
LOAN NUMBER 9627-MA

Loan Agreement

(Accelerating the Transformation of Higher Education and Scientific Research Operation)

between

KINGDOM OF MOROCCO

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between KINGDOM OF MOROCCO (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank 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 — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of two hundred eighty-one million four hundred thousand Euro, (EUR281,400,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing:
 - (a) the program described in Part I of Schedule 1 to this Agreement (“Program”); and
 - (b) the project described in Part II of Schedule 1 to this Agreement (“Project”)

(the Program and the Project hereinafter jointly referred to as the “Operation”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

- 3.01. The Borrower declares its commitment to the objectives of the Operation. To this end, the Borrower, through the Ministry of Higher Education, Scientific Research and Innovation (“MESRSI”) shall ensure that the Operation is carried out in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

- 4.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is the Minister in charge of finances.
- 5.02. For purposes of Section 10.01 of the General Conditions:

- (a) the Borrower's address is:

Ministère de l'Economie et des Finances
Quartier Administratif
Avenue Mohammed V
Rabat
Kingdom of Morocco; and

- (b) the Borrower's Electronic Address is:

Cable address:	Facsimile:
MINFIN	+212-537-67-75-30/31
	+212-537-76-40-81

- 5.03. For purposes of Section 10.01 of the General Conditions:

- (a) the Bank's address is:

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

- (b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

KINGDOM OF MOROCCO

By

Fouzi Lekjaa

Authorized Representative

Name: Fouzi Lekjaa

Title: Minister

Date: 25-Mar-2024

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Jesko S. Hentschel

Authorized Representative

Name: Jesko S. Hentschel

Title: Country Director

Date: 14-Mar-2024

SCHEDULE 1

Program Description

The objectives of the Operation are to improve labor market relevance of priority programs at public universities and strengthen the governance of higher education and scientific research.

The Operation consists of the following activities:

I. The Program

The Program consists of the following activities:

Result Area 1. Improving Labor Market Relevance of University Programs

Carrying out a program of activities aimed at improving labor market relevance of public university programs by:

- (a) **enhancing orientation and re-orientation and employment tracking**, through: (i) the development of an integrated platform for orientation (for secondary school bachelier pupils), re-orientation (for higher education students) and pre-enrolment for open and regulated access university programs with relevant and timely information on academic programs offerings and job/career prospects; and (ii) establishing a mechanism for tracking graduate employment by academic discipline;
- (b) **strengthening students' transferable skills to increase adaptability and employability**, through the integration of language and power skills modules (entrepreneurship, digital, and soft skills); and
- (c) **improving university academic programs by updating and expanding existing, and creating new academic programs, to respond to current and future job market needs** in, *inter alia*, education, health, digital and the green and blue economy, with a focus on co-creation of new programs with industry.

Result Area 2. Promoting Research Based on International Standards and National Priorities

Carrying out a program of activities aimed at promoting efficiency of scientific research, its commercialization and technology transfer by:

- (a) **launching and implementing the new generation PhD program**, through a reform of the doctoral cycle by (i) developing and adopting new academic and scientific standards for the new generation PhD program; (ii) enrolling the top PhD candidates in priority academic and research disciplines; (iii) training the new generation of academics and researchers to strengthen pedagogical and scientific university capacities and address socio-economic needs; and (iv) evaluating the implementation and outcomes of the new generation PhD program via a report upon graduation of the first cohort; and
- (b) **promoting a critical mass of researchers and research commercialization in areas of national priority grouped into thematic research institutes-networks** based on

international standards, as well as partnerships with industry and international research centers, by: (i) mapping and organizing research groups as members into Thematic Research Institutes-Networks based on specific research quality criteria; (ii) promoting the generation of external financing of Thematic Research Institutes-Networks; (iii) boosting collaboration in international research projects of Thematic Research Institutes-Networks; and (iv) conducting an evaluation of Thematic Research Institutes-Networks to inform their further development.

Result Area 3. Improving Governance at Central and University Level

Strengthening the efficiency of higher education and scientific research by enhancing governance at different levels, including through:

- (a) **the development and implementation of a more effective and equitable targeting mechanism for undergraduate needs-based student scholarship program**, and the carrying out of an evaluation of the implementation and outcomes of this new targeting mechanism;
- (b) **implementing multi-year MESRSI-public university development contracts indexed to key performance indicators** by: (i) adopting university development plans in line with the objectives of the PACTE-ESRI and approving them by their respective university council; (ii) signing university development contracts with MESRSI; (iii) evaluating mid-term the implementation of the signed university development contracts; and (iv) promoting the annual achievement of a set of pre-defined key performance indicators set forth in the university development contracts by public universities; and
- (c) **strengthening public university fiduciary autonomy and accountability** by moving towards implementation of ex post financial control by public universities, through: (i) developing and adopting a standardized comprehensive procedures' manual for administrative, financial and procurement management; (ii) establishing and operationalizing an internal audit unit and committee; (iii) generating external (non-governmental) financial resources; and (iv) fulfilling at least 4 of the eligibility criteria for ex post financial control.

II. The Project

The provision of technical assistance and carrying out of capacity building activities to support MESRSI and relevant agencies/entities under the MESRSI's tutelage, including ONOUSC and the public universities in: (a) the implementation, monitoring and evaluation of the Program; and (b) the design, piloting, scaling-up and evaluation of relevant key reforms of the PACTE-ESRI as further described in the Operations Manual ("OM").

SCHEDULE 2

Operation Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall carry out the Operation through the MESRI, as further set forth in the OM; and to this end, shall, through the MESRI:
 - (a) no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank, formally appoint and thereafter maintain, throughout the implementation of the Operation, a Program Management Team (“PMT”), responsible for the overall coordination, monitoring and evaluation of the Operation (including the preparation of the Program Reports, Project Reports and consolidated financial statements), and the day-to-day implementation of the Project activities; said PMT with composition and terms of reference acceptable to the Bank, all as set forth in the OM;
 - (b) no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank, establish and thereafter maintain during the period of implementation of the Operation, a steering committee (“Steering Committee”), to be responsible for overall oversight of the Operation, with composition (including representatives from the relevant MESRSI directorates, the MEF, ONOUSC and one or more representative from the public universities) and terms of reference acceptable to the Bank, all as set forth in the OM;
 - (c) ensure the coordination with other relevant MESRSI directorates and other relevant Borrower’s ministries (including MEF), agencies and institutions, including ONOUSC and the public universities participating in the technical implementation of the Operation, all under terms and conditions as set forth in the OM; and
 - (d) to facilitate the implementation of the Program activities under the technical responsibility of the ONOUSC and the public universities, the Borrower, through the MESRSI, shall ensure that adequate implementation arrangements are in place to ensure that ONOUSC and the public universities comply with the pertinent provisions of the OM (including the pertinent actions under the Program Action Plan and the Anti-corruption Guidelines), as said implementation arrangements are further set forth in the OM.

B. Additional Program Implementation Arrangements

Operations Manual

1. The Borrower shall: (a) through the PMT, no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank, adopt a manual under terms and conditions acceptable to the Bank (“Operations Manual” or “OM”); and (b) immediately thereafter, carry out the Operation in accordance with the OM. The Borrower shall not amend or waive

any provision of the OM without the Bank's prior written consent. In case of any conflict between the terms of the OM and those of this Agreement, the terms of this Agreement shall prevail.

Program Action Plan

2. The Borrower shall carry out the Program Action Plan, or cause the Program Action Plan to be carried out, in accordance with the schedule set out in said Program Action Plan and in a manner acceptable to the Bank.

Verification Protocol

3. The Borrower shall carry out verification missions for the verification of achievement of DLRs which are set forth in the table in Section IV.A.2 of this Schedule in accordance with the Verification Protocol and furnish to the Bank not later than sixty (60) days after the verification of compliance of said DLRs, a report on the results of said verification of compliance process of such scope and in such detail as the Bank shall reasonably request.

C. Environmental and Social Standards for the Project.

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions,

if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- 5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

Section II. Excluded Activities

The Borrower shall ensure that the Program excludes any activities which:

- A. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost \$75,000,000 equivalent or more per contract; (2) goods, estimated to cost \$50,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost \$50,000,000 equivalent or more per contract; or (4) consulting services, estimated to cost \$20,000,000 equivalent or more per contract.

Section III. Operation Monitoring, Reporting and Evaluation

- 1. The Borrower shall furnish to the Bank each Program Report and Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
- 2. Without limitation upon the provisions of Section 5.13 of the Program General Conditions, the Borrower shall prepare or cause to be prepared periodic ACG Reports, in form and substance satisfactory to the Bank. The Borrower shall furnish, or cause to be furnished, each ACG Report to the Bank together with the Program Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section IV. Withdrawal of Loan Proceeds

A. General

- 1. Without limitation upon the provisions of Article II of the Program General Conditions, and Article II of the Project General Conditions, and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Financing to : (a) with respect to the Program, finance Program Expenditures on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Borrower, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”) in the amounts allocated against Categories (1) through (8); (b) with respect to the Project,

finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against Category (9); and (c)(i) pay the Front-end Fee and (ii) pay each Interest Rate Cap or Interest Rate Collar premium); all in accordance with the following table:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Loan Allocated (expressed in EUR)	Percentage of Eligible Expenditures to be Finance under the Project (inclusive of Taxes)
(1) DLI #1: Enhancing student orientation and graduate employment tracking	<p>DLR#1.1: orientation, re-orientation and graduate employment tracking strategy adopted.</p> <p>DLR#1.2: online platform for (re-) orientation and university pre-enrollment is operational for:</p> <p>(i) regulated access programs;</p> <p>(ii) open access programs.</p> <p>DLR#1.3: Mechanism for tracking graduate employability is operational.</p>	<p>DLR#1.1: 4,140,100</p> <p>DLR#1.2(i): 12,420,300</p> <p>DLR#1.2(ii): 12,420,300</p> <p>DLR#1.3: 12,420,300</p>	
(2) DLI #2: Promoting Student Employability Skills	<p>DLR#2.1: 650,000 students enrolled in: (i) language; or (ii) power skills modules (including entrepreneurship, or digital, or soft skills).</p> <p>DLR#2.2: 200,000 students obtained a certification in language or digital skills.</p>	<p>DLR#2.1: 18,630,510 From a baseline of 100,000, per one thousand students enrolled, 33,873.65</p> <p>DLR#2.2: 22,770,490 From a baseline of 0, per one thousand students having obtained a certification in language or digital skills, 113,852.45.</p>	
(3) DLI#3: Adapting academic programs to the	DLR#3.1: 200 additional degree programs co- constructed with industry.	DLR#3.1: 6,897,000 From a baseline of 0, per each degree	

<p>needs of the socio-economic sectors</p>	<p>DLR#3.2: 120,000 students enrolled in priority degree programs.</p> <p>DLR#3.3: 55,000 students graduated in priority degree programs.</p>	<p>program co-constructed with industry, 34,485.</p> <p>DLR#3.2: 9,663,200 From a baseline of 26,000, per one thousand additional students enrolled, 102,800.</p> <p>DLR#3.3: 11,040,000 From a baseline of 0, per one thousand students graduated, 200,727.27.</p>	
<p>(4) DLI#4: Implementing the new generation PhD program</p>	<p>DLR#4.1: Scientific and academic standards for the new generation PhD program adopted and published.</p> <p>DLR#4.2: 4,000 doctorants-moniteurs students of new generation PhD program enrolled in priority disciplines.</p> <p>DLR#4.3: 500 doctorants-moniteurs students of new generation PhD program enrolled in international mobility programs.</p> <p>DLR#4.4: Evaluation of the new generation PhD program completed.</p>	<p>DLR#4.1: 4,140,100</p> <p>DLR#4.2: 16,560,300 From a baseline of 0, per each new generation PhD student enrolled, 4,140.08.</p> <p>DLR#4.3: 4,140,000 From a baseline of 0, per each new generation PhD student enrolled, 8,280.</p> <p>DLR#4.4: 2,759,800</p>	
<p>(5) DLI#5: Promoting Thematic Research Institutes-Networks</p>	<p>DLR#5.1: 30 research groups qualified for membership in the Thematic Research Institutes-Networks.</p>	<p>DLR#5.1: 11,040,000 From a baseline of 0, per research group having qualified for membership in a Thematic Research Institutes-Networks, 368,000.</p>	

	<p>DLR#5.2: 3% of financing generated by one Thematic Research Institutes-Network is external.</p> <p>DLR#5.3: Twelve (12) international research projects in which one or more research group(s) that are members of Thematic Research Institutes-Network(s) are participating.</p> <p>DLR#5.4: Evaluation report of Thematic Research Institutes-Networks completed.</p>	<p>DLR#5.2: 4,140,100</p> <p>DLR#5.3: 8,280,000 From a baseline of 0, per international project in which one or more research group member of a Thematic Research Institutes-Networks are participating, 690,000.</p> <p>DLR#5.4: 4,140,100</p>	
(6) DLI#6: Improved targeting of student scholarship program	<p>DLR 6.1: Undergraduate student scholarship beneficiaries selected through a new targeting mechanism based on the Unified Social Register.</p> <p>DLR#6.2: Evaluation of targeting mechanism for undergraduate student scholarship program completed.</p>	<p>DLR#6.1: 19,320,200</p> <p>DLR#6.2: 8,280,000</p>	
(7) DLI#7: Institutionalization of public universities development contracts	<p>DLR#7.1: Twelve (12) public universities with development plans aligned with PACTE-ESRI objectives, adopted by their university council.</p> <p>DLR#7.2: Twelve (12) development contracts signed between public universities and MESRSI.</p> <p>DLR#7.3: Mid-term evaluation of university</p>	<p>DLR#7.1: 4,140,100 From a baseline of 0, per public university, 345,008.33.</p> <p>DLR#7.2: 8,280,000 From a baseline of 0, per development contract signed, 690,000.</p> <p>DLR#7.3: 6,210,150</p>	

	<p>development contracts completed.</p> <p>DLR#7.4: Twelve (12) public universities have achieved a predefined set of performance indicators of their annual development indicator targets set forth in the signed development contract.</p>	<p>DLR#7.4: 22,771,450 From a baseline of 0, per public university having achieved a predefined set of performance indicators, 1,897,620.83.</p>	
(8) DLI#8: Strengthening public universities' financial autonomy and accountability	<p>DLR#8.1: Six (6) public universities with standard procedures manual for administrative, financial, accounting and procurement management adopted.</p> <p>DLR#8.2: Six (6) public universities with internal audit unit and audit committee operational.</p> <p>DLR#8.3: Six (6) public universities with 2 % of their recurrent expenditures coming from self-generated resources annually.</p> <p>DLR#8.4: Three (3) public universities have fulfilled at least four criteria for ex post financial control.</p>	<p>DLR#8.1: 6,210,000 From a baseline of 0, per public university, 1,035,000.</p> <p>DLR#8.2: 8,280,000 From a baseline of 0, per public university, 1,380,000.</p> <p>DLR#8.3: 12,420,300 From a baseline of 0, per public university with 2 % of its recurrent expenditures coming from self-generated resources annually, 2,070,050.</p> <p>DLR#8.4: 14,491,700 From a baseline of 0, per public university fulfilling at least four criteria for ex post financial control, 4,830,566.67.</p>	
(9) Goods, consulting services and non-consulting services under the Project		4,690,000	100%
(10) Front-end Fee to be paid pursuant to Section 2.03 of this Agreement in accordance with Section		703,500	

2.05(b) of the General Conditions			
(11) Interest Rate Cap or Interest Rate Collar premium to be paid pursuant to Section 4.05(c) of the General Conditions		0	
TOTAL AMOUNT		281,400,000	

B. Withdrawal Conditions for the Program; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date;
 - (b) for DLRs under Categories (1) to (8), until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved.
2. Notwithstanding the provisions of Part B.1(b) of this Section, the Borrower may withdraw an amount not to exceed Euro 69,000,000 as an advance against DLRs to be met; provided, however, that if the DLRs in the opinion of the Bank, are not achieved (or only partially achieved) by the Closing Date, the Borrower shall refund such advance (or portion of such advance as determined by the Bank in accordance with the Disbursement Calculation Formula set forth in the right column of the table above) to the Bank promptly upon notice thereof by the Bank. Except as otherwise agreed with the Borrower, the Bank shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Bank shall specify by notice to the Borrower.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Categories (1) to (8) have not been achieved, the Bank may, by notice to the Borrower:
 - (a) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or
 - (b) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.

C. Withdrawal Conditions for the Project

Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.

D. Withdrawal Period for the Operation

The Closing Date is April 30, 2029.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each February 15 and August 15 Beginning February 15, 2029 through August 15, 2048	2.50%

APPENDIX

Definitions

1. “ACG Report” means the Borrower’s periodic report, in form and substance satisfactory to the Bank, and in accordance with the provisions of the Anti-Corruption Guidelines, including whether or not there has been: (1) any credible and material allegations and other indications of fraud and corruption under the Program which come to the Borrower’s attention during such period; (2) any investigations launched by the Borrower into such allegations, their progress and findings; and (3) any remedial or corrective actions taken or planned in response to such allegations or the findings of such investigations.
2. “Anti-corruption Guidelines” means: (a) for purposes of paragraph 6 of the Appendix to the Program General Conditions, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015; and (b) for purposes of paragraph 6 of the Appendix to the Project 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.
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 3, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
7. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically

- Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
8. “General Conditions” means, collectively (unless the context otherwise require), the Program General Conditions and the Project General Conditions.
 9. “MEF” means Ministry of Economy and Finance, the Borrower’s ministry in charge of economy and finance, or any successor thereto.
 10. “MESRSI” or “Ministry of Higher Education, Scientific Research and Innovation” means *Ministère de l’Enseignement supérieure, de la Recherche scientifique et de l’Innovation*, the Borrower’s ministry in charge of higher education, scientific research and innovation, or any successor thereto.
 11. “ONOUSC” means *Office National des Œuvres Universitaires Sociales et Culturelles*, the Borrower’s National Office of Social and Cultural University Works established pursuant to Law No. 81-00, under the tutelage of the MESRSI.
 12. “Operations Manual” or “OM” means the Borrower’s manual for the Operation referred to in Section I.B.1 of Schedule 2 to this Agreement, which shall contain, *inter alia*: (i) administrative, monitoring and evaluation procedures; (ii) environmental and social management systems and complaints and grievance redress mechanism; (iii) the Program Action Plan; (iv) implementation arrangements (including the MESRSI *circulaire* or relevant administrative act regarding roles and responsibilities of public universities and ONOUSC in the technical implementation of the Program); (v) details, required results and arrangements for verification of achievement of the DLRs (including the Verification Protocol); (vi) templates of Program Report and Project Report, and ACG Report; (vii) the list of public universities participating in the Operation; and (viii) the protocol/arrangements for periodic reporting to the Bank on, and sharing the findings of, any case of fraud and corruption denounced and/or investigated under the Program, in accordance with the Anti-Corruption Guidelines (to be included as an attachment to the OM); as said manual may be amended from time to time with the Bank’s prior written consent.
 13. “PACTE-ESRI” means *Plan National d’Accélération de la Transformation de l’Ecosystème de l’Enseignement Supérieur, de la Recherche Scientifique et de l’Innovation*, the Borrower’s National Plan for the Acceleration of the Transformation of the Ecosystem of Higher Education, Scientific Research and Innovation 2030.
 14. “PhD” means Doctor of Philosophy.
 15. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the Project General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
 16. “Program Action Plan” means the Borrower’s plan dated November 3, 2023, and referred to in Section I.B.2 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Bank.

17. “Program General Conditions” means “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018 (last revised on July 15, 2023).
18. “Program Management Team” or “PMT” means -*Cellule de Gestion du Programme*, the team referred to in Section I.A.1(a) of Schedule 2 to this Agreement, and further described in the OM.
19. “Project General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15, 2023).
20. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
21. “Steering Committee” means the steering committee referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
22. “Thematic Research Institutes-Networks” means each *institut thématique de recherche*, a network of research groups to carry out higher quality research on selected thematic areas as defined in the PACTE-ESRI and further described in the OM.
23. “Verification Protocol” means the protocol referred to in Section I.B.3 of Schedule 2 to this Agreement and included in the OM.