
GRANT NUMBER D5330

Financing Agreement

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

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ASSOCIATION OF AFRICAN UNIVERSITIES

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and ASSOCIATION OF AFRICAN UNIVERSITIES (“Recipient”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to three million seven hundred thousand Special Drawing Rights (SDR 3,700,000 (variously “Grant” 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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are April 1 and October 1 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions.



ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that the Recipient's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Secretary General.
- 6.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient's address is:
- Association of African Universities
P.O. Box AN5744
Accra North
Republic of Ghana; and
- (b) the Recipient's Electronic Address is:
- Facsimile: Email:
223-302-774821 secgen@aau.org
- 6.03. For purposes of Section 11.01 of the General Conditions:

- (a) The Association's address is:
- International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
- (b) the Association's Electronic Address is:
- Telex: Facsimile:
248423 (MCI) 1-202-477-6391



AGREED as of the Signature Date.

ASSOCIATION OF AFRICAN UNIVERSITIES

By



Authorized Representative

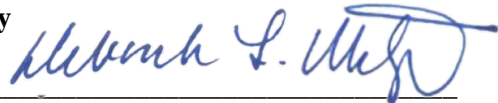
Name: _____ Prof. Etienne Ehouan Ehile

Title: _____ Secretary General

Date: _____ April 24, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Deborah L. Wetzel

Title: Director for the Regional Integration

Date: 05/01/2020

SCHEDULE 1

Project Description

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

The Project consists of the following part:

Part 1: Enhancing Regional Project Facilitation, and Monitoring and Evaluation

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



SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation:

1. The Regional Steering Committee to provide overall guidance for the Project and to serve as the Committee's secretary in the semi-annual meetings.
2. The Regional Facilitation Unit (RFU) in charge of the day-to-day regional implementation, coordination, monitoring and evaluation of the Project.

All with the composition, staffing, and powers acceptable to the Association as further described in the Project Regional Operations Manual.

3. Specific Implementation Covenants

The Recipient shall at all times during the implementation of the Project:

- (a) maintain within RFU, the Project manager recruited in accordance with the provisions of the Procurement Regulations. Said Project manager will, *inter alia*, lead the RFU reporting to the Recipient's Secretary General under terms of reference, satisfactory to the Association.
- (b) ensure that the RFU participates in annual performance assessments in accordance with agreed performance metrics, in form and substance satisfactory to the Association.

B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of activities proposed for inclusion in the Project during the following calendar year ("Annual Work Program"), including: (a) a detailed timetable for the sequencing and implementation of said activities, (b) the types of expenditures required for such activities; and (c) the planned procurement methods for the expenditures.
2. The Recipient shall exchange views with the Association on each such proposed Annual Work Program and, shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.



3. Only those activities which are included in an Annual Work Program shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

C. Project Regional Operations Manual

- 1 The Recipient shall carry out the Project in accordance with the Project Regional Operations Manual.
- 2 The Recipient shall not amend the Project Regional Operations Manual without the prior written approval of the Association.
- 3 In the event of any conflict between the provisions of the Project Regional Operations Manual and this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Non-Consulting Services, Consultants' Services, Operating Costs, and Training for the Project	3,700,000	100%



TOTAL AMOUNT	3,700,000	
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- B. Withdrawal Conditions; Withdrawal Period**
1. The Closing Date is June 30, 2024.



APPENDIX

Definitions

1. “AAU” or “Association of African Universities” means a regional non-governmental organization established under the laws of the Republic of Ghana and operating pursuant to the AAU Legislation, with membership consisting of African universities whose purpose is to promote collaboration among African universities of higher learning.
2. “AAU Legislation” means the charter, by-laws and other relevant documents establishing and governing the AAU, including *inter alia* the AAU constitution of November 12, 1967, and the AAU by-laws adopted on April 18-19, 2017, both as amended.
3. “Africa Centers of Excellence” or “ACE” means the academic centers within the Higher Education Institutions in West and Central Africa, essentially in the areas of science, technology, engineering, and mathematics, as well as the agriculture and health sciences, applied statistics, education, or any other area as per the knowledge and education needs of the West and Central Africa region, as established in the Project Regional Operations Manual.
4. “Annual Work Program” means the annual work program to be prepared by the Recipient during each calendar year, including a program of activities and budget proposed for inclusion in the Project during the following fiscal year.
5. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018, with the modifications set forth in Section II of this Appendix.
8. “Operating Costs” means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel, accommodation and per diem costs for technical staff



carrying out training, preparatory, supervisory and quality control activities; and (viii) staff time of Recipient's staff working on the Project.

9. "Participating countries" collectively means all countries that are participating in the African Centers of Excellence, and for the purpose of this Project the following countries: Republic of Benin, Republic of Niger, Republic of Nigeria, Republic of Togo, and The Gambia.
10. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
11. "Project Regional Operations Manual" means the manual dated April 9, 2019, adopted by the Recipient as referred to in Section I.C of Schedule 2 to this Agreement, for the implementation of the Project, including, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or the personnel of the Regional Steering Committee, the Regional Facilitation Unit, and other main stakeholders in the project; (ii) the procedures for procurement of goods, works, non-consulting services, consultants' services, Operational Costs, and Training, as well as for financial management and audits under the Project; (iii) the indicators (including disbursement linked indicators) to be used in the monitoring and evaluation of the Project; and (iv) flow and disbursement arrangements of Project funds; as said manual may be amended from time to time with the Association's prior approval.
12. "Regional Steering Committee" means the Regional Steering Committee for the Project, established by the Participating Countries and operating under the aegis of the RFU, said committee in charge of providing overall guidance and oversight for the Project.
13. "Regional Facilitation Unit" or "RFU" means a unit within the administrative structure of the Recipient in charge of the day-to-day implementation, coordination, monitoring and evaluation of the Project.
14. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
15. "Training" means the training of persons involved in Project-supported activities, based on the Annual Work Program approved by the Association, such as scholarships, tuitions, seminars, workshops, and study tours, and costs associated with such activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

