

CONFORMED COPY
CREDIT NUMBER 4454-TA

Financing Agreement

(Science and Technology Higher Education Project)

Between

UNITED REPUBLIC OF TANZANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 10, 2008

CREDIT NUMBER 4454-TA

FINANCING AGREEMENT

AGREEMENT dated July 10, 2008, entered into between UNITED REPUBLIC OF TANZANIA (“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 sixty million eight hundred thousand Special Drawing Rights (SDR 60,800,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 February 15 and August 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 and the Program. To this end, the Recipient shall carry out the Project through the MoEVT 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 — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension shall be that a situation has arisen which shall make it improbable that the Project or the Program, or a significant part of either one thereof, will be carried out.

ARTICLE V — EFFECTIVENESS, TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following:
 - (a) the Recipient has submitted to the Association the Project Implementation Plan, in a form and substance satisfactory to the Association, and adopted the said plan, in a form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.03. For purposes of Section 8.05 (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 years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Recipient's Address is:

Ministry of Finance and Economic Affairs
P.O. Box 9111
Dar es Salaam
United Republic of Tanzania

Cable: Facsimile:

TREASURY (255) 222 11 77 90

6.03. The Association's Address is:

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.

AGREED at Dar es Salaam, United Republic of Tanzania, as of the day and year first above written.

UNITED REPUBLIC OF TANZANIA

By: */s/ Gray S. Monja*
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: */s/ John Murray McIntire*
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient's efforts to increase the quantity and quality of higher education graduates, with special emphasis on science, technology, and education, through an improved learning environment.

The Project constitutes the first phase of the Program, and consists of the following Parts:

Part A: More and Better Qualified Graduates in Specific Priority Areas

1. (a) Carrying out Subprojects to support Higher Education Institutions in the implementation of investment plans in priority disciplines for economic growth, including, energy, transportation, food/agriculture, information and communication technologies, management, tourism, marine sciences, applied sciences and engineering (including basic sciences, materials science, mining and minerals, transportation, manufacturing systems, and land management), through the provision of Grants.

(b) Designing a flexible financing facility as a continuing institutional mechanism for channeling public funds to Higher Education Institutions on a competitive basis, through the provision of technical advisory services.
2. Supporting Higher Education Institutions' Subproject proposals, and approved Annual Work Plans and Budgets for expansion of capacity for teacher preparation and graduate studies in education including, *inter alia*:
 - (a) (i) preparing degree-holding secondary school teachers, for mathematics, science and languages, in public universities; (ii) enhancing the capacity of Open University of Tanzania to provide distance education courses for untrained secondary school teachers; and (iii) supporting staff development programs, revision and production of instructional materials, provision of equipment, including information and communication technologies, and improvement of science laboratories, all through the provision of Grants; and
 - (b) developing graduate studies in education, specifically at the faculties of education and science in the University of Dar Es Salaam and other Public Universities, through the provision of Grants.

Part B: Strengthening Institutions and Systems to Support Higher Education Generally

1. (a) Strengthening the institutional capacity of key higher education agencies and institutions including, Tanzania Commission for Universities, HESLB, NACTE, Tanzania Education Authority and COSTECH, through the provision of Grants and approved Annual Work Plans and Budgets.

(b) Strengthening the institutional capacity of the MCST and MoEVT for implementation and management of the Project, and development and implementation of the broader higher education policy framework, through the provision of technical advisory services and acquisition of goods.

2. Supporting investments in system-wide information communication and technology, and developing libraries including, *inter alia*:

(a) developing a detailed plan for a national research and education network;

(b) developing a detailed plan for establishing a higher education management information system to improve the management and administration of Higher Education Institutions and of the higher education subsector;

(c) developing a detailed plan for establishing a library management system to support libraries in Higher Education Institutions and research institutes, and improve library management of education material search; library lending and returns; procurement and payment of education material; circulation; financial management regarding fees, charges and subscriptions; access to a national catalogue of library holdings; inter-library loans management; cataloguing of books and digitized materials; and subscriptions to electronic resources; and

(d) developing a detailed plan for deploying e-learning resources including, networked computers and multimedia devices and tools for teachers and students in Higher Education Institutions.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. MoEVT

The Recipient shall ensure that the MoEVT and in particular its Directorate for Higher Education is maintained at all times during the implementation of the Project with mandate, staffing and resources satisfactory to the Association including, a procurement management unit; the chief accountant; and department of policy and planning for the purpose of ensuring the prompt and efficient overall coordination, monitoring, reporting, evaluation and communication of Project activities.

2. MoEVT Implementation Committee

- (a) Without limitation upon the provisions of paragraph A.1 of this Section, the Recipient shall maintain, at all times until the completion of the Project, the MoEVT Implementation Committee with a composition, mandate and resources satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) of this paragraph, MoEVT Implementation Committee shall be responsible for, *inter alia*: (i) reviewing progress made towards achieving the Project's objectives, and making recommendations for removal of any obstacles to the timely implementation of the Project; (ii) reviewing consolidation of the Annual Work Plans and Budgets, and Subprojects; and (iii) providing comments on reports and reviews prepared by the respective Higher Education Institutions for the benefit of the Association.

3. THEDC

- (a) The Recipient shall maintain at all times during the implementation of the Project the THEDC with a composition, mandate and resources satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) of this paragraph, THEDC shall be responsible for: (i) monitoring the overall strategic direction of the higher education subsector, and assessing alignment with and progress towards national goals, reviewing annual budgets and expenditures and

advising MoEVT on the sustainability of the higher education subsector; reviewing Program progress and verifying that the Project objectives are being met, advising MoEVT on the proper implementation of the Project to ensure that eventual issues transcending MoEVT responsibilities arising during implementation are addressed and resolved in a timely manner; and advising MoEVT on other priority issues related to higher education subsector management and financing.

4. MCST

- (a) The Recipient shall, through its MCST, ensure that the ICT Directorate is maintained at all times until the completion of the Project with a composition, mandate and resources satisfactory to the Association, and with the responsibility for implementing Part B.2 of the Project.
- (b) Without limitation to sub-paragraph (a) of this paragraph, the ICT Directorate shall be responsible for: (i) surveying and analyzing information and communications technology status and requirements; (ii) designing solutions and piloting them for final selection; and (iii) preparing tender documents under Part B.2 of the Project.

5. Director of Higher Education and Project Coordinator

- (a) The Recipient shall maintain, within MoEVT at all times until the completion of the Project, the Director of Higher Education, and a Project coordinator with qualifications, experience and terms of reference satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) of this paragraph, the Director of Higher Education shall be responsible for: (i) coordinating the consolidation of the Annual Work Plans and Budgets prepared by Institutional Project Coordinators; (ii) liaising with the Institutional Project Coordinators; (iii) monitoring implementation of the Subprojects under Parts A.1(a), A.2 and B.1(a) of the Project; and (iv) ensuring compliance with the measures set forth in the ESMF, and the Project Implementation Plan. The Project coordinator shall support the Director of Higher Education, and undertake day-to-day management and administration of Parts A.1(a), A.2 and B.1(a) of the Project.

6. Institutional Project Coordinator

- (a) The Recipient shall ensure that each Subproject Implementing Agency maintains at all times until the completion of the Project, an Institutional Project Coordinator with qualifications, experience and terms of reference satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) of this paragraph, the Institutional Project Coordinator shall be responsible for: (i) ensuring that yearly implementation and procurement plans are prepared by each Subproject Implementing Agency; (ii) ensuring that an Annual Work Plan and Budget for each Subproject, including the a procurement plan, is submitted to the Project coordinator; (iii) monitoring implementation activities to be carried out by the Subproject Implementing Agency, in accordance with their respective Annual Work Plans and Budgets; (iv) ensuring that procurement is carried out in a timely fashion, in accordance with Procurement Plans, the Public Procurement Act, the procurement manual; and IDA procedures for ICB tenders, as applicable; (v) ensuring that progress reports for each Subproject are prepared and submitted to the Project coordinator; and (vi) monitoring progress toward attainment of Subproject objectives.

B. Implementation Arrangements

1. Project Implementation Plan

The Recipient shall carry out the Project in accordance with the arrangements and procedures set out in the Project Implementation Plan (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Plan and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Plan, if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect the implementation of the Project.

2. Annual Work Plans and Budgets

- (a) The Recipient shall prepare and furnish to Association for its approval, not later than April 30 of each year during the implementation of the Project, or such later date as the Association may agree, the Annual Work Plans and Budgets containing all proposed Subprojects to be carried out in the following Fiscal Year, modified in a manner satisfactory to the Association, taking into account the Association's comments and views on the matter.

- (b) The Recipient shall cause each Subproject Implementing Agency to implement, monitor and evaluate its respective Subproject in accordance with the provisions set forth in this Agreement and in more detail in the Project Implementation Plan and the respective Grant Agreements, and shall not make or allow to be made any material change to any Subproject included in the approved Annual Work Plans and Budgets without prior consultation with and approval of the Association.

C. Subprojects under Parts A.1(a), A.2 and B.1(a) of the Project

1. Grants

Without limitation upon the provisions of Part A of this Section, the Recipient, through MoEVT shall appraise, approve, monitor and evaluate Subprojects under Parts A.1(a), A.2 and B.1(a) of the Project, and administer the Grants in accordance with the provisions and procedures set forth or referred to in this Part C and in more detail in the Project Implementation Plan.

2. Eligibility Criteria for Subprojects

No proposed Subproject shall be eligible for financing under a Grant out of the proceeds of the Credit unless the Recipient, through MoEVT Implementation Committee, has determined, on the basis of an approval process conducted in accordance with this sub-paragraph and the guidelines set forth in the Project Implementation Plan, that the proposed Subproject satisfies the eligibility criteria specified below and set forth or referred to in more detail in the Project Implementation Plan, which shall include, *inter alia*, the following:

- (a) The proposed Subproject activities shall fall within the areas described under Part A.1(a), A.2 and B.1(a) of the Project, and the Project Implementation Plan, and shall exclude any activities and expenditures specified as ineligible in the guidelines set forth in the Project Implementation Plan;
- (b) the proposed Subproject shall be initiated by a Subproject Implementing Agency which has met the eligibility criteria specified or referred to in the Project Implementation Plan;
- (c) the Subproject Implementing Agency has adequate technical, financial management and procurement capacity to implement the proposed Subproject in compliance with the guidelines set forth in the Project Implementation Plan, and the Anti-Corruption Guidelines; and
- (d) the Subproject Implementing Agency shall be eligible to receive subsequent Grants if it has completed the preceding Subproject to the

satisfaction of MoEVT, in accordance with the terms of the Grant Agreement.

3. Approval of Grants

Based on a review by and recommendation of the MoEVT Implementation Committee in accordance with paragraph 2 of Part A of this Schedule, MoEVT shall: (a) approve Subprojects whose cost falls below the threshold specified in the Project Implementation Plan for prior no-objection by the Association or which do not otherwise require such no-objection as specified in the guidelines set forth in the Project Implementation Plan; and (b) recommend for the Association's prior no-objection Subprojects which require such no-objection as specified in the guidelines set forth in the Project Implementation Plan.

4. Terms and Conditions of Grants

A Subproject shall be carried out pursuant to the Grant Agreement, to be concluded between MoEVT, on behalf of the Recipient, and the respective Subproject Implementing Agency, under terms and conditions described or referred to in more detail in the Project Implementation Plan and satisfactory to the Association, which, *inter alia*, shall include the following:

- (a) the description of the activities to be implemented, including the outputs and performance targets to be achieved, and the arrangements for monitoring and reporting on the implementation of the Subproject;
- (b) the modalities of transfer of funds by MoEVT to the Subproject Implementing Agency for financing the Subproject;
- (c) the obligation of the Subproject Implementing Agency to: (i) carry out the Subproject with due diligence and efficiency and in accordance with sound technical, environmental, financial, and managerial practices; and (ii) maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures relating to the Subproject;
- (d) the requirement that the goods, works and consultants' services to be financed from the proceeds of the Grant shall be procured in accordance with procedures ensuring efficiency and economy and in accordance with Project Implementation Plan and provisions of Section III of this Schedule, and shall be used exclusively in the carrying out of the Subproject; and
- (e) the right of MoEVT, on behalf of the Recipient, to: (i) inspect by itself, or jointly with the Association, if the Association shall so request, the

goods, works, sites, plants and construction included in the Subproject, the operations thereof and any relevant records and documents; (ii) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation and financial conditions of Subprojects; and (iii) suspend or terminate the right of any Subproject Implementing Agency to use the proceeds of the Grant upon failure by the Subproject Implementing Agency to perform any of its obligations under the respective Grant Agreement.

5. Administration of Grant Agreements

MoEVT shall exercise its rights under the Grant Agreements in such manner as to protect the interests of the Recipient and of the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Grant Agreement or any substantial provision thereof.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Environmental and Social Safeguards

1. The Recipient shall carry out the Project in accordance with the environmental, guidelines, rules and procedures defined in the Environmental and Social Management Framework.
2. The Recipient shall not amend or waive, or permit to be amended or waived, the ESMF, or any provision thereof, without the prior consent of the Association.
3. The Recipient shall ensure that: (i) all measures for carrying out the ESMF are taken in a timely manner; and (ii) the Project Reports referred to in Section II.A of this Schedule shall include adequate information on monitoring the measures defined in the ESMF.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) 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 the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall

cover the period of six-calendar months, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) annual number of graduates from science and technology degree programs;
 - (ii) scores on standardized assessments of learning of science and technology students in their final year of first-degree studies;
 - (iii) number of new degree-holding teachers hired as teachers in secondary schools each school year, qualified to teach mathematics, science, or english;
 - (iv) number of workstations for students in teaching laboratories;
 - (v) establishment of new courses in science and technology disciplines;
 - (vi) number of new degree-holding teachers graduating each year, qualified to teach mathematics, science, or english; and
 - (vii) percentage of borrowers with mature student loans who are repaying on schedule.

- 2. For the purpose 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 the date twenty four (24) months after the Effective Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or 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 quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
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 fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six 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 (ICB).

2. **Other Methods of Procurement of Goods and Works.** The following methods of procurement, other than International Competitive Bidding, may be used for goods and works under the circumstances specified in the Procurement Plan for each such method: (a) National Competitive Bidding; (b) Shopping; and (c) Direct contracting.

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 methods of procurement, other than Quality- and Cost-based Selection, may be used for consultants' services under the circumstances specified in the Procurement Plan for each such method: (a) Quality Based Selection; (b) Least Cost Selection; (c) Selection Based on Consultants' Qualifications; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (e) Single Source Selection; and (f) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

1. 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) each contract for works estimated to cost the equivalent of \$500,000 or more procured on the basis of International Competitive Bidding; (b) each contract for goods estimated to cost the equivalent of \$250,000 or more procured on the basis of International Competitive Bidding; (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; and (d) each contract for consultants' services provided by an individual estimated to cost the equivalent of \$50,000 or more.
2. 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Grants for Subprojects under Parts A.1(a), A.2 and B.1(a) of the Project	54,700,000	100% of the amount disbursed
(2) consultants’ services under Part A.1(b), and goods, consultants’ services and Training under Part B.1(b) of the Project	600,000	100%
(3) works, goods, consultants services and Training under Part B.2 of the Project	4,200,000	100%
(4) Operating Costs	900,000	100%
(5) Refund of Project Preparation Advance	400,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	60,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; or
 - (b) in respect of any Grant for a Subproject under Category (1), unless: (i) a relevant Grant Agreement has been executed between MoEVT and a Subproject Implementing Agency, as shall be evidenced by the first six of such Grant Agreements in respect of the Subprojects; and (ii) the Annual Work Plan and Budget for the respective Fiscal Year has been approved by the Association in accordance with Section I.B.2 of this Schedule.
2. The Closing Date is June 30, 2013.

Section V. Other Undertakings

The Recipient shall, not later than October 31 of each year, provide a report satisfactory to the Association, concerning the financial sustainability of the higher education subsector based on the medium term expenditure framework and the joint annual sector reviews.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
commencing August 15, 2018 to and including February 15, 2028	1
commencing August 15, 2028 to and including February 15, 2048	2

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by each Subproject Implementing Agency (as hereinafter defined) for Parts A.1(a), A.2, and B.1(a) of the Project, in accordance with Section I.B.2 of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Commission for Science and Technology” or “COSTECH” means the entity established pursuant to Commission for Science and Technology Act (Act No. 7 of 1986), of the laws of the Recipient.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
6. “Environment and Social Management Framework” or “ESMF” means the Recipient’s framework dated September 2007, that includes the set of mitigation, enhancement, monitoring, and institutional measures, to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts, as such plan may be amended from time to time with the prior written consent of the Association.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
8. “Grant” means a grant made or proposed to be made out of the proceeds of the Financing to a Subproject Implementing Agency, for the purpose of financing a Subproject in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
9. “Grant Agreement” means the agreement for the Subproject to be entered into between the Recipient and the Subproject Implementing Agency (hereinafter defined) pursuant to which the Recipient shall make part of the proceeds of the

Financing available to a Subproject Implementing Agency on a non-refundable basis, as the same may be amended from time to time with the prior written consent of the Association, and such term includes all schedules, appendices and agreements supplemental to the Grant Agreement.

10. “Higher Education Institution” means a university established and operating pursuant to the Universities Act No. 7 of 2005, of the laws of the Recipient, and which offers a level of academic and professional training leading to full academic and/or professional training qualifications and competence.
11. “Higher Education Students Loans Board” or “HESLB” means the entity established pursuant to the Higher Education Students Loans Board Act (Act No. 9 of 2004), of the laws of the Recipient.
12. “ICT” means information communication and technology.
13. “ICT Directorate” means the institution referred to in Section I.A.4 of Schedule 2 to this Agreement.
14. “Institutional Project Coordinator” means the coordinator referred to in Section I.A.6 of Schedule 2 to this Agreement.
15. “MCST” means the Recipient’s Ministry of Communication Science and Technology.
16. “MoEVT” means the Recipient’s Ministry of Education and Vocational Training.
17. “MoEVT Implementation Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
18. “National Council for Technical Education” or “NACTE” means the entity established pursuant to the National Council for Technical Education Act (Act No. 9 of 1997), of the laws of the Recipient.
19. “Operating Costs” means the costs incurred by the MCST and MoEVT on account of the implementation of the Project, and on the basis of approved work plans and budgets for the Project, including hire of venues for approved workshops and training; purchase of materials for approved workshops; services of office machines and equipment; operation and maintenance costs for vehicles, office supplies, consumables, travel costs, travel per diems, and accommodation, but excluding salaries of the Recipient’s civil servants.

20. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
21. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 15, 2008, 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 the said paragraphs.
22. “Program” means the program designed to improve and strengthen the Recipient’s higher education system through enhanced capacity to apply knowledge to economic activity, and set forth or referred to in the letter dated April 16, 2008, from the Recipient to the Association.
23. “Project Implementation Plan” or “PIP” means the Recipient’s plan, adopted pursuant to Section I.B.1 of Schedule 2 to this Agreement, containing or referring to detailed arrangements and procedures for implementation of the Project, including: (i) institutional coordination and day-to-day execution of Subprojects under Parts A.1(a), A.2 and B.1(a) of the Project, and ICT activities under Part B.2 of the Project; (ii) disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, and reporting; (v) procedures, measure and guidelines for environmental management and implementation of the ESMF; and (vi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project , as such plan may be amended by the Recipient from time to time with the prior agreement of the Association.
24. “Public University” means a public university established and operating pursuant to the Universities Act (Act No. 7 of 2005), of the laws of the Recipient.
25. “Subproject” means a Subproject to be carried out by a Subproject Implementing Agency that satisfies the eligibility criteria set out in the Project Implementation Plan.
26. “Subproject Implementing Agency” means an educational institution, operating in the Recipient’s territory and carrying out a Subproject under Part A.1(a), A.2 and B.1(a) of the Project, including the Commission for Science and Technology, Higher Education Students Loans Board, a Higher Education Institution, National Council for Technical Education, a Public University, Tanzania Education Authority, and Tanzania Commission of Universities, and the term “Subproject Implementing Agencies” means all such agencies.

27. "Tanzania Education Authority" means the entity established pursuant to Tanzania Education Authority Act (Act No. 8 of 2001), of the laws of the Recipient.
28. "Tanzania Commission of Universities" means the entity established pursuant to the Universities Act (Act No. 7 of 2005), of the laws of the Recipient.
29. "THEDC" means the Recipient's Tertiary and Higher Education Development Committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
30. "Training" means the costs associated with the training of personnel involved in Project supported activities under Part B.1(b) and B.2 of the Project, 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 course preparation and implementation.