Grant Agreement

(Co-financing of Municipal Health Service Strengthening Project)

between

REPUBLIC OF ANGOLA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of Trust Fund for the Municipal Health Service Strengthening Project)

Dated: October 23, 2013
GRANT AGREEMENT

AGREEMENT dated October 23, 2013, entered into between the Republic of Angola ("Recipient"); and the International Development Association ("IDA" or "World Bank"), acting as administrator of Trust Fund for the Co-financing of the Municipal Health Service Strengthening Project ("Original Project").

WHEREAS, under the Original Project:

(A) Pursuant to: (i) a financing agreement ("Original Financing Agreement"), entered into between the Recipient and IDA, dated September 8, 2011, the Recipient has received from IDA, an amount of forty-six million seven hundred thousand Special Drawing Rights (SDR 46,700,000) ("Original Financing") ("Credit No. 4749-AO") to assist in financing parts 1.1(b), 1.2, 1.3, 1.4(a), 1.5, 2 and 3 of the project described in Schedule 1 to this Agreement; and

(B) the World Bank, acting as an administrator of grant funds provided by Total E&P Angola ("Donor") under the Trust Fund for the Co-financing of the Original Project, has agreed to make the grant ("Grant") referred to in Section 3.01 of this Agreement to assist in financing parts 1.1(a), 1.4(b), and 1.4(c) of the project described in Schedule 1 to this Agreement.

NOW THEREFORE the Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, this Agreement, the Original Financing Agreement (including Appendix thereto) and in case the same term is defined twice the definition in this Agreement shall prevail.

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 the Project through Ministry of Health 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 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 two million one hundred five thousand five hundred seventy nine United States Dollars ($2,105,579) ("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 World Bank receives periodic contributions from the Donor 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 Donor 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
Recipient’s Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Planning.

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

*Ministério de Planeamento*
*Largo do Palácio, 17 de setembro*
*Caixa Postal 1205*
*Luanda*
*República de Angola*

Facsimile:

244-22233-9586
4.03. The World Bank’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
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

AGREED at Luanda, Republic of Angola, as of the day and year first above written.

REPUBLIC OF ANGOLA

By

[Signature]
Authorized Representative

Name: [Name]
Title: [Title]

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Trust Fund for the Municipal Health Service Strengthening Project)

By

[Signature]
Authorized Representative

Name: [Name]
Title: [Title]
SCHEDULE 1

Project Description

The objective of the Project is to improve the Recipient population’s access to and quality of maternal and infant health care services.

The Project consists of the following parts:

Part 1: Improvement of Health Service Delivery

1.1 (a) Strengthening of primary health care service at the municipal level through provision of training, on emergency obstetric and neonatal care and integrated management of childhood illnesses, to trainers and general nurses as well as pre-service training of nurse midwives; and (b) strengthening of primary health care service at the municipal level, including enhancement of professional knowledge and skills of health care personnel and procurement of essential medical drugs and supplies in Participating Provinces, through provision of goods, services, and training.

1.2 Scaling up of healthcare outreach services in Participating Provinces through provision of goods and training.

1.3 Improving healthcare interventions at the community level in Participating Provinces through provision of goods and training.

1.4 (a) Rehabilitation and construction of 32 delivery rooms at healthcare centers and healthcare posts; construction of 24 houses for health professionals at provincial and municipal levels, as well as provision of goods and equipment for family planning as well as pre- and post-natal care in Participating Provinces, all of the above through provision of goods, services and civil works; (b) rehabilitation and construction of four delivery rooms at healthcare centers and healthcare posts in Malange; and (c) provision of solar and camping kits to outreach teams, to be procured from entities other than the Co-Financier.

1.5 Carrying out of the Medical Waste Management Plan.

Part 2: Voucher Scheme Pilot

2.1 Provision by the Recipient of Cash Transfers to Beneficiaries residing in the Recipient’s municipalities of Negage and Caculama to facilitate access to child delivery services and pre-natal care, all in accordance with the provisions of the Voucher Scheme Manual and this Agreement.

2.2 Provision of technical assistance to manage the activities referred to in Part 2.1 of the Project.
Part 3: Project Management and Monitoring and Evaluation

Strengthening the capacity of the Ministry of Health at the central, provincial, and municipal levels, to manage, supervise, implement and monitor and evaluate the Project, including carrying out audits of the Project, through provision of goods, services, training and Operating Costs.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Execution of the Project

The Recipient shall carry out the Project through the National Department of Public Health of the Ministry of Health, with the assistance of the Participating Provinces.

2. Steering Committee

(a) The Recipient shall maintain, at all times during Project implementation, a Steering Committee with a mandate, composition and resources satisfactory to the World Bank for the purpose of overseeing the execution of the Project. The Steering Committee shall be chaired by the minister of health or his designate and composed inter alia by: (i) MOH’s vice-minister for hospital management; (ii) MOH’s vice-minister for public health; (iii) MOH’s director for human resources; (iv) MOH’s national director for medical equipment and medicines; (v) MOH’s director for public health; (vi) MOH’s director of planning; and (vii) MOH’s director for human resources.

(b) The Steering Committee shall, among other matters, review the Project reports prepared by the Central Coordinating Unit as provided in Section II.A of this Schedule 2.

3. The Central Coordinating Unit

(a) The Recipient shall maintain the Central Coordinating Unit at its National Department of Public Health, at all times during Project implementation, with a structure, functions and responsibilities acceptable to the World Bank, including, inter alia, the responsibility of the Central Coordinating Unit to assist the Recipient in the coordination, implementation, monitoring, evaluation and supervision of the Project.

(b) The Recipient shall ensure that the Central Coordinating Unit is, at all times during Project implementation, headed by a Project coordinator and staffed with, among others, a deputy Project coordinator; a senior financial management specialist and a financial officer; a senior procurement specialist and a procurement officer; training, infrastructure, public health, and monitoring & evaluation specialists; and administrative staff, all hired with terms of reference, through
competitive processes, in numbers and with qualifications and experience acceptable to the World Bank.

(c) Except as the Recipient and the World Bank may otherwise agree in writing, the Recipient shall not introduce changes in the number of positions of the Central Coordinating Unit or in the professional skills required for occupying such positions, unless said changes have been previously agreed in writing with the World Bank.

3. Participation of Provinces

Subject to fulfillment of the eligibility criteria set forth in the Operational Manual, each Participating Province shall enter into an agreement (the Participation Agreement), with the Recipient, in form and substance satisfactory to the World Bank, including, inter alia: the obligation of the Participating Province to comply with the applicable provisions of this Agreement.

B. Operational Manual

Operational Manual

The Recipient shall carry out (and cause to be carried out) the Project in accordance with the arrangements and procedures set out in the Operational Manual (provided, however, that in case of any conflict between the arrangements and procedures set out in the Operational Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree, shall not amend, abrogate or waive any provision of the Operational Manual.

C. Fiduciary Safeguards

1. Anti-Corruption

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

(b) Without limitation to the provisions of paragraph (a) immediately above, the Recipient shall ensure that the Recipient’s agencies and service providers which are required to provide services under the Project, are made aware of the requirements of the Anti-Corruption Guidelines and take all actions necessary to support the carrying out of the Project in accordance with such requirements.
2. **The GAAP**

Without limitation upon the provisions related to Project implementation set forth in Article II of the Standard Conditions, the provisions of this Agreement, the provisions of the Operational Manual, and the rules and procedures set forth in the Anti-Corruption Guidelines, the Recipient shall carry out the Project in accordance with a governance and accountability action plan, in form and substance satisfactory to the World Bank, including, *inter alia*: (a) anti-corruption prevention measures; (b) mechanisms to improve the impact of Project activities; and (c) procedures to enhance the transparency of Project transactions.

3. **Project Auditors**

The Recipient shall, not later than three (3) months following the effectiveness of this Agreement: (a) appoint the Project’s internal auditors under terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement; and (b) appoint the Project’s external auditors with terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement.

4. The Recipient shall, not later than six (6) months following the effectiveness of this Agreement: (a) appoint the procurement auditors for the Project under terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement, to perform an audit, under terms of reference satisfactory to the World Bank, of the procurement for all goods, works, consultants’ services, payments for Cash Transfers under the Voucher Scheme; and Operating Costs required for the Project. Each such audit of the Project’s procurement shall cover the period of two (2) calendar years, commencing with the calendar year in which the first withdrawal under the Project was made. The audit report for each such period shall: (i) be furnished to the World Bank not later than forty-five (45) days after the end of each such period; and (b) include action plans to improve performance and/or correct any shortcomings and/or deficiencies.

D. **Environmental and Social Safeguards**

1. **Medical Waste Management Plan**

The Recipient shall implement the Project in accordance with the provisions of the Medical Waste Management Plan.
2. **Environmental and Social Management Framework (ESMF)**

(a) The Recipient shall, prior to initiating the implementation of Parts 1.4 (a), and 1.4(b) of the Project, provide evidence to the World Bank, in form and substance satisfactory to the World Bank, demonstrating that the Recipient has complied with the provisions of the ESMF and relevant Environmental Management Plans.

(b) Without limitation upon the provisions of paragraph 2(a) of this Section, when applicable, the Recipient shall prepare and implement Environmental Management Plans in accordance with the ESMF, in form and substance acceptable to the World Bank, defining a program of actions, measures and policies to avoid, minimize, mitigate, and offset potential adverse environmental and social impacts (including resettlement), as a result of the carrying out of the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with said Environmental Management Plans.

(c) In case of any conflict between the terms of the ESMF or the Environmental Management Plans and those of this Agreement, the terms of this Agreement shall prevail.

E. **Voucher Scheme**

1. For the implementation of Part 2 of the Project, the Recipient shall provide, or cause to be provided through one or more Payment Service Providers, Cash Transfers to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the World Bank, and described in the Voucher Scheme Manual.

2. Not later than two (2) years following the effectiveness of this Agreement, the Recipient shall adopt the Voucher Scheme Manual in a manner and substance satisfactory to the World Bank. The Voucher Scheme Manual shall contain provisions guiding the implementation of the voucher scheme that will, as a minimum, address the following: (a) the eligibility criteria for potential beneficiaries; (b) detailed conditions to be met by potential beneficiaries in order to receive the proposed benefits; (c) a mechanism for delivery of the proposed benefits; (d) institutional arrangements, including the Recipient's lines of authority and accountability; (e) the monitoring and evaluation system, including details on how to audit the scheme and how to handle complaints and appeals in a timely manner; and (f) legal framework that would underpin the proposed voucher scheme.

3. Each Cash Transfer shall be in an amount which the World Bank and the Recipient agree should be provided to Beneficiaries.
4. The Recipient shall ensure that the amount of each Cash Transfer is used by the Beneficiary for its intended purpose.

5. (a) The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a service agreement, in form and substance satisfactory to the World Bank, with one or more Payment Service Providers acceptable to the World Bank for the payment of Cash Transfers to Beneficiaries (each a “Service Agreement”). The Recipient shall ensure that each Service Agreement is:

(i) submitted to the World Bank for its review and approval prior to its signature between the Recipient and a Payment Service Provider; and

(ii) signed and effective before any proceeds of the Original Financing is transferred to the Payment Service Provider.

(b) Without limitation to the provisions of paragraph (i) above, each Service Agreement shall include, inter alia, provisions to the effect that:

(i) unless the World Bank shall otherwise agree in writing, each Payment Service Provider shall: (A) before its first receipt of funds for the payment of Cash Transfers under the Service Agreement, open and thereafter maintain for a term equal to the term of the Service Agreement, a separate designated account (the Voucher Scheme Account) for the exclusive purpose of depositing funds for Cash Transfers and disbursing funds for the delivery of Cash Transfers in accordance with the provisions of the Service Agreement and the Voucher Scheme Manual. The Voucher Scheme Account shall be opened in a commercial bank acceptable to the World Bank, upon terms and conditions satisfactory to the World Bank, including inter alia, a waiver of any rights said commercial bank or any third party may have to set off, or claim or otherwise appropriate the payment of, any amount from time to time deposited in the Voucher Scheme Account in satisfaction of any debt or claim owed to said commercial bank or third party by the Payment Service Provider; and (B) ensure that all amounts deposited from time to time in the Voucher Scheme Account are used exclusively to make Cash Transfer payments to Beneficiaries in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the Voucher Scheme Manual;

(ii) the Payment Service Provider shall maintain records and accounts, in form and substance satisfactory to the World Bank, adequate to record all expenditures incurred in the delivery of Cash Transfer payments, and shall retain said records and
accounts for at least the term of the Service Agreement plus two years, and shall furnish such records or copies thereof to the Recipient and to the World Bank upon their respective request;

(iii) the Payment Service Provider shall enable the Recipient and the World Bank to inspect its operations, including those related to the Cash Transfers, and the Voucher Scheme Account, and to examine and make copies of all records and documents relating thereto; and

(iv) the Payment Service Provider shall prepare and furnish to the Recipient not later than six (6) months after the end of their reporting year to which they relate, financial statements, in form and substance satisfactory to the Recipient, audited by an independent auditor, and the relevant audit report (with any information reasonably requested by the Recipient on the audit and the auditor). The Recipient shall be allowed to communicate all such information to the World Bank if the World Bank shall so request.

(v) the Payment Service Provider shall comply with the provisions of the Anti-Corruption Guidelines.

(c) The Recipient shall exercise its rights under each Service Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Original Financing. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any Service Agreement or any of its provisions.

F. Other Undertakings

1. The Recipient shall ensure that under each budget proposal to its legislature for the corresponding year during Project implementation, adequate arrangements are made by the Recipient to assume such portion of the costs related to Recipient's in kind contribution, required to achieve the objective of the Project.

2. The Recipient shall ensure that the World Bank is promptly informed of any development in the legislation or regulations of the Recipient, and/or the rules and procedures of the Recipient or any other event that may affect the performance of the Project or the realization of its objectives.

3. The Recipient shall ensure that MOH procures the solar and camping kits referred to in Part 1.4(c) of the Project from providers other than the Donor.
G. 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, take all measures required on its part to enable the representatives of the Donor to visit any part of the Recipient’s territory for purposes related to the Project.

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 the 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 one (1) month 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 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.
Section III. Procurement

A. General

1. Goods and Works. All goods and works 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 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 Grant 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 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 and Works

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

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

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
<tr>
<td>(d) Community Participation</td>
</tr>
<tr>
<td>(e) Procurement from United Nations Agencies</td>
</tr>
</tbody>
</table>
C. Particular Methods of Procurement of Consultants’ Services

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

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

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Selection based on Consultants Qualifications</td>
</tr>
<tr>
<td>(b) Quality Based Selection</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Single Source Selection</td>
</tr>
<tr>
<td>(e) Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

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. 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:
### Category

<table>
<thead>
<tr>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation of the Grant (expressed in USD)</td>
</tr>
<tr>
<td>Percentage of Expenditures to be Financed (inclusive of Taxes)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) Goods, consultants’ services, Works, and Training for parts 1.1(a), 1.4(b) and 1.4(c) of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,105,579</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT**

| 2,105,579 |

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**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, 2015.
APPENDIX

Definitions


2. “Beneficiary” means a pregnant woman residing in the Recipient’s municipalities of Negage and Caculama, who having met the eligibility criteria set forth in the Voucher Scheme Manual, is eligible to receive Cash Transfers under the Project.

3. “Cash Transfer” means a transfer of funds in the form of a non-refundable grant by the Recipient to a Beneficiary, made or to be made in accordance with the provisions of: (a) this Agreement; (b) the Voucher Scheme Manual; and (c) the Service Agreement, to finance access to child delivery services and pre-natal care to benefit women residing in the Recipient’s municipalities of Negage and Caculama.

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

5. “Central Coordinating Unit” means unit established within the Recipient’s National Department of Public Health in accordance with Section I.A.3 of Schedule 2 to this Agreement.


7. “Environmental Management Plan” means each plan to be prepared and adopted by the Recipient pursuant to the ESMF (as hereinafter defined), as may be required, setting out the measures to be taken for the avoidance, minimization, mitigation and offsetting of potential adverse environmental and social (including resettlement) impacts of the activities to be implemented under the Project.

8. “ESMF” means the Recipient’s environmental and social management framework dated January 11, 2010, and disclosed on the Recipient’s government portal on April 20, 2010, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental and social (including resettlement) impacts associated with the Project, and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.

9. “GAAP” means the Recipient’s governance and accountability action plan, dated April 21, 2010, disclosed on the Recipient’s government portal on the same date, referred to in Section I.C.2 of Schedule 2 to this Agreement.
10. "Medical Waste Management Plan" means the medical waste management plan acceptable to the World Bank, dated April 20, 2010, and disclosed on the Recipient's government portal on the same date for the management of hazardous health/medical waste under the Project, referred to in Section I.D.1 of Schedule 2 to this Agreement, as the same may be amended from time to time, and such term includes any schedules to the Medical Waste Management Plan.

11. "Ministry of Health" and the acronym "MOH" mean the Recipient's ministry responsible for health and any successor thereto.

12. "Operating Costs" means reasonable costs for recurrent Project expenditures, based on an annual budget previously approved by the World Bank, that would not have been incurred by the Recipient absent the Project, including costs for: (a) office utilities; (b) office rental expenses; (c) Project vehicle maintenance costs, fuel and spare parts; (d) travel expenses and per-diems for official Project staff (excluding salaries of Recipient's government staff); and (e) operation and maintenance of office equipment, financed with the proceeds of the Grant, all as needed for the Project.

13. "Operational Manual" means the manual approved by the World Bank and adopted by the Recipient under the Original Project for the implementation of the Project, as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any annexes and schedules to the Operational Manual. Said manual shall include, *inter alia*: (i) an institutional implementation plan of National Department of Public Health of the Ministry of Health for the management of the Project (including, *inter alia*, allocation of responsibilities among staff, yearly planning of activities and budget and time allocation for those activities); (ii) financial management and accounting procedures annexes; (iii) detailed arrangements for the overall carrying out of the Project (including, *inter alia*, the procurement, environmental and social guidelines to be followed during Project implementation by the Recipient; (iv) internal control systems to be followed by the Central Coordinating Unit during Project implementation; (v) detailed guidelines and procedures for the implementation of the ESMF in connection with the carrying out of the Project; (vi) detailed guidelines for the preparation of Environmental Management Plans; (vii) the guidelines and indicators for Project monitoring and evaluation; and (viii) the GAAP.

14. "Participating Provinces" means the Recipient's provinces of *Bengo, Malange, Lunda Norte, Moxico*, and *Uige*.

15. "Payment Service Provider" a commercial bank or other entity which, having met the requirements of the Voucher Scheme Manual, has entered into a Service Agreement with the Recipient in accordance with the provisions of Section I.E.5 of Schedule 2 to this Agreement.

17. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 2, 2009, 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.

18. "Service Agreement" has the meaning ascribed to that expression in Section I.E.5 of Schedule 2 to this Agreement.

19. "Steering Committee" means a body established in accordance with Section I.A.2 of Schedule 2 to this Agreement to oversee the execution of the Project.

20. "Training" means reasonable expenditures, based on an annual budget previously approved by the World Bank (other than those for consultants' services), incurred by the Recipient, to finance transportation costs and per diem of trainers and trainees, rental of training facilities and acquisition of training equipment and material needed for the implementation and supervision of the Project.

21. "Voucher Scheme" means the Recipient's program of Cash Transfers, duly regulated under the provisions of: (a) the Recipient's legislation; (b) the Voucher Scheme Manual; (c) the Service Agreement; and (d) this Agreement, made or to be made to finance access to child delivery services and pre-natal care to benefit women residing in the Recipient's municipalities of Negage and Caculama.

22. "Voucher Scheme Account" means the segregated account opened by a Payment Service Provider in accordance with the provisions of Section I.E.5(b)(i) of Schedule 2 to this Agreement.

23. "Voucher Scheme Manual" means the manual approved by the World Bank and adopted by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any annexes and schedules to the Voucher Scheme Manual.