Multi-donor Trust Fund for Health Results Innovation
Grant Agreement

(Health and Nutrition Financing Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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

Dated March 26, 2014
MDTF-HRI GRANT NUMBER TF016618

MULTI-DONOR TRUST FUND FOR HEALTH RESULTS INNOVATION

GRANT AGREEMENT

AGREEMENT dated __________, 2014, entered into between REPUBLIC OF SENEGAL ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, "World Bank"), both acting as administrator of the Multi-donor Trust Fund for Health Results Innovation ("Trust Fund"). The Recipient and the World Bank hereby agree as follows:

Article I

Standard Conditions; Definitions

1.01. The Standard 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 Standard Conditions or in this Agreement.

Article II

The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall, through MoHSA, carry out Parts A; B.1, B.3, and C of the Project 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 twenty million United States Dollars ($20,000,000) ("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 donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied, namely that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary government action.

4.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.03. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
Article V
Recipient's Representative; Addresses

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister in charge of finance.

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

Ministry of Economy and Finance
Rue René N’diaye
B.P. 4017
Dakar
Senegal

Cable: MINIFINANCES
Telex: 3203 G
Facsimile: +221-33-821-1630
Dakar

5.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
AGREED at Dakar, Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By

Authorized Representative

Name: Amadou Ba
Title: Minister of Economy and Finance

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

By

Authorized Representative

Name: Vera Songwe
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to increase utilization and quality of maternal, neonatal and child health and nutritional services, especially among the poorest households in Targeted Areas in the Recipient's territory.

The Project consists of the following parts:

Part A. Results-Based Financing for Health and Nutrition Services and Capacity Building

1. Provision of a Package of Health Services, comprising preventive and curative services, including, *inter alia*, maternal, neonatal and child health care, preventive services for pregnant women, delivery care, care for children under the age of five, and family planning services, through the provision of RBF Grants.

2. Carrying out a program of activities aimed at: (a) building the MoHSA’s capacity at central, regional and district levels to facilitate the implementation of Part A.1 of the Project, said program to include *inter alia*, technical assistance, development and implementation of Training programs, and provision of goods required for the purpose; and (b) providing for the monitoring and verification of the activities financed under RBF Grants under Part A.1 of the Project, through the engagement of community-based and independent third party verifiers.

Part B. Improvement of Accessibility to Maternal Nutrition and Children Health Services

1. Carrying out a program of activities to: (a) establish and implement a universal health insurance system and an equity fund; and (b) scale-up the National Unified Registry, through the provision of technical assistance, training and equipment to MoHSA.

2. Carrying out, through the provision of Nutrition Enhancement Grants, of specific community-based development projects designed to promote c-IMCI and monitoring of growth including: (a) monthly evaluations of growth of children under two years of age with counseling feedback to mothers, home visits to children requiring special attention and cooking demonstrations; (b) community screening, nutritional rehabilitation and follow-up of acute malnutrition of children aged 6 to 59 months; and (c) provision of information through education and communication in recommended infant and young child feeding practices, disease preventive measures, particularly malaria prevention, by distribution of insecticide-treated bed nets and teaching their use to children and pregnant
women, home-based care, recognition of danger signs and timely care-seeking for sick children.

3. Carrying out a program of activities to: (a) encourage pregnant women to attend antenatal care visits; and (b) assisted deliveries through the provision of Maternal Health Vouchers.

4. Providing for the monitoring and verification of the implementation of Maternal Health Vouchers under Part B.3 of the Project, through the engagement of community-based and independent third party verifiers.

Part C. Institutional Strengthening and Project Implementation

1. Carrying out a program of activities to strengthen the regulation of the hospital sector in the Recipient's territory. Said program to include: (a) reinforcing the Recipient's hospital information system in order to better track production, revenues and costs; (b) designing and piloting a new hospital payment system and planning tools for hospital care; and (c) reinforcing the Recipient's capacity for supervising hospitals, all through the provision of technical assistance, Training and related equipment.

2. Strengthening the Recipient's National Agency for Statistics and Demographics capacity to implement an annual survey on households and health facilities.

3. Supporting the Recipient in the areas of Project coordination, supervision, financial management, communication and outreach, procurement, medical waste management, through the provision of technical assistance, Training, Operating Costs, goods and services for the required purpose.
Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

The Recipient shall, not later than thirty (30) days after the Effective Date establish, and thereafter maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the World Bank, a steering committee, to be chaired by the MoHSA and comprised of representatives of key ministries, the Délégation Générale à la Protection Sociale et la Solidarité Nationale, local councils and CLM, to be responsible for providing overall guidance and strategic support to the Project, including, inter alia, endorsing the proposed Annual Work Plan and budget for the Project (the “Steering Committee”).

2. Staffing

In order to ensure the proper implementation of the Project, the Recipient shall: (a) not later than thirty (30) days after the Effective Date, employ and thereafter maintain, at all times during Project implementation or as agreed with the World Bank: (i) a Project coordinator; and (ii) a procurement specialist; and (b) maintain at all times throughout the Project implementation period, a financial management specialist, with qualifications, experience and terms and conditions of employment acceptable to the World Bank.

B. Project Implementation

1. Procedures Manual

(a) The Recipient shall prepare, in accordance with terms of reference acceptable to the World Bank, a Procedures manual, containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communication; and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project. Such manual shall also include operational modules outlining implementation, organizational, administrative, monitoring, financial management, disbursement, detailed eligibility criteria and procurement arrangements concerning: (A) the RBF Grants to be provided under Part A.1 of the
Project; (B) the Nutrition Enhancement Grants to be provided under Part B.2 of the Project; and (C) the Maternal Health Vouchers payments to be provided under Part B.3 of the Project, including eligibility criteria, detailed rules and procedures for said Maternal Health Vouchers payments, grievance mechanisms and the required terms of the Service Agreements.

(b) The Recipient shall afford the World Bank a reasonable opportunity to review such manual, and shall thereafter adopt said manual as shall have been approved by the World Bank ("Procedures Manual").

c) The Recipient shall carry out the Project in accordance with the Procedures Manual and shall not amend, abrogate, waive or permit to be amended, abrogated or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the World Bank.

2. Annual Work Plan

(a) The Recipient shall prepare, in accordance with terms of references acceptable to the World Bank, and furnish to the World Bank no later than November 30 of each Fiscal Year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next Fiscal Year, together with a budget for such activities and a timetable for their implementation.

(b) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the World Bank ("Annual Work Plan").

c) Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Financing.

3. National Medical Waste Management Plan

(a) The Recipient shall ensure that the Project is carried out in accordance with the provisions of the National Medical Waste Plan, and, except as the World Bank 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.

(b) Without any limitation upon its other reporting obligations under Section II.A of this Schedule, the Recipient shall take all measures on its part to
C. **Anti-Corruption Guidelines**

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

D. **Maternal Health Vouchers**

1. In order to achieve the objectives of Part B.3 of the Project, the Recipient shall provide, or cause to be provided through one or more Payment Service Providers, Maternal Health Vouchers to Eligible Beneficiaries in accordance with the eligibility criteria and procedures acceptable to the World Bank and further detailed in the Procedures Manual. Said eligible criteria to include, *inter alia*, that the Eligible Beneficiary shall have (a) been identified in the National Unified Registry; and (b) accomplished either four (4) antenatal care visits or had received assisted deliveries.

2. Each Maternal Health Voucher shall be: (a) in an amount acceptable to the World Bank and the Recipient shall reflect the reasonable cost of increasing the Eligible Beneficiaries’ access to maternal health; and (b) certified in accordance with the provisions of Section E of this Agreement.

3. 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 and in form and in accordance with criteria and procedures set forth in the Procedures Manual, with one or more Payment Service Providers, engaged in accordance with the provisions of Section III of Schedule 2 to this Agreement and acceptable to the World Bank, for the payment of Maternal Health Vouchers to Eligible Beneficiaries (each a “Service Agreement”). The Recipient shall ensure that each Service Agreement is: (a) submitted to the World Bank for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (b) signed and effective before any proceeds of the Financing is transferred to the Payment Service Provider; and (c) carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Maternal Health Voucher proceeds other than the Recipient.
4. The Recipient shall ensure that each Payment Service Provider complies with its obligations under its Service Agreement with the Recipient and promptly inform the World Bank in case of a breach of the terms of the Service Agreement by a Payment Service Provider.

E. Results-Based Financing

1. Results-Based Financing Eligibility and Packages of Health Services-Related Implementation Guidelines and Procedures

No proposed RBF Beneficiary shall be eligible for financing under Part A.1 of the Project unless, on the basis of a review conducted in accordance with guidelines acceptable to the World Bank, and elaborated in the Procedures Manual, the Recipient shall have determined that the proposed RBF Beneficiary satisfies the eligible criteria specified below and further detailed in the Procedures Manual:

(a) the proposed RBF Beneficiary is a public or private not-for-profit health facility or a regional or district management unit, with the organization, management and resources necessary to carry out the proposed Package of Health Services-Related Activities.

(b) the proposed Package of Health Services-Related Activities are consistent with Part A.1 of the Project as further described in the Procedures Manual.

(c) the proposed Package of Health Services-Related Activities comply with the National Medical Waste Management Plan and the relevant sectoral, environmental, and social standards and policies of the Recipient; and

(d) the proposed RBF Beneficiary has put in place all necessary arrangements, including financial and human resources, for the management and implementation of the proposed Package of Health Services-Related Activities.

2. Terms and Conditions for RBF Grants

(a) In order to achieve the objectives of Part A.1 of the Project, the Recipient shall make each RBF Grant to an RBF Beneficiary under a RBF Grant Agreement, under terms and conditions, satisfactory to the World Bank, as further described in the Procedures Manual, which shall include the following:

(i) the proceeds of the RBF Grant shall be made available to the RBF Beneficiary on a non-reimbursable grant terms;
(ii) a description of the Package of Health Services-Related Activities, the applicable rates for the services thereunder, and applicable performance indicators;

(iii) the obligation of the RBF Beneficiary to: (A) carry out the Package of Health Services-Related Activities with due diligence and efficiency and in accordance with sound technical, financial, administrative, and environmental practices; (B) ensure that the resources required for the Package of Health Services-Related Activities are provided promptly as needed; (C) procure goods and services required for the Package of Health Services-Related Activities in accordance with Section III of this Schedule; (D) maintain policies and procedures adequate to enable to monitor and evaluate, in accordance with indicators acceptable to the World Bank, the progress of the Package of Health Services-Related Activities and the achievement of its objectives; and (E) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Package of Health Services-Related Activities; and (ii) at the request of the World Bank or the Recipient, have such records audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the records as so audited to the Recipient and the World Bank;

(iv) the obligation of the RBF Beneficiary to carry out the Package of Health Services-Related Activities in accordance with the provisions of the Anti-Corruption Guidelines; Procedures Manual, and the National Medical Waste Management Plan;

(v) the requirement that the goods and services to be financed from the proceeds of the RBF Grant shall be used exclusively for the Package of Health Services-Related Activities;

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

(b) The Recipient shall exercise its rights and carry out its obligations, under the RBF Grant Agreement in such a manner as to protect its interest and those of the World Bank and to accomplish the purposes of the grant provided thereunder, and except as the World Bank 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.

F. External Control

1. The Recipient shall, not later than (4) four months after the Effective Date, appoint and maintain external monitoring and evaluation experts and community-based organizations, in accordance with Section III of this Schedule (“Independent Verifiers”) to act as third-party verifiers of the proper implementation of: (a) the Package of Health Services-Related Activities to be carried out under Part A.1 of the Project; and (b) the Maternal Health Vouchers to be carried out under Part B.3 of the Project.

2. The Recipient shall cause said Independent Verifiers to carry out, throughout Project Implementation, and in accordance with terms and reference satisfactory to the World Bank: (a) quarterly verification exercises of Package of Health Services-Related Activities including, *inter alia*, community and focus group surveys, RBF Beneficiary spot checks, verification of data provided and records kept by health facilities in relation to the Package of Health Services-Related Activities, and assessments of the quality of health services provided under said Activities; and (b) certification of fulfillment of conditions prior to the payment of any Maternal Health Vouchers, all in accordance with the provisions of the Procedures Manual.

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 Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donors 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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six 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 audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

4. The Recipient shall recruit, not later than four (4) months after the Effective Date the external auditor referred to Section 2.07 (b) of the Standard Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the World Bank.

5. The Recipient shall, not later than two (2) months after the Effective Date: (a) acquire, install and thereafter maintain a computerized accounting system acceptable to the World Bank, for the Project; and (b) submit to the World Bank, an audit of its internal control department performed by an independent auditor, in a manner satisfactory to the World Bank.
6. The Recipient shall, not later than four (4) months after the Effective Date, prepare and set-up, a training plan for the financial management team in a manner satisfactory to the World Bank.

Section III. **Procurement**

A. **General**

1. **Goods and Non-consulting Services.** All goods and non-consulting-services required for Parts A, B.1, B.2 and C 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 Parts A, B.1, B.2 and C of 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 Non-consulting Services**

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

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the following additional provisions listed in paragraph 3 below; (b) Limited International Competitive Bidding; (c) Shopping; and (d) Direct Contracting.

3. The following provisions apply to National Competitive Bidding: (a) bids shall be advertised in national newspapers with wide circulation; (b) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (c) bidders shall be given an adequate response time (minimum four weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (d) bids shall be awarded to the lowest evaluated bidder; (e) eligible bidders, including foreign
Particular Methods of Procurement of Consultants' Services

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

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Selection under a Fixed-Budget; (e) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultants Guidelines for the Selection of Individual Consultants; and (f) Single-source procedures for the Selection of Individual Consultants.

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: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Category Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) RBF Grants under Part A.1 of the Project</td>
<td>12,400,000</td>
<td>86% of amounts disbursed, payable under the respective RBF Grant Agreements.</td>
</tr>
<tr>
<td>(2) Maternal Health Vouchers under Part B.3 of the Project</td>
<td>2,000,000</td>
<td>100% of amounts disbursed, payable under the respective Maternal Health Vouchers.</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, and consultants’ services, Operating Costs and Training under Parts A.2, B.1 and C of the Project</td>
<td>5,600,000</td>
<td>27%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>20,000,000</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; and

   (b) under Category (2), until and unless the Procedures Manual has been updated in form and substance satisfactory to the World Bank to reflect criteria and mechanisms related to the implementation of Part B.3 of the Project.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 29, 2018.
APPENDIX

Definitions

1. “Annual Work Plan” means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.B.2 of Schedule 2 to this Agreement.


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


5. “CLM” means Cellule de Lutte contre la Malnutrition, the multi-sectoral coordination unit within the office of the Recipient’s prime minister and responsible for assisting the Recipient with the implementation of Part B.2 and B.3 of the Project.

6. “Co-financier” means any of the following: (a) the Association; and (b) the World Bank acting as administrator of the Senegal Health Results-Based Financing Trust Fund, referred to in paragraph 10 of the Appendix to the General Conditions.

7. “Co-financing” means an amount of SDR13,100,000 Special Drawing Rights in the case of the Association’s financing and an amount of $2,300,000 in the case of Senegal Health Results-Based Financing Grant Agreement, to be provided by the Co-financiers to assist in the financing of the Project.

8. “Co-financing Agreements” means both of the following: IDA Financing Agreement (as defined in the preamble) and the Senegal Health RBF Grant Agreement (as defined herein after), entered into or to be entered into, as the case may be, between the Recipient and the Co-financiers providing for the Co-financing.


10. “Délégation Générale à la Protection Sociale et la Solidarité Nationale” and “DGPSSN” each mean a governmental entity responsible for the preparation and
implementation of social protection and national solidarity strategies aiming at providing social and economic protection to vulnerable groups, and established pursuant to the Recipient’s Decree no.2012-1311, dated November 16, 2012, as the same may be amended from time to time.

11. “Eligible Beneficiary” means pregnant women from the poorest households who are included in the National Unified Registry and deemed eligible for Maternal Health Vouchers in accordance with Section I.D.1 of Schedule 2 to this Agreement and the terms and conditions set forth in the Procedures Manual.

12. “Fiscal Year” means the twelve (12) month period, commencing on January 1 and ending on December 31.


14. “Package of Health Services” means the Recipient’s package of health services, referred to under Part A.1 of the Project.

15. “Package of Health Services-Related Activities” means the activities relating to the provision of the Package of Health Services and in support of which a RBF Grant is made or proposed to be made.

16. “IDA Financing” means a credit in an amount of thirteen million one hundred thousand Special Drawing Rights to be provided to the Recipient to assist in financing the Project (IDA Credit 5324-SN).

17. “Maternal Health Vouchers” means a payment in the form of a non-refundable grant by the Recipient to an Eligible Beneficiary made or to be made in accordance with the provisions of the Procedures Manual, with the aim of increasing access of Eligible Beneficiaries to selected maternal health care services.

18. “Ministry of Health and Social Action” and “MoHSA” each means the Recipient’s ministry in charge of health and social action.

19. “National Medical Waste Management Plan” means the Recipient’s National Medical Waste Management Plan, dated March 2007, being currently updated setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste, and any subsequent plans to be adopted succeeding such plan during the implementation of the Project.

20. “National Agency for Statistical and Demographics” means the Recipient’s agency in charge of collecting, analyzing and reporting data from households, established pursuant to Law no. 2004-21 dated July 21, 2004 and entitled
“Organisation des Activités Statistiques”, and operating pursuant to Decree no. 2005-436 dated May 23, 2005, as the same may be amended from time to time.

21. “National Unified Registry” means the Recipient’s national data-base of the poorest households as developed and maintained by the DGPSSN.

22. “Nutrition Enhancement Grant” means a grant made or proposed to be made by the Targeted LG, following the Recipient’s instructions to a CEA out of the proceeds of the Grant to assist in the financing of a Nutrition Enhancement Subproject; and “Nutrition Enhancement Grants” means more than one Nutrition Enhancement Grant.

23. “Nutrition Enhancement Grant Agreement” means an agreement between a Targeted LG and a CEA, providing for a Nutrition Enhancement Grant Agreement; “Nutrition Enhancement Grant Agreements” mean more than one Nutrition Enhancement Grant.

24. “Nutrition Enhancement Subproject” means a specific development project under Part B.2 of the Project to be carried out by a CEA out of the proceeds of a Nutrition Enhancement Grant; and “Nutrition Enhancement Subprojects” means more than one Nutrition Enhancement Subproject.

25. “Operating Costs” means the reasonable incremental operating costs under the Project, based on the Annual Work Plans and budgets approved by the World Bank, and incurred by the Recipient, 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 of members of the Recipient’s civil service.

26. “Payment Service Providers” means a person or entity that has entered into a Service Agreement with the Recipient in accordance with the provisions of Section I.D.3 of Schedule 2 to this Agreement.

27. “Procedures Manual” means the Recipient’s manual referred to in Section I.D.1 of Schedule 2 to this Agreement, as the same may be amended from time to time in accordance with the terms of this Agreement, and such terms include any schedules to said manual.


29. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated October 31, 2013 and referred to in paragraph 1.18 of the Procurement
Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

30. “RBF” means Results-Based Financing.

31. “RBF Grant” means a grant made or proposed to be made out of the proceeds of the Grant to finance the provision of the Package of Health Services-Related Activities”, and “RBF Grants” means more than one RBF Grant.

32. “RBF Beneficiary” means a public or private not-for-profit health facility or a regional or district health management unit, with the organization, management and resources necessary to carry out the proposed Package of Health-Related Services Activities; and “RBF Beneficiaries” means more than one RBF Beneficiary.

33. “RBF Grant Agreement” means an agreement between the Recipient and an RBF Beneficiary, setting forth the terms and conditions governing RBF Grants; and “RBF Grant Agreements” means more than one RBF Grant Agreement.

34. “Senegal Health RBF Grant Agreement” means the grant agreement, for purposes of the Project, of the same date as this Agreement, entered into between the Recipient and the World Bank acting as trustee of the Senegal Health Results-Based Financing Trust Fund, providing for the Senegal Health RBF Grant.

35. “Senegal Health RBF Grant” means a grant in the amount equal to two million three hundred thousand Dollars ($2,300,000) provided under the Senegal Health RBF Grant Agreement to assist in financing Part A.1 of the Project.

36. “Senegal Health Results-Based Financing Trust Fund” and “Senegal Health RBF Trust Fund” each means the single-donor trust fund to be established to address some of the results-based financing needs in the Recipient’s health sector.

37. “Service Agreement” means the agreement referred to in Section I.D.3 of Schedule 2 to this Agreement.

38. “Special Drawing Rights” and “SDR” each mean the special drawing rights under the IDA Financing as defined in the General Conditions.


40. “Steering Committee” means the steering committee to be established pursuant to Section I.A.1 of Schedule 2 to this Agreement.
41. "Targeted Areas" means the Recipient's regions of Kaffrine, Kedougou, Kolda, Tambacounda, Sehdiou, and Ziguinchor.

42. "Targeted LG" means any local government where Part B.2 is being implemented.

43. "Training" means the costs of training under the Project, based on the Annual Work Plans approved by the World Bank, 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.