Global Financing Facility Trust Fund

Grant Agreement
(Additional Financing for Health System Strengthening for Better Maternal and Child Health Results Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility Trust Fund Grant)

Dated April 19, 2017
GLOBAL FINANCING FACILITY TRUST FUND
GRANT AGREEMENT

AGREEMENT dated April 19, 2017, entered into between the DEMOCRATIC REPUBLIC OF CONGO ("Recipient"), and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"), acting as administrator of the Global Financing Facility Trust Fund Grant, 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
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the Association Out of Various Funds, dated February 15, 2012, ("Standard Conditions"), 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 Standard Conditions or in the Appendix to this Agreement.

Article II
The Project

2.01. The Recipient, through MOPH, declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project") and the PNDS Program. To this end, the Recipient shall carry out the Project through MOPH in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 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 III
The Grant

3.01. 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 equal to forty million United States Dollars ($40,000,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the Association receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Association's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension consist of the following:

(a) any legislative and regulatory text governing the operations of MOPH or any other entity involved in the implementation of the Project shall have been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the implementation of the Project.

(b) a situation has arisen which shall make it improbable that the PNDS Program, or a significant part of it, will be carried out

Article V
Effectiveness; Termination

5.01 This Agreement shall not become effective until evidence satisfactory to the Association has been furnished to the Association that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, there shall be furnished to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association or, if the Association so requests, a certificate satisfactory to the Association of a competent official of the Recipient, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the Association shall otherwise agree, this Agreement shall enter into effect on the date upon which the Association dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Association to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been
effective, the Association may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04 This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred and twenty (120) days after the date of this Agreement, unless the Association, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Association shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister in charge of finance.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance
Boulevard du 30 Juin - Commune de la Gombe
Kinshasa I
Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 82 58 522 40

6.03. The Association’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INDEVAS
Tel.: +243 82 58 522 40
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
AGREED at District of Columbia, United States of America, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By: 

[Signature]

Authorized Representative

Name: H.E. HENRY YAU MULANG

Title: MINISTER OF FINANCE

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility Trust Fund Grant)

By: 

[Signature]

Authorized Representative

Name: AHMADOU MOUSTAPHA NDIAYE

Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The objective of the Project is to improve utilization and quality of maternal and child health services in targeted areas within the Recipient’s territory.

The Project consists of the Original Project modified as set forth below (including a new Part 4):

Part 1: Improve Utilization and Quality of Health Services at Health Facilities through Performance Based Financing

Support the Recipient to use PBF for the provision of a Package of Priority Health Services with emphasis on child, adolescent and maternal health services, and family planning, nutrition and sexual and gender-based violence ("SGBV") interventions.

Part 2: Improve Governance, Purchasing and Coaching and Strengthen Health Administration Directorates and Services through Performance Based Financing

Provision of support and assistance to the Recipient, including through PBF, to strengthen:

(a) the capacity, inter alia, of selected Health Administration Directorates and Services within MOPH, the Health Verification Teams and civil society organizations, for PBF administration, management and internal verification and for delivery of PBF capacity development activities; and

(b) the capacity of ACVE PBF external verification, through the provision of technical advisory services, goods, non-consulting services, Operating Costs, Training and Workshops.

Part 3: Strengthen Health System Performance Financing, Health Policy, and Surveillance Capacities

Provision of support and assistance to the Recipient to:

(a) implement activities to reinforce health reform processes, including strengthening healthcare financing policy and practice through, inter alia: (i) improvement of health system planning and budgeting processes at the national and decentralized levels through the use of mid-term expenditure frameworks; (ii) provision of support to the design and development of national health financing and universal health care strategies; (iii) strengthening of the capacity of MOPH in the oversight, management and delivery of health care; and (iv) carrying out of effective and efficient
Project management to ensure overall coordination and monitoring of the activities to be implemented under the Project;

(b) strengthen monitoring and evaluation mechanisms in the health sector, notably through the provision of support to the health management information systems and CT-FBR Units implementing an appropriate ICT solutions program to ensure interoperability of web-based information technology systems for the creation of integrated e-health architecture; and

c) support and strengthen: (i) the retirement program of MOPH, through payment of retirement benefits to potential members of MOPH staff deemed eligible to a pension; (ii) the organizational reform of MOPH through implementation of its newly revised organizational chart; and (iii) technical support of the retirement program.

**Part 4: Disease Surveillance Strengthening and Response**

(a) Provision of technical advisory services and material assistance to support enhancement of national surveillance of priority diseases and timely reporting of emergencies in line with international health regulations.

(b) *Contingent Emergency Response* ("CER"): provision of immediate response to an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster ("Eligible Crisis or Emergency"), as needed.
Section I. Institutional and Other Arrangements

A. Institutional Arrangements

The Recipient shall:

1. Designate MOPH, throughout the period of Project implementation, to be responsible for prompt and efficient oversight, coordination and management of the implementation of activities under the Project, and to take all actions, including the provision of funding, personnel and other resources necessary to enable said MOPH to perform said functions, as further described in the Project Implementation Manual.

2. Maintain, throughout the period of Project implementation, the PNDS National Steering Committee to provide strategic and policy guidance, and approve the Annual Work Program, with terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.

3. Maintain, throughout the period of Project implementation, the CS&E Committee to assess the performance of the Health Administration Directorates and Services under Part 2 of the Project, with terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.

4. Maintain, throughout the period of Project implementation, the DEP to run the day-to-day management and coordination of the Project, with staffing, terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.

5. Maintain, throughout the period of Project implementation, the CT-FBR in DEP to provide the technical assistance to DEP needed to implement the PBF activities, as well as other policy guidance related to PBF approaches under the Project, with staffing, terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.

6. Maintain, throughout the period of Project implementation, the EUPs to carry out internal verification, training and supervision activities for the Project at the provincial level, with staffing, terms of reference, composition and powers acceptable to the Association, as further described in the Project Implementation Manual.
B. **Annual Work Programs**

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Program").

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

3. Only those activities which are included in an Annual Work Program shall be implemented. Except with the prior and written concurrence of the Association, the Annual Work Program shall not be waived, amended or otherwise modified to include new activities.

C. **Anti-Corruption**

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

D. **Verification**

1. **Internal Verification**

   The Recipient shall, under terms of reference acceptable to the Association, and as further detailed in the PBF Manual, ensure that the EUPs verify on a quarterly basis: (a) the quality and quantity of the Package of Priority Health Services delivered under Part 1 of the Project; and (b) in cooperation with the CS&E Committee, the performance of implementing Health Administration Directorates and Services at the decentralized level under the Performance Frameworks, under Part 2 of the Project.

2. **External Verification**

   The Recipient, not later than 3 months after the Effective Date, recruit and thereafter maintain, under terms of reference satisfactory to the Association, and in accordance with the PBF Manual, the ACVE to conduct independent annual verifications of: (a) the Package of Priority Health Services delivered under Part 1 of the Project; and (b) the performance of implementing agencies (including Health Administration Directorates and Services) under the Performance Frameworks of Part 2 of the Project.
E. **PBF Grants**

1. To facilitate the carrying out of Parts 1 and 2 of the Project, the Recipient shall:

   (a) provide grants ("PBF Grants") for the benefit of Health Administrative Directorates and Services, and Health Facilities in accordance with eligibility criteria and procedures set forth in the PBF Manual;

   (b) sign grant agreements with Health Administrative Directorates and Services and Health Facilities, under terms and conditions approved by the Association, as further described in the PBF Manual ("PBF Grant Agreements"); and

   (c) exercise its rights under the PBF Grant Agreements in such manner as to protect its interests and those of 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 the PBF Grants or any of their provisions. In case of any conflict between the terms of the PBF Grants and the terms of this Agreement, the terms of this Agreement shall prevail.

F. **Project Implementation Manual, PBF Manual and Safeguards Documents**

1. The Recipient shall, not later than 3 months after the Effective Date, revise and update the Project Implementation Manual, PBF Manual and Safeguards Documents to take into account the requirements and specificities of this Additional Financing.

2. Subject to paragraph 1 of this Part, the Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual, the PBF Manual and the Safeguards Documents.

3. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, PBF Manual or Safeguards Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual, PBF Manual or Safeguards Documents, on the one hand, and the provisions of this Agreement, on the other, the provisions of this Agreement shall prevail.
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports; Completion Report

1.  The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of 2.06 of the Standard Conditions and on the basis of indicators set forth in the Project Implementation Manual and found acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five days after the end of the period covered by such report.

2.  The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the Association not later than six months after the Closing Date.

B.  Financial Management; Financial Reports; Audits

1.  The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2.  The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the Association not later than forty-five days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the Association.

3.  The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Grant. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III.  Procurement

A.  General

1.  Goods and Non-Consulting Services. All goods and non-consulting 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 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Non-Consulting Services**

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

2. **Other Methods of Procurement of Goods and Non-Consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding, (b) National Competitive Bidding, subject to the additional provisions referred to in subparagraph 3 below; (c) Shopping; (d) Direct Contracting; (e) Community Participation in Procurement and/or non-governmental organizations (NGOs); (f) Procurement from United Nations Agencies; (g) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (h) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association; and (i) Performance Based Procurement.

3. **Additional Provisions for National Competitive Bidding**

National Competitive Bidding may be used subject to using the open procedure ("appel d'offres ouvert") set forth in the Recipient’s Public Procurement Law No 10/010 dated April 27, 2010 (the “PPL”) and the Manual of Procedures of the PPL as per Recipient’s Decree No 10/22 dated June 2, 2010 (the “Manual of Procedures”); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

(a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under NCB shall be found acceptable to the Association before their use during the implementation of Project.

(b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their
qualification, experience and capacity to carry out the contract related to the specific bidding process.

(c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient’s Procurement Regulator (*Autorité de Régulation des Marchés Publics*) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later.

(d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder’s capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents.

(e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no “blanket” limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents.

(f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient.

(g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient’s Procurement Regulator (*Autorité de Régulation des Marchés Publics*) web-site.

(h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association’s policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance.
Requirement for administrative documents and/or tax clearance certificate: The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract.

Modifications of a Signed Contract: Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by fifteen percent (15%) or more must be done through an amendment to the signed contract instead of signing a new contract.

C. Particular Methods of Procurement of Consultants' Services

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

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Quality-based Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (g) Single-source procedures for the Selection of Individual Consultants; (h) Selection of United Nations Agencies; and (i) Use of Nongovernmental Organizations (NGOs).

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 Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the Association may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Investment Project Financing" dated February 2017, 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 Grant ("Category"), the allocations of the amounts of the Grant 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 Grant Allocated (expressed in Dollars)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Operational Costs, Training and Workshops under Parts 1, 2 and 3(a) and (b)</td>
<td>40,000,000</td>
<td>100 %</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>40,000,000</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 December 31, 2021.

Section V. Other Undertakings

1. The Recipient shall:

   (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Association, the carrying out of the Project and the achievement of the objective thereof;

   (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about June 15, 2019, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out
of the Project and the achievement of the objective thereof during the period following such date; and

(c) jointly with DEP, CT-FBR, the EUPs and the Association, review, by July 15, 2019, or such later date as the Association shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report, and the Association’s views on the matter.

2. The Recipient shall take steps to ensure that:

(a) each of the directorates of MOPH involved in the implementation of the Project shall have available at all times the requisite number of suitably qualified and experienced dedicated personnel assigned to the Project, along with the appropriate organizational and technological support, and other facilities and resources, as needed to facilitate the smooth implementation of the Project and contribute to the achievement of its objective;

(b) not later than three months after the Effective Date, the relevant directorates and agencies shall have recruited in accordance with the provisions of Section III of this Schedule, a financial management specialist/financial controller, an auditor, an accountant, a nutrition specialist and a SGBV specialist, all of whom shall have terms of reference, qualifications and experience satisfactory to the Association; and

(c) the positions of procurement specialist, financial specialist, independent auditor and other key personnel provided for under the Original Financing Agreement, as well as those of financial management specialist/financial controller, auditor, accountant, nutrition specialist and SGBV specialist referred to in paragraph (b) above, shall be kept filled at all times by persons having qualifications and experience acceptable to the Association.
APPENDIX

Definitions

1. “ACVE” means Agence de Contre-Verification Externe, the entity in charge of carrying out the external verification of services delivered under Parts 1 and 2 of the Project under a service contract with the Recipient.

2. “Additional Financing Agreement” means the agreement of even date herewith between the Recipient and Association providing for an additional financing in an amount of eighty-eight million four hundred thousand Special Drawing Rights (SDR 88,400,000) to assist in financing the Project.


4. “Annual Work Program” means the annual work program to be prepared by the Recipient, through DEP not later than November 30 in each calendar year during Project implementation.

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


7. “CS&E Committee” means Cellule de Suivi et d’Evaluation, a unit established and operating under MOPH, as further described in the Project Implementation Manual.

8. “CT-FBR” means Cellule Technique -Financement Basé sur le Résultat, a unit within the administrative structure of MOPH, under the responsibility of DEP to provide technical guidance to Project activities related to PBF.

9. “DEP” means Direction d’Etude et de Plansification, the planning and monitoring unit of MOPH, in charge of the day-to-day management, and coordination of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.

10. “EUPs” means Etablissements d’Utilité Publique, established and operating under the Recipient’s Law No. 004-2001 dated July 20, 2001, and which will serve as the performance purchasing agencies at the provincial level under Parts 1 and 2 of the Project.
11. “Health Administrative Directorates and Services” means all the health administrative units in the Recipient’s MOPH at all levels.

12. “Health Facilities” means the health facilities in the Recipient’s territory responsible for delivering health services, including the Package of Priority Health Services under the supervision of MOPH.

13. “Health Verification Teams” means the teams hired by the EUPs responsible for verifying the quality and quantity of services and performance under Parts 1 and 2 of the Project.

14. “ICT” means information and communication technology.

15. “Indigenous Peoples Planning Framework” means the Indigenous Peoples Planning Framework, adopted in revised form by the Recipient in February 2017, and thereafter publicly re-disclosed in February 2017, on the website www.drc.gov and at the World Bank’s Infoshop, outlining measures to ensure culturally appropriate social and economic benefits for indigenous peoples under the Project and avoidance, minimization, or mitigation of or compensation for any potential adverse effects on them associated with activities to be implemented under the Project, as shall have been agreed with the Association for purposes of Project implementation, as the same may be updated from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said framework.

16. “Medical Waste Management Plan” means the Medical Waste Management Plan, adopted in revised form by the Recipient in February 2017, and thereafter publicly re-disclosed in February 2017, which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse impacts of medical waste management, as published and available to the public on the website www.drc.gov, as the same may be updated from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said plan.

17. “MOPH” means the Recipient’s Ministry in charge of public health or any successor thereto.

18. “Operating Costs” means recurrent costs of the Project incurred on account of: (a) operation and maintenance of vehicle, repairs, fuel and spare parts; (b) computer maintenance, including hardware and software; (c) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (d) office supplies; (e) rent and maintenance for office facilities; (f) utilities and insurances, including health insurances and health-related services; (g) travel and per diem costs for technical staff carrying out supervisory and quality
control activities; and (h) salaries of support staff for CT-FBR and DEP, but excluding salaries of the Recipient’s civil servants.

19. “Original Financing Agreement” means the financing agreement for a Health System Strengthening for Better Maternal and Child Health Results Project between the Recipient and the Association, dated January 20, 2015 (Credit No. 5572-ZR and Grant No. D021-ZR), as subsequently amended from time to time.

20. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

21. “Package of Priority Health Services” means the package of health services defined in the PBF Manual and pursuant to which a PBF Grant shall be made to Health Facilities under Part 1 of the Project.

22. “PBF” means performance-based financing, a financing approach where payments are conditional quality and quantity of services performed Under Parts 1 and 2 of the Project.

23. “PBF Grants” means the grant agreements between the Recipient and the Health Administrative Directorates and Services as well as Health Facilities for the implementation of Part 1 and 2 of the Project, under terms and conditions approved by the Association, as further described in the PBF Manual.

24. “PBF Manual” means the PBF Manual, dated June 7, 2016, adopted by the Recipient, describing the operational procedures under Parts 1 and 2 of the Project, as such manual may be amended from time to time.

25. “Performance Framework” means performance contracts to be signed between different units of MOPH for the implementation of Part 2 of the Project as further detailed in the PBF Manual.

26. “PNDS Program” means Plan National de Développement Sanitaire, dated March 2010, the Recipient’s multiannual national program designed to improve the health status of its population, or any successor program thereto.

27. “PNDS National Steering Committee” a steering committee established and operating under the Recipient’s Decree No. 13048 dated October 6, 2013, to provide strategic and policy guidance and approve the Annual Work Programs, as further described in the Project Implementation Manual.

29. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 10, 2014, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

30. "Project Implementation Manual" means the Project Implementation Manual, dated June 7, 2016, adopted by the Recipient and found satisfactory to the Association, giving details of: (a) the terms of reference, functions and responsibilities for the members or personnel of CT-FBR, DEP, the EUPs, the PNDS National Steering Committee, and the CS&E Committee; (b) the procedures for procurement of goods, non-consulting services, consultants' services, Operating Costs, Training and Workshops, as well as for financial management and audits under the Project; (c) the indicators to be used in the monitoring and evaluation of the Project; (d) flow and disbursement arrangements of Project funds; (e) the communication strategy for the Project; and (f) the Safeguards Documents as such manual may be amended from time to time with the Association's prior approval.

31. "Safeguards Documents" means, singly or collectively, the Medical Waste documents which may be amended from time to time.

32. "SGBV" means sexual and gender-based violence.

33. "Workshops and Training" means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.