OFFICIAL DOCUMENTS

CREDIT NUMBER 5846-SL

Financing Agreement

(Health Service Delivery and System Support Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 04, 2016
FINANCING AGREEMENT

AGREEMENT dated August 04, 2016, entered into between the REPUBLIC OF SIERRA LEONE ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS: (A) Having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project"), the Recipient has requested the Association to extend a credit to assist in the financing of the Project; and

(B) the Association, acting as Administrator of the Ebola Recovery and Reconstruction Trust Fund (ERRTF), has agreed to co-finance the Project with the ERRTF Co-financing Grant pursuant to the terms and conditions of the ERRTF Grant Agreement between the Recipient and the Association of the same date;

NOW THEREFORE, 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 credit in an amount equivalent to seven million one hundred thousand Special Drawing Rights (SDR 7,100,000) (variously, "Credit" and "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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
2.05. The Payment Dates are March 15 and September 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is 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 through the Ministry of Health and Sanitation (MoHS) 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— EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following:

(a) The ERRTF Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals it (other than the effectiveness of this Agreement) have been fulfilled.

(b) The Recipient has established the Project Steering Committee in accordance with the provisions of Section I.A(2) of Schedule 2 to this Agreement.

(c) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B of the Schedule 2 to this Agreement.

(d) The Recipient has employed or assigned to the IHPAU required personnel including accountants, finance assistants and procurement officers, all with qualifications and experience satisfactory to the Association; and has procured and installed computerized accounting software satisfactory to the Association.

4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
4.03. 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 (20) years after the date of this Agreement.

ARTICLE V—REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister responsible for finance.

5.02. The Recipient’s Address is:

Ministry of Finance and Economic Development
Treasury Building
George Street
Freetown, Sierra Leone

Facsimile: 232 22 229 060; 228 472

5.03. The Association’s Address is:

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

Cable: INDEVAS Telex: 248423 (MCI) Facsimile: 1-202-477-6391
AGREED at Freetown, Sierra Leone, as of the day and year first above written.

REPUBLIC OF SIERRA LEONE

By:

[Signature]

Authorized Representative

Name: Harmony L. Kamara

Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

[Signature]

Authorized Representative

Name: P. Bakar

Title: CM
SCHEDULE 1

Project Description

The objectives of the Project are: (a) to increase the utilization and improve the quality of essential maternal and child health services; and (b) in the event of an Eligible Crisis or Emergency, to provide immediate and effective response to said Eligible Crisis or Emergency.

The Project consists of the following parts:

Part A: Health Service Delivery

A.1 Community-Level Engagement

1. Carrying out a program of activities to strengthen and improve community engagement and access to basic health care and information, such activities to include:

(a) training and routine supervision of community health workers;

(b) providing financial and non-financial incentives to Eligible Community Health Workers;

(c) developing appropriate tools for community monitoring of the delivery of essential, preventive and curative health services;

(d) training of community facilitators and carrying out of regular community consultations to receive feedback on availability and quality of service delivery; and

(e) supporting DHMTS and MoHS to follow up on community health service delivery concerns.

2. Carrying out a program of activities to improve public health and education, such activities to include:

(a) finalizing the national environmental health policy and strategy;

(b) reviewing and updating the public health legislation;

(c) dissemination of the environmental health policy and legislation;

(d) training of selected public health aids;
(e) providing identity cards, uniforms and personal protective equipment to public health aids; and

(f) carrying out of supervision and financing of operational expenses associated with inspection and enforcement of public health and sanitation regulations.

A.2 Facility-Level Service Strengthening

1. Carrying out a program of activities to strengthen facility level service delivery, such activities to include:

   (a) providing essential drugs, medical supplies and equipment to selected health facilities; and

   (b) recruiting and deploying multi-disciplinary clinical teams to selected health facilities and supporting their outreach work in Peripheral Health Units.

2. Carrying out of a program of activities to support the establishment of emergency medical services and improve emergency medical services delivery, such activities to include:

   (a) carrying out of initial and refresher training of selected drivers and paramedics;

   (b) carrying out publicity on emergency medical services; and

   (c) providing support for national coordination of emergency medical services.

Part B: Health System Support

B.1 Health Human Resource Development

1. Carrying out a program of activities to strengthen health human resource development, such activities to include:

   (a) supporting the development of the post graduate medical training program including hiring of teaching and administrative staff, acquisition of books and other instructional materials, acquisition of laboratory materials and equipment, and supporting the clinical residency training program including administering of entrance examinations, and providing support for continuing education and rotations in the sub-region;
(b) providing stipends to Eligible Post-Graduate Students and Eligible Trainee Nurses;

(c) supporting the training of auxiliary health workers including developing curricula, acquisition of books, pedagogical and other instructional materials, acquisition of laboratory materials and equipment, acquisition of dormitory and class room materials, and hiring of teaching and administrative staff; and

(d) supporting continuing professional development programs for medical doctors, nurses and midwives.

B.2 Sector Coordination and Management

1. Carrying out a program of activities to enhance sector coordination and management, such activities to include:

   (a) providing technical assistance and support for the operations of the directorates in MoHS, including supporting district planning and supervision, carrying out of monitoring and evaluation activities including developing and installing a health management information system and publication of associated bulletin, developing of sector strategies and carrying out of sector studies;

   (b) building the capacity of and supporting District Health Management Teams (DHMTs) including training of DHMTs, providing support for the carrying out of regular review and monitoring of the state of health in the Districts, and supporting the surveillance of maternal deaths in health facilities and communities; and

   (c) supporting the implementation of the Service Level Agreements (SLAs) Initiative including financing of staff in the SLA Management Unit, carrying out of routine supervision and consultations with Implementing Partners and publication of quarterly updates.

B.3 Project Management Monitoring and Evaluation

1. Financing of Operating Costs associated with Project coordination and implementation.

2. Carrying out of monitoring and evaluation of the Project including carrying out of specialized surveys and collection and analysis of data.

3. Capacity building and training of staff involved in Project implementation.
Part C: Contingency Emergency Response

Providing immediate response to an Eligible Crisis or Emergency as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Ministry of Health and Sanitation

1. The Ministry of Health and Sanitation (MoHS) shall be responsible for overall implementation of the Project and shall for this purpose designate and thereafter maintain throughout Project implementation, the chief medical officer as the Project director to undertake these responsibilities.

Project Steering Committee

2. The Recipient shall maintain throughout Project implementation, a Project Steering Committee with membership and terms of reference satisfactory to the Association and with adequate resources to carry out its responsibilities under the Project.

3. Without limitation on the foregoing, the functions of the Project Steering Committee shall be to provide overall coordination and strategic guidance over the Project.

Integrated Health Project Administration Unit

4. The Recipient shall:

(a) maintain throughout Project implementation, the Integrated Health Project Administration Unit with terms of reference, staffing and other resources satisfactory to the Association; and

(b) assign to the IHPAU at all times during Project implementation, the fund management specialist, a financial management specialist, a procurement specialist, a monitoring, evaluation, accountability and learning specialist, an audit specialist and such other staff as may be agreed with the Association, all with qualifications, experience, and terms of reference satisfactory to the Association.

5. Without limitation on the foregoing, the IHPAU shall be responsible for the day-to-day administration, financial management, procurement and monitoring and evaluation of the Project.
B. Implementation Arrangements

*Project Implementation Manual*

1. The Recipient shall:

   (a) (i) not later than the Effective Date prepare and furnish to the Association a Project implementation manual containing detailed guidelines and procedures for the implementation of the Project, including: administration and coordination; monitoring and evaluation (including indicators required therefor); financial, procurement and accounting procedures; social and environmental safeguards; corruption and fraud mitigation measures; roles and responsibilities of various directorates in the implementation of Project, guidelines on the implementation of the community health workers incentive scheme including selection and performance criteria and complaints handling mechanisms, guidelines on the administration of the stipends, and such other arrangements and procedures as shall be required for the effective implementation of the Project; and

   (ii) thereafter adopt and carry out the Project in accordance with such Project Implementation Manual as shall have been approved by the Association (Project Implementation Manual); and

   (b) except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.

2. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

*Annual Work Plans and Budget*

3. The Recipient shall, not later than November 30 of each year, prepare and furnish to the Association, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.

4. The Recipient shall exchange views with the Association on each such proposed annual work plan, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association (Annual Work Plan and Budget).
C. **Immediate Response Mechanism**

In order to ensure the proper implementation of Part C of the Project ("Contingent Emergency Response") ("IRM Part"), the Recipient shall take the following measures.

1. The Recipient shall:

   (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the IRM Part, including:

      (i) designation of terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing the IRM Part ("Coordinating Authority");

      (ii) specific activities which may be included in the IRM Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion;

      (iii) financial management arrangements for the IRM Part;

      (iv) procurement methods and procedures for Emergency Expenditures to be financed under the IRM Part;

      (v) documentation required for withdrawals of Emergency Expenditures;

      (vi) environmental and social safeguards management frameworks for the IRM Part, consistent with the Association’s policies on the matter; and

      (vii) any other arrangements necessary to ensure proper coordination and implementation of the IRM Part;

   (b) afford the Association a reasonable opportunity to review said proposed operations manual;

   (c) promptly adopt such operations manual for the IRM Part as shall have been approved by the Association ("IRM Operations Manual");

   (d) ensure that the IRM Part is carried out in accordance with the IRM Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the IRM Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
(e) not amend, suspend, abrogate, repeal or waive any provision of the IRM Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the IRM Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the World Bank.

3. The Recipient shall undertake no activities under the IRM Part (and no activities shall be included in the IRM Part) unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the IRM Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

D. Anti-Corruption

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

E. Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of the Safeguards Documents.

2. If any Supplemental Social and Environmental Safeguard Instrument is required under ESMF, the Recipient shall:

(a) prepare:

(i) such Supplemental Social and Environmental Safeguard Instrument in accordance with the ESMF;

(ii) furnish such Supplemental Social and Environmental Safeguard Instrument to the Association for review and approval; and
(iii) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activities; and

(b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

3. The Recipient shall ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association's environmental and social safeguards policies and the Recipient's own laws relating to the environment and social aspects.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with such Safeguards Instrument including the related Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.

F. Incentives for Eligible Community Health Workers

1. To facilitate the carrying out of Part A.1(1.b) of the Project, the Recipient shall ensure that prior to financing incentives to Eligible Community Health Workers, Eligible Community Health Workers and recipient communities enter into contractual agreements, under terms and conditions satisfactory to the Association, including:

(a) defining the roles, responsibilities, and obligations of the Eligible Community Health Workers; and
(b) indicating the criteria, manner, and timing for evaluating the Eligible Community Health Workers’ performance, including potential termination provisions.

2. The Recipient shall ensure that Part A.1(1.b) of the Project is carried out in accordance with the Community Health Workers Deployment and Incentives Plan, the Project Implementation Manual and the contractual arrangements referred to in paragraph (1) immediately above.

G. Stipends

1. For the purpose of, and prior to, awarding stipends under Part B.1(1.b) of the Project, the Recipient shall:

   (a) select Eligible Post-Graduate Students and Eligible Trainee Nurses in accordance with eligibility criteria, selection methods and procedures acceptable to the Association, set forth in the PIM, and shall review, appraise and evaluate the award of Stipends, all in accordance with transaction, control and clearance processes and the procedural mechanisms and other provisions acceptable to the Association, as further set forth in the PIM.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association and set out in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

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

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

4. Notwithstanding the provisions of paragraph 3 above, the Recipient shall carry out a procurement audit of the Project. Each procurement audit shall cover a period of one fiscal year of the Recipient and the procurement audit report shall be provided not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works 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, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:
### Procurement Method

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>(a)</td>
<td>National Competitive Bidding (<em>Subject to the additional provisions set out in paragraph 3 below</em>)</td>
</tr>
<tr>
<td>(b)</td>
<td>Shopping</td>
</tr>
<tr>
<td>(c)</td>
<td>Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association and set out in the Project Implementation Manual</td>
</tr>
<tr>
<td>(d)</td>
<td>Procurement from UN Agency</td>
</tr>
<tr>
<td>(e)</td>
<td>Direct Contracting</td>
</tr>
<tr>
<td>(f)</td>
<td>Community Participation procedures which have been found acceptable to the Association and set out in the Project Implementation Manual</td>
</tr>
</tbody>
</table>

3. **Additional National Competitive Bidding (“NCB”) Procedures.** The procedures to be followed for NCB shall be those set forth in the Recipient’s Public Procurement Act (“Act”), provided, however, that said procedures shall be subject to the provisions of Section I and paragraphs 3.3 and 3.4, respectively, of the Procurement Guidelines, and subject to the following additional procedures (i.e. exceptions to the Act):

   (a) Bidding documents acceptable to the Association shall be used;

   (b) Eligibility to participate in a procurement process and to be awarded an Association-financed contract shall be as defined under Section I of the Procurement Guidelines. Accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process;

   (c) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids;

   (d) no margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation;
(e) Joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in a single envelope;

(f) an extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the Association;

(g) all bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the Association’s prior written concurrence;

(h) Qualification criteria shall be applied on a pass or fail basis;

(i) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities;

(j) 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; and

(k) 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 submission of bids and contract performance.

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 the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultant 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) Quality-based Selection</td>
</tr>
<tr>
<td>(b) Least Cost Selection</td>
</tr>
<tr>
<td>(c) Fixed Budget Selection</td>
</tr>
<tr>
<td>(d) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(e) Single-source Selection of consulting firms</td>
</tr>
<tr>
<td>(f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant</td>
</tr>
<tr>
<td>Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(g) Single-source procedures for the Selection of Individual Consultants</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.

E. Procurement of Emergency Expenditures under the IRM Part of the Project

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the IRM Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the IRM Operations Manual.

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, works, consultant services, non-consulting services, Training and Operating Costs under Part A.1(1) of the Project (except Part A.1(1.b) of the Project)</td>
<td>2,130,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Incentive Payments for Eligible Community Health Workers under Part A.1(1.b) of the Project</td>
<td>2,343,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part A.1(2) of the Project</td>
<td>355,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part A.2(1.a) and (1.b) of the Project</td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>(5) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part A.2(2.a), (2.b) and (2.c) of the Project</td>
<td>355,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, works, consultant services, non-consulting services, Training and</td>
<td>142,000</td>
<td>100%</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td>Percentage</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>(7) Stipends for Eligible Post-Graduate Students and Eligible Trainee Nurses under Part B.1(1.b) of the Project</td>
<td>142,000</td>
<td>100%</td>
</tr>
<tr>
<td>(8) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part B.1(1.c) of the Project</td>
<td>497,000</td>
<td>30%</td>
</tr>
<tr>
<td>(9) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part B.2(1.a) of the Project</td>
<td>142,000</td>
<td>100%</td>
</tr>
<tr>
<td>(10) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part B.2(1.b) and (1.c) of the Project</td>
<td>852,000</td>
<td>100%</td>
</tr>
<tr>
<td>(11) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part B.3 of the Project</td>
<td>142,000</td>
<td>100%</td>
</tr>
<tr>
<td>(12) Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part C of the Project</td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>7,100,000</td>
<td></td>
</tr>
</tbody>
</table>
B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section:

   (a) No withdrawal shall be made for payments made prior to the date of this Agreement except that withdrawals up to an aggregate amount not to exceed SDR 1,420,000 may be made for payments made prior to this date but on or after April 5, 2016 for Eligible Expenditures under Categories (8) and (10).

   (b) No withdrawals shall be made under Categories (3), (5), (6) and (9) unless and until the financing allocated for the same expenditures under the EERP Financing Agreements has been exhausted.

   (c) No withdrawals shall be made under Categories (1) and (2) unless and until:

      (i) the Recipient has adopted the Community Health Workers Deployment and Incentives Plan; and

      (ii) with respect to Incentive Payments, the Recipient has provided evidence that the proposed payments are to be made in respect of Eligible Community Health Workers that have met the performance criteria and other requirements set out in the Project Implementation Manual and Section 1.F of Schedule 2 to this Agreement.

   (d) No withdrawal shall be made under Category (7) for Stipends under Part B.1(1.b) of the Project unless and until the Recipient has provided evidence that the proposed payments are to be made in respect of Eligible Post-Graduate Medical Students and Eligible Trainee Nurses that have met the requirements set out in the Project Implementation Manual and Section I.G of Schedule 2 to this Agreement.

   (e) No withdrawal shall be made under Category (12), for Emergency Expenditures under Part C of the Project, unless and until the World Bank is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:

      (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred and has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
(ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.

(iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.C.2 of this Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted an IRM Operations Manual in form, substance and manner acceptable to the World Bank and the provisions of the IRM Operations Manual remain, or have been updated in accordance with the provisions of Section I.C.1 of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the IRM Part.

2. The Closing Date is September 30, 2019.
# SCHEDULE 3

**Repayment Schedule**

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15, commencing September 15, 2022 to and including March 15, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient and the Association for implementation under the Project in accordance with Section 1.B.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.


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

4. “Community Health Workers Deployment and Incentives Plan” means the plan adopted by the Recipient and acceptable to the Association for the deployment of community health workers in the hard-to-reach areas including the incentives to be provided to those community health workers that fulfil the performance requirements set for the payment of said incentives.


6. “Coordinating Authority” means the entity or entities designated by the Recipient in the IRM Operations Manual and approved by the Association pursuant to Section 1.C.2 of Schedule 2 to this Agreement, to be responsible for coordinating the IRM Part of the Project.

7. “District” means an administrative subdivision of the Recipient established pursuant to the Provinces Act, Chapter 60 of the Laws of the Recipient.

8. “District Health Management Teams” or “DHMTS” means the Recipient’s District-level health teams responsible for management of health matters at the District.

10. "Eligible Community Health Workers" means the Recipient’s community level health workers who have met the eligibility and performance criteria set out in the Project Implementation Manual.

11. "Eligible Crisis or Emergency" means 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.

12. "Eligible Post-Graduate Students" means the post graduate medical students in surgery, pediatrics, obstetrics and gynecology, internal medicine and family medicine participating in the post graduate medical training program supported under the Project and selected in accordance with eligibility criteria and selection processes satisfactory to the Association as further set forth in the PIM.

13. "Eligible Trainee Nurses" means the nurses to undertake training in midwifery selected in accordance with the eligibility criteria and selection processes satisfactory to the Association and set forth in the PIM.

14. "Emergency Expenditure" means any of the Eligible Expenditures set forth in the IRM Operations Manual in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement and required for the activities included in the IRM Part of the Project.

15. "Environmental and Social Management Plan" and "ESMP" means a plan prepared and adopted by the Recipient, as provided in the Environmental and Social Management Framework providing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and social impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the Association.

16. "Environmental and Social Management Framework" or "ESMF" means the framework dated January 2016, in form and substance satisfactory to the Association, prepared by the Recipient, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.

17. "ERRTF Grant Agreement" means the agreement between the Recipient and the Association, acting as an administrator of the Ebola Recovery and Reconstruction Trust Fund, dated on or around the same date as this Agreement, providing for the ERRTF Co-financing Grant, hereafter defined, as such grant agreement may be amended from time to time.
18. "ERRTF Co-financing Grant" means a grant in an amount of five million five hundred thousand United States Dollars to be provided to the Recipient by the Association, acting as an administrator of the Ebola Recovery and Reconstruction Trust Fund under the ERRTF Grant Agreement, to assist in financing the Project.

19. "Fiscal Year" means each fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.


21. "Health Care Waste Management Plan" means the Recipient's plan acceptable to the Association prepared as part of the ESMF, defining the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental impacts of medical waste, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities.

22. "Incentive Payments" means payments to be made to Eligible Community Health Workers under Part A.1(1.b) of the Project and to be financed out of the proceeds of the Financing said payments to be made to Eligible Community Health Workers who have met the performance criteria and in accordance with the procedures and other requirements set out in Section I.F of Schedule 2 to the Agreement and the PIM.

23. "Immediate Response Mechanism Operations Manual" and "IRM Operations Manual" each means the operations manual referred to in Section I.C.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the IRM Part of the Project in accordance with the provisions of said Section.

24. "Implementing Partners" means non-governmental organizations carrying out health care services in the Recipient's territory and which are required to sign Service Level Agreements with MoHS.

25. "Integrated Health Project Administration Unit" or "IHPAU" means the Recipient's department designated to take on the day-to-day financial management, procurement, safeguards and monitoring and evaluation responsibilities under the Project and referred to in Section I.A.4 of Schedule 2 to this Agreement.

26. "IRM Part of the Project" and "IRM Part" each means Part C of the Project.

27. "Ministry of Health and Sanitation" and "MoHS" means the Recipient's ministry responsible for health.
28. "Operating Costs" means the expenses incurred on account of Project implementation, based on Annual Work Plan and Budget approved by the World Bank pursuant to Section I.B.3 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, office rental, consumables, accommodation, salaries and local and international travel costs of Project staff (excluding the salaries of the Recipient's civil service).

29. "Peripheral Health Units" or "PHU" means the community level health facilities providing primary health care services.


31. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 6, 2016 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.

32. "Project Implementation Manual" or "PIM" means the implementation manual for the Project, referred to in Section I.B. of Schedule 2 to this Agreement.

33. "Project Steering Committee" means the committee established for purposes of the Project, referred to in Section I.A.2 of Schedule 2 to this Agreement chaired by chief medical officer and comprising directors from the relevant directorates in MoHS.

34. "Safeguards Instrument" means each of the ESMF, the Health Care Waste Management Plan or a Supplemental Social and Environmental Safeguard Instrument.

35. "Service Level Agreement" means an agreement to be signed between the Recipient through MoHS and health Implementing Partners setting out mutual responsibilities in the implementation of health interventions.

36. "Service Level Agreements ("SLA") Initiative" means the Recipient's initiative in which MoHS signs Service Level Agreements with health Implementing Partners to ensure coordination and accountability in the delivery of health services by the latter.

37. "SLA Management Unit" means the Recipient's unit established within MoHS comprising the program manager, budget analyst, monitoring and evaluation
analyst, database manager and administrative staff, and responsible for overseeing the implementation of the SLA Initiative.

38. "Stipends" means the periodic monetary payments to be made to Eligible Post Graduate Students and Eligible Trainee Nurses under Part B.1(1.b) of the Project and to be financed out of the proceeds of the Financing to enable them pursue the agreed training program such payment to be made in accordance with the procedures and other requirements set out in Section 1.G of Schedule 2 to the Agreement and the PIM.

39. "Supplemental Social and Environmental Safeguard Instruments" means an ESMP or other supplemental social and environmental safeguard instrument prepared pursuant to the ESMF.

40. "Training" means the costs of training under the Project, based on the annual work plans and budgets referred to in Section 1.B.3 of Schedule 2 to this Agreement as approved by the Association, and attributable to seminars, workshops, and study tours, along with local and international travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.