CONFORMED COPY

GRANT NUMBER H488-BI

Financing Agreement

(Health Sector Development Support Project)

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 7, 2009
FINANCING AGREEMENT

AGREEMENT dated July 7, 2009 entered into between the REPUBLIC OF BURUNDI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to sixteen million eight hundred thousand Special Drawing Rights (SDR16,800,000) (variously, “Grant”, 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 The Maximum Commitment Charge Rate payable by the Recipient on the Un-withdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are April 15 and October 15 in each year.

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

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Public Health 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 Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
ARTICLE V — REPRESENTATIVE; ADDRESSES

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

5.02. The Recipient’s Address is:

Ministry of Finance  
P. O. Box 1830  
Bujumbura  
Burundi

Facsimile:

257-22-22-38-27

5.03. The Association’s Address is:

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

Cable:  
Telex:  
Facsimile:

INDEVAS  
248423 (MCI)  
1-202-477-6391

Washington, D.C.
AGREED at Bujumbura, Burundi, as of the day and year first above written.

REPUBLIC OF BURUNDI

By /s/ Clotilde Nizigama

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Mercy Miyang Tembon

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to increase the use of a defined package of health services by pregnant woman and children under the age of five.

The Project consists of the following parts:

1. Results-Based Health Services Financing
   
   (a) Expanded provision of a Free Package of Health Services, principally to pregnant women and children under five, through the provision of Results-Based Payments.
   
   (b) Capacity building of community-based organizations, community health workers, Health Committees, and Health Promotion Technicians for participation in Free Package of Health Services-Related Activities.

2. Institutional Strengthening

   (a) Capacity building of the Directorate General of Resources in procurement, financial management, and establishment of internal controls in relation to Free Package of Health Services-Related Activities.

   (b) (i) Capacity building of the Directorate General of Health, including the Directorate of Health Promotion, Hygiene, and Sanitation, with particular reference to the implementation of Part 1 (b) of the Project;

   (ii) Establishment of a technical unit within the Ministry of Public Health for the development and implementation of Free Package of Health Services-Related Activities;

   (iii) Capacity building of the Ministry of Public Health in monitoring and evaluation; and
(iv) Establishment of external controls in relation to, including carrying out of third-party verification of, Free Package of Health Services-Related Activities.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Ministry of Public Health

1. The Ministry of Public Health shall be responsible for Project implementation, management, and monitoring and evaluation in accordance with the following institutional arrangements.

Directorate General of Health

2. The Directorate General of Health shall be responsible for overall coordination and technical supervision of the Project, with the Directorate of Health Promotion, Hygiene, and Sanitation specifically responsible for technical supervision of Part 1 (b) of the Project, and, to this end, the Recipient shall maintain in said Directorate General, throughout Project implementation, competent personnel in adequate numbers, particularly to ensure close monitoring and evaluation of Project implementation.

Directorate General of Resources

3. The Directorate General of Resources shall be responsible for administrative and financial management, procurement, and disbursement under the Project, and, to this end, the Recipient shall maintain in said Directorate General, throughout Project implementation, competent personnel in adequate numbers, particularly in the areas of financial management and procurement.

B. Anti-Corruption

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

1. The Recipient shall submit to the Association for review and approval, and thereafter adopt, a Results-Based Financing Procedures Manual, outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements for purposes of implementation of results-based financing in the health sector.

2. The Recipient: (a) shall ensure that the Project is carried out in accordance with the Ministry of Public Health Administrative, Accounting, and Financial Procedures Manual and the Results-Based Financing Procedures Manual; and (b) except as the Association shall otherwise agree, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. In the event of any conflict between the provisions of the Ministry of Public Health Administrative, Accounting, and Financial Procedures Manual or the Results-Based Financing Procedures Manual, and those of this Agreement, the latter shall prevail.

D. Results-Based Payments

1. General

Without prejudice to the provisions of Section I.A.2 and 3 of this Schedule, the Directorate General of Health shall review and approve on behalf of the Recipient, applications for Results-Based Payments, and thereafter monitor and evaluate the implementation of Subprojects, in accordance with the provisions of this Part D and the Results-Based Financing Procedures Manual.

2. Results-Based Payments Eligibility and Free Package of Health Services-Related Activities Implementation Guidelines and Procedures

No proposed Beneficiary shall be eligible for financing under the Project unless, on the basis of a review conducted in accordance with this Part D and the Results-Based Financing Procedures Manual, the proposed Beneficiary is deemed to satisfy the eligibility criteria specified below and in further detail in the Results-Based Financing Procedures Manual, which shall include the following:
(a) the proposed Beneficiary is a public or non-profit health service provider carrying out Free Package of Health Services-Related Activities, or a Ministry of Public Health unit involved in the financial or technical supervision of said Activities;

(b) the proposed Free Package of Health Services-Related Activities satisfy the requirements of Part I (a) of the Project as described in further detail in the Results-Based Financing Procedures Manual;

(c) the proposed Free Package of Health Services-Related Activities comply with the Specific Plan for Very Vulnerable Peoples, Including the Batwa and the National Biomedical Waste Management Plan;

(d) the proposed Free Package of Health Services-Related Activities are consistent with the relevant sectoral, 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 Free Package of Health Services-Related Activities.

3. Terms and Conditions of Results-Based Payments Agreements

(a) Free Package of Health Services-Related Activities shall be carried out pursuant to a Results-Based Payments Agreement, to be concluded between the Directorate General of Health on behalf of the Recipient and the respective Beneficiary, under terms and conditions, satisfactory to the Association, as further described in the Results-Based Financing Procedures Manual, which shall include the following:

(i) a description of the Free Package of Health Services-Related Activities, the applicable rates, and applicable performance indicators;
(ii) the obligation of the Beneficiary to: (A) carry out the Free 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 Free Package of Health Services-Related Activities; and (D) at the request of the Association or the Recipient, have such records audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the records as so audited to the Recipient and the Association;

(iii) the obligation of the Beneficiary to carry out the Free Package of Health Services-Related Activities in accordance with the provisions of the Anti-Corruption Guidelines;

(iv) the obligation of the Beneficiary to carry out the Free Package of Health Services-Related Activities in accordance with the provisions of the Ministry of Public Health Administrative, Accounting, and Financial Procedures Manual and the Results-Based Financing Procedures Manual;

(v) the obligation of the Beneficiary to carry out the Free Package of Health Services-Related Activities in accordance with the provisions of: (A) the Specific Plan for Very Vulnerable Peoples, Including the Batwa; and (B) the National Biomedical Waste Management Plan;

(vi) 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, and shall be used exclusively in the carrying out of the Free Package of Health Services-Related Activities; and
(vii) the right of the Directorate General of Health, or the Ministry of Public Health, on behalf of the Recipient, and of the Recipient in its own right, to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the goods and sites included in the Free Package of Health Services-Related Activities, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation, and financial condition of the Free 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 Directorate General of Health, or the Ministry of Public Health, as the case may be, shall exercise its rights under the Results-Based Payments Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the Results-Based Payment, and, except as the Association shall otherwise agree, neither the Recipient nor the Directorate General of Health, nor the Ministry of Public Health, shall assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

4. External Controls

(a) The Recipient shall appoint external consultants, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the third-party verification of Free Package of Health Services-Related Activities to be carried out under Part 2 (b) (iv) of the Project.

(b) The Recipient shall cause said auditors to carry out, throughout Project implementation, quarterly verification exercises of Free Package 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 Free Package of Health Services-Related Activities, and assessments of the quality of health services provided under such Activities, in accordance with the provisions of the Results-Based Financing Procedures Manual.
E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Specific Plan for Very Vulnerable Peoples, Including the Batwa and the National Biomedical Waste Management Plan, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. In the event of any conflict between the provisions of the Specific Plan for Very Vulnerable Peoples, Including the Batwa, or the National Biomedical Waste Management Plan, and those of this Agreement, the latter shall prevail.

3. Without limitation upon its other reporting obligations under Section II.A.1 (a) of this Schedule, the Recipient shall take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Report, information on the status of compliance with the Specific Plan for Very Vulnerable Peoples, Including the Batwa and the National Biomedical Waste Management Plan, giving details of:

   (a) measures taken in furtherance of said Plans;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said Plans; and

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

4. The Directorate General of Health shall be responsible for the implementation and monitoring and evaluation of said Plans.

5. To this end, and for purposes of capacity building of said Directorate General in this regard, the Recipient shall appoint to or designate in said Directorate General, no later than one (1) month after the Effective Date, an environmental and social specialist, with qualifications, experience, and terms of reference satisfactory to the Association.
A. **Project Reports**

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

   (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

<table>
<thead>
<tr>
<th>No.</th>
<th>Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Objective</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Average number of visits to a Beneficiary health service provider by children under the age of five (5)</td>
</tr>
<tr>
<td>2.</td>
<td>Prenatal care service coverage for pregnant women in the Project area</td>
</tr>
<tr>
<td>3.</td>
<td>Percentage of births assisted by skilled personnel in the Project area</td>
</tr>
<tr>
<td>4.</td>
<td>Contraceptive prevalence rate in the Project area</td>
</tr>
<tr>
<td>5.</td>
<td>Coverage of DPT3 / Pentavalent vaccine in children immunized before the age of one (1) in the Project area</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of children under the age of five (5) who sleep under an insecticide-treated bed net in the Project area</td>
</tr>
<tr>
<td><strong>Part 1 of the Project</strong></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Percentage of Beneficiary health service providers not having run out of essential drugs in the preceding three (3) months</td>
</tr>
<tr>
<td>8.</td>
<td>Percentage of Beneficiary health service providers in rural areas with qualified personnel</td>
</tr>
<tr>
<td>9.</td>
<td>Percentage of Beneficiary health service providers offering the Free Package of Health Services under Results-Based Payments</td>
</tr>
<tr>
<td>10.</td>
<td>Number of community-based organizations trained and supported</td>
</tr>
<tr>
<td>11.</td>
<td>Number of households with a covered latrine</td>
</tr>
</tbody>
</table>
### Part 2 of the Project

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<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>12.</td>
<td>Percentage of Beneficiary health service providers receiving Results-Based Payments within the agreed timeframe</td>
</tr>
<tr>
<td>13.</td>
<td>Percentage of Beneficiary health service providers having had third-party verification in the preceding six (6) months</td>
</tr>
</tbody>
</table>

### 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. To this end, the Recipient shall install in the Directorate General of Resources, no later than one (1) month after the Effective Date, an information system configured to interface with the accounting system of said Directorate General.

3. 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, interim un-audited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.

4. 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 (1) 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.

5. To this end, the Recipient shall appoint, no later than two (2) months after the Effective Date, in accordance with the provisions of Section III of this Schedule, external financial auditors, with qualifications, experience, and terms of reference satisfactory to the Association.
Section III. Procurement

A. General

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

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

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

B. Particular Methods of Procurement of Goods

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

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

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
<tr>
<td>(d) Procurement from UNOPS</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) Least Cost Selection</td>
</tr>
<tr>
<td>(b) Selection Based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(c) Single Source Selection</td>
</tr>
<tr>
<td>(d) 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.

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) Results-Based Payments (Part 1 (a) of the Project)</td>
<td>11,400,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(2) Goods, consultants’ services (including for audits), Training, and Operating Costs (Parts 1 (b) and 2 of the Project)</td>
<td>4,050,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Project Preparation Advance</td>
<td>400,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>(4) Unallocated</td>
<td>950,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>16,800,000</strong></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:

(a) for payments made prior to the date of this Agreement; or

(b) under Category (1), unless the Recipient has:

(i) adopted the Results-Based Financing Procedures Manual, in form and substance satisfactory to the Association;

(ii) adopted a training manual, in form and substance satisfactory to the Association, relative to the Results-Based Financing Procedures Manual;
(iii) carried out a training-of-trainers program, as previously agreed with the Association, relative to the Results-Based Financing Procedures Manual; and

(iv) appointed the external consultants referred to in Section I.D.4 (a) of this Schedule.

2. The Closing Date is December 31, 2012.

Section V. Other Undertakings

A. Results-Based Financing

The Recipient shall, throughout Project implementation, maintain its allocation to the budget of the Ministry of Public Health for the provision of the Free Package of Health Services to pregnant women and children under five at no less than 1.4 percent (1.4%) of the Recipient’s general budget expenditures.

B. Annual Work Plans and Budgets

The Recipient shall:

(a) furnish to the Association for approval as soon as available, but in any case not later than November 30 of each year, the annual work plan and budget for the Project for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date; and

(b) thereafter ensure that the Project is carried out in accordance with said plans and budgets.
C. Annual Reviews

The Recipient shall review with the Association, no later than one (1) month after the transmittal to the Association of every second Project Report referred to in Section II.A.1 (a) of this Schedule, or such later date as the Association shall request, said Project Report and the preceding one, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of said Reports and the Association’s views on the matter.

D. Midterm Review

The Recipient shall:

(a) carry out jointly with the Association, no later than 18 months after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of Schedule 2 to this Agreement. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) annual work plans and budgets; (iv) progress on procurement and disbursement; (v) progress on the implementation of environmental and social safeguards measures; (vi) Project implementation arrangements; (vii) timeliness of Results-Based Payments to Beneficiaries; (viii) progress on the Recipient’s development of a national results-based financing policy; and (ix) the need to make any adjustments to the Project and reallocate funds to improve performance;

(b) prepare and furnish to the Association, at least three (3) months before such review, a report, in scope and detail satisfactory to the Association, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section on the progress achieved in the carrying out of the Project during the period preceding the date of the said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
review, jointly with the Association, the report referred to in paragraph (b) of this Section and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association’s views on the matter.
APPENDIX

Section I. Definitions


2. “Beneficiary” means an entity to which or for whose benefit a Results-Based Payment (as hereinafter defined) is made or proposed to be made and which is a party to a Results-Based Payments Agreement (as hereinafter defined).


4. “Directorate General of Health” (Direction Générale de la Santé) means the Recipient’s entity, under the supervisory authority of the Ministry of Public Health (as hereinafter defined), responsible for health.

5. “Directorate General of Resources” (Direction Générale des Ressources) means the Recipient’s entity, under the supervisory authority of the Ministry of Public Health (as hereinafter defined), responsible for resource management for said Ministry and in the health sector.


7. “Free Package of Health Services” means the Recipient’s free package of health services, referred to under Part 1 (a) of the Project, comprising 25 preventive and curative services, including primary health care and preventive services for pregnant women, delivery and post-partum care, care for children under the age of five, and family planning services.

8. “Free Package of Health Services-Related Activities” means the activities relating to the provision of the Free Package of Health Services and in support of which a Results-Based Payment (as hereinafter defined) is made or proposed to be made.

10. “Health Committee” (Comité de Santé) means the Recipient’s entity, established and operating pursuant to its National Sanitary Development Plan (as hereinafter defined) of December 13, 2005, responsible for the oversight of health facility planning and management.

11. “Health Promotion Technician” (Technicien de Promotion de la Santé) means a public sector worker assigned to a health facility for purposes of health-related community activities.


13. “Ministry of Public Health” (Ministère de la Santé Publique) means the Recipient’s ministry at the time responsible for public health.

14. “Ministry of Public Health Administrative, Accounting, and Financial Procedures Manual” (Manuel des Procédures Administratives, Comptables et Financières du Ministère de la Santé Publique) means the Recipient’s manual, dated October 2, 2008, agreed with the Association and outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements for purposes of implementation of the activities of the Ministry of Public Health, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said Manual.

15. “National Biomedical Waste Management Plan” (Plan National de Gestion des Déchets Biomédicaux) means the Recipient’s plan, dated April 2, 2009, agreed with the Association and setting out the measures to be taken for the development and implementation of biomedical waste management and safe handling of said waste, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said Plan.

16. “National Sanitary Development Plan” (Plan National de Développement Sanitaire) means the Recipient’s plan, covering the period from 2006-10, for the development of its health sector.
17. “Operating Costs” means the incremental operating costs under the Project, based on the annual work plans and budgets referred to in Section V.B of Schedule 2 to this Agreement as approved by the Association, and incurred by the Ministry of Public Health on account of utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.


19. “Procurement Plan” (Plan de Passation des Marchés) means the Recipient’s procurement plan for the Project, dated April 22, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

20. “Results-Based Financing Procedures Manual” (Manuel des Procédures relatives au Financement Basé sur les Résultats) means the Recipient’s manual, referred to in Section I.C.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules to said Manual.

21. “Results-Based Payment” means a payment made or proposed to be made out of the proceeds of the Financing to finance the provision of the Free Package of Health Services.

22. “Results-Based Payments Agreement” means an agreement between the Recipient, represented by the Directorate General of Resources, and a Beneficiary, setting forth the terms and conditions governing Results-Based Payments.
23. “Specific Plan for Very Vulnerable Peoples, Including the Batwa” (Plan Spécifique pour les Populations Très Vulnerables, dont les Batwa) means the Recipient’s plan, dated March 13, 2009, outlining measures to ensure culturally appropriate social and economic benefits for the Batwa under the Project and avoidance, minimization, or mitigation of or compensation for any potential adverse effects on the Batwa associated with activities to be implemented under the Project, as shall have been agreed with the Association for purposes of Project implementation, as the same may be updated from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said Plan.

24. “Training” means the costs of training under the Project, based on the annual work plans and budgets referred to in Section V.B of Schedule 2 to this Agreement as approved by the Association, and attributable to seminars, workshops, and study tours, along with 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.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Section 2.07 is modified to read as follows:

“Section 2.07. Refinancing Preparation Advance

If the Financing Agreement provides for the repayment out of the proceeds of the Financing of an advance made by the Association or the Bank (“Preparation Advance”), the Association shall, on behalf of the Recipient, withdraw from the Financing Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Financing Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Association shall pay the amount so withdrawn to itself or the Bank, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.”
2. Paragraph (i) of Section 6.02 is modified to read as follows:

“Section 6.02. Suspension by the Association

... (l) **Ineligibility**. The Association or the Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by the Association or the Bank or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Association or the Bank, as a result of a determination by the Association or the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Association or the Bank.”

3. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

(a) The term “Project Preparation Advance” is modified to read “Preparation Advance” and its definition is modified to read as follows:

“‘Preparation Advance’ means the advance referred to in the Financing Agreement and repayable in accordance with Section 2.07.”