

CONFORMED

GRANT NUMBER H721-ZR

Financing Agreement

(Establishing Capacity for Core Public Management Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 28, 2011

GRANT NUMBER H721-ZR

FINANCING AGREEMENT

AGREEMENT dated July 28, 2011, entered into between DEMOCRATIC REPUBLIC OF CONGO (“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 grant in an amount equivalent to nineteen million two hundred thousand Special Drawing Rights (SDR 19,200,000) (“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 Payment Dates are March 1 and September 1 in each year.
- 2.05. 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 Part A of the Project through the Ministry of Planning, Part B.1 of the Project through the Ministry of Finance, Part B.2 of the Project through the ARMP and Parts C and D of the Project through SENAREC, all 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 Events of Suspension consists of the following, namely: the Program 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 this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has adopted a Project Implementation Manual (PIM), including the PFAAM and an Anti-Corruption Plan, in form and substance satisfactory to the Association.
 - (b) SENAREC and BCECO have entered into a technical assistance agreement under terms and conditions satisfactory to the Association.
 - (c) COREF and BCECO have entered into a technical assistance agreement under terms and conditions 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 ten (10) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the Recipient's minister in charge of finance.

6.02. The Recipient's Address is:

Minister of Finance
Ministry of Finance
Boulevard du 30 juin
BP 12997
Kinshasa I - Gombe
Democratic Republic of Congo

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
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By //s// Matata Ponyo Mapon
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Marie Françoise Marie-Nelly
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to strengthen core public administration functions of selected central and provincial institutions in the Recipient's territory.

The Project consists of the following parts:

Part A: Strengthening Government's Capacity in Results-based Management

1. Improving implementation capacity in the Recipient's public administration to deliver short term targeted results in priority areas by: (a) providing capacity building activities to the public administration staff across its hierarchy to spearhead critical administrative reforms; and (b) developing and implementing an adaptable monitoring mechanism to track both performance on established priorities and capacity gaps in the public administration.

2. Building human and institutional capacity to develop a cadre of high quality coaches for the Recipient's public administration and create mechanisms that leverage its regional capacity and human resources to respond to demands based on rapid results approaches, by: (a) developing and training an initial pool of results management oriented coaches; and (b) leveraging existing networks of coaches specialized in rapid results approaches and methodologies, including francophone networks, to accelerate capacity development for rapid results approaches in the Recipient's territory.

Part B: Strengthening Core Functions of Public Administration

1. Improving the Recipient's public financial management by: (a) strengthening macro and revenue forecasts to prepare credible multi-year planning; (b) reinforcing internal financial control; (c) improving budget execution, reporting and analysis; and (d) strengthening public sector accounting capacity.

2. Providing support to: (a) carry out capacity building activities and advisory services to support the implementation of the new procurement system established pursuant to the Procurement Code, including strengthening the legal and institutional framework related to

procurement and enhancing capacity to training qualified procurement specialists, in national and provincial training centers; (b) undertake the first independent procurement audit to review to the implementation of the Procurement Code and to recommend any needed modifications to the system and/or amendments to the procurement regulatory framework; and (c) carrying out small refurbishment works of the ARMP facilities.

Part C: Support to Local Training Centers

1. Supporting emerging Training Centres as training and education institutions at national and provincial training and education centres by: (a) providing Sub-grant to support the development of training and coaching modules in results based management, public finance management, procurement and human resources management and other core public finance and public management areas, including training of trainers; and (b) providing critical goods and equipment and carrying out refurbishment works of their facilities.
2. Facilitating selection of national and international experts with relevant qualifications and experience to provide capacity building activities in public finance management and procurement and matching these experts to selected ministries on the basis of an assessment of the technical assistance needs of these ministries.

Part D: Strengthening SENAREC and Building a Quality Control System

1. Strengthening SENAREC's project implementation capacity and donor support programs' management by reinforcing its staffing, providing essential office rehabilitation and office equipment, and establishing south-south twinning arrangements with relevant institutions to build up capacity in program management and accreditation.
2. Providing support to enable SENAREC design and manage a quality control and accreditation mechanism to assess among others the capabilities of the Training Centres as well as other programs providing training to the Recipient's public administration in results based management, public financial management, procurement and human resources.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall maintain, throughout the implementation of the Project, an Economic Commission of the Government (ECOREC), including high-level representatives of the relevant ministries, with terms of reference, composition and resources satisfactory to the Association, which shall, among other functions, be responsible for providing overall strategic guidance for the Project.
2. The Recipient shall establish by not later than three (3) months after the Effectiveness Date and thereafter maintain throughout the implementation of the Project, an inter-ministerial technical coordination committee (ITCC), with terms of reference, composition and resources satisfactory to the Association, which shall be responsible for providing overall support to the ECOREC's activities under the Project and the validation of Annual Work Plans and related budgets of the Project at the national level.
3. The Recipient's provincial Ministry of Planning and provincial Ministry of Finance will ensure in each selected province the monitoring of the activities carried out at the provincial level under Parts A, C and D and Part B respectively.
4. The Recipient shall maintain SENAREC throughout implementation of the Project, with terms of reference, composition and resources satisfactory to the Association, which shall be responsible for, among others: (a) day-to-day financial management of Parts A, C and D of the Project, including management of the Designated Account for Parts A, C and D of the Project; (b) oversight of all technical, administrative, financial, social, and environmental matters relating to the implementation of Parts A, C and D of the Project; (c) monitoring and evaluation of activities under Parts A, C and D of the Project; (d) carrying out of the procurement activities under Parts A, C and D of the Project; and (e) managing any auditing of the Project and Training activity carried out under Parts A, C.2 and D of the Project and preparing consolidated progress reports for the Project.
5. The Recipient shall maintain COREF throughout implementation of the Project, with terms of reference, composition and resources satisfactory to the Association, which shall be responsible for, among others: (a) day-to-day financial management of Part B of the Project, including management of the Designated Account for Part B of the Project; (b) oversight of all technical, administrative, financial, social, and environmental matters relating to the implementation of Parts B of the Project; (c) monitoring and evaluation of activities under Part B of the Project; (d) carrying

out of the procurement activities under Parts B.1 of the Project, and (e) managing any Training activity carried out under Part B.1 of the Project.

6. BCECO will provide technical assistance related to capacity building in the area of procurement and financial management to SENAREC and procurement to COREF respectively under a technical assistance agreement to be entered into between SENAREC and BCECO and COREF and BCECO respectively, under terms and conditions satisfactory to the Association.
7. ARMP will be in charge of carrying out the procurement activities under Part B.2 of the Project and any related Training activity.

B. Annual Work Plans

1. The Recipient shall prepare, through SENAREC, under terms of reference acceptable to the Association, and furnish to the Association not later than November 30 each year throughout the implementation of the Project, a consolidated plan of activities proposed for inclusion in the Project for the forthcoming Fiscal Year, together with a budget for such activities and a timetable for their implementation (the Annual Work Plan).
2. The Recipient shall exchange views with the Association on such proposed plan not later than December 15 each year throughout the implementation of the Project, and shall thereafter adopt, and carry out such plan for such following Fiscal Years shall have been approved by the Association and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the Association.
3. Except in accordance with such Annual Work Plan as shall have been approved by the Association, no activities shall be eligible for inclusion in the Project and financing out of the proceeds of the Financing.

C. Manual

1. Except as the Association shall otherwise agree, the Recipient shall carry out the Project in accordance with the Project Implementation Manual (PIM) satisfactory to the Association, including the Project Financial and Accounting Manual (PFAM) and the Anti-Corruption Plan, also satisfactory to the Association, and except as the Association shall otherwise agree, not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision of either one thereof, without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

D. Anti-Corruption

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

E. Sub-projects

1. For the purposes of Part C.1 of the Project, the Recipient, through SENAREC, shall make Sub-grants available to selected Training Centers on the following terms and conditions:

- (a) To be eligible for a Sub-grant, the proposed Training Center shall be required to demonstrate to the satisfaction of the Recipient and the Association on the basis of an assessment (including any assessment and any plan that may be required pursuant to the Anti-Corruption Plan and the Annual Work Plans) and a proposal action plan that the following eligibility criteria and such additional criteria as are set forth in the PIM, have been met including: (i) the Sub-project is technically, economically and financially feasible and sound; (ii) the Training Center has the legal and organizational, managerial and financial capacity to carry out the Sub-project in the Recipient's territory; (iii) a description of the functions to be undertaken by such Training Center which are eligible for financing and within the implementation period of the Project; (iv) dated objectives to be attained and performance indicators; (v) financial and procurement methods to be used to procure services under the activities to be carried out under the Training Center; and (vi) a detailed description of activities in a form of a plan for the carrying out of activities for Parts C.1 of the Project by the Training Center; and

- (b) each Sub-grant shall be made available under an agreement between SENAREC, and the Training Center on terms and conditions satisfactory to the Association (the "Sub-project Agreement"), which shall include the following:

- (i) the consultant services related to a Sub-project that may be financed out of the proceeds of the associated Sub-grant;
- (ii) the Sub-grant shall be made on a non-reimbursable grant basis for an amount up to \$275,000 equivalent;
- (iii) SENAREC shall obtain rights adequate to protect the Recipient's interests and those of the Association, including the right to:

- (A) require each Training Center to:

- (1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, social and labor standards and practices satisfactory to the Association, including in

accordance with the provisions of the Anti Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient and any assessment and plan that may be required pursuant to the PIM, Anti-Corruption Plan and the Annual Work Plans, and maintain adequate records thereof;

- (2) provide promptly, as needed, the resources required for the purpose;
 - (3) procure the services to be financed out of the Sub-grant in accordance with the provisions of this Agreement and the PIM;
 - (4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (5) (i) maintain a financial management system and prepare financial statements in accordance with standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (6) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents;
 - (7) prepare and furnish to the Recipient and the Association all such information, as the Recipient or the Association shall reasonably request relating to the foregoing; and
 - (8) promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Sub-project, or the performance by the Training Center of its obligations under the Sub-project Agreement; and
- (B) suspend or terminate the right of the Training Center to use the proceeds of the Sub-grant, or obtain a refund of all or any amount of the Sub-grant then withdrawn, upon the failure by such Training

Center to perform any of its obligations under the Sub-project Agreement.

2. The Recipient, through SENAREC, shall exercise its rights and carry out its obligations under each Sub-project Agreement in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing, and, except as the Association shall otherwise agree in writing, the Recipient, through SENAREC, shall not assign, amend, abrogate or waive any of the Sub-project Agreements, or any provision thereof.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty five days after the end of the period covered by such report.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain 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 as part of the Project Report as part of Project Reports, 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 was made under the Preparation Advance for the Project. 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.
4. The Recipient shall not later than three (3) months following the Effective Date:
 - (a) appoint an internal auditor under terms and conditions satisfactory to the

Association, (b) appoint an external auditor under terms and conditions satisfactory to the Association; and (c) acquire and install the accounting software for COREF and SENAREC.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

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

Procurement Method
(a) <i>National Bidding</i>
(b) <i>Direct Contracting</i>
(c) <i>Shopping</i>

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) <i>Consultants' Qualification</i>
(b) <i>Single Source Selection</i>
(c) <i>Individual Consultants</i>

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. 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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consultants' services, including Training and audits, and Operating Costs for Part A of the Project	2,800,000	100%
(2) (a) Goods, and consultants' services, including Training and audits, and Operating Costs for Part B.1 of the Project	2,300,000	100%
(b) Goods, works, consultants' services, including Training and audits, and Operating Costs for Part B.2 of the Project	2,300,000	
(3) Sub-grants for Part C.1 (a) of the Project	1,400,000	100%
(4) Goods and works for Part C.1 (b) of the Project	6,300,000	100%
(5) Goods and consultant services and Operating costs for Part C.2 and D	3,600,000	100%
(6) Refund of Preparation Advance	500,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	19,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, and under Category 2 (b) unless the Recipient has provided evidence satisfactory to the Association that the capacity of ARMP to manage procurement activities under Part B.2 of the Project with terms of reference and resources satisfactory to the Association.
2. The Closing Date is September 15, 2016.

APPENDIX

Section I. Definitions

1. “Annual Work Plan” “means each work plan approved by the Association under Section I.C of Schedule 2 to this Agreement for inclusion in the Project.
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 and revised in January 2011.
3. “Anti-Corruption Plan” means the Recipient’s anti-corruption action plan to be adopted by the Recipient, pursuant to Section 5.01 (a) of this Agreement and Sections I.C.1 and I. D of Schedule 2 thereto, which sets forth the measures and actions to be taken during implementation of the Project with respect to disclosure, civil society oversight, collusion mitigation, mitigation of forgery and fraud, complaints handling and sanctions and remedies.
4. “ARMP” means the Recipient’s regulatory body in charge of procurement (*Autorité de Régulation des Marchés Publics*) established pursuant to Decree n°10-21 dated June 2, 2010.
5. “BCECO” means ‘*Bureau Central de Coordination*’, the fiduciary management agency created pursuant to the Recipient’s Presidential decree no. 039 dated August 8, 2001.
6. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. “COREF” means the Recipient’s Committee for the Orientation of the Public Finance Reform (*Comité d’Orientation des Réformes des Finances Publiques*), established pursuant to Interministériel Arrêté n°217/CAB/MIN/FINANCES/2009, n°549/CAB/MIN/PLAN/2009, et n°014/CAB/MIN/BUDGET/2009 dated August 17, 2009.
8. “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 and May 2010.
9. “ECOREC” means the Recipient’s Economic Commission of the Government established pursuant to Ordinance n°08/073 dated December 24, 2008 on the organization and functioning of government, practical modalities of collaboration between the President of the Republic and the Government as well as members of the Government.
10. “Fiscal Year” means the period from January 1 to December 31.

11. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
12. “ITCC” means the inter-ministerial technical coordination committee to be established pursuant to Section I.A.3 of Schedule 2 of this Agreement.
13. “Ministry of Finance” means the Recipient’s ministry in charge of finance, or its successor thereof.
14. “Ministry of Planning” means the Recipient’s ministry in charge of planning and coordination of project and development program or its successor thereof.
15. “Operating Costs” means the incremental expenses, based on annual budgets approved by the Association, incurred by the Recipient on account of Project implementation, management, and monitoring, including for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries and statutory contributions of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
16. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on December 2, 2009 and on behalf of the Recipient on December 21, 2009
17. “Procurement Code” means the Recipient’s law on public procurement adopted on April 27, 2010.
18. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006 and May 2010.
19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 4, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
20. “Program” means the national capacity building program (*Programme National de Renforcement des Capacités – PRONAREC*) designed to address the capacity deficits in the Recipient’s public administration and adopted by the Recipient’s Government on December 14, 2010.
21. “Project Financial, Accounting and Administrative Manual” or “PFAAM” means the manual outlining the administrative, financial, accounting, disbursement and procurement arrangements for the implementation of the Project, as the same may be amended from time to time, and such term includes any schedules to the PFAM.

22. “Project Implementation Manual” or “PIM” means the manual outlining, inter alia, the institutional and operational arrangements for the implementation of the Project, including, inter alia, the Anti-Corruption Plan and the PAFAM, monitoring and evaluation arrangements of the Project, and the operational arrangements for the Sub-grants to be carried out by the Training Centers of, as the same PIM may be amended from time to time, and such term includes any schedules to the Project Implementation Manual.
23. “Project Manuals” means the PIM and the PFAM.
24. “SENAREC” means the public entity established within the Ministry of Planning to elaborate the Capacity Building Program and ensure the coordination of the capacity building activities in DRC pursuant to the Ministry of Planning Ministerial order No. 98 dated February 21, 1998.
25. “Sub-grants” means grants to be made out of the proceeds of the Financing to a Training Center to finance a Sub-project under Part C.1 (a) of the Project.
26. “Sub-project” means an activity financed or to be financed by the proceeds of the Grant for the purpose of Part C.1 (a) of the Project.
27. “Sub-project Agreement” means an agreement for the financing of a Sub-project made or proposed to be made by the Recipient, through SENAREC, to a Training Center to finance a Sub-project.
28. “Training” means the training of persons involved in Project-supported activities, based on annual budgets approved by the Association, such term including seminars, workshops, and study tours, and costs associated with such activity include 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; and
29. “Training Center” means the public and private higher education entities legally established within the Recipient’s territory, which is accredited and habilitated to provide educational services and training, in accordance with the Recipient’s laws and regulations, and which has been selected to receive Sub-grants and implement Sub-projects pursuant to the eligibility criteria the PIM and this Agreement.