Financing Agreement

(Mother and Child Health Services Strengthening Project)

between

REPUBLIC OF CHAD

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 20, 2014
AGREEMENT dated June 20, 2014, entered into between REPUBLIC OF CHAD ("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 equal to ten million two hundred twenty thousand Special Drawing Rights (SDR 10,220,000) ("Financing"), to assist in financing the project described in Schedule I 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 Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

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

2.05. The Payment Currency is Euro.

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 MOH, 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 Co-financing Deadline for the effectiveness of the Co-financing Agreements is September 30, 2014.

4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement does not occur.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

(b) The Recipient has adopted the Project Implementation Manual in accordance with Section B.1 of Schedule 2 to this Agreement.

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

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister at the time responsible for economy, planning and international cooperation.

6.02. The Recipient’s Address is:

Ministry of Economy and Planning
B.P. 286
N’Djamena, Republic of Chad

Telex: 5329 KD
Facsimile: (235) 51 51 85
(235) 52 00 87
6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.

AGREED at Paris, France, as of the day and year first above written.

REPUBLIC OF CHAD

By

Authorized Representative
Name: Mariam Mahamat Hour
Title: Minister of Planning and International Cooperation

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative
Name: Paul Noumba Um
Title: Country Director AFCW3
SCHEDULE 1

Project Description

The objective of the Project is to increase the utilization and improve the quality of maternal and child health services in Targeted Areas.

The Project consists of the following parts:

Part A. Improving Accessibility and Quality of Maternal and Child Health Services Through Performance Based-Financing and Community Health

1. Delivering Health Services Packages, comprising, *inter alia*, preventive and curative services with a focus on maternal and child health to Health Service Providers, through the provision of HSP Grants.

2. Provision of financial incentives to Selected Public Entities for efficient delivery of PBF Services through the provision of Performance-Based Payments to said Selected Public Entities.

3. Carrying out a program of activities aimed at strengthening the capacity of health workers through, *inter alia*: (a) updating existing Training curriculum for said health workers; (b) the carrying out of: (i) studies on successful community strategies to accelerate progress in MCH; and (ii) study tours and field trips in support of the development of community health services; and (c) the provision of Training and goods required for the purpose.

Part B. Strengthening the Institutional Capacity to Implement and Sustain Performance-based Financing and Community-level Health Care Services

1. Carrying out a program of activities aimed at strengthening the Recipient’s institutional capacity in health management and policy dialogue; said program to include: (a) carrying out studies on health performance-based financing; (b) conducting workshop on policy and regulatory reforms; and (c) the provision of goods required for the purpose.

2. Support to the Recipient in the areas of Project coordination, supervision, financial management, procurement, communication and outreach, including through the provision of technical assistance, Training, Operating Costs, goods and services required for the purpose.

3. Carrying out a program of activities aimed at: (a) enhancing the monitoring and evaluation capacity and mechanisms for health PBF through, *inter alia*: (i) strengthening the capacity of monitoring and evaluation actors in the sector; (ii) updating the health management information system and the PBF web-
application for better tracking and results monitoring, including related training; (iii) carrying out of surveys for measurement of health status and health service delivery; and (iv) carrying out of impact evaluation; and (b) providing for the monitoring and verification of activities financed through HSP Grants and Performance-Based Payments under Parts A.1 and A.2 of the Project, respectively, through the engagement of EEA and community-based organizations.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Steering Committee

The Recipient shall maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the Association, a steering committee, to be chaired by the general secretary of the MOH and comprised of representatives of key ministries, stakeholders and MOH’s directorates, 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. CT-PBF

In order to ensure proper and efficient implementation of the Project, the Recipient shall maintain, at all times during Project implementation, the CT-PBF, with a mandate, staffing and other resources satisfactory to the Association. To this end, the CT-PBF shall: (a) be comprised of qualified and competent staff in adequate numbers, including a Project coordinator; (b) not later than three (3) months after the Effective Date, employ and thereafter maintain, at all times during Project implementation or as otherwise agreed with the Association, a PBF specialist, a financial management specialist, a procurement specialist, an internal auditor, and a monitoring and evaluation specialist, each of whose qualifications, experience, and terms of reference shall be acceptable to the Association; and (c) be responsible for day-to-day Project coordination and implementation, including: (i) carrying out Project financial management and procurement activities; (ii) preparing Annual Work Plans; (iii) monitoring and evaluating Project activities, preparing Project progress reports, and monitoring and evaluation reports; and (iv) coordinating with other stakeholders on Project implementation.

B. Manuals

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Association:

(a) a proposed implementation manual for the Project containing detailed: (i) technical; (ii) administrative; (iii) procurement; (iv) financial and accounting; and (v) monitoring and evaluation procedures and arrangements for the Project; and
(b) A proposed performance-based financing manual containing a detailed elaboration of: (i) each HSP to be delivered under a HSP Sub-project; (ii) the methodology for calculating the unit price to be paid for each HSP to be delivered under HSP Sub-projects, each of which unit price shall be calculated on the basis of a methodology acceptable to the Association ("Unit Price") and designed to ensure that the Unit Price: (A) does not exceed the reasonable cost of the HSP to be delivered and financed under the HSP Grants; and (B) is scaled to reflect the quality of the HSP delivered and the conditions of the locations where the HSP is to be delivered; (iii) the procedures for the evaluation and updating of the Unit Price for each HSP; (iv) the procedures for approval, monitoring and evaluation of HSP Sub-projects and for granting of HSP Grants, including the designation of the Recipient's verification team for each Targeted Area to be responsible for the verification of the quality and quantity of the HSP delivered under each HSP Sub-project to be carried out in said Targeted Area; (v) a model form of agreement for the provision of a HSP Grant; and (vi) a model form of the Performance Frameworks for the provision of Performance-Based Payments.

2. The Recipient shall: (a) furnish such manuals to the Association for review and approval; (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said manuals; and (c) thereafter adopt said manuals as shall have been approved by the Association ("Project Implementation Manual" and "Performance-Based Financing Manual"/"PBF Manual", respectively).

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and the PBF Manual, and shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, any of the aforementioned manuals, or any provision thereof, without the prior written agreement of the Association.

4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and/or the PBF Manual, on the one hand, and those of the Financing Agreement, on the other hand, the provisions of the Financing Agreement shall prevail.

C. Annual Work Plan

1. The Recipient shall prepare, in accordance with terms of references acceptable to the Association, and furnish to the Association 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 calendar year, together with a budget for such activities and a timetable for their implementation.
2. The Recipient shall afford the Association 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 Association ("Annual Work Plan").

3. 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.

D. Anti-Corruption

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

E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Medical 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. 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 regularly collect, compile, and submit to the Association, as part of the Project Report, information on the status of compliance with the Medical Waste Management Plan, giving details of: (a) measures taken in furtherance of said plan; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said plan; and (c) remedial measures taken or required to be taken to address such conditions.

F. HSP Sub-project

1. PBF Eligibility and Health Services Packages Implementation Guidelines and Procedures

In order to ensure the proper implementation of Part A.1 of the Project, the Recipient shall make HSP Grants to Health Service Providers for HSP Sub-projects in accordance with eligibility criteria and procedures acceptable to the Association, which shall include the following:

(a) No proposed HSP Sub-project shall be eligible for a HSP Grant to a Health Service Provider unless the Recipient has determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association, and elaborated in the PBF Manual, that:
(i) the proposed HSP Sub-project: (A) is technically feasible and economically and financially viable; and (B) complies with the Medical Waste Management Plan; and

(ii) the proposed Health Service Provider: (A) is a public or a private health service provider of HSP located in a Targeted Area, with the organization, management, technical capacity and financial resources necessary to carry out the proposed HSP Sub-project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed HSP Sub-project.

(b) The maximum amount of each HSP Grant for a HSP Sub-project shall not exceed 100% of the total estimated cost of the HSP Sub-project minus the amount of other funds allocated to finance such cost.

2. Terms and Conditions for HSP Grant Agreement

The Recipient shall make each HSP Grant under a HSP Grant Agreement with the respective Health Service Provider on terms and conditions approved by the Association, which shall include the following:

(a) The HSP Grant shall be made on a non-reimbursable grant basis.

(b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(i) suspend or terminate the right of the Health Service Provider to use the proceeds of the HSP Grant, or obtain a refund of all or any part of the amount of the HSP Grant then withdrawn, upon the Health Service Provider's failure to perform any of its obligations under the HSP Grant Agreement; and

(ii) require each Health Service Provider to:

(A) carry out its HSP Sub-project with due diligence and efficiency and in accordance with sound public health, environmental, social, and administrative standards and practices acceptable to the Association, including in accordance with the PBF Manual, the Medical Waste Management Plan and the Anti-Corruption Guidelines;

(B) provide promptly, as needed, the resources required for the purpose;
(C) procure the goods and services required for the HSP Sub-project and to be financed out of the proceeds of the HSP Grant in accordance with the provisions of Section III of this Schedule;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the HSP Sub-project and the achievement of its objectives;

(E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations, resources and expenditures, including those related to the HSP Sub-project; and (2) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Association and the Recipient;

(F) enable the Association and the Recipient to inspect its facilities, operations and any records and documents relevant to the HSP Grant; and prepare and furnish to the Association and Recipient all such information as either shall reasonably request relating to the HSP Sub-project;

(G) permit the Association to make the HSP Grant Agreement and all financial statements audited pursuant to sub-paragraph (E) above available to the public in accordance with the Association’s policies on access to information; and

(H) prepare and furnish to the Recipient and the Association all such further information as the Recipient or the Association shall reasonably request relating to the foregoing.

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

G. Performance-Based Payments

1. In order to achieve the objectives of Part A.2 of the Project, the Recipient shall make Performance-Based Payments to Selected Public Entities in accordance with performance criteria and procedures acceptable to the Association set forth in the PBF Manual, which shall include, *inter alia*:

   (a) the signing of a Performance Framework with each of the relevant Selected Public Entities, in form and substance satisfactory to the Association, and with PBF Indicators satisfactory to the Association; and

   (b) the receipt of a satisfactory assessment by the EEA in charge of the assessment of the Selected Public Entities' internal monitoring and evaluation of activities falling within the scope of the Project.

2. Each Performance-Based Payment shall be: (a) on grant basis; (b) in an amount acceptable to the Association and the Recipient; and (c) verified in accordance with the provisions of Section H of this Agreement.

3. The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a performance framework, in form and substance satisfactory to the Association and in form and in accordance with criteria and procedures set forth in the PBF Manual, with the respective Selected Public Entity, for the carrying out of the PBF Services. The Recipient shall ensure that each Performance Framework is: (a) implemented before any proceeds of the Financing is transferred to the Selected Public Entities; and (b) carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Performance-Based Payments proceeds other than the Recipient.

4. The Recipient shall exercise its rights and carry out its obligations, under the Performance Framework in such a manner as to protect its interest and those of the Association and to accomplish the purposes of the grant provided thereunder, 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.
H. Verification

1. The Recipient shall, not later than six (6) months after the Effective Date, recruit and maintain an external monitoring and evaluation agency and community-based organizations, in accordance with Section III of this Schedule (“External Evaluation Agency” and/or “EEA”) to act as third-party verifiers of the proper implementation of: (a) the Health Services Package to be carried out under Part A.1 of the Project; and (b) the Performance-Based Payments to be carried out under Part A.2 of the Project.

2. The Recipient shall cause said EEAs to carry out, throughout Project Implementation, and in accordance with terms and reference satisfactory to the Association: (a) quarterly verification exercises of Health Services Package including, inter alia, community and focus group surveys, Health Service Provider spot checks, verification of data provided and records kept by health facilities in relation to the Health Services Package, and assessments of the quality of health services provided under said respective HSP Sub-project; and (b) counter-verification that conditions had properly been fulfilled prior to the provision of the Performance-Based Payment, all in accordance with the provisions of the PBF Manual.

Section II. Project Monitoring, Reporting and 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 indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

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 not later than forty-five (45) days after the end of each calendar quarter, 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 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.

4. The Recipient shall recruit not later than six (6) months after the Effective Date, the external auditor referred to in Section 4.09 (b) of the General Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the Association.

5. The Recipient shall, not later than two (2) months after the Effective Date, acquire, install and thereafter maintain an accounting software acceptable to the Association, for the Project.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting 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 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) Direct Contracting;
and (e) Procurement from the United Nations Fund for Children (UNICEF), United Nations Fund for Population (UNFP), and World Health Organization (WHO).

C. Particular Methods of Procurement of Consultants' Services

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

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of the United Nations Fund for Children (UNICEF), United Nations Fund for Population (UNFP); and World Health Organization (WHO); (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (h) Single-source procedures for the Selection of Individual Consultants.

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 Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services,</td>
<td>4,450,000</td>
<td>80%</td>
</tr>
<tr>
<td>Operating Costs, and Training for the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) HSP Grants under Part A.1 of the Project</td>
<td>5,350,000</td>
<td>72% of amount disbursed, payable under the respective PHS Grant</td>
</tr>
<tr>
<td>(3) Performance-Based Payments under Part A.2 of the Project</td>
<td>420,000</td>
<td>72% of amount disbursed, payable under the respective Performance-Based Payment</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>10,220,000</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 Categories (2) and (3), until and unless the PBF Manual has been adopted in form and substance satisfactory to the Association.

2. The Closing Date is September 30, 2018.
APPENDIX

Definitions


2. "Annual Work Plan" means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C.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.

4. "Co-financier" means any of the following: (a) the Association; and (b) the World Bank acting as administrator of the Multi-Donor Trust Fund for Health Results Innovation, referred to in paragraph 10 of the Appendix to the General Conditions.

5. "Co-financing" means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of five million Dollars (US$5,000,000), to be provided by the Co-financier to assist in financing the Project.

6. "Co-financing Agreement" means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.


9. "External Evaluation Agency" and "EEA" each means the external evaluation agency as referred to in Section I.H.1 of Schedule 2 to this Agreement.

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


12. "HSP Grant" means grant made or proposed to be made by the Recipient to a Health Service Provider out of, inter alia, the proceeds of the Financing to assist
in financing a HSP Sub-project; and “HSP Grants” means more than one HSP Grant.

13. “Health Services Package” and “HSP” each means a specific package of basic health services elaborated in the PBF Manual, to be delivered by a Health Service Provider in a Targeted Area under Part A (1) of the Project in accordance with the provisions of Section I.F.1 of Schedule 2 to this Agreement; and “Health Services Packages” means more than one Health Services Package.

14. “Health Service Provider” means a health care center to which the Recipient proposes to make or has made a HSP Grant for a HSP Subproject in accordance with the provisions of Section I.F of Schedule 2 to this Agreement; and “Health Service Providers” means more than one Health Service Provider.

15. “HSP Subproject” means specific development project for the delivery of HSP to be carried out by a Health Service Provider under Part A.1 of the Project utilizing the proceeds of a HSP Grant; and “HSP Subprojects” means more than one HSP Subproject.

16. “HSP Grant Agreement” means an agreement, to be concluded between the Recipient and a Health Service Provider, in accordance with the provisions of Section I.F.2 of Schedule 2 to this Agreement, pursuant to which the Recipient shall make a HSP Grant out of the proceeds of the Financing to the Health Service Provider for a HSP Subproject; and “HSP Grant Agreements” means more than one HSP Grant Agreement.

17. “MCH” means maternal and child health.

18. “Medical Waste Management Plan” means the Recipient’s Medical Waste Management Plan, dated April 10, 2014, 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.

19. “Ministry of Health” and “MOH” each means the Recipient’s ministry responsible at the time for health.

20. “Operating Costs” means the reasonable incremental operating costs under the Project, based on the Annual Work Plans and budgets approved by the Association, 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.
21. "PBF Indicators" means the performance indicators measuring the delivery of PBF Services as agreed upon between the Recipient and the Selected Public Entities in the Performance Framework that specifically relate to each of the Selected Public Entity on the basis of which the Selected Public Entity receives the Performance-Based Payments.

22. "Performance-Based Payments" means any payments made or proposed to be made out of the proceeds of the Financing by the Recipient to a Selected Public Entity under a Performance Framework in accordance with Section G of Schedule 2 to this Agreement, to finance the provision of services in support of the performance of PBF Services.

23. "Performance Framework" means the agreement referred to under Section I.G of Schedule 2 to this Agreement and entered into between the Recipient and a Selected Public Entity and pursuant to which a Selected Public Entity receives from time to time, Performance-Based Payment for the implementation of PBF Services on the basis, and in accordance with, the PBF Indicators.


25. "PBF Manual" means the Recipient's manual referred to in Section I.B.1(b) 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.

26. "PBF Services" means the services provided by Selected Public Entities for PBF management, administration, implementation, verification and for the delivery of HSP Subprojects.


28. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 10, 2014 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.

29. "Project Implementation Manual" means the Recipient's manual referred to in Section I.B.1(a) 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.

30. "Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
31. "Selected Public Entities" means the CT-PBF, regional health delegations and district health management teams, or any other public entity as agreed in writing with the Association.

32. "Targeted Areas" means Batha, Guera, Logone Oriental, Mandoul and Tandjile.

33. "Training" means the costs of training under the Project, based on the Annual Work Plans 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.

34. "Unit Price" means for each HSP, the unit price thereof determined in accordance with the provisions of Section 1.B.1(b) of Schedule 2 to this Agreement.