accordance with the Disbursement and Financial Information Letter, and such additional instructions as the Association may specify from time to time by notice to the Recipient. The General Conditions also provide that the Disbursement and Financial Information Letter may set out Project specific financial reporting requirements. This letter constitutes such Disbursement and Financial Information Letter ("DFIL"), and may be revised from time to time.

**I. Disbursement Arrangements, Withdrawal of Credit and Grant Funds, and Reporting of Uses of Credit and Grant Funds.**

The *Disbursement Guidelines for Investment Project Financing*, dated February 2017, ("Disbursement Guidelines") are available in the Association's public website at <https://www.worldbank.org> and its secure website "Client Connection" at <https://clientconnection.worldbank.org>. The Disbursement Guidelines are an integral part of the DFIL, and the manner in which the provisions in the guidelines apply to the Credits are specified below.

**(i) Disbursement Arrangements**

- **General Provisions** (Schedule 1). The table in Schedule 1 sets out the disbursement methods which may be used by the Recipient, information on registration of authorized signatures, processing of withdrawal applications (including minimum value of applications and processing of advances), instructions on supporting documentation, and frequency of reporting on the Designated Account.

**(ii) Electronic Delivery.** Section 11.01 (c) of the General Conditions.

The Association may permit the Recipient to electronically deliver applications (with supporting documents) through the Association's web-based portal (<https://clientconnection.worldbank.org>) "Client



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Connection". This option may be effected if the officials designated in writing by the Recipient who are authorized to sign and deliver Applications have registered as users of "Client Connection". The designated officials may deliver Applications electronically by completing the Form 2380, which is accessible through "Client Connection". By signing the Authorized Signatory Letter, the Recipient confirms that it is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Association by electronic means. The Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The Association reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Recipient. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, available in the Association's public website at <https://worldbank.org> and "Client Connection"; and (b) to cause such official to abide by those terms and conditions.

## II. Financial Reports and Audits.

(i) **Financial Reports.** The Recipient must prepare and furnish to the Association not later than forty-five (45) days after the end of each six (6) calendar months, interim unaudited financial reports ("IUFRR") for the Project covering the semester.


(ii) **Audits.** Each audit of the Financial Statements must cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period must be furnished to the Association not later than six (6) calendar months after the end of such period.

## III. Other Information.

For additional information on disbursement arrangements, please refer to the Loan Handbook available on the Bank's website (<http://www.worldbank.org/>) and "Client Connection". The Bank recommends that you register as a user of "Client Connection". From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Credit and Grant, and retrieve related policy, financial, and procurement information. For more information about the website and registration arrangements, or if you have any queries in relation to the above, please contact the Bank by email at [askloans@worldbank.org](mailto:askloans@worldbank.org).

Very truly yours,

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By 

Deborah L. Wetzel  
Director of Regional Integration  
Africa Region



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INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT



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Attachments

1. Form of Authorized Signatory Letter
2. Form of Interim Unaudited Financial Report

Cc with copies:

Schedule 2: Disbursement Provisions

Basic Information		Closing Date	
Country Recipient	Name of the Project	Disbursement Deadline Date	Section III.B.5. of Schedule 2 to the Loan Agreement.
6512-TG DS360	Togolese Republic Togolese Republic Second Africa Higher Education Centers of Excellence for Development Impact Project	Four months after the closing date.	
Disbursement Methods and Supporting Documentation			
Disbursement Methods Section 2 (**)	Methods	Supporting Documentation	
Direct Payment	No	Subsections 4.3 and 4.4 (**)	
Reimbursement	Yes	For requests for Reimbursement under Category 1 (DLI) of Section III.A of Schedule 2 of the Financing Agreement -- See Additional Instruction in section below	
Designated Account	No	Not Applicable	
Special Commitments	No	Not Applicable	
Designated Account (Sections 5 and 6)			
Type	Not Applicable	Ceiling	Not Applicable
Financial Institution - Name	Not Applicable	Currency	Not Applicable
Frequency of Reporting Subsection 6.3 (**)	Not Applicable	Amount	Not Applicable
Minimum Value of Applications (subsection 3.5)			
Not Applicable			
Authorized Signatures (Subsection 3.1 and 3.2) - The form for Authorized Signatures Letter is provided in Attachment 1 of this letter.			
Authorized Signatures (subsection 3.1).			
<p>A letter in the Form attached (Attachment 2) should be furnished to the World Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:</p> <p>The World Bank                      Attention: Coralie Gevers                      Country Director for Togo, Africa Region</p>			

Applications (subsections 3.2 - 3.5). All Withdrawal Applications and their supporting documentation will be electronically sent via the Association's system Client Connect.ca.

**Additional Instructions**

**For requests for Reimbursement: - Category 1 (DLI) of Section III.A of Schedule 2 of the Financing Agreement**

1. Please refer to the withdrawal Condition(s) in the Financing Agreement. Section III.B.
2. EEPs reimbursement will be channeled through Center's Dedicated Accounts.
3. Interim Financial Report (IFRs) in the form attached (Attachment 2) including the sheets (i) DLIs reconciliation Form, (ii) List of DLIs achieved and verified, (iii) Sources and Uses of Funds, (iv) Cash Forecast and (v) Bank Reconciliation.
4. For financing eligible expenditures under this category, The Borrower has furnished evidence satisfactory to the Bank that (i) Eligible expenditures have been spent and verified in accordance with provisions of Section I.A.12 and Section III.E of Schedule 2 of the Financing Agreement and that (ii) the relevant DLI(s) in the Annex of the Financing Agreement (Disbursement Linked Indicators and Results) have been achieved.

**Other**

Dedicated Accounts for each Center are the following:

- a. CERSA/University of Lome: Union Togolaise de Banque (UTB).....
- b. CERME/ University of Lome: Union Togolaise de Banque (UTB) .....
- c. ACE-DOUNEDON/ University of Lome: Union Togolaise de Banque (UTB) .....

\*\* Sections and subsections relate to the "Disbursement Guidelines for Investment Project Financing", dated February 2017.

[Letterhead]  
Ministry of Finance  
[Street address]  
[City] [Country]

[DATE]

International Development Association  
1318 H Street, N.W.  
Washington, D.C. 20433  
United States of America

**Re: Republic of Togo  
IDA Credit 65120-TG  
IDA Grant D5360**

**Second Africa Higher Education Centers of Excellence for Development Impact Project  
Additional Instructions: Disbursement and Financial Information Letter**

Attention: \_\_\_\_\_, Country Director

I refer to the [Grant] [Credit] Agreement (“Agreement”) between the International Development Association (the “Association”)[, acting as implementing of the ]<sup>1</sup> and [name of recipient] (the “Recipient”), dated \_\_\_\_\_, providing the above [Grant] [Credit]. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any <sup>2</sup>[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal [and applications for a special commitment] under this [Grant] [Credit].

For the purpose of delivering Applications to the Association, including by electronic means, <sup>3</sup>[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting <sup>4</sup>[individually] <sup>5</sup>[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

<sup>1</sup> Instruction to the Recipient: add text in line with the Grant Agreement if applicable; if not applicable delete it. *Please delete this footnote in final letter that is sent to the Associations*

<sup>2</sup> Instruction to the Recipient: stipulate if more than one person needs to sign Applications, and how many or which positions; and if any thresholds apply. *Please delete this footnote in final letter that is sent to the Association.*

<sup>3</sup> Instruction to the Recipient: stipulate if more than one person needs to *jointly* sign Applications, if so, please indicate the actual number. *Please delete this footnote in final letter that is sent to the Association.*

<sup>4</sup> Instruction to the Recipient: use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association.*

<sup>5</sup> Instruction to the Recipient: use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association.*

This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

{Name}, [position] Specimen Signature: \_\_\_\_\_

{Name}, [position] Specimen Signature: \_\_\_\_\_

{Name}, [position] Specimen Signature: \_\_\_\_\_

Yours truly,

/ signed /

\_\_\_\_\_

**[Attachment 2 – Form of Interim Unaudited Financial Report]**



**FOR INTERNAL DISTRIBUTION, ONLY**

**Prepared by:** Faly Diallo (WFACS)

**Cleared with and cc:**

**Edith Ruguru Mwenda (LEGAM)**  
**Ekua Bentil (.....)**

**Cc:** [REDACTED] (FMS)

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CREDIT NUMBER 65120-TG  
GRANT NUMBER D5360

# Financing Agreement

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

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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CREDIT NUMBER 65120-TG  
GRANT NUMBER D5360

### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TOGO ("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) 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (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 four million five hundred thousand Special Drawing Rights (SDR 4,500,000) ("Grant"); and
  - (b) the amount of eleven million Euros (EUR 11,000,000 ("Credit").
- 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 the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.07. The Payment Currency is Euro.

### ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall (a) carry out Parts 1 and 2 of the Project through the Higher Education Institutions; and (b) collaborate with the Association of African Universities (AAU) to carry out Part 3.1 of the Project, all in accordance with the provisions of Article V of the General Conditions and the Performance and Funding Agreements.

### ARTICLE IV — REMEDIES OF THE ASSOCIATION

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

### ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Performance and Funding Agreements have been executed in form and substance satisfactory to the Association on behalf of the Recipient and the Higher Education Institutions.
- 5.02. The Additional Legal Matter consists of the following, namely that the Performance and Funding Agreements have been duly authorized or ratified by the Recipient and the Higher Education Institutions and are legally binding upon the Recipient and the Higher Education Institutions in accordance with their terms.
- 5.03. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.04. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the minister responsible for finance.

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

(a) the Recipient's address is:

*Ministère de l'Economie et des Finances*  
Immeuble CASEF  
B.P.387  
Lomé  
Republic of Togo

(b) the Recipient's Electronic Address is:

Facsimile:  
(228) 22 21 09 05

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

(a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF TOGO

By



Authorized Representative

Name: Sani YAYA

Title: MINISTRY OF ECONOMY AND FINANCE

Date: JAN 3, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Deborah L. Wetzel  
Authorized Representative

Name: DEBORAH WETZEL

Title: DIRECTOR OF REGIONAL INTEGRATION

Date: JAN 9, 2020

## SCHEDULE 1

### Project Description

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

The Project consists of the following parts:

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

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

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

#### **Part 2: Fostering Regional Partnerships and Scholarships**

Expanding the regional impact of the ACEs, in particular:

1. Carrying out a program of activities to strengthen regional institutional partnerships between the Higher Education Institution and ACEs, including strengthening the capacity of selected emerging centers for undergraduate and post-graduate education programs.

**Part 3:           Enhancing National and Regional Level Project Facilitation, and  
Monitoring and Evaluation**

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



## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation:

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

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

##### B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare, in cooperation with the Higher Education Institutions and furnish to the Association, a program of activities proposed for inclusion in the Project during the following fiscal year, including: (a) a detailed timetable and budget for the sequencing and implementation of said activities; (b) the types of expenditures required for such activities; and (c) the planned procurement methods for the expenditures.
2. The Recipient shall exchange views with the Association on each such proposed Annual Work Program and shall thereafter cause the Higher Education Institutions and the ACEs to carry out such program of activities for such following fiscal year as shall have been agreed between the Recipient and the Association.
3. Only those activities, which are included in an Annual Work Program, shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program

might be amended from time to time to include new activities with the prior and written concurrence of the Association.

**C. Eligible Expenditure Programs and Technical Controls**

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

**D. Performance and Funding Agreements**

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 III.A.1 of this Schedule available to the Higher Education Institutions under a signed agreement between the Recipient and said Higher Education Institutions under terms and conditions satisfactory to the Association ("Performance and Funding Agreements").
2. The Recipient shall exercise its rights under the Performance and Funding Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Performance and Funding Agreements or any of their provisions.

**E. Counterpart Funding**

1. For the purpose of Section 5.03 of the General Conditions, the Recipient shall provide or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for the Project.

**F. External Controls**

1. The Recipient shall, by no later than three (3) months after the Effective Date, appoint external monitoring and evaluation experts ("Independent Verifiers"), to act as third-party verifiers of the proper fulfillment of DLIs as set forth in Schedule 4 to this Agreement.
2. The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal an assessment of the performance of ACEs and Higher Education

Institutions *vis-à-vis* the level of fulfillment of DLIs and DLRs set forth in Schedule 4 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.

**G. Project Implementation Plan**

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

**H. Environmental and Social Safeguards**

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

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

**I. Grievance Redress Mechanism**

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

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

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

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

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

Category	Amount of the Grant Allocated (expressed in SDR)	Amount of the Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
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(1) Eligible Expenditure Programs under Parts 1 and 2 of the Project for ACE Impact Centers and Higher Education Institutions	4,500,000	9,200,000	100% of amounts spent and reported under the EEP Spending Reports for each Withdrawal
(2) Unallocated		1,800,000	
<b>TOTAL AMOUNT</b>	<b>4,500,000</b>	<b>11,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement; or
  - (b) for any DLI or DLR until and unless the Association has received from RFU or the Independent Verifiers, the EEP Spending Reports confirming that the DLI and DLR have been achieved and containing a proposal for disbursement under each Withdrawal.
2. With respect to the withdrawals under Category (1), payments shall be made on a bi-annual basis each year during Project implementation upon timely submission by the Recipient of a withdrawal request acceptable to the Association, such withdrawal request shall include evidence in form and substance acceptable to the Association of: (a) EEPs incurred for the period preceding the withdrawal request as presented in the EEP Spending Reports; and (b) supporting documentation confirming that the African Centers of Excellence have complied with the respective DLIs and DLRs, as verified by RFU or the Independent Verifiers. To this end, the withdrawal request for the first year of the Project may be made on the basis of: (i) supporting documentation, acceptable to the Association, dated on or after January 1, 2019 confirming compliance with respective DLIs or DLRs, as verified by RFU or Independent Verifiers; and (ii) EEP Spending Reports incurred on or after the Signature Date.
3. Notwithstanding the provisions of paragraph 1 and 2 of this Section, if the Association is not satisfied that a particular DLI has been fully achieved, the Association may, at its discretion: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds allocated to said DLI, which in the opinion of the Association corresponds to the degree of achievement of such DLI; (b) authorize the unwithdrawn amount by which such disbursement has been reduced due to partial achievement of a DLI, be carried forward to subsequent Withdrawals; and/or (c) cancel all or portion of the proceeds of the Financing allocated to such DLI.
4. If, at any time, the Association determines that any portion of the Financing under the Project was used for items improperly procured in violation of Section III to this Schedule, was not used for Eligible Expenditures or, in case of the Eligible Expenditure Programs of Part 1 of the Project, was not supported by evidence of actual spending by the Recipient or West and Central African Higher Education Institutions under said Eligible Expenditure Programs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Regional

Operations Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient. The Association may, at its own discretion, cancel such refunded amount.

5. The Closing Date is June 30, 2024.

**Section IV. Other covenants**

**1. Specific Financial Management Covenant:**

- (a) The Recipient shall, within three (3) months of the Effectiveness Deadline:
  - (i) recruit or cause to be recruited in two ACEs a financial management specialist, with experience, qualifications and terms of reference, satisfactory to the Association, each for ACE: Power Management (CERME), and ACE: Sustainable Cities in Africa (ACE-DOUNEDON);
  - (ii) cause the University of Lomé to re-assign two accountants, with experience, qualifications and terms of reference, satisfactory to the Association, each for CERME and ACE-DOUNEDON;
  - (iii) cause the University of Lomé to extend ACE, Poultry Science's (CERSA) internal audit as well as its audit committee arrangements to CERME, and ACE-DOUNEDON; and
  - (iv) upgrade CERSA accounting software with a software acceptable to the Association and deploy said software at CERME and ACE-DOUNEDON for the management of the Project accounts.
- (b) The Recipient shall within six (6) months of the Effectiveness Deadline cause the relevant Higher Education Institutions to recruit an external auditor in accordance with the provisions of the Procurement Regulations.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15 commencing December 15, 2025 to and including June 15, 2057.	1.5625%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.



SCHEDULE 4

Disbursement Linked Indicators

	DLI Total Financing (EUR)	DLI Baseline	DLRs and Indicative timeline for DLR achievement					Verification Protocol	Formula
			Year 1	Year 2	Year 3	Year 4	Year 5		
DLI 1: Institutional readiness results	1 100 000	0	4	0	0	0	0	<p>Two results:</p> <p>(i) Basic readiness: This Financing Agreement is effective; The RFU has approved of the ACE Impact Center's Project Implementation Plan and the Procurement and financial management manuals; Official designation of the core team members (ACE Impact Center leader, Deputy ACE Impact Center leader, FM responsible, procurement responsible, M&amp;E responsible and sectoral liaison). Further, the ACE Impact Center has designated a non-staff student representative to the RFU, and</p> <p>(ii) Full readiness: Project Management certification for at least one leading team member; Functional center website (a link to the center's website); Student handbook on the website with policies for sexual harassment and scholarships; and sectoral advisory board constituted and its endorsement of the Project Implementation Plan;</p>	USD 300,000 (EUR 275 000) per milestone. Not scalable within each milestone.
Allocated amount:	1 100 000		1 100 000	0	0	0	0	0	

	DLI Total Financing (EUR)	DLI Baseline	DLRs and Indicative timeline for DLR achievement					Verification Protocol	Formula
			Year 1	Year 2	Year 3	Year 4	Year 5		
DLI 2: Development Impact of ACE Impact Center	552,000	0	0	4	8	12	0	Independent, external evaluation of the development impact of the ACE Impact Center conducted during Year 3 and end of Year 4. External evaluators assess and score development impact of the ACE Impact Center. In Year 3, score is based upon progress towards development impact. In Year 4, score is based upon development impact. The criteria for evaluation will include: (i) relevance and impact on society of graduates, including the share of graduates hired in the target sector and feedback from key employers; (ii) relevance and impact of research on society; (iii) progress on DLJs; (iv) SAB annual reports; and (v) interviews with ACE Impact Center graduates and sectoral stakeholders. The detailed scoring rubrics will be defined in the Project Regional Operations Manual.	Scalable based on the score of the center on the scale (1 to 5). USD 25,000 (EUR 23,000) per point in the score.
Allocated amount:	552,000		0	92,000	184,000	276,000	0		
DLI 3: Quantity of students with focus on gender and regionalization	2,603,000	0	24 PhD students 45 Master students 90 Short course professional students	28 PhD students 55 Master students 110 Short course professional students	28 PhD students 65 Master students 170 Short course professional students	28 PhD students 65 Master students 170 Short course professional students	28 PhD students 65 Master students 170 Short course professional students	Number of new eligible Doctorate and master students as well as short-course professional students, of which at least 30% combined must be regional students. For institutions receiving support to Colleges of Engineering and Emerging Centers, first degree students in ACE Impact Center courses are eligible as well. The Project Regional Operations Manual and the approved Project Implementation Plan will define what constitutes an eligible student for each ACE.	Scalable per student. The number of students by type is indicative in this table for planning purpose. Unless otherwise agreed in the Project Regional Operations Manual, the ACE Impact Center can achieve the DLI through any combination of the student types with the condition that 30 percent of students must be regional. For PhD students: USD 10,000 (EUR 9150) per male national student, USD 12,500 (EUR 11,500) per female national student, USD 12,500 (EUR 11,500) per male regional student, and USD 15,600 (EUR 14,300) per female regional student. Master Students: USD 2000 (EUR 1830) per national male student, USD 2500 (EUR 2300) per national female student, USD 4000 (EUR 3660) per regional male student and USD 5000 (EUR 4580) per regional female student.

	DLI Total Financing (EUR)	DLI Baseline	DLRs and Indicative timeline for DLR achievement					Verification Protocol	Formula
			Year 1	Year 2	Year 3	Year 4	Year 5		
Allocated amount:	2,603,000	0	422,000	504,000	559,000	559,000	559,000		For short-course professional and first-degree students: USD 400 (EUR 360) per national male student, USD 500 (EUR 460) per national female student, USD 800 (EUR 730) per regional male student, and USD 1000 (EUR 915) per female regional student. For Bachelor Students: USD 1000 (EUR 915) per national male students, USD 1500 (EUR 1370) per national female student.
DLI 4: Quality of Education and research through international accreditation, research publications and improved teaching and research infrastructure	4,945,000	0	0 accreditation steps 30 published research articles	5 accreditation steps 30 published research articles	2 accreditation steps 30 published research articles	2 accreditation steps 30 published research articles	2 accreditation steps 40 published research articles	There are three results: (i) International accreditation. Disbursement occurs when an accreditation or assessment step has been verified to have taken place through submission of accreditation/evaluation report and/or certification to the RFU; (ii) ACE- relevant research articles are published in internationally recognized peer reviewed journals. Verification is through internationally bibliometric databases. (iii) Completion of milestones for improved learning and research infrastructure specified in the approved Project Implementation Plan of each ACE Impact Center. This result will, in the majority of cases, be verified through onsite evaluation of the installation and operationalization of the civil works and equipment improvements.	For accreditation Not scalable per accreditation step. Amount per step: USD 300,000 (EUR 275 000) per program internationally accredited by a pre-approved accreditation agency; USD 100,000 (EUR 91 500) per program nationally/regionally accredited; USD 100,000 (EUR 91 500) per gap-assessment/self-evaluation undertaken; USD 50,000 (EUR 45 750) revamped courses meeting international standards and approved by the Sector Advisory Board.  For research publication: Scalable per article. Amounts: USD 10,000 (EUR 9150) per article co-authored by ACE Impact student/faculty; USD 15,000 (EUR 13 700) per article co-authored with regional partners.  For teaching and research infrastructure, the result is not scalable within each milestone. USD 300,000 (EUR 275 000) per milestone
	4,945,000		352,000	580,500	1,919,500	1,090,000	1,003,000		
<b>Total IDA Financing</b>	<b>9,200,000</b>		<b>1 874 000</b>	<b>1 176 500</b>	<b>2 662 500</b>	<b>1 925 000</b>	<b>1 562 000</b>		

	DLI Total Financing (SDR)	DLI Baseline	DLIs and Indicative timeline for DLR achievement					Verification Protocol	Formula
			Year 1	Year 2	Year 3	Year 4	Year 5		
DLI 5: Relevance of Education and Research through externally generated revenue, internships, and entrepreneurship	2,263,700	0	113,500 in revenue 70 Internships 0 Entrepreneur milestones	367,000 in revenue 85 Internships 0 Entrepreneur milestones	480,000 in revenue 85 Internships 3 Entrepreneur milestones	480,000 in revenue 85 Internships 0 Entrepreneur milestones	304,000 in revenue 85 Internships 0 Entrepreneur milestones	<p>Three results can be achieved:</p> <p>(i) Externally generated revenue, such as tuition and other student fees, research consultancies, fundraising and competitive grants earned by the ACE Impact Center. The funding must be in an account and under spending control of the ACE Impact Center leadership. This is expected to be verified through financial auditors.</p> <p>(ii) Number of students and faculty with at least 1-month period internship in relevant sector institutions. The verifier validates the list of students/faculty that have participated in at least 1-month period internships/outreach in relevant sector-relevant institutions, and</p> <p>(iii) Meeting the milestone for developing entrepreneurship, innovation, start-up companies, and commercialization support programs. Each approved ACE Impact Center Project Implementation Plan contains a milestone of results and activities to develop student and faculty entrepreneurship.</p>	<p>For external revenue, USD 1 for each USD 1 (SDR 1 for each SDR 1) generated from national non-company sources or international sources; USD 2 for each USD 1 (SDR 2 for each SDR 1) generated from regional sources or companies;</p> <p>For internship, USD 1000 (SDR 730) per period in country and USD 1,500 (SDR 1100) per period in region</p> <p>For entrepreneurship milestone USD 100,000 (SDR 73,300) for the milestone. Not scalable.</p>
DLI 6: Timeliness and quality of fiduciary management	605,000	0	3 Timely Fiduciary reporting 2 Functional	3 Timely Fiduciary reporting 3 Functional	3 Timely Fiduciary reporting 3 Functional	3 Timely Fiduciary reporting 3 Functional	3 Timely Fiduciary reporting 3 Functional	<p>Timely fiduciary reporting includes timely submissions of IFIs, financial audit and procurement audit for the center. Timeliness implies respect of the deadlines established in the Financing Agreement. The procurement audit for</p>	<p>Scalable within each result. For instance, disbursement can take place for the reports that were timely submitted even if other reports were submitted with a delay.</p>





## APPENDIX

### Definitions

1. "AAU" or "Association of African Universities" means a regional non-governmental organization established under the laws of the Republic of Ghana and operating pursuant to the AAU Legislation, with membership consisting of African universities whose purpose is to promote collaboration among African universities of higher learning.
2. "AAU Legislation" means the charter, by-laws and other relevant documents establishing and governing the AAU, including *inter alia* the AAU constitution of November 12, 1967, and the AAU by-laws adopted on April 18-19, 2017, both as amended.
3. "ACE Impact Center" means a selected center hosted within a university or Higher Education Institution.
4. "Africa Centers of Excellence" or "ACE" means the academic centers within the Higher Education Institutions in West and Central Africa, essentially in the areas of science, technology, engineering, and mathematics, as well as the agriculture and health sciences, applied statistics, education, or any other area as per the knowledge and education needs of the West and Central Africa region, as established in the Project Regional Operations Manual.
5. "Annual Work Program" means the annual work program to be prepared by the Recipient during each calendar year, including a program of activities and budget proposed for inclusion in the Project during the following fiscal year.
6. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016"
7. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
8. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
9. "Disbursement-Linked Indicators" or "DLIs" means a set of indicators as specified in Schedule 4 to this Agreement.

10. "Disbursement-Linked Results" or "DLRs" means a set of quantitative results associated with each DLI as specified in Schedule 4 to this Agreement.
11. "EEP" or "Eligible Expenditure Programs" means a set of defined expenditures for goods, works, consulting and non-consulting services, Training and Operating Costs (including salaries and scholarships) made by the Recipient for the Higher Education Institutions under Parts 1 and 2 of the Project.
12. "EEP Spending Reports" means the bi-annual reports prepared by the Recipient or the Independent Verifiers in accordance with the details provided in the Project Regional Operations Manual to make disbursement recommendations for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Parts 1 and 2 of the Project and the compliance with the Disbursement-Linked Indicators.
13. "Environmental and Social Management Framework" or "ESMF" means the framework dated June 2019 satisfactory to the Association, and disclosed on the Association's website on August 4, 2019 and by the Recipient on August 1, 2018, said framework setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities including impacts, and risks of gender-based violence and sexual exploitation and abuse and the measures to be taken to offset, reduce or mitigate such adverse impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
14. "Environmental and Social Management Plan" or "ESMP" means each plan, approved by the Association for Parts 1 and 2 of the Project, to be prepared by the respective ACE's and Higher Education Institutions and adopted by the Recipient, as required by the ESMF, setting out details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, and including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the Association.
15. "Fiscal Year" means the fiscal year of the Recipient commencing on January 1 and ending on December 31 of each year.
16. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.



17. "Higher Education Institution" means the University of Lomé located in the Recipient's territory and established pursuant to the Recipient's Decree No. 70-156/PR dated September 14, 1970.
18. "Independent Verifiers" means the independent verifiers referred to in Section I.F of Schedule 2 to this Agreement, recruited by the Recipient to verify the reported results and prepare the EEP Spending Reports.
19. "National Steering Committee" means the committee referred to in Section I.A of Schedule 2 to this Agreement and established by the Recipient for the purpose of guiding the implementation Project.
20. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel, accommodation and per diem costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (viii) salaries of Higher Education Institutions' faculty and staff.
21. "Performance and Funding Agreements" means the subsidiary grant agreements to be signed between the Recipient and the Higher Education Institutions pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Higher Education Institutions for the implementation of the Project.
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 2016, revised November 2017 and August 2018.
23. "Project Implementation Plan" means the implementation plan for the Project to be adopted by the Higher Education Institutions through ACEs for the implementation of the Project, including, *inter alia*: (i) the education and research activities of the ACE; (ii) a budget and a time line for implementation; (iii) the terms of reference, functions and responsibilities for the members of the Project Implementation Teams and the personnel of the Higher Education Institutions working on the Project; (iv) the procurement and financial management procedures under the Project; (v) the results to be achieved and the indicators to be used in the monitoring and evaluation of the Project; (vi) the criteria, detailed rules and procedures for the EEPs; (vii) the detailed content of the EEP Spending Report, the customized statements of expenditures, the interim financial reports, and the Project Reports; (viii) the flow of funds and disbursement arrangements; and (ix) the Disbursement-Linked Indicators; as said plan may be amended from time to time with the Association's prior approval.

24. "Project Implementation Teams" means the teams within the administrative structure of the Higher Education Institutions led by the Africa Centers of Excellence.
25. "Project Regional Operations Manual" means the manual dated April 9, 2019, adopted by the RFU and communicated to the Recipient for the implementation of regional initiatives under Part 3 of the Project, including, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or the personnel of the Project Steering Committee and RFU; (ii) the procedures for procurement of goods, non-consulting services, consultants' services, Operating Costs, and training, financial management and audits; (iii) the indicators for monitoring and evaluation of the regional initiatives under Part 3 of the Project; (iv) the terms of reference for the Independent Verifiers; (v) the detailed content of the EEP Spending Reports; (vi) the DLIs and DLRs; and (vii) the grievance mechanisms, as said manual may be amended from time to time with the Association's prior and written approval.
26. "Project Steering Committee" means the steering committee for the Project, established by the Participating Countries to provide overall guidance and oversight for regional level initiatives, and operating in cooperation with the RFU.
27. "RFU" means the regional facilitation unit for the corresponding regional level activities, and for the purpose of this Project, the Association of African Universities acting in that capacity.
28. "Safeguards Instruments" means collectively, the ESMF, and any ESMP, and "Safeguards Instrument" means any of such Safeguards Instruments.
29. "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.
30. "Training" means the reasonable cost of training of persons involved in Project-supported activities, based on the Annual Work Program approved by the Association, such term including scholarships, seminars, workshops, and study tours, and costs associated with such activity including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation, acquisition and reproduction of training materials, and other costs directly related to training preparation and implementation.
31. "Withdrawal" means each withdrawal under Category (1) of the table in Section III.A of Schedule 2 to this Agreement.