Agreement Providing for the Amendment and Restatement of the Multi-donor Trust Fund for Health Results Innovation Grant Agreement

(Improving Maternal and Child Health through Integrated Social Services Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

both acting as administrator of the Multi-donor Trust Fund for Health Results Innovation

Dated June 14, 2013

As Restated and Amended on May 3, 2017
MDTF - HRI GRANT NUMBER TF014474

MULTI-DONOR TRUST FUND FOR HEALTH RESULTS INNOVATION
GRANT AGREEMENT

AGREEMENT dated June 14, 2013, as amended and restated on May 3, 2017, entered into between: REPUBLIC OF HAITI ("Recipient"); and on the one hand, and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, "World Bank"), acting as administrator of the Multi-donor Trust Fund for Health Results Innovation, on the other hand.

The Recipient and the World Bank hereby agree as follows:

ARTICLE I - STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section II of 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 Standard Conditions or in this Agreement, including Section I of the Appendix to this Agreement.

ARTICLE II - THE PROJECT

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out Parts A and B.1 of the Project through MSPP, and shall cause: (i) Part B.2 of the Project to be carried out by FAES, in accordance with the provisions of Article II of the Standard Conditions; and (ii) Part C of the Project to be carried out by IHSI pursuant to the provisions of the Agreement for the Provision of Technical Assistance.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 World Bank 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 twenty million United States Dollars ($20,000,000) ("Grant") to assist in financing Part A.1(c) of 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 World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’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 Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely that the Recipient shall have failed to comply with any of its obligations under the Financing Agreement.

ARTICLE V - RECIPIENT’S REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.

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

Ministère de l’Economie et des Finances
5, Avenue Charles Sumner
Port-au-Prince
Republic of Haiti
5.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

AGREED at May 3, 2017, as of the day and year first above written.

REPUBLIC OF HAITI

By

Authorized Representative

Name: Jude Aux Patrick Salomon
Title: Minister of Finance

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT and
INTERNATIONAL DEVELOPMENT ASSOCIATION
both acting as administrator of the Multi-donor Trust Fund for Health Results Innovation

By

Authorized/Representative

Name: Mary Barton - Dock
Title: Special Envoy
SCHEDULE 1

Project Description

The objective of the Project is to increase the access and use of maternal and child health, nutrition and other social services in the Recipient’s territory.

The Project consists of the following parts:

Part A: Providing Maternal and Child Health, Nutrition and Social Services

1. (a) Improving the quality and supply of maternal and child health services of selected public health providers based on the eligibility criteria set forth in the MSPP Operations Manual through small-scale rehabilitation, equipment, medical supplies, essential health commodities and training of, and technical assistance to health personnel as well as the preparation of a communication strategy through the carrying out of works and the provision of goods, consultants’ services and Training; (b) carrying out a program of activities to maintain and strengthen external controls in relation to, including carrying out of, third-party verification of, the Packages of Maternal and Child Health and Nutrition Services in terms of quantity and quality through the provision of consultants’ services; (c) using Results-Based Payments in support of: (i) the delivery of a Package of Maternal and Child Health and Nutrition Services including: (A) preventive services, such as immunization, micronutrient supplementation, cholera prevention and promotion of insecticide-treated bed-nets; (B) promotion of health services, such as increasing prevalence of exclusive breast-feeding and use of family planning; (C) basic curative services, such as treatment of acute respiratory infections, cholera and other diarrheal diseases, other childhood illnesses, and tuberculosis; and (D) reproductive health services, such as family planning, prenatal care, emergency obstetrical care, and post-partum care; and (ii) the delivery of Packages of Health Service-Related Activities including a program of monitoring and supervision activities by select departmental health authorities and public health supervisory units for the delivery of the Packages of Maternal and Child Health and Nutrition Services; and (d) providing technical assistance to health providers and knowledge generation including surveys and studies for activities under Part A.1(c) above to enhance their ability to achieve results in relation to said activities.

2. Prevention and treatment of cholera and other diarrheal and contagious diseases by: (a) scaling up interventions for cholera prevention and treatment in the following areas: (i) epidemiological surveillance; (ii) health care; (iii) promotion and prevention; and (iv) water and sanitation, including related capacity building at central, departmental and community levels; and (b) support surveillance, preventative and curative activities, and capacity building for contagious diseases in non-emergency situations.
3. Provision of a Contingent Emergency Response to improve the Recipient’s response capacity in the event of an Eligible Crisis or Emergency in order to: (a) support the Recipient in first response efforts; (b) help to coordinate the early recovery phase; and (c) bridge the financing gap to the longer term recovery and reconstruction phases.

**Part B: Strengthening the Stewardship and Management Capacity**

1. Strengthening MSPP’s stewardship and management capacity, increasing the capacity of the departmental health authorities in supervision and monitoring of health service delivery and conducting surveys and studies and preparing a nationwide healthcare waste management strategy and plan, all through the provision of goods, consultants’ services and Training.

2. Strengthening the institutional capacity of the Recipient at the central, municipal, and community levels, to enhance coordination, organization, management, and social service delivery to families, by: (a) setting up a social registry for the identification and tracking of beneficiaries and social assistance programs; and (b) supporting FAES for the management, supervision, monitoring and evaluation, procurement, and financial management of said social registry, through the carrying out of works and the provision of goods, consultants’ services, Training and Operating Costs.

**Part C: Piloting Vulnerability Indicators for More Targeted Social Service Delivery**

Piloting the calculation of vulnerability indicators as a key step in targeting the vulnerable in the delivery of social services by supporting IHSI in the preparation of the Fifth General Population and Housing Census, including: (a) the completion of maps, training manuals and materials, and the Fifth General Population and Housing Census questionnaire; (b) a national communications campaign promoting the Fifth General Population and Housing Census and its impacts; (c) the setting up of a management structure for the Fifth General Population and Housing Census and the building of capacity for IHSI staff and trainers; (d) the carrying out of the Fifth General Population and Housing Census in four departments in the Recipient’s territory selected for their challenges (physical accessibility, internet access, and limited infrastructure and staff); and (e) the production of vulnerability clusters in these four selected regions.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The implementation arrangements referred to in Section I of Schedule 2 to the Financing Agreement as applicable to Parts A.1 (b), (c) and (d) of the Project respectively, shall constitute an integral part of this Agreement. The Recipient shall vest the overall responsibility for the implementation of Part A.1 (b), (c) and (d) of the Project in MSPP. The Recipient shall ensure that MSPP shall carry Part A.1 (b), (c) and (d) of the Project in accordance with the MSPP Operations Manual, and except as the World Bank shall otherwise agree, the Recipient through MSPP, shall not assign, amend, abrogate or waive any provision of the MSPP Operations Manual, if, in the opinion of the World Bank, such amendment or waiver may materially and adversely affect the carrying out of Part A.1 (b), (c) and (d) of the Project or the achievement of the objectives of the Project.

2. For the purpose of ensuring the proper coordination and execution of Part A.1 (b), (c) and (d) of the Project, the Recipient shall operate and maintain the Steering Committee within MSPP throughout the duration of the Project. The Steering Committee shall be chaired by the Minister of Health, with membership consisting, inter alia, of representatives of the technical departments and units within MSPP, as set forth in the MSPP Operations Manual. The functions of the Steering Committee include, inter alia: (a) ensuring consistency of activities with the MSPP's policy and strategy and review policy issues relevant to the achievement of Project development objectives; (b) approving annual action plans and budgets; and (c) reviewing annual monitoring reports and audits to validate recommendations for improvement and take appropriate actions in support of implementation.

3. For the purpose of carrying out Part A.1 (b), (c) and (d) of the Project, the Recipient shall maintain throughout the duration of the Project a team of professionals in adequate numbers and with qualifications, experience and terms of reference satisfactory to the World Bank as set forth in the MSPP Operations Manual (the Contracting Team). The functions of the Contracting Team shall include, inter alia: (a) ensuring coordination and communication with all entities involved in implementing contracts, including technical units of the MSPP at central and decentralized levels; (b) administering the Results-Based Payments Agreements; (c) ensuring payment to Beneficiaries upon verification of agreed results in a timely manner to avoid service interruption; and (d) monitoring and evaluation of performance of the Beneficiaries and identification of implementation bottlenecks and corresponding solutions.
B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

C. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donor(s) to visit any part of the Recipient’s territory for purposes related to the Project.

D. Safeguards

1. The Recipient shall ensure that, throughout the implementation of the Project, the Project shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social Management Framework. In particular, the Recipient shall ensure: (a) that for each activity under the Project of a category for which the Environmental and Social Management Framework provides that an Environmental and Social Management Plan should be prepared, such Environmental and Social Management Plan, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such Project activity, in accordance with the provisions of the Environmental and Social Management Framework; and (b) promptly thereafter, that the relevant activity is implemented in accordance with its Environmental and Social Management Plan.

2. No activity under the Project involving works shall commence before the corresponding Environmental and Social Management Plan has been prepared and disclosed in accordance with paragraph 1 above.

3. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the World Bank, the Recipient shall not abrogate, amend, repeal, suspend, waive or fail to enforce any provisions of any of the Safeguard Documents.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall through MSPP, regularly collect, compile and submit to the World Bank, on a quarterly basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard
Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

5. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

E. MSPP Operations Manual

1. For the purpose of carrying out Part A.1 (b), (c) and (d) of the Project, the Recipient shall prepare in accordance with terms of reference acceptable to the World Bank and furnish to the World Bank for its approval a manual containing detailed administrative, procurement, financial management, safeguards, monitoring and evaluation procedures and arrangements for the Project.

2. Without limitation upon the foregoing, said manual shall include, inter alia, a detailed elaboration of:

(a) (i) the description of services to be delivered under the Packages of Maternal and Child Health and Nutrition Services and the Packages of Health Services-Related Activities;

(ii) the schedule of Results-Based Payments which shall be calculated on the basis of a methodology acceptable to the World Bank and designed to ensure that the Results-based Payments: (A) do not exceed the reasonable unit cost of the services to be provided; and (B) are scaled to reflect the quality of the service delivered, the conditions of the locations where the services are to be provided, and the need to ensure a balance between the Packages of Maternal and Child Health and Nutrition Services and other maternal and child health and nutrition services that need to be made available in the targeted area concerned;

(iii) the procedures and methodology for the evaluation and updating of the Results-Based Payments;

(iv) the eligibility criteria for, and terms and conditions of, Results-Based Payments Agreements; and

(v) the procedures for monitoring and evaluation of Results-Based Payments Agreements

(b) the procedures and criteria for development and delivery of training under Part A.1 (b), (c) and (d) of the Project.
3. The Recipient shall exchange views with the World Bank on the MSPP Operations Manual; and thereafter adopt the MSPP Operations Manual as shall have been approved by the World Bank ("MSPP Operations Manual").

4. The Recipient shall:

(a) ensure that Part A.1 (b), (c) and (d) of the Project is carried out in accordance with the MSPP Operations Manual, as the same may be updated from time to time with the prior written agreement of the World Bank;

(b) without limitation upon the foregoing, not later than January 1 and July 1 in each calendar year during the Project implementation period: (i) prepare, in accordance with terms of reference satisfactory to the World Bank and elaborated in the MSPP Operations Manual, and furnish to the World Bank for its review, an evaluation of the Results-Based Payments and recommendations of any adjustment required to be made to the Results-Based Payments to ensure that they continue to comply with the criteria set forth in Section I.E.2(a)(ii) of this Schedule; (ii) afford the World Bank a reasonable opportunity to exchange views with the Recipient on each said evaluation and recommendation; and (iii) adopt and apply such adjusted Results-Based Payments as shall have been approved by the World Bank, to the Packages of Maternal and Child Health and Nutrition Services under Results-Based Payments Agreements awarded after said date; and

(c) not otherwise revise or waive any provision of the MSPP Operations Manual without the prior written agreement of the World Bank.

5. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the MSPP Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

F. Results-Based Payments

1. General

Without prejudice to the provisions of Section I.A of this Schedule, the MSPP shall review and approve, on behalf of the Recipient, applications for Results-Based Payments, in accordance with the provisions of this Part F and the MSPP Operations Manual.

2. Results-Based Payments Eligibility and Implementation Guidelines and Procedures for Packages of Maternal and Child Health and Nutrition Services and Packages of Health Services-Related Activities
No proposed Beneficiary shall be eligible for financing under Part A.1(c) of the Project unless, on the basis of a review conducted in accordance with this Part F and the MSPP Operations Manual, the proposed Beneficiary is deemed to satisfy the eligibility criteria specified below and in further detail in the MSPP Operations Manual, which shall include the following:

(a) the proposed Beneficiary is a public or non-profit health service provider carrying out Package of Health Services-Related Activities (or a unit within the MSPP involved in the supervision of the Project) or carrying out the Package of Maternal and Child Health and Nutrition Services;

(b) the proposed Package of Maternal and Child Health and Nutrition Services or Package of Health Services-Related Activities satisfy the requirements of Part A.1(c) of the Project as described in further detail in the MSPP Operations Manual;

(c) the proposed Package of Maternal and Child Health and Nutrition Services or Package of Health Services-Related Activities are consistent with the relevant sectorial, environmental, and social standards and policies; and

(e) the Beneficiary has put in place all necessary arrangements, including financial and human resources, for the management of the proposed Package of Maternal and Child Health and Nutrition Services or Package of Health Services-Related Activities.

3. Terms and Conditions of Results-Based Payments Agreements

(a) The Packages of Maternal and Child Health and Nutrition Services and the Packages of Health Services-Related Activities shall be carried out pursuant to a Results-Based payments agreement ("Results-Based Payments Agreement"), to be concluded between the MSPP on behalf of the Recipient and the respective Beneficiary, under terms and conditions, satisfactory to the World Bank, as further described in the MSPP Operations Manual, which shall include the following:

(i) a description of the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities, the applicable rates, and applicable performance indicators;

(ii) the obligation of the Beneficiary to: (A) carry out the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities with due diligence and efficiency and in accordance with sound technical, financial,
administrative, and environmental practices; (B) ensure that the resources required for the activities are provided promptly as needed; (C) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations, and expenditures relating to the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities; and (D) at the request of the World Bank or the Recipient, have such records audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the records as so audited to the Recipient and the World Bank;

(iii) the obligation of the Beneficiary to carry out the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities in accordance with the provisions of the Anti-Corruption Guidelines and the Safeguard Documents;

(iv) the obligation of the Beneficiary to carry out the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities in accordance with the provisions of the MSPP Operations Manual;

(v) the requirement that the goods and consultants’ services to be financed from the proceeds of the Results-Based Payment shall be procured in accordance with procedures ensuring efficiency and economy as further detailed in Section III of this Schedule, and shall be used exclusively in the carrying out of the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities; and

(vi) the right of the MSPP, on behalf of the Recipient, and of the Recipient in its own right, to: (A) inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods and sites included in the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the World Bank, shall reasonably request regarding the administration, operation, and financial condition of the Package of Maternal and Child Health and Nutrition Services or the Package of Health Services-Related Activities; and (C) suspend or terminate the right of the Beneficiary to use the proceeds of the Results-Based Payment, or obtain a refund of all or any part of the amount of the Results-
Based Payment then withdrawn, as the case may be, upon failure by the Beneficiary to perform any of its obligations under the Results-Based Payments Agreement.

(b) The Recipient or the MSPP, as the case may be, shall exercise its rights and carry out its obligations under each Results-Based Payments Agreement in such manner as to protect its interests and those of the World Bank and to accomplish the purposes of the Results-Based Payment, and, except as the World Bank shall otherwise agree, neither the Recipient nor the MSPP, shall assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, any Results-Based Payments Agreement, or any of their provision.

4. **External Controls**

(a) The Recipient shall appoint and thereafter maintain throughout the duration of the Project implementation, an independent verification agency, with qualifications, experience, and terms of reference satisfactory to the World Bank, for purposes of the third-party verification of the Packages of Maternal and Child Health and Nutrition Services and the Packages of Health Services-Related Activities to be carried out under Part A.1(c) of the Project.

(b) The Recipient shall cause said auditors to carry out, throughout Project implementation, quarterly verification exercises of the Packages of Maternal and Child Health and Nutrition Services and the Packages of Health Services-Related Activities, including community and focus group surveys, Beneficiary spot checks, verification of data provided and records kept by Beneficiaries in relation to the Packages of Maternal and Child Health and Nutrition Services and the Packages of Health Services-Related Activities, and assessments of the quality of health services provided under such Activities, in accordance with the provisions of the MSPP Operations Manual.

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 Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) 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 World Bank not later than six (6) 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(a) of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

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 such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. To this end, the Recipient shall maintain, throughout Project implementation, external auditors, with qualifications, experience, and terms of reference satisfactory to the World Bank.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods, works and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants' services; and
the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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 methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; (c) Direct Contracting; and (d) Procurement from the United Nations Children's Fund (UNICEF), World Health Organization (WHO), Pan American Health Organization (PAHO), United Nations Office for Project Services (UNOPS), and World Food Programme (WFP).

**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 assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; (g) Single-source procedures for the Selection of Individual Consultants; and (g) contracting of UN Agencies and PAHO.
D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

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 World Bank may 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 World Bank 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 USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Results-Based Payments under Part A.1(c) of the Project</td>
<td>14,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs for Parts A.1 (b) and (d) of the Project</td>
<td>6,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>20,000,000</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 referred to in Section 3.06(c) of the Standard Conditions is December 31, 2018.
APPENDIX

Definitions; Modifications to the Standard Conditions

Section I. Definitions

1. "Agreement for the Provision of Technical Assistance" means the Agreement to be signed between the Recipient and UNFPA for the provision of technical assistance under Part C of the Project.


4. "Beneficiary" or "Beneficiaries" means an entity to which or for whose benefit a Results-Based Payment (as hereinafter defined) is made or proposed to be made out of the proceeds of the Grant and which is a party to a Results-Based Payments Agreement (as hereinafter defined).

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


7. "Contingent Emergency Response" means the operational response carried out under Part A.3 of the Project and to be financed out of the proceeds of the Financing allocated from time to time to Category (5) set forth in the table in Section IV of Schedule 2 to the Financing Agreement in response to an Eligible Emergency.

8. "Contracting Team" means the contracting team referred to in Section I.A.3 of Schedule 2 to this Agreement.

9. "Eligible 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.
10. "Environmental and Social Management Framework" collectively means the Recipient's environmental and social management framework dated August 1, 2012, in form and substance satisfactory to the World Bank and referred to in Section I.D.1 of Schedule 2 to this Agreement, detailing the guidelines, procedures and timetables to carry out the environmental and social assessments and to prepare the respective ESMP.

11. "Environmental and Social Management Plan" or "ESMP" means the environmental and social management plan(s) to be prepared and disclosed by the Recipient in accordance with the Environmental and Social Management Framework with respect to the Project activities included in the annual work plan and budget satisfactory to the World Bank, in accordance with Section I.D.1 of Schedule 2 to this Agreement. Such plan(s) shall specify: (a) the measures to be taken during the implementation and operation of such activity, to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; (b) the guidelines for the adoption of integrated medical waste management approach and measures in all applicable activities; and (c) the actions needed to implement such measures.

12. "FAES" means *Fonds d’Assistance Economique et Sociale*, the Recipient’s Fund for Economic and Social Assistance, an entity with legal personality established by FAES Legislation.

13. "FAES Legislation" means the Recipient’s decree dated May 28, 1990, published in the Recipient’s official Gazette ("Le Moniteur") of June 03, 1990 which created the FAES under the authority of the Recipient’s ministry responsible for economy and finance.

14. "FAES Operations Manual" means, collectively, the FAES manual entitled "Manuel d’Opération" dated March 28, 2013, as amended, and the FAES manual entitled "Manuel des Procédures Administratives, Comptables et Financières" dated March 28, 2013, all acceptable to the Association, setting forth the rules, methods, guidelines, specific development plans, standard documents and procedures to be maintained for the carrying out of Part B.2 of the Project, including the Environmental and Social Management Framework in respect of FAES. "FAES Operation Manual" includes all annexes to said manual and its amendments, provided that they have been previously approved by the World Bank.

15. "Financing" means the financing provided under the Financing Agreement.

16. "Financing Agreement" means the Agreement Providing for the Amendment and Restatement of the Financing Agreement of even date herewith between the Recipient and the International Development Association providing for a grant to assist in the financing of Parts A, B and C of the Project.
17. "Fifth General Population and Housing Census" means a census to be carried out by IHSI in cooperation with UNFPA under the Project.


20. "MSPP Operations Manual" means collectively, the MSPP's manual entitled "Manuel d'Opération", and the MSPP's manual entitled "Manuel des Procédures Administratives, Comptables et Financières", all acceptable to the Association, setting forth the rules, methods, guidelines, specific development plans, standard documents and procedures to be maintained for the carrying out of Parts A.1 and B.1 of the Project, including the eligibility criteria and procedures for the implementation and the Environmental and Social Management Framework. "MSPP Operation Manual" includes all annexes to said manual and its amendments, provided that they have been previously approved by the World Bank.

21. "Operating Costs" means the incremental expenses incurred on account of Project implementation, supervision, monitoring and evaluation, including office equipment and supplies, reasonable commercial banking charges and fees, operation and maintenance of offices, office equipment and vehicles, communication and insurance costs, office administration costs, utilities, travel, per diem and supervision costs and salaries of locally contracted employees, excluding salaries of civil servants.

22. "Package(s) of Maternal and Child Health and Nutrition Services" means any of the services referred to under Part A.1 (b), (c) and (d)(i) of the Project.

23. "Package(s) of Health Services-Related Activities" means the activities relating to supporting, monitoring and promoting the provision of the Packages of Maternal and Child Health and Nutrition Services and in support of which a Results-Based Payment (as hereinafter defined) is made or proposed to be made under Part A.1 (b), (c) and (d) of the Project.

24. "PAHO" means the Pan American Health Organization.

26. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated April 12, 2013 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.

27. "Results-Based Payment" means a payment made or proposed to be made out of the proceeds of the Financing in support of Part A.1 (b), (c) and (d) of the Project.

28. "Results-Based Payments Agreement" means any of the agreement(s) referred to in Section I.F.3 of Schedule 2 to this Agreement.

29. "Safeguard Documents" means collectively the Environmental and Social Management Framework and the Environmental and Social Management Plans prepared for specific activities carried out under the Project, if any.

30. "Steering Committee" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.

31. "Training" means expenditures (other than those for Consultants’ Services) incurred by the Recipient to finance: (a) reasonable travel, room, board and per diem expenditures as incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.


34. "UNOPS" or "United Nations Office for Project Services" means an independent self-financing member of the United Nations family serving as a central resource for the United Nations system in procurement and contracts management.

35. "WFP" means the World Food Programme.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):

   "Legal Agreement" means either of the Grant Agreement or the agreement between the World Bank and the entity designated to be responsible for implementing the Project; and "Legal Agreements" means, collectively, both said agreements."

2. The term "Grant Agreement", whenever used in Sections 4.06, 5.01, 5.02, 6.02, 7.04 and 7.05 of the Standard Conditions, is modified to read "Legal Agreements".