## **LOAN NUMBER 9517-PY**

# **Loan Agreement**

(Joining Efforts for an Education of Excellence in Paraguay Project)

between

REPUBLIC OF PARAGUAY

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

#### **LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF PARAGUAY ("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 one hundred twenty-five million three hundred thousand Dollars, (\$125,300,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 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 June 15 and December 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 — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Parts 1.1(b), 1.2(b), 2 and 4.1 of the Project through MEC, and Parts 1.1(a), 1.2(a) and 4.2 of the Project through MOPC, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

## ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consists of the following, namely, that the Operational Manual has been prepared and adopted by the Borrower, through MEC and MOPC, in a manner acceptable to the Bank.
- 4.02. The Effectiveness Deadline is the date seventy-five (75) days after the Signature Date.

## ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. Except as provided in the ESCP, the Borrower's Representative is its Minister of Economy and Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions:
  - (a) the Borrower's address is:

Ministry of Economy and Finance (*Ministerio de Economía y Finanzas*) Chile 128
Asunción, Paraguay;

With a copy to:

Vice ministry of Financial Management of the Ministry of Economy and Finance (*Viceministerio de Administración Financiera del Ministerio de Economía y Finanzas*); and

(b) the Borrower's Electronic Address is:

Facsimile: E-mail:

59521-448-283 secretaria general@hacienda.gov.py

With a copy to:

Facsimile: 59521-493-641

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: E-mail:

248423(MCI) or 64145(MCI)

1-202-477-6391

mfay@worldbank.org

AGREED as of the Signature Date.

## REPUBLIC OF PARAGUAY

By		C - 50/1
		<b>Authorized Representative</b>
	Name: _	Carlos Fernández
	Title:	Minister of Economy and Finance
	Date: _	09-ago2024

## INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By	Marianne Fay		
		Authorized Representative	
	Name: _	Marianne Fay	
Title:	Country Director		
	Date: _	07-Aug-2024	

#### **SCHEDULE 1**

## **Project Description**

The objectives of the Project are to improve learning environments in selected schools and teacher training institutions, strengthen institutional frameworks in core priority areas, and in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

#### Part 1: Improving Learning Environments for Quality Education.

Improving learning environments in the Borrower's territory through structural interventions for selected LEAPs, CAIs and IFDs, focusing on making school infrastructure more resilient, safer, greener, and more inclusive and on digital connectivity to withstand severe climate change events and forewarn about impending climatic events, including:

1.1: Revamping Structural Conditions for Compulsory and Inclusive Education.

Enhancing the structural and material conditions for learning in selected urban and rural LEAPs (including, *inter alia*, selected indigenous LEAPs) and selected CAIs, through:

- (a) The financing of the construction and/or retrofitting of school's infrastructure (within existing selected LEAPs' and selected CAIs' premises), and the installation of internal networks for internet connectivity.
- (b) UEPP-MEC's supervision of the civil works and the financing of school furniture and equipment for quality learning.
- 1.2: Supporting the Conversion of IFDs to CEFEDs.
  - (a) Refurbishing selected IFDs transitioning towards becoming CEFEDs through the carrying out of a comprehensive infrastructure intervention, integrating them within the scope of a disruptive organizational, adaptive, and integrated architectural design, taking advantage of existing infrastructure, including any new construction within the selected IFDs' premises and the installation of internal networks for internet connectivity.
  - (b) UEPP-MEC's supervision of the civil works and financing of furniture and equipment, as needed.

## Part 2: Strengthening Institutional Frameworks in Core Priority Areas.

- 2.1: Learning Environment and Infrastructure Design Standards.
- (a) Preparing, implementing and publishing the results of the National Census of Educational Infrastructure ("MEN") and the National Inventory of Educational Furniture, Equipment, and Materials ("NIEFEM"); (b) elaborating and disseminating the new Educational Infrastructure

Management Framework ("EIMF"), including a unified governance scheme for educational infrastructure management and aspects of preventive maintenance; (c) elaborating, publishing and disseminating a new National Strategy for the Comprehensive Improvement of Educational Infrastructure ("NSCIEI") 2025-2040 (a roadmap for the improvement of educational infrastructure in the long term), establishing short- to long-term objectives and targets, and an investment strategy to mobilize financing; and (d) training to relevant MEC authorities and UEPP-MEC staff on critical climate change adaptation and mitigation efforts and resiliency building, as per the new EIMF.

## 2.2: Building a New Teaching Profession in Paraguay Anchored in the Creation of CEFEDs.

Setting the foundations for a new governance framework for the teaching profession in the Borrower's territory to improve the effectiveness of teacher training, the relevance of teachers' profiles, and teacher recruitment and career progression through: (a) the elaboration of the new curriculum for CEFEDs, based on experimental and specialized pre- and in-service teacher training; (b) the elaboration of the new governance model for CEFEDs; (c) the development of a proposal for the administrative and pedagogical transition of the IFDs to be converted to CEFEDs; and (d) a long-term strategic plan for CEFEDs.

## 2.3: Strengthening Assessments for Learning.

Consolidating the evaluation culture and boosting applied educational research in the Borrower's territory to provide critical evidence for decision-making and planning through capacity building and technical support to INEE to undertake standardized learning assessments and improving the existing tool used to support schools' leadership teams through data-driven analyses and evidence-based approaches, including the financing of: (a) activities related to the implementation of standardized learning assessments (SNEPE, ERCE and PISA), including field work, development of material, training, dissemination activities, and the participation of the Borrower in the upcoming rounds of ERCE and PISA (including the payment of membership fees); and (b) an evaluation of MEC's institutional assessment tool used by INEE and the proposal of any needed revisions to strengthen it and apply it to selected CEIs.

## Part 3: Contingent Emergency Response Component.

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

## Part 4: Project Management.

4.1: Provision of comprehensive support to the UEPP-MEC for Project management, including for overseeing overall Project's compliance with environmental and social requirements and consideration of gender and citizen engagement in implementation through, *inter alia*: (a) establishing a dedicated team within UEPP-MEC and strengthening its management capacity on areas such as school infrastructure, teacher training, fiduciary issues and the ESSs; (b) the carrying out of: (i) studies of identified gender gaps affecting male on school dropout rates for compulsory education, and on participation in the teaching profession; and (ii) surveys to document the degree of engagement of specific beneficiary populations over the lifetime of the Project, including indigenous populations; (c) the purchase of vehicles; (d) communications services throughout the lifetime of the Project; and (e) the financing of Operating Costs and Training.

4.2: Provision of comprehensive support to the UEP-IE-MOPC for Project management, including for overseeing Project's compliance with environmental and social requirements and consideration of gender and citizen engagement in implementation with respect to Parts 1.1(a) and 1.2(a) of the Project through, *inter alia*: (a) establishing a dedicated team within UEP-IE-MOPC and strengthening its management capacity on areas such as school infrastructure, fiduciary issues and the ESSs; (b) the carrying out of Project audits; (c) the purchase of vehicles; (d) communications services throughout the lifetime of the Project; and (e) the financing of Operating Costs and Training.

#### **SCHEDULE 2**

## **Project Execution**

#### **Section I.** Implementation Arrangements

## A. Institutional Arrangements.

#### 1. The Borrower:

- (a) through MEC, shall:
  - (i) operate and maintain, at all times throughout Project implementation, the Project implementation unit ("UEPP-MEC"), with functions and responsibilities acceptable to the Bank, which shall be responsible for the implementation of Parts 1.1(b), 1.2(b), 2 and 4.1 of the Project, and staffed with competent personnel in adequate numbers, with qualifications, experience and terms of reference satisfactory to the Bank, as set forth in the Operational Manual; and
  - (ii) no later than ninety (90) days after the Effective Date, hire or appoint, as applicable, a Project manager, a senior financial management specialist, a senior procurement specialist and a social specialist, all with qualifications, experience, and terms of reference satisfactory to the Bank, as set forth in the Operational Manual.

## (b) through MOPC, shall:

- (i) operate and maintain, at all times throughout Project implementation, the Project implementation unit ("UEP-IE-MOPC"), with functions and responsibilities acceptable to the Bank, which shall be responsible for the implementation of Parts 1.1(a), 1.2(a) and 4.2 of the Project, and staffed with competent personnel in adequate numbers, with qualifications, experience and terms of reference satisfactory to the Bank, as set forth in the Operational Manual; and
- (ii) no later than ninety (90) days after the Effective Date, hire or appoint, as applicable, a Project manager, a technical coordinator; a fiduciary coordinator; a socio-environmental and occupational health and safety coordinator; a senior financial management specialist; a senior procurement specialist and a monitoring and evaluation specialist; all with qualifications, experience and terms of reference satisfactory to the Bank, as set forth in the Operational Manual.

#### B. Operational Manual.

1. Without limitation to the provisions of Section 3.01 of this Agreement, the Borrower, through MEC and MOPC, shall carry out the Project in accordance with the provisions of

a manual ("Operational Manual), acceptable to the Bank, which shall include, *inter alia*: (a) the procedures for the carrying out, monitoring and evaluation of the Project, including performance indicators; (b) detailed institutional arrangements for the Project, including the composition, functions and responsibilities of the: (i) UEPP-MEC; (ii) UEP-IE-MOPC; and (iii) inter-ministerial coordination team to oversee planning, execution, monitoring and evaluation of Parts 1.1(a), 1.2(a) of and 4 of the Project; (c) the activities to be coordinated through the inter-ministerial coordination team referred to under Section I.A.1 of Schedule 2 to this Agreement, including team members, and the frequency of the work sessions; (d) the criteria for the selection of LEAPs and CAIs under Part 1.1 of the Project and IFDs under Part 1.2 of the Project; (e) the Project's procurement, financial management, and disbursement requirements and procedures; (f) the stakeholder engagement plan, grievance mechanism, and code of conduct; (g) the Anti-Corruption Guidelines and procedures to ensure compliance with the Anti-Corruption Guidelines; and (h) the ESCP.

- 2. Except as the Bank shall otherwise agree, the Borrower, through the MEC and MOPC, shall not amend, terminate, waive, or fail to enforce the Operational Manual or any provision thereof.
- 3. In case of any conflict among the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

## C. Contingent Emergency Response.

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 3 of the Project ("Contingent Emergency Response Component"), the Borrower shall ensure that:
  - a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required thereof ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Loan amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
  - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the

- Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
- 2. The Borrower shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Bank.
- 3. The Borrower shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

#### D. Environmental and Social Standards.

- 1. The Borrower, through MEC and MOPC, 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, through MEC and MOPC, 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, through MEC and MOPC, 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, through MEC and MOPC, 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, through MEC and MOPC, 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.
- 6. The Borrower, through MEC and MOPC, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

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

The Borrower, through UEP-IE-MOPC, shall furnish to the Bank each Project Report, containing consolidated inputs from both UEPP-MEC and UEP-IE-MOPC, not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

## Section III. Withdrawal of Loan Proceeds

#### 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 Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay the Front-end Fee; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Operating Costs and Training under Parts 1.1(b),1.2(b), 2, and 4.1 of the Project	20,796,750	100%
(2) Works under Parts 1.1(a) and 1.2(a) of the Project	99,040,000	100%
(3) Goods, non-consulting services, consulting services, Operating Costs and Training under Part 4.2 of the Project	5,150,000	100%
(4) Emergency Expenditures under Part 3 of the Project	0	100%
(5) Front-end Fee	313,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
TOTAL AMOUNT	125,300,000	

## B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Borrower has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Bank a request to withdraw Loan amounts under Category (4); and (B) the Bank has agreed with such

- determination, accepted said request and notified the Borrower thereof; and
- (ii) the Borrower has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank;
- (c) for payments made under Category (2), unless and until the Borrower, through MOPC, has hired or appointed, as applicable, as part of the UEP-IE-MOPC, an environmental specialist and four social specialists (including: (i) one social specialist with a focus on indigenous peoples; (ii) one occupational health and safety specialist; (iii) one social specialist with a focus on gender and GBV issues; and (iv) one social specialist with a focus on inclusive education), all with qualifications, experience, and terms of reference satisfactory to the Bank, as set forth in the Operational Manual.
  - 2. The Closing Date is December 31, 2028.

## **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 June 15 and December 15	
Beginning June 15, 2029	
through June 15, 2046	2,78%
On December 15, 2046	2,70%

#### APPENDIX

## **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 6 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.
- 2. "CAI" means *Centro de Apoyo a la Inclusión*, an institution for inclusive education support that offers specialized services for students with special needs or disabilities.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CEFED" means *Centro Experimental de Formación Especializada Docente*, an experimental institution for specialized teacher training.
- 5. "CEI" means compulsory education institution.
- 6. "CERC Manual" means the manual referred to in Section I.C of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank, and which is an integral part of the Operational Manual.
- 7. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 3 of the Project to respond to an Eligible Crisis or Emergency.
- 8. "EIMF" means Educational Infrastructure Management Framework.
- 9. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
- 10. "Emergency Action Plan" means a plan detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency, and referred to in Section I. C.1(a) of Schedule 2 to this Agreement.
- 11. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.C.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 12. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated May 6, 2024, 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 Borrower 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.
- "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 African Historically Underserved Traditional Local Communities"; (viii) "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 Bank.
- 14. "ERCE" means *Evaluación Regional Comparativa y Explicativa* (Comparative and Explanatory Regional Assessment), an international standardized assessment of learning outcomes sponsored by UNESCO's LLECE.
- 15. "GBV" means gender-based violence.
- 16. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, January 1, 2022, and July 14, 2023).
- 17. "IFD" means *Instituto de Formación Docente*, a teacher training institution.
- 18. "INEE" means *Instituto Nacional de Evaluación Educativa*, the Borrower's National Institute for Educational Evaluation.
- 19. "LEAP" means *Local Escolar a Potenciar* (upgradable compulsory education institution), a CEI that has been specifically selected by MEC to benefit from interventions to improve learning conditions.
- 20. "LLECE" means *Laboratorio Latinoamericano de Evaluación de la Calidad de la Educación*, Latin American Laboratory for the Assessment of the Quality of Education.
- 21. "MEC" means *Ministerio de Educación y Ciencias*, the Borrower's Ministry of Education and Sciences, or any successor thereto acceptable to the Bank.
- 22. "MEN" means *Mapa Educativo Nacional*, the National Census of Educational Infrastructure.

- 23. "MOPC" means *Ministerio de Obras Públicas y Comunicaciones*, the Borrower's Ministry of Public Works and Communications, or any successor thereto acceptable to the Bank.
- 24. "NIEFEM" means National Inventory of Educational Furniture, Equipment, and Materials.
- 25. "NSCIEI" means National Strategy for the Comprehensive Improvement of Educational Infrastructure.
- 26. "OECD" means Organisation for Economic Cooperation and Development.
- 27. "Official Gazette" means *Gaceta Oficial de la República del Paraguay*, the Borrower's Official Gazette.
- 28. "Operating Costs" means reasonable incremental recurrent expenditures that would not have been incurred absent the Project for Project administration costs incurred by the UEPP-MEC or UEP-IE-MOPC, including, *inter alia*, office rent, operation and maintenance of office equipment, utilities, and banking fees (but excluding salaries of the Borrower's civil servants).
- 29. "Operational Manual" means the manual acceptable to the Bank and referred to in Section I.B of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
- 30. "PISA" means the Programme for International Student Assessment, an international standardized assessment of learning outcomes sponsored OECD.
- 31. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 32. "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.
- 33. "SNEPE" means *Sistema Nacional de Evaluación del Proceso Educativo* (National System for the Assessment of the Educational Process), the Borrower's national standardized learning assessment.
- 34. "Training" means expenditures (other than those for consulting services) incurred by the UEPP-MEC or UEP-IE-MOPC, to finance reasonable transportation costs and *per-diem* of trainees and trainers, training registration fees, rental of training facilities and equipment, and the production and printing of training materials.
- 35. "UEPP-MEC" means *Unidad Ejecutora de Programas y Proyectos*, MEC's Project implementation unit referred to under Section I.A.1(a)(i) of Schedule 2 to this Agreement and created pursuant to Decree No. 6833, published in the Official Gazette on March 7, 2017, or any successor thereto acceptable to the Bank.

- 36. "UEP-IE-MOPC" means *Unidad Ejecutora de Proyectos de Infraestructura Educativa*, MOPC's Project implementation unit referred to under Section I.A.1.(b)(i) of Schedule to this Agreement and created pursuant to MOPC Resolution No. 398 dated April 1, 2024, or any successor thereto acceptable to the Bank.
- 37. "UNESCO" means the United Nations Educational, Scientific and Cultural Organization.