



PERÚ

Presidencia
del Consejo de Ministros

Consejo Nacional de Ciencia,
Tecnología e Innovación

Programa Nacional de
Investigación Científica y
Estudios Avanzados

"Decenio de la Igualdad de Oportunidades para Mujeres y Hombres"
"Año de la unidad, la paz y el desarrollo"

CONTRATO SOBRE ALIANZAS INTERINSTITUCIONALES PARA PROGRAMAS DE DOCTORADO – ETAPA II

"DOCTORADO EN CIENCIAS CON MENCIÓN EN FÍSICA"

CONTRATO N° PE501084296-2023-PROCIENCIA-BM

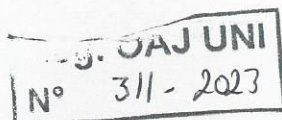
Conste por el presente documento que se emite, el Contrato que celebran de una parte por el **PROGRAMA NACIONAL DE INVESTIGACIÓN CIENTÍFICA Y ESTUDIOS AVANZADOS – PROCIENCIA**, en adelante denominado **"EL PROCIENCIA"**, con domicilio legal en la Calle Doménico Morelli N° 150 – Torre 2 – Piso 9, Distrito de San Borja, Provincia y Departamento de Lima; con RUC N° 20608551698, debidamente representado por el Director Ejecutivo **JUAN MARTÍN RODRÍGUEZ RODRÍGUEZ**, identificado con DNI N° 09469986, designado con Resolución de Presidencia N° 064-2021-CONCYTEC-P de fecha 22 de junio de 2021 y facultado para suscribir el presente contrato, según la Resolución de Presidencia N° 058-2021-CONCYTEC-P de fecha 09 de junio de 2021; y, conforme a lo dispuesto en el Manual de Operativo del Proyecto "Mejoramiento y Ampliación de los Servicios de CTI para Fortalecer el Sistema Nacional de Ciencia, Tecnología e Innovación", aprobado mediante Resolución de Dirección Ejecutiva N° 069-2022-PROCIENCIA-DE de fecha 11 de agosto de 2022; y, de la otra parte, **UNIVERSIDAD NACIONAL DE INGENIERÍA**, con RUC N° 20169004359, con domicilio en la Av. Túpac Amaru N° 210 (Km. 4.5 Tupac Amaru), Distrito del Rímac, Provincia y Departamento de Lima; debidamente representado por su Rector **PABLO ALFONSO LÓPEZ CHAU NAVA**, identificado con DNI N° 25331980, según consta en Resolución Rectoral N° 1353, de fecha 10 de noviembre de 2021, en adelante **LA ENTIDAD EJECUTORA**; en los términos y condiciones siguientes:

DE LA NATURALEZA DEL PROCIENCIA

CLÁUSULA PRIMERA.- EL CONCYTEC es un organismo público técnico especializado con personería jurídica de derecho público interno y con autonomía científica, administrativa, económica y financiera; constituye un pliego presupuestal y se encuentra adscrito a la Presidencia del Consejo de Ministros; es el ente rector del Sistema Nacional de Ciencia, Tecnología e Innovación Tecnológica (SINACYT) y el encargado de dirigir, fomentar, coordinar, supervisar y evaluar las acciones del Estado en el ámbito de la ciencia, tecnología e innovación tecnológica, conforme a lo dispuesto por Ley N° 28613 y el Decreto Supremo N° 067-2012-PCM.

El artículo 16° del Texto Único Ordenado de la Ley N° 28303, modificado por la Ley N° 30806, establece la creación del Fondo Nacional de Desarrollo Científico, Tecnológico y de Innovación Tecnológica (FONDECYT), como una unidad ejecutora del CONCYTEC, con patrimonio propio, encargado de captar, gestionar, administrar y canalizar recursos de fuente nacional y extranjera, destinados a las actividades del SINACYT en el país.

Mediante Decreto Supremo N° 051-2021-PCM publicado en el diario oficial El Peruano el 25 de marzo de 2021, se crea el Programa Nacional de Investigación Científica y Estudios Avanzados, sobre la base del Fondo Nacional de Desarrollo Científico, Tecnológico y de Innovación Tecnológica, al cual PROCIENCIA absorbe por fusión en calidad de entidad absorbente. PROCIENCIA se encuentra bajo la dependencia de EL CONCYTEC, ente rector del SINACYT.



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De conformidad con lo señalado en la Cuarta Disposición Complementaria Final del citado Decreto Supremo, el proceso de fusión concluye en un plazo no mayor de noventa (90) días calendario, contados a partir de la vigencia de dicha norma. Asimismo, de acuerdo con lo dispuesto en su Séptima Disposición Complementaria Final, culminado el proceso de fusión, toda referencia al Fondo Nacional de Desarrollo Científico y de Innovación Tecnológica – FONDECYT se entiende realizada a PROCIENCIA.

DE LOS ANTECEDENTES

CLÁUSULA SEGUNDA.- Mediante Decreto Supremo N° 054-2022-EF de fecha 30 de marzo de 2022, se aprobó la operación de endeudamiento externo entre la República del Perú y el Banco Internacional de Reconstrucción y Fomento - BIRF (Banco Mundial), hasta por US\$ 100'000,000 destinada a financiar parcialmente el Proyecto "Mejoramiento y Ampliación de los Servicios de Ciencia Tecnología e Innovación-CTI para fortalecer el Sistema Nacional de Ciencia, Tecnología e Innovación", el cual tiene como objetivo mejorar los servicios de ciencia, tecnología e innovación en áreas priorizadas y regiones del país

Con fecha 18 de mayo de 2022, la República del Perú suscribió el Contrato de Préstamo N° 9334-PE con el Banco Internacional de Reconstrucción y Fomento – BIRF (Banco Mundial), a fin de financiar el Proyecto "Mejoramiento y ampliación de los servicios de CTI para el fortalecimiento del Sistema Nacional de Ciencia, Tecnología e Innovación".

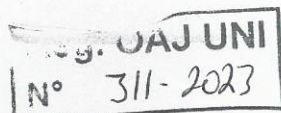
Se indica en el Contrato de Préstamo N° 9334-PE, Anexo 1 - Descripción del Proyecto, Parte 2, lo siguiente: *"El Desarrollo de capacidades para la generación de conocimiento en Áreas Estratégicas. 2. Alianzas institucionales para el fortalecimiento de capacidades de investigación, ciencia y tecnología. 2.1.1. Apoyar Alianzas Institucionales para el fortalecimiento de programas de doctorado en Áreas Estratégicas"*.

Mediante Resolución de Dirección Ejecutiva N° 069-2022-PROCIENCIA-DE de fecha 11 de agosto de 2022, se formalizó la aprobación del Manual Operativo del Proyecto "Mejoramiento y ampliación de los servicios de CTI para fortalecer el Sistema de Ciencia, Tecnología e Innovación", el cual se encuentra conformado por cuatro (4) componentes.

Mediante correo electrónico de fecha 29 de marzo de 2023, el Banco Mundial otorgó la No Objeción al Manual Operativo Específico y a las Bases correspondiente al Concurso de Alianzas Interinstitucionales para Programas de Doctorado, Cartillas, Anexos, Guía y modelos de contrato.

Con fecha 10 de abril de 2023, el Comité Directivo del Proyecto "Mejoramiento y Ampliación de los Servicios de CTI para Fortalecer el Sistema Nacional de Ciencia, Tecnología e Innovación", a través del acuerdo contenido en el Acta de la Séptima Sesión Extraordinaria, aprobó el Manual Operativo Específico y Bases del Concurso de Alianzas Interinstitucionales para Programas de Doctorado.

Con fecha 12 de abril de 2023, se expidió la Resolución de Dirección Ejecutiva N° 018-2023-PROCIENCIA-DE que, formaliza la aprobación efectuada por el Consejo Directivo del PROCIENCIA (Comité Directivo del Proyecto) del MOE, así como de las Bases y sus Anexos del Concurso E033-2023-01-BM denominado "Alianzas Interinstitucionales para Programas de Doctorado". Asimismo, se aprobó la Guía de Soporte, Seguimiento y Evaluación de Proyectos, en adelante, **LA GUÍA**, y dispuso la publicación, entre otros los modelos de contratos.



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Con fecha 10 de mayo de 2023 se expidió la Resolución de Dirección Ejecutiva N° 025-2023-PROCIENCIA-DE que, formalizó la aprobación efectuada por el Consejo Directivo del PROCIENCIA (Comité Directivo del Proyecto) de las modificaciones del MOE, así como la integración de las Bases y sus Anexos del citado concurso, en adelante **LAS BASES**.

Con fecha 23 de junio de 2023, se expidió la Resolución de Dirección Ejecutiva N° 034-2023-PROCIENCIA-DE que, formalizó los resultados de la Convocatoria del Esquema Financiero E033-2023-01-BM denominado "Alianzas Interinstitucionales para Programas de Doctorado" – Etapa I.

Con fecha 04 de diciembre de 2023, se expidió la Resolución de Dirección Ejecutiva N° 071-2023-PROCIENCIA-DE que formaliza los resultados de la Convocatoria del Esquema Financiero E033-2023-01-BM denominado "Alianzas Interinstitucionales para Programas de Doctorado" – Etapa II, siendo la **ENTIDAD EJECUTORA** seleccionada para el desarrollo del proyecto presentado, así como adjudicataria de los Fondos del Concurso.

DEL OBJETO

CLÁUSULA TERCERA.- El presente Contrato tiene por objeto que el **PROCIENCIA** otorgue a favor de **LA ENTIDAD EJECUTORA**, una subvención mediante recursos monetarios en la Etapa II de la convocatoria del Esquema Financiero N° E033-2023-01-BM, a fin de fortalecer las capacidades institucionales de universidades peruanas para la generación de conocimiento, formación de investigadores altamente calificados y consolidación de competencias de investigación en áreas estratégicas, para la ejecución del Proyecto denominado "*Doctorado en Ciencias con mención en Física*", en adelante **EL PROYECTO**; y así obtener los resultados esperados señalados en el numeral 1.3 de **LAS BASES** del Concurso Alianzas Interinstitucionales para Programas de Doctorado, en el marco del Proyecto "Mejoramiento y Ampliación de los servicios de CTI para el fortalecimiento del Sistema Nacional de Ciencia, Tecnología e Innovación".

DE LA VIGENCIA DEL CONTRATO, PLAZO DE EJECUCIÓN DEL CONCURSO Y CONTROL DE CAMBIOS

CLÁUSULA CUARTA.- El presente contrato tiene vigencia desde el día siguiente de su suscripción y termina con la aprobación del Reporte al Informe Final de Resultados (RIFR), elaborado por el Monitor del proyecto y visto bueno del Coordinador de la Sub Unidad de Soporte, Seguimiento y Evaluación del **PROCIENCIA** y que se formaliza con la emisión de Oficio o Carta emitido por el Responsable de la SUSSE del PROCIENCIA, conforme a lo establecido en los numerales 2.1 y 3.1.6 de **LA GUÍA**.

El plazo de ejecución del proyecto se inicia al día siguiente de ejecutado el primer desembolso por el PROCIENCIA (fecha de registro como girado) y culmina con el vencimiento del último hito del proyecto, según el Plan Operativo del Proyecto, conforme a lo establecido en el numeral 2.2 de **LA GUÍA**.

Excepcionalmente, en caso surja algún problema que afecte el cumplimiento del plazo de ejecución de **EL PROYECTO**, este podrá ampliarse a solicitud de **LA ENTIDAD EJECUTORA**, debiendo para ello seguirse lo señalado en **LA GUÍA**.



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Asimismo, en caso surjan cambios o mejoras que coadyuven al éxito del proyecto, se procederá de acuerdo a lo establecido en **LA GUÍA**. Estos cambios no implican una ampliación del presupuesto aprobado para el Proyecto.

Las partes acuerdan que las modificaciones vinculadas a aspectos técnicos del proyecto, cuya verificación se encuentre a cargo de la Sub Unidad de Soporte, Seguimiento y Evaluación de **PROCIENCIA**, y que impliquen una modificación de alguna de las cláusulas del presente contrato, no requerirán la emisión de adenda alguna al presente contrato, en concordancia con lo dispuesto en la Resolución de Dirección Ejecutiva N° 085-2022- PROCIENCIA-DE de fecha 12 de setiembre de 2022. En ningún caso este procedimiento habilita la modificación de las cláusulas del presente contrato de manera unilateral, siendo que la modificación planteada por una de las partes debe ser aceptada por la otra de manera expresa, de acuerdo a la forma y oportunidad que para ello establezca la citada Sub Unidad en el documento de gestión correspondiente.

DE LA SUBVENCION A OTORGAR

CLÁUSULA QUINTA.- El importe de la subvención que otorga oportunamente **PROCIENCIA** asciende a la suma de **S/ 13'984,168.00 (Trece Millones Novecientos Ochenta y Cuatro Mil Ciento Sesenta y Ocho y 00/100 Soles)**, será utilizado únicamente para financiar los rubros señalados en el numeral 2.3 de **LAS BASES**, y así cumplir con las actividades establecidas en el Plan Operativo del Proyecto.

Por otro lado, la contrapartida monetaria o no monetaria (valorizada) de la **ENTIDAD EJECUTORA**, asciende a la suma de **S/ 1'500,000.00 (Un Millón Quinientos Mil y 00/100 Soles)**, la cual será proporcionada con la prontitud necesaria, debiéndose observar las disposiciones establecidas en el numeral 2.3.1 de **LAS BASES**.

DEL DESEMBOLSO

CLÁUSULA SEXTA.- Los desembolsos a favor de **LA ENTIDAD EJECUTORA**, se realizarán en Soles y según los porcentajes establecidos en las Bases del concurso u otro mayor según disponibilidad presupuestal, según se establezca en el Cronograma de Desembolsos del Plan Operativo del Proyecto, de acuerdo a lo establecido en el numeral 2.3 de **LA GUÍA**.

DEL ABONO

CLÁUSULA SÉPTIMA. – PROCIENCIA realizará los desembolsos señalados mediante abono en una cuenta a nombre de titularidad de **LA ENTIDAD EJECUTORA**, en la entidad bancaria que corresponda, siguiendo el procedimiento regulado en la Ley de Presupuesto del año en curso.

DE LAS OBLIGACIONES

CLÁUSULA OCTAVA.- son obligaciones **DE LA ENTIDAD EJECUTORA** las siguientes:

1. Cumplir las normas establecidas por **EL PROCIENCIA** que se apliquen a la ejecución del Proyecto.
2. Cumplir con los objetivos y resultados esperados conforme a los numerales 1.2 y 1.3 de **LAS BASES** del concurso, así como los objetivos y resultados que se establezcan en el Plan Operativo del Proyecto.



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3. Con el desembolso recibido, cubrir estrictamente los rubros señalados en el numeral 2.3 de **LAS BASES**, dentro del plazo del presente contrato.
4. Proporcionar datos fidedignos desde la postulación del proyecto y durante la ejecución.
5. Informar a **EL PROCICIENCIA** mediante comunicación electrónica o escrita en un plazo no mayor de siete (07) días hábiles posteriores a ocurrencia de algún problema que afecte el cumplimiento de lo estipulado en el contrato. En ningún caso, implicará incremento de la subvención.
6. Participar en las reuniones que se le sean solicitadas por **EL PROCICIENCIA**.
7. Devolver a **EL PROCICIENCIA** los montos no rendidos de forma oportuna.
8. Hacer constar en forma y lugar visibles el patrocinio de CONCYTEC y de **EL PROCICIENCIA** en toda documentación relacionada a las actividades del proyecto, incluyendo afiches, trípticos, notas de prensa y avisos periodísticos, memorias o resúmenes de ponencias, posters, etc.
9. Participar en entrevistas, presentaciones públicas a invitación del **CONCYTEC** o de **EL PROCICIENCIA**.
10. Comunicar oportunamente a **EL PROCICIENCIA** sobre cualquier cambio técnico o financiero, que sea necesario realizar durante la ejecución del proyecto para su aprobación.
11. Brindar a **EL PROCICIENCIA** o **CONCYTEC**, cualquier información vinculada con la ejecución del proyecto que le sea requerida en cualquier etapa de ejecución del mismo y hasta cinco (05) años posteriores a la culminación de este.
12. Sujetarse a lo dispuesto en **LAS BASES** y demás documentos que forman parte integrante del presente contrato.
13. Será responsable de usar la subvención para satisfacer las tasas de inscripción y matrícula de los becarios.
14. Ejecutar la debida diligencia y eficiencia, y de conformidad con los estándares y prácticas tecnológicas, ambientales, sociales, innovadoras y científicas, incluidas las disposiciones respecto a las "Directrices para Prevenir y Combatir el Fraude y la Corrupción en Proyectos Financiados por Préstamos del BIRF y Créditos y Donaciones de la AIF, de fecha 15 de octubre de 2006 y revisadas en enero de 2011 y a 1 de julio de 2016, y las disposiciones pertinentes del Marco de Gestión Ambiental y Social, el Plan de Compromisos Ambientales y Sociales, los Procedimientos de Gestión Laboral, y el Plan de Gestión Ambiental y Social Pertinente".
15. Cumplir las disposiciones nacionales vigentes en materia de manejo ambiental y obtener los permisos y licencias ambientales de las autoridades competentes, cuando fuere necesario.
16. Proporcionar información relacionada a los objetivos, logros, indicadores y otros conexos, cuando ésta sea solicitada por **EL PROCICIENCIA**, obligación que se mantendrá incluso con posterioridad a la vigencia del presente contrato.
17. Mantener políticas y procedimientos adecuados que le permitan a **EL PROCICIENCIA** supervisar y evaluar, de conformidad con indicadores aceptables para el Banco Mundial, el progreso del proyecto y la consecución de sus objetivos.
18. Mantener un sistema de gestión financiera y preparar estados financieros de conformidad con normas de contabilidad aplicadas de forma coherente y aceptables para **EL PROCICIENCIA** y el Banco Mundial, de manera que reflejen adecuadamente las operaciones, los recursos y los gastos relacionados con el proyecto.
19. Preparar y proporcionar a **EL PROCICIENCIA** y al Banco Mundial toda la información que le solicite razonablemente en relación a los numerales anteriores.



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Además de las obligaciones establecidas en el presente contrato, **LA ENTIDAD EJECUTORA** asume los compromisos y responsabilidades establecidas en el Manual Operativo Específico, en **LAS BASES** y **LA GUÍA** correspondientes al Concurso de Alianzas Interinstitucionales para Programas de Doctorado.

LIBERACION DE RESPONSABILIDAD DEL PROCIENCIA

CLAUSULA NOVENA.- LA ENTIDAD EJECUTORA se responsabiliza por los compromisos contractuales que asuman con terceros. **EL PROCIENCIA** no asume ningún vínculo legal ni laboral con cualquier persona natural o jurídica con quien contrate **LA ENTIDAD EJECUTORA**.

FRAUDE Y CORRUPCIÓN

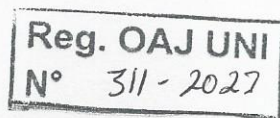
CLÁUSULA DECIMA.- De conformidad con la Cláusula 5.14 (Anti-Corrupcion) de las Condiciones Generales que forman parte integrante del Acuerdo de Préstamo: "El Responsable Técnico y la Entidad Solicitante deben implementar, y asegurar que cualquier recipiente del financiamiento implemente, las actividades relacionados con el objeto del contrato de conformidad con las disposiciones de las "Directrices para Prevenir y Combatir el Fraude y la Corrupción en Proyectos Financiados por Préstamos del BIRF y Créditos y Donaciones de la AIF", de fecha 15 de octubre de 2006 y revisadas en enero de 2011 y a 1 de julio de 2016".

DE LA RESOLUCIÓN DEL CONTRATO

CLÁUSULA DECIMA PRIMERA.- PROCIENCIA podrá resolver de pleno derecho el presente contrato ante el incumplimiento de cualquiera de las obligaciones, compromisos y responsabilidades establecidas en la Cláusula Octava, **LAS BASES** y **LA GUÍA**, previo informe de la Sub Unidad de Soporte, Seguimiento y Evaluación de **EL PROCIENCIA**; para lo cual se comunicará la resolución del contrato a **LA ENTIDAD EJECUTORA** mediante carta notarial conforme con las disposiciones del Artículo 1430° Código Civil.

En el supuesto de que **LA ENTIDAD EJECUTORA** como consecuencia de un caso fortuito o fuerza mayor debidamente acreditado, requiera dar por concluido el presente contrato, deberá solicitarlo de forma escrita a **EL PROCIENCIA** y proceder con la devolución del monto de la subvención no ejecutado. Con la opinión técnica de la Sub Unidad de Soporte, Seguimiento y Evaluación de **EL PROCIENCIA** respecto de la procedencia de lo solicitado y la determinación del monto a devolver, así como la opinión legal aplicable al caso, **PROCIENCIA** determinará la procedencia de lo solicitado.

De manera excepcional **EL PROCIENCIA** y solo en caso de no existir importe de la subvención por devolver, **PROCIENCIA** y **LA ENTIDAD EJECUTORA** podrán resolver el presente contrato de mutuo acuerdo, para lo cual será suficiente que las partes establezcan su decisión en un acta que contendrá las razones de dicho acuerdo, y la indicación expresa de no existir importe de la subvención por devolver, dicha acta deberá estar suscrita por ambas partes.



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Será de aplicación las causales y procedimientos establecidos numeral 4 y numeral 7.1 inciso a) de **LA GUÍA**¹, con respecto a la suspensión del Proyecto y resolución del contrato o convenio, en lo que no se oponga al presente contrato.

Asimismo, **EL PROCIENCIA** podrá suspender el derecho de **LA ENTIDAD EJECUTORA** a utilizar la subvención, y obtener el reembolso de la totalidad o parte del importe de la subvención otorgado, en caso de que **LA ENTIDAD EJECUTORA** incumpla cualquiera de sus obligaciones en virtud del presente contrato, de acuerdo a lo establecido en el numeral 3.1.3 de **LA GUÍA**².

DE LAS IMPLICANCIAS DE LA RESOLUCION

CLÁUSULA DECIMA SEGUNDA.— La resolución del presente contrato por las causas señaladas en el primer párrafo de la cláusula precedente, dará lugar a la devolución total del monto recibido, dicho importe deberá ser determinado por la Sub Unidad de Soporte, Seguimiento y Evaluación de **EL PROCIENCIA**. Además de la resolución contractual por dichos supuestos, **PROCIENCIA** podrá calificar a la **ENTIDAD EJECUTORA** como no apta para futuros financiamientos.

La devolución a que se hace referencia en el párrafo anterior incluirá los intereses de ley que se devenguen hasta la fecha en que **LA ENTIDAD EJECUTORA** efectúen el reembolso, conforme a lo establecido en el Código Civil, con excepción del supuesto señalado en el segundo párrafo de la cláusula precedente, caso en el cual la devolución del monto de la subvención no ejecutado no incluirá intereses.

EL PROCIENCIA sin perjuicio de resolver el presente contrato, podrá considerar a **LA ENTIDAD EJECUTORA** como no elegibles para futuras convocatorias.

DE LA PROPIEDAD INTELECTUAL

CLÁUSULA DECIMA TERCERA.- LA ENTIDAD EJECUTORA es responsable de adoptar las acciones que sean necesarias para dar cumplimiento a las normas aplicables sobre propiedad intelectual, según corresponda. En ese sentido, las Partes acuerdan respetar la normatividad vigente referente a los derechos de propiedad intelectual sobre los bienes tecnológicos, conocimientos, métodos, técnicas, metodologías de servicios, procesos y cualquier otro producto que se genere durante y como resultado de la ejecución, reconociéndose los derechos de propiedad intelectual de las entidades asociadas.

Asimismo, **EL PROCIENCIA, LA ENTIDAD EJECUTORA** convienen en respetar los dispositivos legales vigentes en el país, los acuerdos y convenios internacionales suscritos por el Perú.

Igualmente, **EL PROCIENCIA** reconocerá los acuerdos que establezcan los participantes del proyecto o programa sobre propiedad intelectual y derechos que se generen con el proyecto, en coherencia a las regulaciones de la Entidad Ejecutora. Cuando alguna de las entidades participantes lo soliciten, **EL PROCIENCIA** apoyará en la gestión de acuerdos de buena fe. Cuando corresponda, será obligatorio la suscripción de un acuerdo de buena fe sobre la propiedad intelectual de lo

¹ Guía de Soporte, Seguimiento y Evaluación de Proyectos, 7. Disposiciones Complementarias, numeral 7.1: "a) Para efecto de cambios o resoluciones de Contratos se requiere de la No Objeción del Banco Mundial".

² Ver numeral 3.1.3 de **LA GUÍA** referido a: "Visitas de Acompañamiento y Revisión de Avances del Proyecto".



Reg. OAJ UNI
Nº 311-2023



BICENTENARIO
DEL PERÚ
2021 - 2024



PERÚ

Presidencia
del Consejo de Ministros

Consejo Nacional de Ciencia,
Tecnología e Innovación

Programa Nacional de
Investigación Científica y
Estudios Avanzados

"Decenio de la Igualdad de Oportunidades para Mujeres y Hombres"
"Año de la unidad, la paz y el desarrollo"

generado con el proyecto o programa entre los participantes del proyecto, excepto **EL PROCIENCIA**, durante la ejecución del Proyecto o hasta su finalización.

Por último, **EL PROCIENCIA** se reserva el derecho de publicar los resultados de las investigaciones realizadas de acuerdo a la Ley de Repositorio N° 30035, siempre y cuando no vulnere la novedad del conocimiento.

DEL IMPACTO AMBIENTAL

CLÁUSULA DÉCIMA CUARTA.- En caso resulte aplicable, para prevenir y/o mitigar y contener los posibles impactos negativos a la seguridad y salud de las personas, al medio ambiente y a los entornos sociales ambientales que pudiera generar la ejecución materia del presente contrato, **LA ENTIDAD EJECUTORA** se comprometen a:

1. Cumplir con los compromisos y criterios que permitirán ejecutar sus actividades cumpliendo los estándares ambientales y sociales exigidos en el Marco de gestión ambiental y social (MGAS) de Prociencia.
2. Presentar los protocolos de seguridad, bioseguridad y planes de contingencias o de respuesta a emergencias que eviten los impactos negativos en la seguridad y salud de las personas y al medio ambiente según les sea solicitado en función y proporción a la naturaleza de sus actividades.
3. Presentar los permisos y/o autorizaciones o contratos por las autoridades nacionales competentes referidos a la investigación científica o de acceso a recursos genéticos u otros que aplicasen en caso sean requeridos durante su ejecución.
4. Presentar un plan de gestión ambiental y social (PGAS) que se llevarían a cabo para asegurar la debida protección a la seguridad y salud de las personas, de la comunidad y del medio ambiente, en el momento que este sea solicitado, el cual debe reflejar las medidas adoptadas para prevenir y/o mitigar impactos ambientales y sociales negativos actuales y futuros.
5. Implementar otros requisitos de protección a la seguridad, salud, medio ambiente y de impactos sociales adicionales dispuestas por el órgano del sector público competente en proporción de sus actividades.
6. Cumplir con las disposiciones pertinentes en el Plan de Compromisos Ambientales y Sociales (PCAS/ESCP), y los Procedimientos de Gestión Laboral (PGL/LMP)

CONTROL Y FISCALIZACIÓN

CLÁUSULA DÉCIMA QUINTA.- EL PROCIENCIA tiene la prerrogativa de mantener la autoridad normativa del ejercicio de control y de fiscalización de la ejecución del presente contrato.

Sin perjuicio de lo expuesto, las Partes acuerdan que la auditoria a **EL PROCIENCIA** incluye a **LA ENTIDAD EJECUTORA**, y se llevará a cabo de conformidad con lo dispuesto por la Contraloría General de la República.

En ese sentido mediante el presente contrato, **LA ENTIDAD EJECUTORA** permiten que **EL PROCIENCIA** y el Banco Mundial inspeccionen los registros, archivos y documentos relevantes; los que podrán ser sometidos a una verificación por auditores designados por el Banco Mundial.



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COORDINACIÓN ENTRE LAS PARTES

CLÁUSULA DÉCIMA SEXTA.- La coordinación a nivel de decisión se establecerá entre el Responsable Técnico designado por **LA ENTIDAD EJECUTORA** y la Sub Unidad de Soporte, Seguimiento y Evaluación (SUSSE) de la Unidad de Gestión de Concursos de **EL PROCENCIA**.

DE LA JURISDICCIÓN Y DOMICILIO

CLÁUSULA DÉCIMA SEPTIMA.- Las partes señalan como sus domicilios los indicados en la introducción de este contrato, en donde se les hará llegar todas las comunicaciones relacionadas a su ejecución y se tendrá por válida y bien realizada la entrega de cualquier correspondencia que exista entre ellas para todos sus efectos jurídicos.

Para que cualquier cambio de domicilio sea válido, este deberá ser comunicado a la otra parte vía carta notarial.

DE LA SOLUCIÓN DE CONTROVERSIAS

CLÁUSULA DÉCIMA OCTAVA.- Las partes acuerdan de manera voluntaria que toda desavenencia, litigio o controversia que pudiera derivarse de este contrato, incluidas las de su nulidad o invalidez, se regirán por las reglas de la buena fe y común acuerdo, luego serán resueltas a través de la conciliación extrajudicial. En caso no se pudiera llegar a un acuerdo por este medio, se recurrirá a la vía judicial correspondiente, para lo cual las partes renuncian expresamente al fuero de sus domicilios y se someten a la competencia de los tribunales de la ciudad de Lima.

Las Partes declaran que el presente contrato lo conforman los términos y condiciones aquí estipulados, en el Manual Operativo Específico y en **LAS BASES** y **LA GUÍA** correspondientes al Concurso de Alianzas Interinstitucionales para Programas de Doctorado, documentos que las partes declaran conocer y someterse a sus textos, asimismo, con su suscripción aceptan que el **PLAN OPERATIVO** aprobado forma parte integrante del presente contrato.

Asimismo, se establece que, para cualquier referencia sobre la fecha de suscripción del presente contrato, se tomará en cuenta la última fecha de suscripción de las partes en el presente documento.

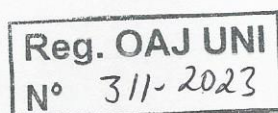
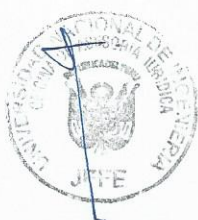
En señal de conformidad, **EL PROCENCIA** y **LA ENTIDAD EJECUTORA** suscriben el presente documento, en la ciudad de Lima, de la siguiente manera:

JUAN MARTÍN RODRÍGUEZ RODRÍGUEZ
DNI N° 09469986
PROCENCIA

Fecha Firma: _____

PABLO ALFONSO LOPEZ CHAU NAVA
DNI N° 25331980
LA ENTIDAD EJECUTORA

Fecha Firma: _____



**BICENTENARIO
DEL PERÚ
2021 - 2024**

LOAN NUMBER 9334-PE

Loan Agreement

(Strengthening Peru's National Science, Technology and Innovation System Project
*Mejoramiento y Ampliación de los Servicios de CTI Para Fortalecer el Sistema Nacional de
Ciencia, Tecnología e Innovación*)

between

REPUBLIC OF PERU

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF PERU (“Borrower”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred million Dollars, (\$100,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. The Borrower’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Borrower’s Minister of Economy and Finance or the Borrower’s General Director of the DGTP, or any person whom any of them shall designate in writing.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread¹ or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are June 15 and December 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

¹ Only Variable Spread is available due to FSL suspension effective April 1, 2021.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall ensure that the Project is carried out by PROCENCIA with the technical support of CONCYTEC in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Project Operational Manual has been prepared by the Borrower through PROCENCIA in coordination with CONCYTEC and adopted by the Borrower through PROCENCIA, in form and substance satisfactory to the Bank;
 - (b) the Borrower through PROCENCIA has prepared, adopted and publicly disclosed on its website the Labor Management Procedures in form and substance acceptable to the Bank;
 - (c) the Borrower through PROCENCIA has prepared, adopted and publicly disclosed on its website the grievance mechanisms referred to in the ESCP in form and substance acceptable to the Bank; and
 - (d) the Borrower has provided evidence satisfactory to the Bank that PROCENCIA has initiated operations in accordance with the fifth final supplementary provision of Supreme Decree No. 051-2021-PCM creating PROCENCIA (*i.e.*, that the FONDECYT-PROCENCIA merger process has concluded) and has perfected the merger process by finalizing its budget and ability to make payments.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its Minister of Economy and Finance, provided that the General Director of the DGTP may, by himself or herself represent the Borrower to sign amendments and/or notices to this Agreement.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Economy and Finance
Jr. Junín 319
Lima, Peru

(b) the Borrower's Electronic Address is:

Facsimile: +51 (1) 626-9921
E-mail: vhacienda@mef.gob.pe

5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Facsimile:
1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF PERU

By



Authorized Representative

Name: OSCAR M. GRAHAM YAMAHUCHI

Title: MINISTRO DE ECONOMIA Y FINANZAS

Date: 18 DE MAYO, 2022

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: BJÖRN PHILIPP

Title: ACTING COUNTRY DIRECTOR

Date: MAY 12, 2022

SCHEDULE 1

Project Description

The objective of the Project is to improve science, technology, and innovation services in targeted Strategic Areas and regions.

The Project consists of the following parts:

Part 1: Strengthening SINACTI's institutions and governance to bolster innovation in Peru

1.1. Supporting the reform of SINACTI's institutions and modernizing CONCYTEC's capacities, services and policymaking mechanisms

- 1.1.1. **Strengthening CONCYTEC's institutional capacity**, including through: (a) strengthening CONCYTEC's and PROCENCIA's end-to-end digitalization and modernization of information and knowledge management systems and client services; (b) development of an integrated digital platform across SINACTI institutions; (c) preparation of analytical studies and position papers on key innovation policy reforms and topics; and (d) Training and capacity-building to improve management and policy evaluation.
- 1.1.2. **Enhance the quality standards for STI-focused PhD programs in Peruvian universities** through, in coordination with SINEACE and SUNEDU, (a) designing a set of quality standards and indicators, (b) internationally benchmarking PhD programs, and (c) developing a STI PhD accreditation work plan and proposal of regulatory arrangements.
- 1.1.3. **Develop a national STI evaluation system to inform decision making on innovation policy and public expenditures**, through the development of indicators, surveys and data services, including *inter alia*: (a) the census of research and development in research centers; (b) a national survey of public perception of STI; (c) national surveys of research and development and technology adoption in companies; (d) a survey in STI activities; and (e) a survey of scientific equipment in research centers.
- 1.1.4. **Evaluate the scope, performance, and institutional arrangements of leading PRIs in Peru**, by defining management standards and systems for PRIs and conducting diagnostics of PRIs, including through the development of roadmaps for institutional improvement with a view to boosting their contribution to innovation and technology transfer in Strategic Areas.
- 1.1.5. **Support the formation and consolidation of specialized research networks in Strategic Areas**, through the provision of Research Network Grants to Peruvian universities, PRIs and/or CITEs, the proceeds of which will finance Eligible Grant Expenditures to strengthen academic collaboration or joint output by research networks proposed by the respective institutions.

- 1.2. **Equal access to research in STI areas.** Fostering equal access to STI research in all regions of Peru through: (a) providing an initial two-year subscription to full-text information resources to which all students, teachers, and researchers from universities and PRIs in Peru would have free access; and (b) designing a network operating model for contracting such information resources that is financially sustainable beyond the initial two-year subscription period and guarantees the universal free access mentioned in paragraph (a) above.

Part 2: Capacity development for the generation of knowledge in Strategic Areas

2.1. Institutional Alliances for strengthening research, science, and technology capacity.

- 2.1.1. **Support Institutional Alliances for strengthening doctoral programs in Strategic Areas.** Creating or strengthening doctoral programs in the Strategic Areas at Peruvian universities by supporting up to eight competitively selected institutional alliances formed to support such doctoral programs, each consisting of a lead Public University and one or more other Peruvian universities (with alliances including a university outside the metropolitan area of Lima being encouraged), well-recognized international universities, private firms, business associations, and/or social organizations relevant to the supported doctoral programs (each, an “Institutional Alliance”), with Institutional Alliance Grants to Public Universities, the proceeds of which will finance Eligible Grant Expenditures consisting of the following: (a) consultancies to create work plans, roadmaps, curriculum designs and other activities needed to obtain licenses by SUNEDU for the supported doctoral programs; (b) expenses associated with the promotion of the doctoral program; (c) teaching and research under the relevant doctoral program; (d) short- and long-term research stays and related travel by visiting researchers with doctoral degrees both to and from Peru to improve research capabilities of the Peruvian universities associated with the doctoral programs supported by the Institutional Alliance; (e) minor equipment inputs needed to conduct research; (g) administrative and logistical management of the Institutional Alliance; and (h) enrollment fees and tuition for Eligible Students who have received Scholarships under Part 2.1.2 of the Project to study under such doctoral programs.

- 2.1.2. **Finance Scholarships for doctoral students at supported doctoral programs.** Provide Scholarships to Eligible Students selected on a competitive basis to pursue doctoral studies in the Strategic Areas at universities that are part of an Institutional Alliance supported by Part 2.1.1 of the Project.

2.2. Support for knowledge generation in strategic areas.

- 2.2.1. **Strengthen laboratories.** Provide Laboratory Strengthening Grants on a competitive basis to Public Universities, PRIs, public CITEs, and/or INACAL, the proceeds of which will finance Eligible Grant Expenditures consisting of equipment purchases and upgrades for their research laboratories and Training of technical and managerial staff of such laboratories to improve the recipients’ capacity to carry out quality research in the Strategic Areas.

2.2.2. Finance research grants. Providing the following types of grants:

- (a) Competitively awarded Type 1 Research Grants to Peruvian universities or PRIs, the proceeds of which will finance Eligible Grant Expenditures to support research and innovation projects proposed by partnerships among one or more public or private Peruvian universities licensed by SUNEDU, PRIs and/or CITEs that advance basic knowledge that may have applications in Strategic Areas but whose results may not be transferable in the immediate term; and
- (b) Competitively awarded Type 2 Research Grants to Peruvian universities or PRIs, the proceeds of which will finance Eligible Grant Expenditures to support doctoral research projects in Strategic Areas.

Part 3: Strengthening Industry-academia linkages to accelerate technology transfer and science-based business innovation

3.1. Align demand and supply of R&D and promote industry-academia linkages.

3.1.1. Conduct Competitiveness Reinforcement Initiatives for Productive Innovation. Provision of technical assistance for implementing value-chain level CRIs for PI in different regions of the Borrower's territory with a focus primarily on the Strategic Areas, each of which will: (i) identify the challenges firms face in targeted value chains and clusters in reaching higher value-add and climate-friendly market segments; (ii) define a strategy to address these challenges; and (iii) prepare a detailed innovation upgrading plan to be prepared jointly by participating firms and universities, and support institutions with market and value chains development experts.

3.1.2. Build institutional capacity to facilitate technology transfer for the Strategic Areas through the following activities: (a) evaluation of existing institutional policies in supported universities and research centers for protection of intellectual property and technology transfer models; (b) providing five competitively selected Peruvian technology transfer offices (including two outside of Lima) with capacity building and operational funding support; (c) early identification and commercialization mapping of scientific and technical knowledge and research with commercial potential; and (d) technical assistance to reinforce the capacity of CONCYTEC to provide assistance to Peru's universities and PRIs that are aiming to adopt best practices for connecting researchers to markets.

3.2. Scaling-up technology development and innovation-based entrepreneurship

3.2.1. Development of technologies to support value chains

- (a) **Grants for Industry-Academia contract research.** Providing competitively awarded Contract Research Grants to Peruvian universities, PRIs, and/or CITEs, the proceeds of which will finance Eligible Grant Expenditures of demand-driven contract research projects relevant primarily to the Strategic Areas (including but not limited to projects

identified through CRIs for PI under Part 3.1.1) to be carried out by the relevant Eligible Grantees for, or jointly with, one or more co-sponsoring Eligible Private Sector Firms.

- (b) **Laboratory accreditation.** Providing competitively awarded Laboratory Accreditation Grants to Peruvian universities, PRIs, CITEs and/or other STI Institutions, the proceeds of which will finance Eligible Grant Expenditures to support the accreditation of laboratories of the relevant Eligible Grantees to provide internationally recognized calibration and testing services to Peruvian firms to evaluate the conformity of their products with national or international standards (“Laboratory Product Testing Services”).
- (c) **Laboratory testing for certification of products and services in targeted value chains.** Providing competitively awarded Laboratory Product Testing Grants to Peruvian universities, PRIs, CITEs and/or other STI Institutions with laboratories (which may include those supported under Part 3.2.1(b) of the Project) accredited to provide Laboratory Product Testing Services, the proceeds of which will finance Eligible Grant Expenditures of laboratory tests for the certification of new products and services identified primarily through the CRIs for PI to show their conformity with market quality standards.

- 3.2.2. **Academic entrepreneurship grants.** Provide competitively awarded Academic Entrepreneurship Grants to Peruvian universities, PRIs and/or CITEs, the proceeds of which will finance Eligible Grant Expenditures of science-based research and development projects relevant primarily to the Strategic Areas that are at advanced stages of technology readiness, to be awarded in either of two phases depending on the readiness of the project: (a) a phase one grant, focusing on proving the relevant technology and estimating likely demand, and (b) a phase two grant, to support projects that received phase one grants and demonstrate strong commercial potential towards reaching investment readiness.

Part 4: Project Management and Monitoring & Evaluation

Strengthening the institutional and organizational capacity of PROCENCIA, required for the successful implementation of Project-supported activities, including compliance with technical, procurement, environmental and social, financial management, and monitoring and evaluation requirements (including Impact Evaluations), and reinforcing climate mitigation and adaptation measures during the implementation of Project activities and support monitoring and evaluation of climate-related indicators.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. **Project Implementation Team:** The Borrower shall ensure that PROCENCIA with technical support from CONCYTEC, shall:
 - (a) maintain, until the completion of the Project, a team (the "PIT") responsible for the management, coordination, supervision, monitoring and evaluation of the Project, including with respect to all procurement, financial management, environmental and social requirements related to the Project; and
 - (b) no later than thirty (30) days after the Effective Date, hire (to the extent such staff are not already in place), and thereafter maintain, key staff in the PIT with functions, experience, responsibilities and qualifications acceptable to the Bank, as described in the POM, including, *inter alia*, a Project coordinator, an adjunct Project coordinator, at least three technical experts, two procurement specialists, one financial management specialist, one budget and planning specialist, one legal specialist, and one socio-environmental specialist, to support the implementation of the Project.

B. Sub-Projects

1. The Borrower, through PROCENCIA, shall issue calls for proposals, competitively select proposals and grantees, and make Grants to Eligible Grantees for the implementation of Sub-Projects in accordance with the eligibility, selection, and technical criteria and procedures acceptable to the Bank set forth in the POM (including the applicable Specific Operational Manual(s)) and with the applicable requirements of the ESMF.
2. After having selected and approved a proposal for a Sub-Project presented by an Eligible Grantee in accordance with the POM, and for the purpose of carrying out such Sub-Project, the Borrower through PROCENCIA shall enter into an agreement with the relevant Eligible Grantee ("Grant Agreement"), to be prepared based on the relevant model form (and otherwise on terms and conditions) approved by the Bank and included in the POM.
3. The Borrower, through PROCENCIA, shall ensure that each Grant Agreement includes, *inter alia*, the following provisions:
 - (a) the Borrower, through PROCENCIA, shall obtain rights adequate to protect its interests and those of the Bank;
 - (b) the provisions required to be included pursuant to the ESCP in relation to the applicable Sub-Project, in accordance with the ESMF and LMP, including, *inter alia*, the requirement to prepare and implement any required ESMPs during the

implementation of the Sub-Project, and to obtain any necessary environmental, social, health and safety permits, licenses and authorizations; and

- (c) in the case of an Institutional Alliance Sub-Project, with respect to any Scholarship for study at a doctoral program supported by the respective Institutional Alliance Grant, the obligation of the Eligible Public University that is party to such Grant Agreement to use proceeds of the relevant Institutional Alliance Grant paid to it by PROCENCIA to satisfy the enrollment fees and tuition for such Scholarship.

- 4. The Borrower, through PROCENCIA, shall exercise its rights and carry out its obligations under each Grant Agreement in such manner as to protect the interests of the Borrower, through PROCENCIA, and the Bank and to accomplish the purposes of the Project.
- 5. Except as the Bank shall otherwise agree, the Borrower shall ensure that PROCENCIA shall not assign, amend, abrogate, waive, terminate or fail to enforce any Grant Agreement or any of its provisions.

C. Scholarships

- 1. The Borrower, through PROCENCIA, shall issue calls for applications from, competitively select, and award scholarships to, Eligible Students in accordance with the eligibility, selection, and technical criteria and procedures acceptable to the Bank, set forth in the POM (including the applicable Specific Operational Manual) and with the applicable requirements of the ESMF.
- 2. Upon the approval of a Scholarship under Part 2.1.2 of the Project, the Borrower through PROCENCIA shall enter into an agreement with the relevant Eligible Student (a "Student Agreement"), to be prepared based on the relevant model form (and otherwise on terms and conditions) approved by the Bank and included in the POM.
- 3. The Borrower through PROCENCIA:
 - (a) shall exercise its rights and carry out its obligations under each Student Agreement, in such a manner as to protect the interests of the Bank and the Borrower, through PROCENCIA, and to accomplish the purposes of the Loan; and
 - (b) except as the Bank shall otherwise agree, shall not assign, amend, abrogate, terminate, waive or fail to enforce any Scholarship Agreement or Student Agreement (or any provision thereof).

D. Project Operational Manual and Specific Operational Manual

- 1. The Borrower through PROCENCIA shall carry out the Project in accordance with the POM.
- 2. Except as the Bank shall otherwise agree, the Borrower through PROCENCIA shall not amend or waive the POM, or any provision thereof, or permit any such provision to be amended or waived.

3. In case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. Before issuing any call for proposals or applications for a Sub-Project, Scholarship, or other Project activity subject to competitive selection, the Borrower through PROCENCIA shall co-prepare with CONCYTEC, adopt, and incorporate in the POM a Specific Operational Manual including the procedures for that Sub-Project, Scholarship or other Project activity, in form and substance satisfactory to the Bank.

E. Environmental and Social Standards

1. The Borrower shall, and shall cause PROCENCIA to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall, and shall cause PROCENCIA to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall, and shall cause PROCENCIA to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall, and shall cause PROCENCIA to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect

on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Borrower shall, and shall cause PROCENCIA to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower, through PROCENCIA, shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester. Each such Project Report shall be prepared in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank and set forth in the POM.

B. Financial Management, Financial Reports and Audits

Without limitation upon the Borrower's obligations under Section 5.09 of the General Conditions, before submission to the Bank of the first interim unaudited financial reports for the Project, the Borrower through PROCENCIA shall develop, and thereafter maintain, an interface among the *Sistema Integrado de Administración Financiera* and its general chart of accounts, the *Sistema Integrado de Gestión* for the monitoring of subprojects, and the *Módulo de Ejecución de Proyectos* for issuing the financial statements.

Section III. Withdrawal of Loan Proceeds

A. General

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

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Grants under Parts 1.1.5, 2.1.1, 2.2.1, 2.2.2, and 3.2	60,868,260	100%
(2) Scholarships under Part 2.1.2	20,253,600	100%

(3) Goods, non-consulting services, consulting services (including audits), Operating Costs, and Training under Parts 1, 2, 3 and 4 (but excluding Grants and Scholarships)	18,878,140	100%
TOTAL AMOUNT	100,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals under Category 3 of up to an aggregate amount not to exceed \$20,000,000 may be made for payments made prior to this date but on or after May 19, 2021 (but in no case more than one year prior to the Signature Date), for Eligible Expenditures.
2. The Closing Date is December 30, 2027.

Section IV. Other Undertakings

A. Commitment to Climate Strategic Area

The Borrower, through PROCENCIA, shall ensure that at least fifty percent (50%) of all Loan proceeds under Parts 2 and 3 of the Project are applied to activities in the Climate Strategic Area.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each June 15 and December 15 Beginning June 15, 2027 through December 15, 2033	6.67%
On June 15, 2034	6.62%

APPENDIX

Definitions

1. “Academic Entrepreneurship Grant” means any grant made or to be made out of the proceeds of the Loan under Part 3.2.2 of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under an Academic Entrepreneurship Sub-Project.
2. “Academic Entrepreneurship Sub-Project” means, with respect to an Academic Entrepreneurship Grant, the activities of the type described in Part 3.2.2 of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CITEs” means *Centros de Innovación Productiva y Transferencia Tecnológica* (Productive Innovation and Technology Transfer Centers), created by Legislative Decree N° 1228 dated September 24, 2015.
6. “Climate Strategic Area” means the Strategic Area described in limb (a) of the definition of that term.
7. “CONCYTEC” means *Consejo Nacional de Ciencia, Tecnología e Innovación Tecnológica*, the Borrower’s National Council for Science, Technology, and Technological Innovation, a specialized technical entity assigned to PCM, created and operating under the Borrower’s Law No. 28303 dated July 27, 2004, as modified by Law No. 30806 dated July 5, 2018, or any successor thereto acceptable to the Bank, which is responsible for the design of all financial instruments under the Project, while PROCENCIA is responsible for their execution.
8. “Contract Research Grant” means any grant made or to be made out of the proceeds of the Loan under Part 3.2.1(a) of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Contract Research Grant Sub-Project.
9. “Contract Research Sub-Project” means, with respect to a Contract Research Grant, the activities of the type described in Part 3.2.1(a) of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
10. “CRI for PI” means a competitiveness reinforcement initiative for productive innovation to be carried out under Part 3.1.1 of the Project (also referred to as *Iniciativas de Vinculación Academia-Industria* under the Borrower’s document entitled, *Estudio de Preinversión a Nivel Perfil “Mejoramiento y Ampliación de los Servicios de CTI para Fortalecer el Sistema Nacional de Ciencia, Tecnología e Innovación”*).

11. “DGTP” means the Borrower’s General Directorate of the Public Treasury (*Dirección General del Tesoro Público*) within the Borrower’s Ministry of Economy and Finance.
12. “Eligible Grantee” means: (a) with respect to a Research Network Grant, a Contract Research Grant, or an Academic Entrepreneurship Grant, a Peruvian university, PRI or CITE; (b) with respect to an Institutional Alliance Grant, a Public University; (c) with respect to a Type 1 Research Grant or a Type 2 Research Grant, a Peruvian university or a PRI; (d) with respect to a Laboratory Strengthening Grant, a Public University, a PRI, a public CITE, or INACAL; and (e) with respect to a Laboratory Accreditation Grant or a Laboratory Product Testing Grant, a Peruvian university, PRI, CITE, or other STI Institution; and, in each of the cases (a) through (e), which has met the criteria set forth in the POM for receiving the relevant Grant.
13. “Eligible Grantee Operational Expenses” means incremental operational expenses of the relevant Eligible Grantee that are directly related to the activities financed by the relevant Grant, including travel, subscriptions to databases, and logistical activities (e.g., related to organization of workshops).
14. “Eligible Grant Expenditures” means, with respect to a Grant, the expenditures that are eligible to be financed from the proceeds of such Grant as further set out in the POM, which shall exclude Excluded Expenditures, and shall include the following as relevant to such Grant: (i) equipment and durable goods (including software and hardware); (ii) materials and supplies; (iii) Eligible Grantee Operational Expenses; (iv) travel expenses of visiting researchers and academics (both to and from Peru) participating in the relevant Sub-Project; (v) costs of incremental staff or consultants of the Eligible Grantee or that are otherwise necessary for carrying out the relevant Sub-Project; (vi) expenses related to the design and application for a patent or other intellectual property rights on products or findings generated by the relevant Sub-Project; (vii) prototype testing or validation; (viii) dissemination of findings and communication about the activities under the relevant Sub-Project; (ix) in the case of Grants under Part 2.2.2(b), research expenses including publication expenses of recipients of Scholarships; and (x) in the case of Grants under Part 2.1.1 of the Project, enrollment fees and tuition for Eligible Students who have received Scholarships.
15. “Eligible Private Sector Firm” means a private sector firm that has met the criteria set forth in the POM for participating in a Contract Research Sub-Project under Part 3.2.1(a) of the Project.
16. “Eligible Public University” means a Public University that has met the criteria set forth in the POM for providing Scholarships financed from Loan proceeds under Part 2.1.2 of the Project.
17. “Eligible Student” means an individual Peruvian citizen admitted to a doctoral program supported by Part 2.1 of the Project who is eligible to benefit from a Scholarship in accordance with the criteria set forth in the POM.
18. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated December 10, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the

material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

19. “Environmental and Social Management Framework” or “ESMF” means the Borrower’s framework to be prepared, disclosed, consulted upon, and adopted for the Project, as set out in the ESCP, in accordance with the Environmental and Social Standards, as such framework may be amended from time to time with the agreement of the Bank.
20. “Environmental and Social Management Plan” or “ESMP” means each plan to be prepared, disclosed, consulted upon, and adopted for the Project, as set out in the ESCP, in accordance with the Environmental and Social Standards, as such plan may be amended from time to time with the agreement of the Bank.
21. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
22. “Excluded Expenditure” means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials

667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
 - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party, and any other goods designated as environmentally hazardous by agreement between the Borrower and the Bank;
 - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;
 - (f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
 - (g) land acquisition; and
 - (h) civil works, except for minor, limited-scale internal retrofitting and/or renovation activities at premises fully owned by the relevant Eligible Grantee which are required to accommodate equipment that constitutes an Eligible Grant Expenditure with respect to the relevant Grant.
23. "FONDECYT" means *Fondo Nacional de Desarrollo Científico, Tecnológico y de Innovación Tecnológica*, the Borrower's National Fund for Scientific, Technological and Innovation Development, an implementation agency assigned to CONCYTEC, as established and operating under the Borrower's Law No. 28303 dated July 27, 2004, as modified by Law No. 30806 of July 5, 2018, to be absorbed by merger into PROCENCIA pursuant to Supreme Decree No. 051-2021-PCM dated March 25, 2021.
24. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
25. "Grant" means (a) a Research Network Grant under Part 1.1.5 of the Project, (b) an Institutional Alliance Grant under part 2.1.1 of the Project, (c) a Laboratory Strengthening Grant under Part 2.2.1 of the Project, (d) a Type 1 Research Grant under Part 2.2.2(a) of the Project, (e) a Type 2 Research Grant under Part 2.2.2(b) of the Project, (f) a Contract

Research Grant under Part 3.2.1(a) of the Project, (g) a Laboratory Accreditation Grant under Part 3.2.1(b) of the Project, (h) a Laboratory Product Testing Grant under Part 3.2.1(c) of the Project, or (i) an Academic Entrepreneurship Grant under Part 3.2.2 of the Project.

26. “Grant Agreement” means an agreement referred to in Section I.B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Bank.
27. “Impact Evaluation” means an evaluation of the causal effect directly attributable to a Project intervention on the results expected to be achieved through its implementation, as further described in the POM.
28. “INACAL” means *Instituto Nacional de Calidad* (National Institute of Quality) a specialized technical public organism assigned to the Ministry of Production, created and operating under the Borrower’s Law No. 30224 dated July 10, 2014.
29. “INEI” means *Instituto Nacional de Estadística e Informática*, the Borrower’s National Institute of Statistics and Informatics, a specialized technical public organism assigned to the PCM, created and operating under the Borrower’s Law Decree N° 21372 dated December 30, 1975, as modified by Legislative Decree N° 604 dated April 30, 1990.
30. “Institutional Alliance” has the meaning provided in Part 2.1.1 of the Project.
31. “Institutional Alliance Grant” means any grant made or to be made out of the proceeds of the Loan under Part 2.1.1 of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures of an Institutional Alliance Sub-Project.
32. “Institutional Alliance Sub-Project” means, with respect to an Institutional Alliance Grant, the activities of the type described in Part 2.1.1 of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
33. “Laboratory Accreditation Grant” means any grant made or to be made out of the proceeds of the Loan under Part 3.2.1(b) of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Laboratory Accreditation Sub-Project.
34. “Laboratory Accreditation Sub-Project” means, with respect to a Laboratory Accreditation Grant, the activities of the type described in Part 3.2.1(b) of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
35. “Laboratory Product Testing Grant” means any grant made or to be made out of the proceeds of the Loan under Part 3.2.1(c) of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Laboratory Product Testing Sub-Project.
36. “Laboratory Product Testing Services” has the meaning provided in Part 3.2.1(b) of the Project.

37. “Laboratory Product Testing Sub-Project” means, with respect to a Laboratory Product Testing Grant, the activities of the type described in Part 3.2.1(c) of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
38. “Laboratory Strengthening Grant” means any grant made or to be made out of the proceeds of the Loan under Part 2.2.1 of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Laboratory Strengthening Sub-Project.
39. “Laboratory Strengthening Sub-Project” means, with respect to a Laboratory Strengthening Grant, the activities of the type described in Part 2.2 of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
40. “Labor Management Procedures” or “LMP” means the Borrower’s labor management procedures to be prepared, disclosed, consulted upon, and adopted for the Project, as set out in the ESCP, in accordance with the Environmental and Social Standards, as such procedures may be amended from time to time with the agreement of the Bank.
41. “Operating Costs” means the following incremental recurrent expenditures of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance of office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for PROCENCIA, but excluding salaries of the Borrower’s civil servants and PROCENCIA regular staff.
42. “PCM” means *Presidencia del Consejo de Ministros*, the Borrower’s Presidency of the Council of Ministers, as established and operating under the Borrower’s Law No. 29158 dated December 20, 2007.
43. “PIT” means the Project implementation team created within PROCENCIA and referred to in Section I.A.2 of Schedule 2 to this Agreement, or any successor to thereto acceptable to the Bank.
44. “PRI” means *institutos públicos de investigación*, public research institutes of the Borrower whose objective is to carry out research, development, promotion, and technology transfer, as referenced in the Borrower’s Law No. 30806 dated June 19, 2018.
45. “PROCENCIA” means *Programa Nacional de Investigación Científica y Estudios Avanzados*, the Borrower’s National Program for Scientific Research and Advanced Studies, an entity assigned to CONCYTEC which absorbed FONDECYT by merger, created and operating pursuant to Supreme Decree of the PCM No. 051-2021-PCM dated March 25, 2021, or any successor thereto acceptable to the Bank.
46. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.

47. “Project Operational Manual” or “POM” means the operational manual for the Project to be prepared by the Borrower through PROCENCIA in consultation with CONCYTEC, adopted by the Borrower through PROCENCIA and found satisfactory to the Bank, as said manual may be amended from time to time with the Bank’s prior and written approval.
48. “Public University” means a *universidad pública*, a legal person of public law oriented to research and teaching and accredited by SUNEDU, as referenced in the Borrower’s Law No. 30220 dated July 9, 2014.
49. “Research Network Grant” means any grant made or to be made out of the proceeds of the Loan under Part 1.1.5 of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Research Network Sub-Project.
50. “Research Network Sub-Project” means, with respect to a Research Network Grant, the activities of the type described in Part 1.1.5 of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
51. “Scholarship” means a contribution made out of the proceeds of the Loan pursuant to a Student Agreement, to finance eligible expenditures, acceptable to the Bank (as the same are determined in accordance with a formula set forth in the Operational Manual), in respect of the relevant Eligible Student’s maintenance expenses, and social security contributions (health and pension) for a maximum of three (3) years, all under Part 2.1.2 of the Project (it being understood that the enrollment fees and tuition will be paid by the relevant Eligible Public University with proceeds of its Institutional Alliance Grant).
52. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
53. “SINACTI” means *Sistema Nacional de Ciencia, Tecnología e Innovación*, the Borrower’s National System of Science, Technology and Innovation to be created under Law No. 31250 (*Ley del Sistema Nacional de Ciencia, Tecnología e Innovación (SINACTI)*), as published in the official gazette *El Peruano* on July 2, 2021.
54. “SINEACE” means *Sistema Nacional de Evaluación, Acreditación y Certificación de la Calidad Educativa*, a set of legal entities, rules and procedures that ensure educational quality, whose governing body is the *Consejo Superior*, assigned to the Ministry of Education, and created and operating under the Borrower’s Law No. 28740 dated May 23, 2006.
55. “Specific Operational Manual” means, with respect to a Sub-Project, Scholarship or other Project activity subject to competitive selection, a manual, satisfactory to the Bank (and to be included in the POM), setting forth the criteria and procedures for selecting, appraising, approving, and supervising such Sub-Project, Scholarship, or activity, including without limitation, the relevant model form of Grant Agreement (in the case of a Sub-Project) or Student Agreement (in the case of a Scholarship), as said manual may be amended from time to time with the agreement of the Bank.
56. “STI” means science, technology and innovation.

57. “STI Institutions” means *Instituciones de Ciencia, Tecnología e Innovación*, Peruvian public and private institutions of higher education, universities, service providers, research centers, ministries of the Borrower and their respective sector-oriented research and technology organizations and funding programs, as well as firms involved in scientific research and innovation.
58. “Strategic Areas” means (a) the low carbon and climate-resilient economy strategic area, (b) the health strategic area, and (c) the digital economy and ICT strategic area, as each such strategic area is further described in the Operational Manual.
59. “Student Agreement” means an agreement referred to in Section I.C.2 of Schedule 2 to this Agreement.
60. “Sub-Project” means (a) a Research Network Sub-Project, (b) an Institutional Alliance Sub-Project, (c) a Laboratory Strengthening Sub-Project, (d) a Type 1 Research Sub-Project, (e) a Type 2 Research Sub-Project, (f) a Contract Research Sub-Project, (g) a Laboratory Accreditation Sub-Project, (h) a Laboratory Product Testing Sub-Project, or (i) an Academic Entrepreneurship Sub-Project.
61. “SUNEDU” the *Superintendencia Nacional de Educación Superior Universitaria*, a specialized technical public organism assigned to the Ministry of Education, created and operating under the Borrower’s Law No. 30220 dated July 9, 2014.
62. “Training” means workshops and training expenditures under the Project, including purchase and publication of materials, rental of facilities, course fees, study tours, scholarships, stipends, travel and subsistence for participants of workshops, trainers and trainees (if applicable).
63. “Type 1 Research Grant” means any grant made or to be made out of the proceeds of the Loan under Part 2.2.2(a) of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Type 1 Research Project.
64. “Type 1 Research Sub-Project” means, with respect to a Type 1 Research Grant, the activities of the type described in Part 2.2.(a) of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.
65. “Type 2 Research Grant” means any grant made or to be made out of the proceeds of the Loan under Part 2.2.2(b) of the Project to an Eligible Grantee pursuant to a Grant Agreement to finance Eligible Grant Expenditures under a Type 2 Research Project.
66. “Type 2 Research Sub-Project” means, with respect to a Type 2 Research Grant, the activities of the type described in Part 2.2.(b) of the Project to be carried out under the relevant Eligible Grantee’s competitively selected proposal.