Financing Agreement

(Additional Financing for HIV/ AIDS and Health Project)

between

REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 21, 2009
FINANCING AGREEMENT

AGREEMENT dated July 21, 2009, entered into between REPUBLIC OF CONGO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to three million four hundred thousand Special Drawing Rights (SDR 3,400,000) (“Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”):

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are March 15 and September 15 in each year.

2.05. The Payment Currency is the United States Dollar.
ARTICLE III — PROJECT

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

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following: The CNLS/UDLS Decree or any texts enacted for its application shall have been amended, suspended, abrogated, repealed or waived so as, in the opinion of the Association, to materially and adversely affect the implementation of the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that the Recipient has deposited an amount equivalent to one million United States Dollars (USD 1,000,000) into the Project Counterpart Funds Account.

5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Recipient’s Address is:

Minister of Economy, Finance and Budget
Ministry of Economy, Finance and Budget
B.P. 2083
Brazzaville
Republic of Congo

Facsimile:

242-814-145

6.03. The Association’s Address is:

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391
AGREED at Brazzaville, Congo, as of the day and year first above written.

REPUBLIC OF CONGO

By /s/ Pacifique Issoïbeka

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Marie Françoise Marie-Nelly

Authorized Representative
SCHEDULE 1

Project Description

The objectives of the Project are to contribute to the Recipient’s efforts to: (i) limit the spread of HIV/AIDS and STIs in the Recipient’s population; (ii) mitigate the health and socioeconomic impact of HIV/AIDS and STIs on persons infected with or affected by HIV/AIDS and STIs within the Recipient’s territory; and (iii) build strong and sustainable national capacity to respond to the HIV/AIDS epidemic.

The Project is a scaling up of the Original Project and consists of the following parts:

Part A: Public Sector Response

1. Health Sector Response:

Carrying out a program by CNLS/PES to coordinate and standardize the Recipient’s HIV/AIDS response activities (including voluntary counseling and testing, diagnosis and treatment of STIs, and anti-retroviral therapy) at the national level and to build capacity of decentralized units of the MSASF to implement and monitor and evaluate such HIV/AIDS response activities, by inter alia: (a) establishing regional HIV/AIDS training teams; (b) integrating HIV/AIDS response activities into the essential health services of PDSS; (c) upgrading health facilities and training their staff on HIV/AIDS response; and (d) reorganizing the hospitals to address the needs of victims of gender-based sexual violence; all through the provision of technical advisory services, training and goods required for the purpose.

2. Multi Sector Response:

Carrying out of a program through PSOs of specific development action plans to fight and mitigate the impact of HIV/AIDS and STIs on communities within their jurisdiction, such program to consist of: (a) information dissemination to PSOs; (b) peer education in the Recipient’s education institutions; (c) behavior change communication campaigns conducted by PSOs; (d) distribution of male and female condoms to PSOs for distribution to the communities in which they operate; (e) adoption of a legal framework appropriate to protect victims of HIV/AIDS and victims of sexual violence; and (f) support of a network of associations of teenage mothers; all through the provision of technical advisory services, training and goods required for the purpose.
Part B: Civil Society Response

Carrying out of a program to support CSO initiatives against HIV/AIDS, consisting of the:

1. Financing, through the provision of Micro-Grants to CSOs, of Micro-Projects aimed at HIV/AIDS prevention, provision of care and support and treatment and mitigation of HIV impact (including goods required for the purpose); and

2. Provision of technical advisory services to CSOs in accordance with the Project Implementation Manual.

Part C: Orphans and Other Vulnerable Children

Carrying out of a program to facilitate and promote the social integration and education of Orphans and other vulnerable children to limit future erosion of human capital, consisting of:

1. Identification of Orphans and other vulnerable children using objective criteria included in the Project Implementation Manual;

2. Provision to such children of access to health care; education and vocational training; and psychological support; and

3. Provision of income generating initiatives targeted to guardian families and designed to improve the socio-economic well being of such children;

all through the provision of technical advisory services and training.

Part D: Management and Coordination, Capacity Building and Monitoring and Evaluation

1. Management and Coordination:

(a) Coordination of the Project, (b) Updating of the Recipient’s national HIV/AIDS strategic plan, (c) coordination of the PSOs’ preparation of Action Plans, and (d) carrying out of financial management, accounting, procurement and data collection activities, as well as financial and technical audits; all through the provision of technical advisory services, training and goods required for the purpose.
2. **Capacity Building:**

Carrying out of a capacity building program to strengthen the capacity of CNLS, PSOs and CSOs to carry out their activities under the Project, including monitoring and evaluation of such activities, through the provision of technical advisory services, training and goods required for the purpose.

3. **Monitoring and Evaluation:**

(a) Strengthen the monitoring and evaluation capacity at decentralized level and ensure effective coordination with PDSS on timely collection of relevant data; and

(b) Carrying out through CNSEE of a national demographic and health survey, and provision of technical services and goods required for the purpose.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Implementation Manual

The Recipient shall carry out the Project in accordance with the Project Implementation Manual and shall not amend or waive any provision of the Project Implementation Manual without the Association’s prior written approval. In the event of any inconsistency between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall govern.

2. CNLS and UDLS

   (a) Throughout Project implementation, the Recipient shall maintain CNLS (including the PES) and UDLS, with functions, staffing, resources and operation satisfactory to the Association, in accordance with the CNLS/UDLS Decree and the Project Implementation Manual;

   (b) CNLS, through PES, shall be responsible for daily facilitation, implementation, monitoring, evaluation and coordination of the Project including, inter alia: (i) preparation of consolidated annual work programs and budgets for the Project; (ii) preparation of financial reports in accordance with Section II.B of this Agreement; (iii) preparation of Project Reports; and (iv) review of Action Plans and Micro-Projects and conclusion of the relevant agreements in accordance with the Project Implementation Manual.

   (c) The Recipient shall facilitate the implementation and coordination of the Project at the regional level through UDLS.
3. Financial Management

In order to ensure the proper financial management of the Project, the Recipient shall:

(a) appoint to CNLS under terms of reference and with qualifications and experience acceptable to the Association, a financial manager for the Project not later than two (2) months after the Effective Date; and

(b) employ external auditors in accordance with Section III of this Schedule, not later than four (4) months after the Effective Date.

B. Anti-Corruption

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

C. Annual Work Plans; Action Plans; Training Programs

1. Annual Work Plans

The Recipient shall: (a), through PES, prepare under terms of reference acceptable to the Association, and furnish to the Association, not later than December 31, 2009, and thereafter not later than December 31 of each year during the period of Project implementation, for the Association’s review and approval, an annual work plan of activities (including proposed Action Plans to be implemented by PSOs and training and workshop programs) proposed for inclusion in the Project during the following calendar year, together with a budget for such activities and a timetable for their implementation, as well as a proposed Indigenous Peoples’ Plan in the event the proposed work plan of activities involves any Indigenous Peoples; and (b) thereafter, carry out during such following year, such work plan as shall have been approved by the Association and in accordance with such Indigenous Peoples’ Plan as shall have been approved by the Association and disclosed to the affected groups. Only activities included in an annual work plan approved by the Association shall be eligible for inclusion in the Project.

2. Action Plans

Without limitation on the provisions of paragraph 1 of this Section, no development action plan shall be eligible for inclusion as an Action Plan under Part A.2 of the Project unless and until the Recipient:
(a) through the PSO proposing to carry out such plan, shall have prepared such plan in accordance with the Project Implementation Manual;

(b) through such PSO has established an HIV/AIDS sector unit with terms of reference acceptable to the Association, with qualified and experience staff in adequate numbers and other resources required to carry out its functions, and a financial management system satisfactory to the Association; and

(c) and such PSO have concluded arrangements satisfactory to the Association for the proper implementation of such development action plan in accordance with the Project Implementation Manual.

3. **Training and Workshops**

The Recipient shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Annual Work Plan it shall identify in the work plan: (a) the objective and content of the training or workshop envisaged; (b) the selection method of institutions conducting such training or workshop; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the personnel selected to attend the training or the workshop.

**D. Safeguards**

The Recipient shall carry out the Project in accordance with the Environmental and Social Management Framework (including the Bio-Medical Waste Management Plan), the Indigenous Peoples’ Planning Framework and any Indigenous People’s Plan prepared pursuant to Part C of this Section I, and shall not amend, supplement or waive any provision of the Environmental and Social Management Framework, Bio-Medical Waste Management Plan, Indigenous Peoples’ Planning Framework or Indigenous People’s Plan without the Association’s prior written approval.

**E. Micro-projects**

1. The Recipient shall ensure that each Micro-Grant is made to a CSO for a Micro-Project in accordance with eligibility criteria and procedures acceptable to the Association, which shall include the following (as the same may be further elaborated in the Project Implementation Manual): (a) the CSO has the legal capacity to contract under the laws of the Recipient; (b) the CSO has prepared the Micro-Project; and (c) the Association has approved the Micro-Project.
2. The Recipient shall ensure that each Micro-Grant is made under a Micro-Grant Agreement with the respective CSO on terms and conditions approved by the Association, which shall include the following:

(a) The Micro-Grant shall be made on a grant basis.

(b) The Micro-Grant Agreement shall contain a description of the approved Micro-Project, with its budget and performance indicators.

(c) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the CSO to use the proceeds of the Micro-Grant, or obtain a refund of all or any part of the amount of the Micro-Grant then withdrawn, upon the CSO’s failure to perform any of its obligations under the Micro-Grant Agreement; and (ii) require each CSO to: (A) carry out its Micro-Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient and with the Biomedical Waste Management Plan and any Indigenous Peoples’ Plan applicable to such Micro-Project; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Micro-Grant in accordance with the provisions of this Agreement and ensure that such goods, works and services shall be used exclusively in the carrying out of the Micro-Project; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Micro-Project and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Micro-Project; and (2) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect the Micro-Project, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Micro-Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Micro-Grant Agreement or any of its provisions.
F. Project Counterpart Funds

1. The Recipient shall open and thereafter at all times throughout the implementation of the Project maintain in a financial institution and on terms and conditions acceptable to the Association, an account into which all counterpart funds required for the Project shall be deposited and maintained until required to pay for Eligible Expenditures.

2. Without limitation upon the provisions of Section 4.03 of the General Conditions, the Recipient shall deposit into the Project Counterpart Funds Account each of the following amounts not later than the dates indicated next to such amount:

<table>
<thead>
<tr>
<th>Amount (in Dollars)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>USD1 million</td>
<td>Effective Date</td>
</tr>
<tr>
<td>USD 2 million</td>
<td>March 2010</td>
</tr>
<tr>
<td>USD 2 million</td>
<td>September 2010</td>
</tr>
<tr>
<td>USD 2 million</td>
<td>March 2011</td>
</tr>
<tr>
<td>USD 2 million</td>
<td>September 2011</td>
</tr>
<tr>
<td>USD 1 million</td>
<td>February 2012</td>
</tr>
</tbody>
</table>

3. The Recipient shall ensure that all amounts deposited in the Project Counterpart Funds Account shall be used exclusively to pay for Eligible Expenditures.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
1. Percentage of men and women aged 15-49 having used a condom during their last sexual contact with a casual partner.

2. Percentage of men and women aged 15 to 49 (a) reporting knowledge that HIV can be transmitted from mother to child during pregnancy, and (b) identifying condoms as a prevention method.

3. HIV prevalence among 15-19 year-old women.

4. Percentage of pregnant women living with HIV who received antiretroviral therapy to reduce the risk of mother to child transmission.

5. Number of people living with HIV/AIDS benefiting from antiretroviral treatment and monitoring at the frequency defined by national guidelines.

6. Number of Orphans and other vulnerable children receiving a package of services (education, health, and psycho-social support).

7. Number of regional HIV/AIDS units (UDLS) reporting annually on at least 75% of the indicators specified in the Project Implementation Manual.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than 45 days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.
Section III. Procurement

A. General

1. Goods. All goods required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
<tr>
<td>(d) Community Participation procedures which have been found acceptable to the Association.</td>
</tr>
</tbody>
</table>
(e) Procurement from United Nations agencies including the Inter-Agency Procurement Services Office of the United Nations (IAPSO), the United Nations International Children's Fund (UNICEF), the United Nations Fund for Population Activities (UNFPA), and the World Health Organization (WHO).

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Least Cost Selection</td>
</tr>
<tr>
<td>(b) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(c) Selection of Individual Consultants</td>
</tr>
<tr>
<td>(d) Single-source Selection</td>
</tr>
</tbody>
</table>

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.
Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Consultants’ Services, Training and Operating Costs for the Project</td>
<td>3,400,000</td>
<td>33 1/3%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,400,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2012.

3. The Closing Date of the Original Financing Agreement is amended to read June 30, 2012.
APPENDIX

Section I. Definitions

1. “Action Plan” means a specific development action plan referred to in Part A.2 of the Project to fight against the HIV/AIDS epidemic, approved by the Association in accordance with, and which otherwise comply with the requirements of, Section I.C of Schedule 2 to this Agreement, and to be carried out by a PSO (as hereinafter defined).

2. “AIDS” means the Acquired Immune Deficiency Syndrome.


4. “Bio-Medical Waste Management Plan” means the plan dated 11 May 2009, adopted by the Recipient for the management of hazardous health/medical waste under the Project, as the same may be amended and/or supplemented from time to time with the prior written agreement of the Association in accordance with the provisions of Section I.D of Schedule 2 to this Agreement; and such term includes any schedule to the Plan.

5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


7. “CNLS” means the Conseil National de Lutte contre le SIDA, the Recipient’s National Council for the Fight against HIV/AIDS, established and operating pursuant to the CNLS/UDLS Decree.


9. “CNSEE” means Centre National de la Statistique et des Études Économiques, the Recipient’s national statistics authority under the Recipient’s ministry responsible for planning, or any successor thereto.
10. “CSO” means a civil society organization established as a legal entity and operating under the laws of the Recipient, including *inter alia*, rural or urban communities, grass-root organizations, religious and cultural organizations, professional and non-professional associations, private enterprises, NGOs and community-based associations involved in the fight against HIV/AIDS and which have met the eligibility criteria set out in the Project Implementation Manual and the requirements of Section I.E of Schedule 2 to this Agreement.

11. “Environmental and Social Management Framework” means the Recipient’s Environmental and Social Management Framework, set forth in the document entitled “*Projet de Lutte contre le VIH/SIDA et de Santé (PLVSS 2) (Phase d’extension) – Cadre de Gestion Environnementale et Sociale (CGES) – Rapport Final*” and dated May 11, 2009, as the same may be amended and/or supplemented from time to time with the prior written agreement of the Association in accordance with the provisions of Section I.D of Schedule 2 to this Agreement; and such term includes any schedule to the Plan.

12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006), with the modifications set forth in Section II of this Appendix.

13. “HIV” means the Human Immuno-Deficiency Virus.

14. “Indigenous Peoples” has the meaning ascribed to it in the Association’s Operational Policy No. 4.10 (Indigenous Peoples), dated July 2005.

15. “Indigenous Peoples’ Plan” means a plan developed by the Recipient pursuant to the Indigenous Peoples’ Planning Framework in accordance with the provisions of Section I. C. of Schedule 2 to this Agreement and acceptable to the Association.

16. “Indigenous Peoples’ Planning Framework” means the Recipient’s framework, dated May 15, 2009 and referred to in Section I. D. of Schedule 2 to this Agreement, which provides guidelines and procedures for the preparation, adoption and implementation of Indigenous Peoples’ Plan(s) for the consultation with and informed participation of Indigenous Peoples who are present in or have collective attachment to areas under the Project, as said framework may be amended and/or supplemented from time to time with the prior approval of the Bank;
17. “Micro-Grant” means a grant to be made out of the proceeds of the Grant to a CSO to finance a Micro-Project;

18. “Micro-Grant Agreement” means the agreement to be entered into between the Recipient and a CSO, providing a Micro-Grant for a Micro-Project and referred to in Section I.E of Schedule 2 to this Agreement.

19. “Micro-Project” means a specific development project described in Part B.1 of the Project, to be implemented by an CSO and financed, or proposed to be financed, through a Micro-Grant.

20. “MSASF” means the Recipient’s ministry responsible for health.

21. “NGO” means a non-governmental organization established and operating under the laws of the Recipient.

22. “Operating Costs” means the incremental expenses incurred on account of Project implementation, consisting of office supplies, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office maintenance costs, office equipment maintenance, utilities, documents duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project and salaries of contractual staff for the Project, but excluding salaries of officials of the Recipient’s civil service.

23. “Original Financing Agreement” means the development grant agreement for a HIV/AIDS and Health Project between the Recipient and the Association, dated May 4, 2004 as amended to the date of this Agreement (Grant No H082 COB).

24. “Original Project” means the Project described in the Original Financing Agreement.

25. “Orphans” means children under the age of 16 who have lost one or both parents.

26. “PDSS” means the Project described in the Financing Agreement for a Health Sector Services Development Project between the Recipient and the Association, dated July 18, 2008 (Grant No H393-CG).
27. “PES” means the permanent executive secretariat of the CNLS the specific attributions of which are defined in arrêté No. 200 dated February 3, 2003 (the “PES Decree”).


29. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 2, 2009, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

30. “Project Counterpart Funds Account” means the account to be established and maintained by the Recipient in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.

31. “Project Implementation Manual” or “PIM” means the Recipient’s manual dated June 22, 2009, containing detailed arrangements and procedures for the Project, including, inter alia, policies, financial, administrative, procurement and accounting procedures as well as guidelines to be followed in the implementation and monitoring of the Project, as the same may be amended and/or supplemented from time to time with the prior written agreement of the Association; and such term includes any schedule to the PIM.


33. “STI” means sexually transmitted infections.

34. “Training” means the following expenditures incurred in providing training: scholarships, stipends, preparation and purchase of training materials, rental of training facilities, health insurance for travel abroad, per diem allowances during the training and travel costs to the training location of participants to such training.

35. “UDLS” means Unité Départementale de Lutte contre le VIH/SIDA, the Recipient’s provincial committee for the fight against HIV/AIDS established and operating pursuant to the CNLS/UDLS Decree.