



Science and Technology Education Post-Basic (STEPB) Project

Proposal Submission Form

This STEP-B PROJECT Proposal Submission Form is available at the National Project Secretariat

Please complete the Form (in duplicate) fully, clearly and send them to the National Project Secretariat Add an electronic (soft) copy.

Originating institution(s):

Project Name: _____

Total Amount Requested: USD _____

Programme component :

Component 1 – window

Component 2

Component 3 - window

Section 1: Contact Details

Main contact person:

Position: _____

Organisational unit(s): _____

Institution(s): _____

Mailing address: _____

City/Town: _____

Email address: _____

Office phone: _____ Office fax: _____

Home phone: _____ Cellular phone: _____

Alternative contact person: _____

Position: _____

Organisational unit(s): _____

Institution(s): _____

Mailing address: _____

City/Town: _____

Email address: _____

Office phone: _____ Office fax: _____

Home phone: _____ Cellular phone: _____

Section 2 Identification of Problem and Statement of Objectives:

1. Briefly analyse the particular problem that the proposal is designed to address in your department, cost centre, or institution. (a) What is the problem? (b) What has caused the problem? (c) How has the problem affected teaching, learning and/or management of activities in your department or institution?

2. Describe how you propose to address this problem.

3. What specific performance improvements (in teaching, learning or management) does this proposal seek to bring about in your institution?

4. State the particular innovation(s) that will be introduced by the proposal.

** Innovation is defined as “a new or different way of doing things that brings about improvement”.*

[Please see the Introduction to the STEP-B project Operational Manual of for additional information on innovation]

5. Describe how the new or improved ways of teaching, learning or management of programmes/activities stated can be achieved through this proposal.

7. Demonstrate how the expected accomplishments described in Questions 3 and 4 are related to specific objectives of STEP-B sub-project. Small Proposals must show a clear relationship with **at least one** specific objective.

6. What specific aspect of your institution's strategic plan will be addressed by this proposal?
(Provide appropriate references).

Section 3: Description of Activities

Describe in order of sequence all the activities that will be undertaken during the project, their purposes, and the ways in which they will interact. This should include, for instance, a description of new courses to be offered in the proposed programme; new types of awards these would lead to (SSCE, NCE, Diploma, Bachelors, Masters, and/or Doctorate degrees etc); the credentials, role, and length of stay of any visiting professors or technical experts; the contribution of any visiting professors; use of any requested pedagogic and library materials; and the role and expected use of any laboratory equipment requested.

Activity 1: _____
* An Activity is explained as actions or steps with clearly defined start and end points. The end of an activity becomes a milestone. A Small Proposal should, ideally, have not more than two milestones

Describe in detail what this activity entails:

How will this activity improve teaching, learning or management in your department or institution(s)?

Activity 2: _____

Describe in detail what this activity entails:

How will this activity improve teaching, learning or management in your department or institution(s)?

Activity 3: _____

Describe in detail what this activity entails:

How will this activity improve teaching, learning or management in your department or institution(s)?

Activity 4: _____

Describe in detail what this activity entails:

How will this activity improve teaching, learning or management in your department or institution(s)?

Section 4: Statement of Context:

This section should provide a brief summary of any related programmes/activities undertaken in your institution or in other institutions. It should explain the extent of the similarities and differences with these existing programmes, how they will address similar or different needs, and any collaboration, complementarity, or resource-sharing that may be possible.

Related Programme (name + institution)	
Similarities:	
Differences:	
Complementarities:	
Collaboration/ Resource Sharing:	

Expand table as necessary

Section 5: Use of Existing Institution Resources by the Proposal

List existing relevant resources in your department, unit or institution that will be used in the project. These may be special equipment, existing labs, library collections or journal subscriptions, available human resources from other departments, etc. These will be important for judging the proposal's potential contribution to efficiency improvement.

Resource	Currently used for and by	Proposed Project Use

Section 6: Progress Indicators

Provide progress indicators for monitoring the implementation of the main activities you listed . The final completion of each activity will constitute a “milestone” . These milestones will become part of the Performance Agreement for funding and will determine the schedule for disbursement of approved funds. If any activity involves training, complete Section 11.

Activity 1:			
Progress Indicators:	Phase One *	Phase Two	Final Phase (Milestone 1)
Activity 2:			
Progress Indicators:	Phase One	Phase Two	Final Phase (Milestone 2)
Activity 3:			
Progress Indicators:	Phase One	Phase Two	Final Phase (Milestone3)
Activity 4:			
Progress Indicators:	Phase One	Phase Two	Final Phase (Milestone 4)

(Use additional rows if needed)

*Phase is used here to describe a stage/segment of an activity with a time dimension.

Section 7: Outcome (Results) Indicators for measuring the effect/impact of STEP-B SUB-Project Proposals

Please think carefully about how you would measure the outcome (result) of the innovation you described, Question 4, on the problem you outlined in Section 2, Question 1. How will you determine whether teaching, learning or management in your department, unit or institution has actually improved as the result of carrying out your proposal? Clearly state the outcome (result) indicator(s) for your project in the space below. The outcome (result) indicator(s) should measure the performance improvement targeted in your response. Bear in mind that an outcome (result) indicator should be substantiated by empirical evidence of some kind (e.g., examination, scores, pass rates, measurable increase in competency, number of graduates, etc.) and not rely solely on personal judgment.

Activity:	Expected Outcome(Result)	Indicators of Outcome (Result)	Means of Measurement / Verification
Activity:	Expected Outcome(Result)	Indicators of Outcome (Result)	Means of Measurement / Verification
Overall Project:	Expected Outcome (Result) by the end of the project	Indicators of Outcome (Results) / Impact	Means of Measurement / Verification of outcome(Results)/Impact
<i>Expand table as necessary</i>			

Section 8: Budget Proposal/Justification of Expenditure:

Provide **a detailed list of all budget items** along with a statement of their purpose and a teaching, learning, or management related justification for their inclusion in the proposal. The estimated cost of each item should be given in Naira for expenditures to be made within Nigeria (e.g., local training), and in US dollars for expenditures that will be made outside of Nigeria (e.g., importation of teaching equipment). Equipment purchases should include detailed generic specifications. Group smaller items according to their purpose and provide the corresponding information. For instance, laboratory consumables and minor lab equipment may be grouped together and given a single justification. **Add additional lines as needed.**

Note: The total dollar value of the proposal should be inserted in the appropriate space at the top of page 1. Approved expenditures in Naira will be disbursed to the STEP-B Project account in the tertiary institution.

Activity	List all Items that are required to carry out each activity in Section 3	Provide justification for the requests (explain their purpose and how they will be used)	Cost Naira	Cost US\$
	<i>(add additional lines as needed)</i>			
		Total		
		Exchange rate		
		Dollar equivalent of Naira total		
		Total value of Proposal budget in US Dollars		

Section 9: Financial Plan/ Performance Milestone Payment
(Schedule of Disbursements)

Use the performance milestones for each activity from the Final Phase column of Section 6 to define a schedule of funding disbursements for your approved proposal and insert them in the places indicated. Also calculate the funding you will need in Naira and in foreign exchange to achieve each milestone, and enter it in the place indicated. The schedule of disbursement should be consistent with your budget in section 8.

Notes:

¹ Naira amounts are for expenditures to be incurred in Nigeria and will be disbursed to the institution's STEP-B Project account.

² US dollar amounts are for expenditures in foreign exchange and will be paid by the STEP-B Project Unit on the basis of invoices approved by either the Entity Head or Entity Tender Committee and submitted to the STEP-B Unit for payment.

	Naira(=N=) ¹ <u>Amount</u>	U.S. Dollar (\$) ² <u>Amount Reserved for Proposal</u>
<i>Disbursement #1:</i> After award and upon Signing of Performance Agreement.	[amount needed to achieve #1]	[amount needed to achieve #1]
<i>Disbursement #2:</i> (Insert progress indicator for Phase 3 of Activity 1 from Section 3.)	[amount needed to achieve #2]	[amount needed to achieve #2]
<i>Disbursement #3:</i> (Insert progress indicator for Phase 3 of Activity 2 from Section 3.)	[amount needed to achieve #3]	[amount needed to achieve #3]
<i>Disbursement #4:</i> (Insert progress indicator for Phase 3 of Activity 3 from Section 3.)	[amount needed to achieve #4]	[amount needed to achieve #4]
<i>Total</i>		

Section 10: Procurement Plan – Goods, Equipment and Minor Civil Works

1	2	3	4	5	6
ITEM	QUANTITY	BUDGETED AMOUNT	PROCUREMENT METHOD	PRIOR / POST REVIEW	INITIATING UNIT
(Add as many additional lines as needed)					

Instructions:

- Column 1: Precise description of item to be procured.
- Column 2: Number of this item required.
- Column 3: Reliable cost estimate for the total quantity of this item.
- Column 4: Method: (a) local shopping; (b) international shopping; (c) selective bidding; (d) national competitive bidding; (e) international competitive bidding; (f) sole source. The procurement method is determined by the value of the contract and the extent to which alternative suppliers exist.
- Column 5: Prior review – World Bank written no-objection required before proceeding with tender; Post review – World Bank review after award of contract. The type of review required is determined by the method of procurement.
- Column 6: Name of institutional unit that is submitting this proposal.

Section 10: Procurement Plan – Consultancy Services

1	2	3	4	5	6
DESCRIPTION OF SERVICE	BUDGETED AMOUNT	LUMP SUM CONTRACT (yes / no)	PROCUREMENT METHOD	PRIOR / POST REVIEW	INITIATING UNIT

Instructions:

- Column 1: Precise description of service to be performed.
- Column 2: Reliable estimate of likely cost of this service.
- Column 3: A lump sum contract is for a fixed amount a non-lump sum contract varies according to time spent or effort made.
- Column 4: Method: (a) Quality and Cost Based Selection; (b) Comparison of Qualifications; and (c) Least Cost Selection. The procurement method is determined by the characteristics of the service required and the value of the contract.
- Column 5: Prior review – World Bank written no-objection required before proceeding with tender; Post review – World Bank review after award of contract. The type of review required is determined by the method of procurement and the value of the contract.
- Column 6: Name of institutional unit that is submitting this proposal.

Provide Terms of Reference (TOR) for all consultancy assignments

Section 13: Statement of Relevant Credentials of Key Project Participants:

Provide a brief description of relevant academic qualifications, pertinent professional experience, relevant publications, and current positions and responsibilities of key staff to be involved in the project. (Abridged curriculum vitae of not more than a page per participant to be attached in Section 17).

Name	Academic credentials (with date)	Brief relevant professional Experience	Current position	Relevant publications (not more than four)	Proportion of project time (%)

(U

Section 15 Statement of Institution Co-financing Support and Project Endorsement

(To be signed by the Head of the Institution/Faculty/ School)

I, _____ PSE/ES/Vice-Chancellor/Provost/Principal/Dean/Director endorse this project proposal and I am fully committed to its successful implementation. To this end, the resources listed below will be provided in support of the proposal in accordance with its implementation schedule.

Institution Co-financing Commitment during Project Implementation (must equal at least 10% of grant requested)

Item	Quantity/Amount	Estimated Cost/Value (Naira)
Staff Time:		
Position A		
Position B		
(etc.)		
Buildings/Facilities:		
Facility A		
(etc.)		
Maintenance Costs		
Laboratory Technicians		
Other Overhead Costs		
Student Scholarships:		
Doctoral		
Masters		
Undergraduate		
<i>Total</i>		

PSE/ES/Vice-
Chancellor/Provost/Principal/Dean/Director

Date

Section 16: Signatures

Name and signature of Head of Department

Date

**This Proposal has been reviewed and cleared by the Technical Review Committee
(Please attach a completed Proposal Scoring Form to each approved Small Proposal)**

Chairman, TRC

Date

Section 17 Abridged Curricula Vitae

Please attach here the abridged CV's (not more than a page per participant) for all members of the Proposal Implementation Team.

Submission Form Supplement for Entrepreneurial Projects

Name of Partnership firm:

Basic Characteristics of the Firm:

Number of Employees:

Main products:

Revenues:

Area of Proposed Collaboration:

Business Plan for Area of Proposed Collaboration (*optional*):

Detailed Description of Project Activities:

Implementation Schedule for Activities:

Budget:

Firm's Contribution toward Cost of Activities:

Expected Benefits from the Collaboration:

Cash Flow and Cost/Benefit Analysis:

Expected Non-Cash Benefits:

GUIDELINES FOR REVIEWERS

All reviewers will be provided with a copy of the Operational Manual of STEP-B Project and a Proposal Scoring Form. Reviewers are advised to familiarize themselves with the contents of these documents since these will assist them in their reviews and scoring.

Reviewers will judge proposals on the set of criteria listed below on a five-point scale for each category, where “5” is excellent (highest score); “4” – very good; “3” – acceptable; “2” – questionable; and “1” – unsatisfactory.

Details of the expectations in each criterion and corresponding grades for each category are given below. Reviewers are expected to be familiar with this schedule and refer to it in their scoring.

1. Academic Excellence

Score	Proposal Characteristics
5	Highest internationally comparable level of teaching/management; cutting edge in subject matter and pedagogic methodology.
4	Very good academic quality; very up-to-date and relevant subject matter and pedagogy.
3	Acceptable subject matter and pedagogy.
2	Subject matter and pedagogy insufficiently developed.
1	Inadequate coverage or treatment of subject matter; poor pedagogy.

Score: _____

2. Technical Quality

Score	Proposal Characteristics
5	All aspects of the proposal are coherent and fully thought through; all elements of the design are well integrated; research activities well matched to courses and teaching; likelihood of success is high; all relevant information is included and explained in the proposal; budget matches project needs; items to be acquired are necessary for the project.
4	The project is well conceived and explained; activities are likely to lead to expected outcomes; all critical information included; research activities linked to teaching; budget and equipment are appropriate.
3	Design and planning are adequate, activities are matched to objectives; most critical information has been included in the proposal; contains appropriate research activities; budget is in line with project scope.
2	Project design not closely linked to objectives; project information missing; research objectives unrelated to goals; budget not matched to needs.
1	Design unrelated to objectives; research activities, equipment and budget not appropriate.

Score: _____

3. Relevance to Nigeria

Score	Proposal Characteristics
5	The project focuses squarely on an immediate priority need of Nigeria; the project may lead to new solutions to problems of immediate concern to Nigeria and the institution.
4	The project will address a problem of obvious national or institutional importance to Nigerian society.
3	The project will strengthen a field that is under-developed in the Nigerian Science and Technology Post-Basic education system.
2	The Proposal is only weakly concerned with the relevance of the project to the Nigerian situation.
1	The project is not relevant or appropriate to Nigerian education system and society.

Score: _____

4. Practical Skills Development

Score	Proposal Characteristics
5	Project proposal will produce graduates with skills that are demanded by the labour market and/or equip students and graduates with an increased level of competencies.
4	Project proposal will equip graduates with some improved skills and greater flexibility in adapting to workplace demands and environment.
3	The project proposal contains a modest degree of general skills acquisition activities.
2	The proposal contains few skills development activities.
1	The project contains no skills development activities.

Score: _____

5. Efficiency

Score	Proposal Characteristics
5	The proposal will greatly enhance the capacity of the institution to manage resources more efficiently and effectively.
4	The proposal will enhance the capacity of the institution to manage resources more efficiently and effectively.
3	The proposal will somehow enhance the capacity of the institution to manage resources more efficiently and effectively.
2	The proposal may marginally contribute to efficiency; increased graduation rates or revenue generation.
1	The proposal will lead to none of the above objectives.

Score -----

6. Innovation

Score	Proposal Characteristics
5	Extremely innovative, new project which could be imitated if successful with important implications for teaching impacts in the Nigerian education system.
4	Substantially innovative, likely to have a demonstration effect on its institution.
3	Moderately innovative, may have some demonstration effect on its department.
2	Only a few minor innovative aspects.
1	Not at all innovative

Score: _____

7. Increased Access

Score	Proposal Characteristics
5	The proposal will provide greater access to different types of students to academic programmes without compromising academic quality.
4	The proposal will lead to greater access but may reduce academic quality marginally.
3	The proposal may lead to modest gains in access.
2	The proposal has marginal elements that might lead to small gains in access.
1	The proposal has no potential to increase access or to encourage women's employment into academic positions.

Score: _____

Total Score: _____

Recommended for approval without conditions (26 – 35 total points)

Give reasons for the decision on a separate sheet

Recommended for approval with conditions (26 – 35 total points)

Specify the conditions that must be satisfied before funding can be released on a separate sheet

Return for improvement and re-submission (15 – 25 total points)

Describe in detail the improvements that must be made on a separate sheet

Not recommended (7 – 14 total points)

Please give reasons for the decision on a separate sheet .

****20.0**

PERFORMANCE AGREEMENT

FEDERAL MINISTRY OF EDUCATION (FME)

(WORLD BANK CREDIT:)

PERFORMANCE AGREEMENT

Between

Federal Ministry of Education

And

..... [Name of institution].....

Agreement No:

Title of Sub-Project:

Total Grant Amount:

Date:

**PERFORMANCE AGREEMENT
FOR THE IMPLEMENTATION OF
TEACHING AND LEARNING INNOVATION FUND**

THIS PERFORMANCE AGREEMENT IS ENTERED INTO THIS day of 20 BETWEEN THE Federal Ministry of Education acting by and through its duly authorized representative (hereinafter referred to as "PARTY A") of the one part AND (Name of the Department/School/Faculty/Unit from which the proposal originates) acting by and through its duly authorized representative, of the other part, WHEREBY IT IS AGREED AS FOLLOWS:

- (a) Pursuant to the Development Credit Agreement signed on the date of May 22, 2007 between the International Development Association – World Bank (WB) and the Republic of Nigeria;
- (b) Pursuant to the Operational Manual on the implementation of the Teaching and Learning Innovation Fund (STEP-B) approved by the FEDERAL MINISTRY OF EDUCATION (FME) and the Minister of Education.;
- (c) Pursuant to Decision No.on awarding grants to the successful applicants for STEP-B awards dated and
- (d) Based on the requirements and capacities of the three parties to this Agreement, the said parties shall undertake a co-operative venture to finance and implement the *(sub-project title)* at the *(name of institution)* in accordance with the terms and conditions stipulated in the following clauses:

On this date, *[date]*, in Abuja, Nigeria.

The three parties:

1. Party A:

Federal Ministry of Education

Address:

Tel:

Fax:

Authorized by:

Position:

Bank Special Account Number:

2. Party B:

[Name of institution]

Address:

Tel:

Fax:

Bank Account Number:

Represented by:

Position:

3. Party C:

Proposal Originator:

Represented by:

Address:

Tel:

Fax:

Email:

Sub-project title: ***“[proposal name]”***

Agreement No: _____

The three parties have agreed to enter into this Performance Agreement to undertake a cooperative venture to finance and implement the *[sub-project title]* at the *[name of institution]* with the provisions and conditions described in the following clauses:

Clause 1

ASSIGNMENT AND SCOPE OF WORK

- 1.1. PARTY A, in its capacity as the FEDERAL MINISTRY OF EDUCATION and supervisor of the STEP-B Implementation Unit .
- (a) awards a grant to PARTY B to carry out the STEP-B, Sub-project submitted by PARTY C in accordance with the provisions of this Performance Agreement. The contents of the Sub-project assignment are described in the STEP-B Project, Operational Manual approved by the FEDERAL MINISTRY OF EDUCATION and the World Bank;
 - (b) confirms that the Sub-project Proposal which is attached to this agreement, serves as the Terms of Reference for the STEP-B, Sub-project assignment, and forms an integral part of this legal agreement;
 - (c) approves the Sub-project implementation plan (Section 12) submitted by PARTY C;
 - (d) will monitor, review, and evaluate PARTY B's administration and PARTY C's implementation of the Sub-project assignment with respect to the scope of work; and
 - (e) undertakes grant awarding procedures to Party B which conform to the provisions and conditions in this Performance Agreement, Development Credit Agreement, STEP-B, Accounting Manual, and the STEP-B Operational Manual.
- 1.2. PARTY B, in its capacity as the sponsoring institution for the approved STEP-B Sub-project proposal:
- (a) accepts the grant awarded by PARTY A for PARTY C to carry out the Sub-project;
 - (b) implements the Sub-project through the indicated Sub-project management team (PARTY C) and shall be responsible for providing to PARTY C, promptly as needed, the funds, facilities, services and other resources required for the Sub-project and assuring sustainability of the Sub-project throughout the implementation of this Agreement.
- 1.3 PARTY C, in its capacity as originator and implementer of the approved STEP Sub-project proposal:
- (a) implements the Sub-project with due diligence and efficiency, and in accordance with sound educational, scientific, technical, financial, and managerial standards and practices, aimed at achieving the objectives of STEP-B Project within the strategic framework of the institutions and satisfactory to the International Development Association; and is

responsible for reporting on the Sub-project implementation to PARTY A as stipulated in this Agreement;

- (b) is responsible for providing to PARTY A the following Sections: Section 9 (Financial Plan), Section 12 (Implementation Plan), Section 10 (Procurement Plan), and Section 11 (Training Plan) acceptable to PARTY A. Such information provided by PARTY C will form an integral part of this Agreement. Any authorized modifications to these Forms will likewise form an integral part of this Agreement.

Clause 2

TIME FRAME

- 2.1. This Agreement remains valid throughout the time specified in the Sub-project Implementation Plan. The Sub-project will be carried out within [XX] months, as specified in the Sub-project proposal. The implementation time begins from the date of the signing of this Performance Agreement.
- 2.2. If the implementation of the Sub-project is delayed for any reason, PARTY C must inform PARTY A and PARTY B in writing the reasons for the delay, and if necessary request an extension of the time allowed for implementation. PARTY C should not exceed the time period specified above, unless so authorized in writing by PARTY A.

Clause 3

RESPONSIBILITIES OF PARTY A

- 3.1. Evaluation of the Sub-project implementation performance of PARTY B and PARTY C will be made through reports required under Clause 4, which shall be quarterly in the case of financial reports and every six months in the case of progress reports. Such evaluation will be undertaken by PARTY A at the end of each phase of the Sub-project.
- 3.2. During the life of the Sub-project, PARTY A or its authorized representative may inspect at any time: goods and work sites under the sub-project, and any relevant documents and records for purposes of monitoring Sub-project implementation or conducting financial or technical audits (with or without representatives of the International Development Association).
- 3.3. PARTY A is responsible for providing the grant amount to PARTY B in accordance with this Performance Agreement and for fully complying with the provisions and conditions regulated in this Agreement.

Clause 4

RESPONSIBILITIES OF PARTY B

- 4.1 PARTY B is responsible for maintaining adequate financial records and accounts which conform to the financial accounting and procurement procedures governing TALIF Sub-project implementation and to international financial standards and norms. PARTY B is responsible for maintaining adequate documentation, records and reports relating to the procurement of goods or services and employment of consultants and other relevant documents of the implementation of the Sub-project to enable PARTY A to acquire necessary information at any time, as required by PARTY A and the International Development Association for purposes of monitoring implementation of the Sub-project.
- 4.2. PARTY B is responsible for submitting to PARTY A a Final Financial Report on all the expenditures made over the entire period of the TALIF award (due within 30 days of the completion of all activities specified in this Agreement).

Clause 5

RESPONSIBILITIES OF PARTY C

- 5.1 PARTY C is responsible for the overall implementation and phasing of the Sub-project punctually in accordance with Section 12 (Implementation Plan) and following the procedures laid out in Section 9 (Financial Plan), Section 10 (Procurement Plan) and Section 11 (Training Plan).
- 5.2 PARTY C is responsible for submitting to PARTY A and PARTY B the following reports:
 - (a) Not later than April 10 and October 10 of each year, six monthly Implementation Reports on Sub-project performance (in the format as stipulated by PARTY A from time to time) covering each preceding calendar six-month period on procurement, training, disbursement and monitoring of the Sub-project performance indicators (template issued by Party A).
 - (b) A Completion Report summarising all the operations implemented and the results achieved over the entire period of the Sub-project (due within two months of the completion of all activities specified in this Agreement).

Clause 6

PROCUREMENT

- 6.1 PARTY A shall provide to PARTY B the financial accounting and procurement procedures governing S implementation which PARTY B shall strictly follow and be accountable for.
- 6.2 PARTY B is responsible for fulfilling the provisions and conditions in this Agreement.

Clause 7

FINANCE

A. Implementation Cost and Financing

- 7.1 The estimated total cost, excluding local taxes, of the Sub-project is USD _____, as approved by the Technical Review Committee.
- 7.2 Over the life of the Sub-project, PARTY A will provide to PARTY B a grant of up to USD _____ (Total Grant Amount), which represents 100% of the total cost of the Sub-project (of this amount, budget from IDA loan is USD _____, which represents 90%; and budget from Government accounts for USD _____, which represents 10%). PARTY A is not responsible for any tax liabilities arising from PARTY B's implementation of the Sub-project.
- 7.3 PARTY B is fully responsible for payment of all direct and indirect taxes and duties levied in respect of the Sub-project. Any funds provided by PARTY A to PARTY B cannot be used to pay any taxes or duties.**

B. Financial Management

- 7.4. PARTY B is responsible for opening and maintaining a separate STEP-B Naira bank account, at a branch of the [name] Bank, to be used solely for purposes of receiving and disbursing Government funds provided by PARTY A for the Sub-project. This Account shall be maintained in Ghanaian currency, must be used exclusively for funds received from PARTY A, and must not be used for funds from any other source. Payments from this STEP-B Special Account must be solely for the payment of eligible expenditures in accordance with the categories of eligible expenditure approved by PARTY A in accordance with this Agreement.

- 7.5 The financial records relating to the bank account referred to in Clause 7.4 above, and to the Sub-project income and expenditure accounts and book-keeping records described above, as well as the quarterly and annual financial reports described in Clause 4, may be subject to inspection by authorized independent auditors at any time, as required by PARTY A.
- 7.6 For the purposes of this Clause the following terms shall be used and applied in all cases including the settlement of disputes:
- (a) the term “eligible expenditure categories” means the categories set out below:
 - (i) Teaching equipment;
 - (ii) Instructional equipment;
 - (iii) Research equipment;
 - (iv) Classroom furniture;
 - (v) Computers and computer accessories;
 - (vi) scientific journals and textbooks;
 - (vii) Vehicles (mini-buses) required for field work;
 - (viii) Minor civil works to modify existing buildings;
 - (ix) Consumable materials;
 - (x) Short- and medium-term training for the professional development of academics, doctoral students, and administrators;
 - (xi) International consultants and visiting scholars from overseas;
 - (xii) Local consultants;
 - (xiii) Overseas fellowships and internships;
 - (xiv) Local fellowships and internships;
 - (xv) Overseas study tours;
 - (xvi) Local training;
 - (xvii) Institutional partnerships.
 - (b) The term “eligible expenditures” means expenditures in respect of the reasonable cost of goods and services required for the Sub-project and financed in accordance with the grant procedures of this Agreement with regard to the eligible Categories of the Sub-project; and
 - (c) The term “Performance Milestone Payment” means an amount stipulated in Section 9 (Financial Plan) that will be paid to PARTY B for use by PARTY C whenever specifically defined progress goals are achieved in the implementation of the Sub-project. This payment will be debited against the total grant payable under this agreement. It will be withdrawn from the Project Special Account maintained by PARTY A and deposited into the STEP-B Special Account maintained by PARTY B pursuant to Clause 7.4 of this agreement.

7.7 After PARTY A has received evidence satisfactory to it that PARTY B's STEP-B Special Account has been duly opened, disbursements to PARTY B shall be made as follows:

- (a) Milestone Payment 1 shall be made by FME as designated in Section 9, upon receipt of an original copy of this Performance Agreement that has been duly signed by all three parties. In effect, the signed Performance Agreement shall constitute the Sub-project's first request for payment.
- (b) Subsequent milestone payments will be made, in the amounts indicated, against the achievement of the implementation goals contained in Section 9.

A simple letter to the Minister of the FME, signed by PARTY B, attesting that the next consecutive performance milestone has been achieved by PARTY C, will constitute each successive request for payment under the Sub-project.

7.8 For each expenditure made by PARTY B out of its STEP-B Project Special Account on behalf of PARTY C, PARTY B shall, at such time as PARTY A shall reasonably request, furnish to PARTY A such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

7.9 For all expenditures from its STEP-B Special Account, PARTY B shall:

- (a) maintain or cause to be maintained records and accounts adequate to reflect such expenditures in accordance with sound accounting practices;
- (b) retain, until instructed otherwise by PARTY A, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (c) enable PARTY A's and the World Bank's representatives to examine such records.

7.10 Notwithstanding the provisions of Clause 7.8, PARTY A shall not be required to make further deposits into the STEP-B Special Account maintained by PARTY B:

- (a) if PARTY B shall have failed to furnish to PARTY A, within the period of time specified in Clause 4 of this Performance Agreement, any of the reports required to be furnished to PARTY A pursuant to said Clause;
- (b) Thereafter, withdrawal from the Project Special Account maintained by PARTY A of the remaining un-withdrawn amount of the grant under this Performance Agreement allocated to the eligible Categories for the Special Account maintained by PARTY B, shall follow such procedures as PARTY A shall specify by notice to PARTY B. Such further withdrawals shall be made only after and to the extent that PARTY A shall have been satisfied that all such amounts remaining on deposit in the STEP-B Special Account maintained by PARTY B as of the date of such notice will be utilised in making payments for eligible expenditures.

7.11 (a) If PARTY A shall have determined at any time that any payment out of the STEP-B Special Account maintained by PARTY B:

- (i) was made for an expenditure or in an amount not eligible pursuant to Clause 7.4 and 7.6; or
- (ii) was not justified by the milestone completion evidence furnished to PARTY A by PARTY B,

PARTY B shall, promptly upon notice from PARTY A:

- (i) provide such additional evidence as PARTY A may request; or
 - (ii) deposit into the STEP-B Special Account maintained by PARTY B (or, if PARTY A shall so request, refund to PARTY A) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless PARTY A shall otherwise agree, no further deposit by PARTY A into the STEP-B Special Account maintained by PARTY B shall be made until PARTY B has provided such evidence or made such deposit or refund, as the case may be.
- (b) If PARTY A shall have determined at any time that any amount outstanding in the TALIF Special Account maintained by PARTY B will not be required to cover further payments for eligible expenditures, PARTY B shall, promptly upon notice from PARTY A, refund to PARTY A such outstanding amount.
 - (c) PARTY B may, upon notice to PARTY A, refund to PARTY A all or any portion of the funds on deposit in the STEP-B Special Account maintained by PARTY B.
 - (d) Refunds to PARTY A made pursuant to Clauses 7.11 (a), (b), and (c) shall be credited to the Project Special Account maintained by PARTY A. Their subsequent withdrawal or cancellation shall be determined by PARTY A.

Clause 8

SUB-PROJECT ASSETS AND SERVICES

- 8.1 Goods and services purchased under this Performance Agreement shall be used exclusively for the purpose of carrying out the Sub-project.
- 8.2 All books and journals procured under the Sub-project must be registered in line with the coding system of the institution's library for overall management purposes.
- 8.3 All goods and equipment purchased under this Performance Agreement shall become the property of PARTY B and shall be registered in its inventory.

Clause 9

SUSPENSION AND TERMINATION

- 9.1 This Performance Agreement may be suspended or terminated prior to completion in the following cases:

- (a) PARTY B fails to comply fully with the regulations governing STEP-B implementation, the requirements of Development Credit Agreement, or responsibilities assigned under this Agreement. PARTY A, based on the level of violation by PARTY B, shall give a written decision on suspension or termination of this Agreement before completion.
 - (b) If delay in the STEP-B Sub-project implementation of PARTY B is due to unforeseen factors such as natural disaster or climatic conditions, earthquakes, fires, war, or any unexpected situations beyond human capacity, and these situations are certified to be the direct reasons for the delay or obstacle to the implementation of the Sub-project and PARTY B has tried alternatives to overcome these situations, the provisions and conditions regulated in this Clause may not be applied provided that PARTY B should inform PARTY A in writing, at most fourteen (14) days after the occurrence of such events, of the reasons and the applied alternatives, and should inform PARTY A as soon as possible after the situation has returned to normal.
9. 2 Delay or failure in the implementation of this STEP-B Sub-project due to mistakes, errors or negligence on the part of PARTY C will be taken into account in assessment of any future STEP-B Sub-project proposals submitted by PARTY B.

Clause 10

SETTLEMENT OF DISPUTES

- 10.1 Any dispute arising out of this Performance Agreement shall, if at all possible, be settled through consensus ensuring mutual benefits.
- 10.2 If the dispute cannot be resolved on the basis of consensus, the dispute shall be referred to arbitration/adjudication in accordance with the existing laws and regulations in Nigeria. The settlement decision shall be final and binding on all parties.**
- 10.3 Any fees and other related charges incurred in settlement of disputes shall be borne by the losing party.

Clause 11

OTHERS

- 11.1 The terms and conditions of this Performance Agreement may be reviewed at the request of either Party after the start of implementation of the STEP-B Sub-project. Any modifications of the contents of this Performance Agreement must be agreed upon by all Parties and in writing.

11.2 Any regulations relating to the Sub-project implementation not covered by this Performance Agreement shall be followed by the two parties in accordance with Development Credit Agreement and existing laws in Nigeria.

11.3 This Performance Agreement comes into effect and will be considered valid and binding on all parties on the date of signing by all parties.

Attached to this Performance Agreement are the Annexes referred to in Clause 1 of this Agreement which form an integral part of this Agreement.

IN WITNESS WHEREOF the duly authorized representatives of the parties hereto have hereunto set their hands the day and year indicated in the preamble to this agreement.

SIGNED FOR AND ON BEHALF OF PARTY A] (Details of the NCTE)] in the presence of:-]	Name, Signature & Title of Duly Authorized Representative of Party A
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SIGNED FOR AND ON BEHALF OF PARTY B (Details of the Institution)] in the presence of:-]	Name, Signature & Title of Duly Authorized Representative of Party B
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SIGNED FOR AND ON BEHALF OF PARTY C] (Details of the Dept./Faculty/School etc.) making the proposal in the presence of:-	Name, Signature & Title of Duly Authorized Representative of Party C
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