Financing Agreement

(Additional Financing for Project in Support of the Health Sector Development Program - Phase II)

between

UNITED REPUBLIC OF TANZANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 29, 2010
FINANCING AGREEMENT

AGREEMENT dated January 29, 2010, entered into between UNITED REPUBLIC OF TANZANIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing further additional financing for activities under the Program (as defined in the Appendix to this Agreement).

WHEREAS (A) the Recipient and the Association entered into a Development Financing Agreement (Original Financing Agreement), dated January 13, 2004, pursuant to which the Association made a credit and a grant (Credit No. 3841-TA; Grant No. H071-TA) available to the Recipient to assist in the financing of activities in support of the Program on the terms and conditions set forth in such agreement;

(B) the Recipient and the Association entered into an Agreement Amending Development Financing Agreement (Amending Agreement), dated July 31, 2007, pursuant to which the Association made an additional credit (Credit No. 3841-1-TA) available to the Recipient to assist in the financing of activities in support of the Program on the terms and conditions set forth in such agreement; and

(C) the Recipient has requested the Association to provide further assistance in support of the Program; and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to provide such additional assistance to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to twenty five million two hundred thousand Special Drawing Rights (SDR 25,200,000) (referred to variously as “Credit” and “Financing”).
2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are March 15 and September 15 in each year.

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

2.07. The Payment Currency is Dollars.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through MOHSW and PMO-RALG, 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—REMEDIES OF THE ASSOCIATION

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

(a) A situation has arisen which makes it improbable that the Program, or a significant part thereof, will be carried out.

(b) (i) Subject to paragraph (ii) of this paragraph: (A) the right of the Recipient to withdraw the proceeds of any grant or loan made to the Recipient for the financing of the Program has been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof; or (B) any such loan has become due and payable prior to the agreed maturity thereof.

(ii) Subparagraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Association that: (A) such suspension, cancellation, termination or prematuring
was not caused by the failure of the Recipient to perform any of its obligations under such agreement; and (B) adequate funds for the Project are available to the Recipient from other sources on terms and conditions consistent with the obligation of the Recipient under this Agreement.

4.02. The Additional Event of Acceleration consists of the following: the event specified in sub-paragraph (i)(B) of Section 4.01(b) of this Agreement has occurred, subject to the proviso of said sub-paragraph (ii) of that Section.

ARTICLE V—TERMINATION

5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Additional Financing Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister responsible for finance.

6.02. The Recipient’s Address is:

Ministry of Finance and Economic Affairs  
P.O. Box 9111  
Dar es Salaam  
United Republic of Tanzania

Facsimile:

(255) 222 11 0326

6.03. The Association’s Address is:

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

Cable address:  
Telex:  
Facsimile:

INDEVAS  
248423(MCI)  
1-202-477-6391  
Washington, D.C.
AGREED at Dar es Salaam, United Republic of Tanzania, as of the day and year first above written.

UNITED REPUBLIC OF TANZANIA

By /s/ Ramadhani Mussa Khijjah
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ John M. McIntire
Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient in continuing to improve the quality of health services and the management of resources allocated to the health sector through the expansion of the health sector policy and institutional capacity building reforms initiated under the Program.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Association may agree upon from time to time to achieve such objectives:

Part A: District Health Services

Carrying out of Subprograms to improve the delivery of District-level health care services, through the provision of goods, works and services, in the following areas:

1. **Quality of Health Services**. Improvement of access to, and quality and efficiency of, District-based primary health care services by:
   
   (a) integrating HIV/AIDS-related activities into the District work programs;
   
   (b) reviewing and improving service agreements for the delivery of health services by private sector health care providers;
   
   (c) rehabilitating primary health care facilities;
   
   (d) implementing the HCWMP through *inter alia* the provision of training, revision of existing health sector guidelines and development of occupational safety guidelines for health care workers;
   
   (e) increasing accountability by publishing annual health budgets and performance data, assessing patient satisfaction with the quality of health service delivery; and
   
   (f) providing technical support to District Councils, and increasing District through the development of performance-based incentives and the development and provision of in-service training programs.

2. **Household and Community Level Health Care**

Scaling up and institutionalization, at the District level, of household and community level health care activities aimed at promoting the use of Vitamin A
supplements, insecticide treated nets, and integrated management of childhood illness practices.

3. **Health Sector Financing**

   Strengthening of District-level health care planning and budgeting capacity, and expansion and strengthening of community health and health insurance schemes, and user fee collection capacity.

4. **Equitable Access to Health Services**

   Monitoring of the impact on the poor of charging health service delivery user fees, encouraging compliance with user fee payment exemptions for the poor, and formulation of new resource allocation formulas for District-level health grants.

5. **Mitigating the Impact of HIV/AIDS on District Health Staff**

   Provision of HIV/AIDS prevention, counseling and care, and development of human resource strategies to mitigate the impact of HIV/AIDS on District-level health staff.

**Part B: Strengthening the Management of Secondary and Tertiary Hospital Care**

Carrying out of Subprograms to strengthen the management of secondary and tertiary hospital care services, through the provision of goods, works and services, in the following areas:

1. **Hospital Management**

   Establishment of a hospital management cadre and of hospital boards, development of hospital strategic and operational plans and strengthening of hospital financial management systems.

2. **Quality of Secondary and Tertiary Hospital Care**

   Rehabilitation and preventive maintenance of hospital facilities, hospital performance audits, and implementation of the HCWMP through *inter alia*, the provision of training, revision of existing health sector guidelines and development of occupational safety guidelines for health care workers.

3. **Mitigating the Impact of HIV/AIDS on Hospital Staff**

   Carrying out of programs of HIV/AIDS prevention, counseling and care, and development of human resource strategies to mitigate the impact of HIV/AIDS on hospital staff.
Part C: Regional and National Level Support for Health Sector Improvements in Quality, Financing and Human Resources

Carrying out of Subprograms to improve regional and national health care, through the provision of goods, works and services, in the following areas:

1. Quality of Health Services

   (a) Regional. Improvement in data collection, data management and decision-making, strengthening of the District health inspectorate’s capacity to supervise the delivery of health services, facilitation of inter-District exchange of experiences and information, carrying out of performance audits and establishment of a quality assurance program, including client satisfaction assessment.

   (b) MOHSW and PMO-RALG. Carrying out of medical and clinical audits, harmonization of technical management guidelines, standards for health service delivery agreements, accreditation of public and private health institutions, and consultations with civil society, and the development of comprehensive integrated sustainable quality assurance schemes at health delivery facilities.

   (c) Provision of emergency obstetric medical equipment.

   (d) Support of a comprehensive food fortification program to reduce micronutrient deficiencies in the population.

2. Health Sector Financing

   (a) Improved budgeting and resource allocation, pooling and management of external finances through the preparation of medium term expenditure frameworks and public expenditure reviews.

   (b) Strengthening of financing options for the delivery of health services.

   (c) Strengthening of NHIF through: (i) carrying out of advocacy and educational programs to expand its operations; (ii) improving its information management processes, including the processing of claims and data management; (iii) assessing the feasibility of expanding NHIF coverage to the private sector.

   (d) Provision of training in health care contract management.

   (e) Enhancement of community voice and ownership in health care cost sharing schemes.
(f) Restructuring the Health Sector Reform Secretariat (HSRS).

3. **Human Resources:**

   Formulation and implementation of a long-term strategy to address the production, development, deployment, distribution, motivation and retention of staff, and improved utilization of zonal training centers.

4. **HIV/AIDS:**

   Integration of HIV/AIDS activities into existing health services and the introduction and/or strengthening of prevention of mother to child transmission (PMTCT) and of highly active anti-retroviral therapy (HAART).

5. **Monitoring and Evaluation:**

   Strengthening of the capacity of Districts and hospitals to collect, analyze, interpret and report on a list of core indicators, referred to as the minimum information package, in order to assess the performance of the health sector.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall implement the Project in accordance with the procedures set out in the PIP, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIP without the prior written agreement of the Association. Notwithstanding the foregoing, in the event of any conflict between the PIP and this Agreement on the other, the provisions of this Agreement shall govern.

2. The Permanent Secretary of the MOHSW, in close cooperation with the Permanent Secretary of the PMO-RALG, shall be responsible for the overall coordination, monitoring, and supervision of activities under the Project, including, inter alia, overseeing the health sector policy reform and coordinating the Subprograms and their financing.

3. In order to facilitate implementation of the Project, the day-to-day monitoring and coordination of the Project shall be carried out by the Director of Health Policy and Planning of the MOHSW, in close cooperation with the Chief Medical Officer of the MOHSW and the Director of Local Government of PMO-RALG.

4. The coordination and supervision of all accounting and financial matters under the Project shall be the responsibility of the Chief Accountant of the MOHSW. The coordination and supervision of the procurement of goods, works, and services financed under the Project, as well as the overall Program, including the reviewing of procurement procedures and processes, shall be the responsibility of the MOHSW Director of Administration and Personnel. All professional accounting and procurement staff responsible for the implementation of the Project shall have terms of reference and qualifications satisfactory to the Association.

B. Subprograms

1. The Recipient shall prepare and furnish to the Association and the Donors not later than May 31 in each Fiscal Year, and in accordance with guidelines acceptable to the Association and the Donors: (i) the annual program of activities proposed for inclusion in the Program during the following Fiscal Year (“Proposed Subprogram”), together with a proposed budget and financing plan for such activities.
2. The Recipient shall exchange views with the Association and the Donors on each Proposed Subprogram, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association and the Donors, in accordance with such financing plan therefor as shall have been agreed with the Association and the Donors, as such program and financing plan may be subsequently revised during such following Fiscal Year with the agreement of the Association and the Donors (“Subprogram”).

3. Following the approval of each Subprogram, the Association shall furnish the Recipient with its Annual Confirmation for such Subprogram.

C. Anti-Corruption

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

D. Safeguards

The Recipient shall implement the Project in accordance with the HCWMP and ESMF and each EA and EMP. To this end, the Recipient shall ensure that:

1. each Subprogram shall be prepared on the basis of an EA conducted in accordance with the ESMF and approved by the Association. If any Subprogram would, pursuant to the ESMF or EA, require the adoption of an EMP, then no activities included in the Subprogram shall be implemented unless and until such EMP: (a) is prepared, in accordance with the ESMF and EA and furnished to the Association for review and approval; (b) is approved by the Association; and (c) any measure required under such EA and/or EMP (as the case may be) required to be taken prior to commencement of such activities has been taken; and

2. each Subprogram shall be designed in such a manner as to involve no activities that would result in any Displaced Persons.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports

1. 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 calendar quarter, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.

2. The performance indicators referred to above in sub-paragraph (a) consist of the following:
(a) decrease in infant mortality rate (IMR) (expressed as a number per 1,000 live births);
(b) decrease in ratio of the IMR of the poorest quintile to the IMR of the least poor;
(c) decrease in under five years of age mortality rate (expressed as a number per 1,000 live births); and
(d) decrease in total fertility rate of women between the ages of 15 and 49 years (expressed as the number of births divided by the number of women).

B. Financial Management, Financial Reports and Audits

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

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of each Project Report, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year. 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.

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 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 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 methods of procurement, other than International Competitive Bidding, may be used for goods and works under the circumstances specified in the Procurement Plan for each such method: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) Direct Contracting; (e) Procurement from UN Agencies; and (f) Community Participation.

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 of procurement, other than Quality- and Cost-based Selection, may be used for consultants’ services under circumstances specified in the Procurement Plan for each such method: (a) Least-cost-Selection; (b) Selection Based on Consultants’ Qualifications; (c) Single Source Selection; (d) Selection Under a Fixed Budget; and (e) Individual Consultants.

D. Review by the Association of Procurement Decisions

1. 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.

2. The Recipient shall, not later than December 31 of each Fiscal Year: (a) ensure the audit by independent auditors selected in accordance with the provisions of Part C of this Section III, of the procurement of goods, works, and consultants' services to be financed out of the proceeds of the Financing which shall have been undertaken during the preceding Fiscal Year; and (b) furnish to the Association the report of such auditors, of such scope and in such detail as the Association shall reasonably request.
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 Additional 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 Equivalent)</th>
<th>% of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Such goods, works, services, Training and Operating Costs to be financed out of Pooled Funds under each Subprogram, as determined by the Association and communicated to the Recipient in the Annual Confirmation for such Subprogram</td>
<td>19,500,000</td>
<td>Such percentage as the Association shall determine and communicate to the Recipient in its Annual Confirmation for the relevant Subprogram</td>
</tr>
<tr>
<td>(2) Such goods, works, services, Training and Operating Costs to be financed out of Non-Pooled Funds under each Subprogram, as determined by the Association and communicated to the Recipient in the Annual Confirmation for such Subprogram</td>
<td>5,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>25,200,000</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 in respect of payments made for expenditures prior to the date of this Agreement.

2. The Closing Date is December 31, 2010.

3. The closing date set forth in Section 1.04 of the Amending Agreement is hereby amended to read December 31, 2010.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15:</td>
<td></td>
</tr>
<tr>
<td>commencing March 15, 2020, to and including September 15, 2029</td>
<td>1%</td>
</tr>
<tr>
<td>commencing March 15, 2030, to and including September 15, 2049</td>
<td>2%</td>
</tr>
</tbody>
</table>

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

Section I. Definitions


2. “Annual Confirmation” means for each Subprogram, the Association’s written confirmation of: (i) its agreement with such Subprogram; (ii) the specific expenditures for the Subprogram which may be financed out of the Pooled Funds, and the percentage of such expenditures to be financed out of the Pooled Funds; and (iii) the specific expenditures for the Subprogram which may be financed out of the proceeds of the Non-Pooled Funds.


4. “CHF” means Community Health Fund, a community-based financing scheme for basic health services.


6. “Displaced Person” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction to access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and “Displaced Persons” means more than one Displaced Person.

7. “District” means an administrative area established pursuant to Section 6 of the Borrower’s Regions and Districts (Establishment Procedures) Act No.12 of 1994, representing a designated area and population within the territory of the Borrower.


9. “Donors” means, collectively, the Danish International Development Agency, German Technical Cooperation, Development Cooperation Ireland, the Swiss
Agency for Development Cooperation, the Netherlands, and any other national or international agency making a financial contribution to the Project; and “Donor” means each and every donor individually.

10. “EA” means each environmental assessment that is required to be undertaken pursuant to the ESMF in respect of a Subprogram.

11. “EMP” means each environmental management plan that is required to be prepared and adopted pursuant to the ESMF in respect of a Subprogram.

12. “ESMF” means the Recipient’s Environmental and Social Mitigation Framework, dated October 28, 2009, defining procedures, guidelines, rules and measures to mitigate, reduce and/or offset negative environmental and social impacts of the Project, and enhance the environmental and social benefits to be derived therefrom.

13. “Fiscal Year” or “FY” means the fiscal year of the Recipient which commences on July 1 and ends on June 30 of the year immediately following.


15. “HCWMP” means the Recipient’s Health Care Waste Management Plan dated March 2003, and revised in 2007, approved by the Association and the Recipient, setting out the measures and arrangements necessary for the proper management of medical waste under the Project.


18. “NHIF” means the Recipient’s National Health Insurance Fund established under Act No. 8 of 1999, as the same may be amended from time to time.

19. “Non-Pooled Funds” means the proceeds of the Financing which are not Pooled Funds.

20. “Operating Costs” means the incremental expenses incurred in relation to the implementation, management and monitoring of the Project, including office supplies, transportation, communications, vehicle and equipment operation, but excluding salaries of officials of the Recipient’s civil service.


22. “Original Project” means the Project described in Schedule 2 of the Original Financing Agreement.

23. “PIP” or “Project Implementation Plan” means the plan for the implementation of the Project, in form and substance satisfactory to the Association, comprising inter alia: (i) procedures for approval of Subprograms; (ii) monitoring and performance targets for the Project; (iii) details of procurement and disbursement arrangements under the Project; (iv) guidelines and procedures to be used for the purpose of implementation of the Project; and (v) such other administrative, financial, and organizational arrangements as shall be required, as amended from time to time with the agreement of the Association, and such term includes any schedules to the PIP.

24. “Pooled Funds” means the proceeds of the Financing to be deposited in the same account as those funds provided by the Donors for each Subprogram.

25. “PMO-RALG” means the Recipient’s Prime Minister’s Office, Regional Administration and Local Government, the office under the Prime Minister responsible for regional administration and local government.


27. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 29, 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 the said paragraphs.

28. “Program” means the Recipient’s program covering the period 2009 through 2015, designed to reform and further develop the health sector, as set forth in the Recipient’s Health Sector Strategic Plan III dated July, 2009.

29. “Region” means each of the twenty-six (26) regions proclaimed as such by the President of the United Republic of Tanzania, pursuant to powers conferred by the Recipient’s Constitution.

30. “Subprogram” means the annual program of activities to be carried out under the Project in each Fiscal Year.

31. “Training” means expenses incurred by the Recipient in connection with carrying out post-graduate courses, training activities, study tours and workshops under
the Project, including tuition, international travel, local travel costs and per diem for local trainees, trainers and workshop attendees, rental of facilities and equipment and training materials and related supplies.