

CONFORMED COPY

CREDIT NUMBER 4328-VN

Financing Agreement

(Second Higher Education Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated November 22, 2007



FINANCING AGREEMENT

AGREEMENT dated November 22, 2007, entered into between SOCIALIST REPUBLIC OF VIETNAM (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01 The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to thirty-nine million Special Drawing Rights (SDR 39,000,000) (variously, “Credit” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02 The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03 The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts I, II.A and III of the Project through its Ministry of

Education and Training, and Part II.B of the Project through selected higher education institutions, 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 — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled;
 - (b) (i) the PMU has been established and its key staff appointed in accordance with the provisions of paragraph A.1, Section I of Schedule 2 to this Agreement; (ii) said PMU has adopted a Project Operations Manual acceptable to the Association, in accordance with the provisions of paragraph A.4, Section I of Schedule 2 to this Agreement; and (iii) said PMU has established a computerized accounting system satisfactory to the Association in accordance with the provisions of the Financial Management Manual referred to in paragraph A.4(b)(ii), Section I of Schedule 2 to this Agreement; and
 - (c) MOET has: (i) issued an investment decision approving at least twelve (12) TRIG Sub-project proposals; and (ii) signed TRIG Agreements with at least six (6) Participating HEIs whose TRIG Sub-project proposals have been approved.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Governor, or a Deputy Governor, of State Bank of Vietnam.
- 5.02. The Recipient's Address is:

State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Cable address:	Telex:	Facsimile:
VIETBANK Hanoi	412248 NHTWVT	(84-4) 825 0612

5.03. The Association's Address is:

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

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423(MCI) or 64145(MCI)	(1-202) 477-6391

AGREED at Hanoi, Socialist Republic of Vietnam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By: /s/ Mr. Nguyen Van Giau

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Mr. Ajay Chhibber

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase the quality of teaching and research in universities in Vietnam so as to improve the employability of graduates and the relevance of research.

The Project consists of the following parts:

PART I: Capacity Building for Policy Development

Carry out a program to build the capacity of the Ministry of Education and Training to develop policies designed to establish sound fundamentals for the higher education sector, consisting of:

- A. in the area of governance: (i) developing policy options and recommendations on the organization and governance of the higher education system, on regulatory frameworks for the integration of advanced research and teaching, and for the promotion of private sector investment in the sector; and (ii) developing and testing a higher education policy and monitoring information system to monitor performance of the sector;
- B. in the area of financing: developing policy options and recommendations on: (i) the allocation of public resources to public and non-public higher education institutions; and (ii) student tuition fees and financial assistance for disadvantaged students; and
- C. in the area of quality assurance: developing policy options and recommendations on: (i) accreditation standards and the establishment of an independent accreditation agency; and (ii) the admissions system of higher education institutions.

PART II: Capacity Building for University Teaching and Research

Carry out a program to strengthen teaching and research at selected higher education institutions, consisting of:

- A. strengthening the management capacity of said institutions, including development of leadership and management skills and support for institutional quality assurance plans; and
- B. providing Teaching and Research Innovation Grants.

PART III: Project Management; Monitoring and Evaluation

- A. Strengthen the institutional capacity of MOET to plan, manage and coordinate Project implementation, including auditing of Project accounts.
- B. Design and carry out a program of Project monitoring and evaluation.
- C. Prepare and design a potential follow-on operation to support the implementation of Vietnam's Higher Education Reform Agenda.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. (a) The Recipient, through MOET, shall establish and, thereafter throughout the period of Project implementation, maintain a Project Management Unit under the overall responsibility of the vice-minister for Higher Education to be responsible for the management, coordination, supervision and reporting on all Project activities, including supervision of the implementation of the TRIG sub-projects at Participating HEIs and provision of support to the TMUs of Participating HEIs.

(b) The PMU shall be provided with sufficient resources, under the direction of experienced managers, and staffed with competent personnel in adequate numbers, including: a Project director; a coordinator for each of the policy areas of governance, financing and quality assurance under Part I of the Project, drawn from among senior staff members of, respectively, the Department of Higher Education, the Department of Planning and Finance and the General Department of Education Testing and Accreditation; a coordinator for each of the areas of Project administration, financial management, procurement, and monitoring and evaluation, a TRIG manager, an internal auditor, an accountant and a cashier; all with terms of reference, qualifications and experience acceptable to the Association.

(c) Within the PMU, the Project Director together with the coordinators on governance, financing and quality assurance and the TRIG manager shall constitute the senior management group with special responsibility for ensuring the integration and coordination of policy development and Project activities.
2. By no later than November 30, 2007, the Recipient shall establish and, thereafter throughout the period of Project implementation, maintain an inter-ministerial Project Advisory Committee to provide guidance in Project implementation taking into consideration the views of various line ministries and agencies; said Committee shall be under the chairmanship of MOET and include representation from the Ministries of Science and Technology, of Labor, Invalids and Social Affairs, of Agriculture and Rural Development, of Finance, of Planning and Investment, State Bank of Vietnam, Office of Government. To mobilize support for the Project from the private sector and the academic community, the Project Advisory Committee shall also invite the participation of representatives of key industries and academia.
3. (a) To assist the PMU in handling, under the supervision of its procurement coordinator, procurement activities under Parts I, II.A and III, and the tasks of overseeing and coordinating the procurement activities of the Participating HEIs under their respective TRIG sub-projects, the Recipient, through MOET, shall engage, by no later than November 30, 2007 and in accordance with the provisions of Section III of this Schedule, at least two (2) procurement consultants with qualifications, experience and terms of reference acceptable to the Association.

(b) To assist the PMU in handling, under the supervision of its financial management coordinator, the tasks of budgeting, managing Project fund flows, accounting, reporting and internal control, the Recipient, through MOET, shall engage, by no later than January 31, 2008, and in accordance with the provisions of Section III of this Schedule, a financial management firm with qualifications, experience and terms of reference acceptable to the Association.

4. (a) To guide the implementation of the Project, the Recipient, through MOET: (i) shall prepare and put into effect a Project Operations Manual acceptable to the Association; and (ii) shall not, and shall not permit to, amend, revise, abrogate or waive said Manual or any part thereof without the prior concurrence of the Association.

(b) Said Project Operations Manual shall include: (i) a Procurement Manual consistent with the provisions of Section III of this Schedule 2; (ii) a Financial Management Manual setting forth detailed guidelines, procedures and requirements consistent with the provisions of Section II of this Schedule 2 for disbursement of funds, internal control arrangements, record keeping, reporting and auditing of Project records and accounts; (iii) a TRIG Manual setting forth: eligibility criteria for Participating HEIs together with the list of said Participating HEIs (as such list may be amended from time to time with the prior concurrence of the Association); selection criteria, and guidelines and procedures for the preparation, submission, review and approval of TRIG sub-project proposals; guidelines, procedures and requirements regarding procurement, financial management, eligibility of expenditures and disbursement under the TRIGs, consistent with the provisions of Sections II and III of this Schedule 2 and with the provisions of the Financial Management Manual; guidelines and procedures for monitoring and evaluation of the implementation of the TRIG sub-projects and their impact; and (iv) a Project implementation plan.

5. By no later than March 31, 2008, the Recipient, through MOET, shall engage an independent monitoring and evaluation firm with qualifications, experience and under terms of reference acceptable to the Association.
6. By no later than November 30 of each year, commencing in 2007, the Recipient, through MOET, shall provide to the Association, for its review and comment, an annual work plan for the next succeeding calendar year, including the financing plan and budget therefor; and thereafter, shall implement such plan as shall have been agreed with the Association, in a manner acceptable to the Association.

B. TRIG Sub-projects.

1. The Recipient, through MOET, shall review, select and approve TRIG Sub-projects proposed by Participating HEIs in accordance with the provisions of the TRIG Manual referred to in paragraph A.4 of this Section I.
2. The Recipient, through MOET, shall disburse the proceeds of a TRIG to a Participating HEI for an eligible TRIG Sub-project only upon:

(a) said Participating HEI having signed a TRIG Agreement with the PMU, in form and substance acceptable to the Recipient and to the Association, no later than December 31, 2008;

(b) said Participating HEI having: (i) established its TRIG Management Unit; said Unit to be provided with adequate resources, under the direction of qualified managers, and staffed with competent personnel in sufficient numbers, including at least one (1) accountant and one (1) cashier, and procurement staff, in all cases with qualifications, experience and terms of reference acceptable to MOET and to the Association; and (ii) set up a computerized accounting system, acceptable to MOET and to the Association, and consistent with the financial management requirements of the TRIG Manual, the provisions of the Financial Management Manual and the provisions of Section II of this Schedule 2; and

(c) said Participating HEI having undertaken, pursuant to its TRIG Agreement with MOET, to: (i) carry out its TRIG Sub-project with due diligence and efficiency and in accordance with sound technical and educational, financial, managerial and environmental standards and practices satisfactory to the Recipient and to the Association; (ii) provide, promptly as needed, the funds, facilities and other resources required to perform its obligations under said TRIG Agreement; (iii) procure the goods, works and services to be financed out of its TRIG in accordance with the provisions of the TRIG Manual; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Recipient and to the Association, the progress of its TRIG Sub-project and the achievement of its objectives; (v) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and to the Association and consistent with the TRIG Manual, in a manner adequate to reflect the operations, resources and expenditures related to its TRIG Sub-project; and, at the request of the Recipient or the Association, promptly have such financial statements audited by independent auditors acceptable to the Recipient and the Association, in accordance with consistently applied auditing standards acceptable to the Recipient and the Association, and furnish the statements as so audited to the Recipient and the Association; (vi) enable the Recipient and the Association to inspect the TRIG Sub-project, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and to the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

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

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 agreed with the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report, provided that the last Project Report in any calendar year, shall cover the entire year.

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, and cause to be maintained, a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association, consolidating therein the quarterly unaudited interim financial reports submitted by the HEIs which are recipients of TRIGs.
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. 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 and Works.** All goods and works 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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works.

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

<u>Procurement Method</u>
(a) National Competitive Bidding, subject to the additional provisions set forth in the Attachment to this Schedule 2
(b) Limited International Bidding
(c) Shopping
(d) Direct Contracting
(e) Procurement from United Nations Agencies

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 table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<u>Procurement Method</u>
(a) Quality-based Selection
(b) Least Cost Selection
(c) Selection based on Consultants' Qualifications
(d) Single Source Selection
(e) Selection of Individual Consultants

D. Review by the Association of Procurement Decisions.

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) the first contract for goods procured on the basis of International Competitive Bidding by the PMU and by each TMU, regardless of the cost; (b) all contracts for goods estimated to cost the equivalent of \$300,000 or more; (c) the first contract for works procured on the basis of National Competitive Bidding by each TMU, regardless of the cost; (d) the first contract for consultants' services provided by a firm procured by the PMU and by each TMU, regardless of the cost; (e) all contracts for consultants' services provided by a firm estimated to cost the equivalent of \$200,000 or more; and (e) all contracts for consultants' services provided by individuals estimated to cost the equivalent of \$50,000 or more. 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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<u>Category</u>	<u>Amount of the Financing Allocated (expressed in SDR)</u>	<u>Percentage of Expenditures to be Financed (inclusive of Taxes)</u>
(1) Eligible Expenditures for: <ul style="list-style-type: none"> (a) goods under Parts I, II.A and III of the Project; (b) Consultants’ services, training and workshops, including study tours under Part III of the Project; (c) study tours under Parts I and II.A of the Project; and (d) Incremental Operating Costs under Parts I, II.A and III of the Project 	3,550,000	100%
(2) TRIGs under Part II.B of the Project: <ul style="list-style-type: none"> (a) for Group I HEIs (b) for Group II HEIs 	32,500,000	100% of the amount of TRIG disbursed
TOTAL AMOUNT	<u>39,000,000</u>	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$80,000 equivalent may be made for payments made prior to the date hereof but on or after March 23, 2007 for Eligible Expenditures under Category (1).
2. The Closing Date is June 30, 2012.

ATTACHMENT to SCHEDULE 2**National Competitive Bidding Procedures**

The procedure to be followed for National Competitive Bidding shall be those set forth in Article 18 on *Open Bidding of the Law on Procurement 61/2005/QH11* dated November 29, 2005 and *Decree 111/2006/ND-CP, Guiding Implementation of Law on Procurement and Selection of Contractor Bidder in Accordance with Law on Construction* dated September 29, 2006 (collectively, “National Procurement Laws”) with due consideration to economy, efficiency and transparency as set forth in, and broad consistency with, Section I of the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Association in May 2004 (the “Guidelines”) and required by paragraphs 3.3 and 3.4 of the Guidelines. Whenever any procedure in the National Procurement Laws is inconsistent with the requirements of said paragraphs 3.3 and 3.4 of the Guidelines, the latter shall prevail, including the following:

Eligibility

(i) The eligibility of bidders shall be as defined under Section I of the Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders in bid evaluation, nor shall foreign bidders be asked or required to form joint ventures with national bidders in order to submit a bid. Bidders located in the same province or city as the procuring entity shall not be given preference over bidders located outside that city or province.

(ii) In addition to the foregoing requirements, equitized Government-owned enterprises in which the Recipient or procuring entity holds less than fifty percent of the shares are eligible to participate provided that the governing Board and management team are autonomous from the procuring entity. Military or security units or enterprises established under, reporting directly or indirectly to, or owned wholly or partly by, the Ministry of Defense or the Ministry of Public Security shall not be permitted to bid.

Registration

(iii) Registration shall not be used to assess bidders’ qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid and, if determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of registering, without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.

Advertising; Time for Bid Preparation

(iv) Invitations to bid shall be advertised in at least one widely circulated national newspaper, allowing a minimum of thirty (30) days, from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids, and potential bidders shall be allowed to purchase bidding documents up to any time prior to the deadline for the submission of bids. In addition, the Recipient is encouraged to advertise in the Government Public Procurement Bulletin and on a free and open access website.

Standard Bidding Documents

- (v) Standard Bidding Documents, acceptable to the Association, shall be used.

Qualification Criteria

- (vi) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a pass or fail basis and merits points shall not be used. Such assessment shall only take into account the bidder's capacity and resources to perform the contract, specifically its experience and past performance on similar contracts, capabilities with respect to personnel, equipment and construction and manufacturing facilities, and financial capacity.

Bid Submission, Bid Opening and Bid Evaluation

- (vii) Bidders may submit bids, at their option, either in person or by courier service or by mail. Bids shall be opened in public, immediately after the deadline for submission of bids. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened.

- (a) Bidding documents shall be sold to anyone who is willing to pay the required fee of the bidding documents which shall not exceed the costs of printing, reproduction and delivery, and no other conditions shall be imposed on the sale of the bidding documents.

- (b) Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price; merit points shall not be used in bid evaluation.

- (c) A contract shall be awarded to the technically responsive bid that offers the lowest evaluated price and no negotiations shall be permitted. A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

- (d) A bidder shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.

- (e) No bidder shall be rejected on the basis of a comparison with the employer's estimate and budget ceiling without the Association's prior concurrence.

- (f) A copy of the minutes of the public bid opening shall be promptly provided to all bidders who submitted bids, and to the Association with respect to contracts subject to prior review.

Rejection of All Bids and Re-bidding

- (viii) All bids shall not be rejected or new bids solicited without the Association's prior written concurrence.

Complaints by Bidders and Handling of Complaints

- (ix) The Recipient shall implement an effective and independent protest mechanism allowing bidders to protest and to have their protests handled in a timely manner.

Fraud and Corruption

- (x) The Association shall declare a firm or individual ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the Association, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract financed by the Association.

Right to Inspect/Audit

- (xi) Each bidding document and contract financed from the proceeds of a Credit shall include a provision requiring bidders, suppliers, contractors to permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract and to have said accounts and records audited by auditors appointed by the Association.

License

- (xii) Foreign contractors shall be given a reasonable opportunity to apply for and obtain license, which shall not be arbitrarily withheld.

Publication of the Award of Contract

- (xiii) The Recipient shall publish the following information on contract award in the Government Public Procurement Bulletin or on a free and open access website or on another means of publication acceptable to the Association: (a) name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) name and evaluated price of each bid that was evaluated; (d) name of bidders whose bids were rejected and the reasons for their rejection; and (e) name of the winning bidder, price it offered as well as the duration and summary scope of the contract awarded. This publication shall be updated regularly.

SCHEDULE 3**Repayment Schedule**

<u>Date Payment Due</u>	Principal Amount of the Credit repayable <u>(expressed as a percentage)*</u>
On each April 15 and October 15:	
commencing October 15, 2017 to and including April 15, 2027	1%
commencing October 15, 2027 to and including April 15, 2047	2%

The percentages represent the percentages 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. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
2. “Co-financing Agreement” means the PHRD Grant Agreement for the financing of part of Parts I and II.A of the Project, to be entered into between the Recipient and the Association acting as administrator of grant funds provided by Japan under the Policy and Human Resources Development Fund.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
4. “DHE” means the Department of Higher Education within MOET, and any successor thereto.
5. “DPF” means the Department of Planning and Finance within MOET, and any successor thereto.
6. “Financial Management Manual” means the manual referred to in paragraph A.4 (b)(ii), Section I of Schedule 2 to this Agreement.
7. “GDETA” means the General Department of Education Testing and Accreditation within MOET, and any successor thereto.
8. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
9. “HEI” means a higher education institution.
10. “HERA” and “Higher Education Reform Agenda” means the Recipient’s strategy for the development of higher education and research set forth in Government Decree No. 14/2005/NQ-CP, dated November 2, 2005.
11. “Incremental Operating Costs” means the reasonable costs of incremental expenditures incurred by the Recipient in implementing the Project or, as the case may be, by the Participating HEIs in implementing their respective TRIG Sub-projects, which expenditures would not have been incurred absent the Project, namely travel and per diem expenses for supervision purposes, the costs of communication, office consumables and utilities, printing and translation, and bank charges, but excluding salaries and salary supplements of civil servants.
12. “MOET” means the Recipient’s Ministry of Education and Training, and any successor thereto.
13. “Project Operations Manual” means the manual prepared and adopted by MOET, and referred to in paragraph A.4, Section I of Schedule 2 to this Agreement.

14. “Participating HEIs” means, collectively, all the Group I and Group II higher education institutions listed in the TRIG Manual and selected by the Recipient as potential beneficiaries of TRIGs, as said list may be amended from time to time with the prior concurrence of the Association; and a “Participating HEI” means any of said Institutions.
15. “PMU” means the Project Management Unit referred to paragraph A.1, Section I of Schedule 2 to this Agreement.
16. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
17. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 11, 2007 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
18. “TMU” means a TRIG Management Unit to be established and maintained by each Participating HEI to manage its respective TRIG Sub-project, and referred to in paragraph B.2(b)(i), Section I of Schedule 2 to this Agreement.
19. “TRIG” and “Teaching and Research Innovation Grant” mean a grant made available under Part II.B of the Project pursuant to the provisions of paragraph B.2, Section I of Schedule 2 to this Agreement.
20. “TRIG Agreement” means an agreement to be entered into between MOET and a Participating HEI in respect of the implementation of an approved TRIG Sub-project, and referred to in paragraph B.2, Section I of Schedule 2 to this Agreement.
21. “TRIG Manual” means the manual referred to in paragraph A.4(b)(iii), Section I of Schedule 2 to this Agreement.
22. “TRIG Sub-project” means a program of eligible activities proposed by a Participating HEI and approved by MOET for financing with a Teaching and Research Innovation Grant