Loan Agreement

(Angola Health System Performance Strengthening Project)

between

REPUBLIC OF ANGOLA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
AGREEMENT dated as of the Signature Date between REPUBLIC OF ANGOLA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of one hundred and ten million Dollars ($110,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are February 15 and August 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.
ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through the MoH in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following, namely the adoption by the Borrower of a Project Implementation Manual in form and substance satisfactory to the Bank.

4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.

4.03. For purposes of Section 9.05 (b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is 20 (twenty) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is its minister responsible for finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower’s address is:

Ministério das Finanças
Largo da Mutamba
Luanda, Angola; and

(b) the Borrower’s Electronic Address is:

Facsimile:
+244 222 706 002/3

5.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Bank’s Electronic Address is:

Telex: Facsimile: E-mail:
248423(MCI) or 1-202-477-6391 ehuybens@worldbank.org
64145(MCI) 

AGREED as of the Signature Date.

REPUBLIC OF ANGOLA

By

[Signature]
Authorized Representative

Name: ANGOCIO A. S. MANOELA
Title: MINISTER
Date: 28/06/2018

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

[Signature]
Authorized Representative

Name: C. Lambert
Title: Representative Resident
Date: 28/06/2018
SCHEDULE 1

Project Description

The objective of the Project is to increase the utilization and the quality of health care services in Target Provinces and Municipalities.

The Project consists of the following parts:

Part 1: Improving the Quality of Health Services Delivery in Target Provinces

(a) improving the quality of the health care services in the Target Provinces and Municipalities through, *inter alia*, the provision of: (i) equipment, medical supplies and visits by mobile health teams; (ii) capacity building to medical care workers at the municipal and provincial levels; (iii) incentives to managers to maintain and implement health system maps in the Target Provinces and Municipalities; (iv) support to the development of an enabling environment for the implementation of hospital waste management system in selected Target Provinces; (v) support to addressing gender based violence in the context of reproductive and adolescent health; and (vi) support to the review of existing citizen engagement mechanisms such as, for example, the PBF community based survey tool; and

(b) developing and piloting a PBF program in two selected provinces to improve utilization of quality RMNCAH services adjusted to the provincial and municipal level context through: (i) carrying out preparatory activities to develop the PBF program, including, *inter alia*, the preparation of the PBF Manual, the delivery of training on PBF techniques, the preparation of PBF contracts, the development of information technology processes, the contracting of independent verification bodies, and the engagement of non-governmental and civil society organizations to incorporate beneficiaries feedback as part of the PBF scheme; and (ii) providing PBF payments and small investment support to eligible RMNCAH service providers (posts, centers and hospitals), in accordance with the qualitative and quantitative indicators specified in the PBF Manual.

Part 2: Strengthening System-wide Enabling Factors that Support Delivery of Quality Health Services

Institutional strengthening across the national health system towards improving the quality and coordination of health care services delivered at the municipal, provincial, and national levels in order to reduce health system inefficiencies
through, *inter alia*, supporting the MoH to: (i) improve the overall functioning of the pharmaceutical sector, including in pharmacosurveillance, regulation, and the procurement and distribution (supply chain) of medicines; (ii) build capacity in the production and management of a health workforce to increase the availability of providers at the local levels; (iii) reinforcement of laboratory services to detect and respond to public health outbreaks; (iv) develop reliable data and health intelligence; and (v) improve the overall financing structure of the health sector.

**Part 3: Contingent Emergency Response**

Provision of immediate and effective response to an Eligible Crisis or Emergency, as needed.

**Part 4: Project Management and Monitoring and Evaluation**

Provision of support for Project implementation, including for project management, particularly its fiduciary aspects, and monitoring and evaluation.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Implementation Unit (PIU)

1. The Borrower shall maintain a Project implementation unit (PIU) within the MoH to be responsible for the implementation of the Project and shall ensure that throughout Project implementation, the PIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the PIM.

2. The Borrower shall appoint not later than ninety (90) days after the Effective Date, and thereafter maintain within the PIU, at all times during the implementation of the Project, the following specialists, all under terms of reference, and with qualifications and experience satisfactory to the Bank: (i) a Project manager; (ii) a public health specialist; (iii) a monitoring and evaluation specialist; (iv) a financial management specialist; (v) a procurement specialist; and (vi) any other such specialists as may be agreed, as further detailed in the PIM. The Project implementation unit shall be further supported by technical staff of the MoH assigned to each specific technical area of the Project, such as health financing, public health, human resources for health, health information systems, epidemiology, among others, as further detailed in the PIM.

3. The Borrower shall take all necessary measures on its part to ensure that the PBF activities under Part I(b)(ii) of the Project are carried out in a manner satisfactory to the Bank and in accordance with the PBF Manual.

4. The Borrower shall take all necessary measures on its part to ensure that the verification, counter-verification and cross-verification for the PBF payments under Part I(b)(ii) of the Project are carried out in accordance with the PBF Manual.


1. The Borrower shall carry out the Project in accordance with a project implementation manual, in form and substance satisfactory to the Bank ("Project Implementation Manual" or "PIM"), which shall contain detailed guidelines, methods and procedures for the implementation of the Project, including: (i) administration and coordination; (ii) performance indicators for the Project; (iii) monitoring and evaluation; (iv) financial, procurement and accounting procedures;
(v) social and environmental safeguards; (vi) corruption and fraud mitigation measures; (vii) roles and responsibilities of various agencies in the implementation of the Project; (viii) model Cooperation Agreement; and (ix) and such other arrangements and procedures as shall be required for the effective implementation of the Project.

2. The Borrower shall carry out the Project in accordance with a financial management manual, to be adopted not later than one hundred and twenty (120) days after the Effective Date, satisfactory to the Bank, which shall contain detailed guidelines, methods and procedures for the implementation of the Project, including: (i) administration and coordination; (ii) budget and budgetary control; (iii) disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) receipt of goods and payment of invoices; (vi) internal control procedures; (vii) accounting system and transaction records; (viii) reporting requirements; (ix) audit arrangements; (x) corruption and fraud mitigation measures; guidance for funds flow and payments related to the results based financing scheme; and (xi) and such other arrangements and procedures as shall be required for the effective implementation of the Project; and except as the Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the financial management manual.

3. The Borrower carry out the Part 1(b)(ii) of the Project in accordance with a PBF Manual, to be adopted in form and substance satisfactory to the Bank ("PBF Manual"), which shall contain detailed arrangements and procedures for PBF payments under Part 1(b)(ii) of the Project, including, inter alia: (i) eligibility criteria, registration and selection of eligible service providers; (ii) requirements to be fulfilled by eligible service providers; (iii) contractual arrangements, including sub-grant agreements; (iv) contractual management provisions; (v) PBF pilot implementation guidelines and procedures; (vi) payment methods; (vii) the mechanisms for verification and counter-verification; and (viii) rules and procedures governing a redress mechanism for the PBF payments.

4. The Borrower shall ensure that the Project is carried out in accordance with the Project Implementation Manual, the financial management manual and the performance based financing manual, and except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any of those manuals, or any of their provisions. In case of conflict between the provisions of any of the Project Implementation Manual, the financial management manual, the PBF Manual and this Agreement, those of this Agreement shall prevail.

C. Cooperation Agreement with Target Provinces and Municipalities

1. For the purposes of implementing the Project, the Borrower shall enter into an agreement with each Target Province and Municipalities (the "Cooperation Agreement"), in form and substance satisfactory to the Bank. Said Cooperation
Agreement shall include, *inter alia*, the obligation of the Target Province and Municipalities to:

(a) implement the activities under the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines, and in accordance with the provisions of this Agreement, including the General Conditions;

(b) ensure that all goods, works and services are used exclusively for the purposes of the Project;

(c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;

(d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it); (ii) furnish such records and information as may be requested by the Borrower or the Bank; and (iii) retain all records evidencing expenditures under said the Project for the period of time specified in the General Conditions;

(e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Borrower and the Bank, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Borrower and the Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Borrower and the Bank within thirty (30) days after the end of such period; and (iv) prepare, and furnish to the Borrower a final report, of such scope and in such detail as the Borrower and the Bank shall reasonably request, on the execution of the Project, and furnish the same to the Borrower and the Bank not later than four (4) months after the end of the Project;

(f) the Operating Costs to be financed by the Project in the Target Province and Municipalities; and,

(g) staffing requisites and envisaged training in the Target Province and Municipalities.
D. Safeguards

1. The Borrower shall carry out the Project in accordance with the provisions of the Safeguards Instruments.

2. The Borrower shall amend the Safeguards Instruments from time to time as required by the Bank. The Borrower shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any Safeguards Instruments or any provision thereof without prior approval in writing by the Bank, subject to the same approval requirements as applicable to the adoption of the said instruments. If any Supplemental Social and Environmental Safeguard Instrument is required under any of the Safeguard Instruments, the Borrower shall:

   (a) (i) prepare such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable Safeguard Instrument; (ii) carry out consultations upon such Supplemental Social and Environmental Safeguard Instrument; (iii) furnish such Supplemental Social and Environmental Safeguard Instrument to the Bank for review and approval; and (iv) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activities; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

3. The Borrower shall ensure that all technical assistance under the Project, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Bank’s environmental and social safeguards policies and the Borrower’s own laws relating to the environment and social aspects.

4. If any activity under the Project would involve Affected Persons, the Borrower shall and shall cause the Project Implementing Entity to: (a) ensure that no physical or economic displacement, limitation of access to natural resources shall occur before resettlement measures under a Supplemental Social and Environmental Safeguards Instrument prepared in accordance with the ESMF, including, in the case of either physical or economic displacement, full payment to Affected Persons of fair compensation at replacement value and of other assistance required for relocation and livelihoods restoration, have been implemented; and (b) provide from its own resources, any Financing required for any measures under subparagraph (a) above including but not limited to any costs associated with land acquisition required for the Project.
5. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall collect, compile and furnish to the Bank on a quarterly basis (or with more frequency or in a separate report whenever the circumstances warrant), reports in form and substance satisfactory to the Association, on the status of compliance with the Safeguard Instruments, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments; and

(c) remedial measures taken or required to be taken to address such conditions including but not limited to the implementation of a grievance redress mechanism.

6. The Borrower shall maintain, throughout Project implementation, and publicize the availability of Project-level grievance and feedback and redress mechanisms (including the Gabinete do Utente), in a form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints and feedback raised in relation to the Project, and take all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the Bank.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 3 of the Project ("Contingent Emergency Response"), the Borrower shall:

(a) prepare and furnish to the Bank for its review and approval, an Emergency Response Manual ("ERM") which shall set forth detailed implementation, operation, fiduciary and technical arrangements for Part 3 of the Project, including: (i) any special institutional structures or arrangements for coordinating and implementing Part 3 of the Project; (ii) specific activities which may be included in the Contingent Emergency Response, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) criteria for activating Part 3 of the Project; (iv) financial management arrangements for Part 3 of the Project; (v) procurement methods and procedures for Part 3 of the Project; (vi) documentation required for withdrawals of Emergency Expenditures; (vii) environmental and social safeguard management arrangements and instruments for Part 3 of the Project; and (viii) any other arrangements...
necessary to ensure proper coordination and implementation of Part 3 of the Project;

(b) afford the Bank a reasonable opportunity to review the proposed ERM;

(c) promptly adopt the ERM for Part 3 of the Project as accepted by the Bank;

(d) ensure that Part 3 of the Project is carried out in accordance with the ERM; provided, however, that in the event of any inconsistency between the provisions of the ERM and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the ERM without the prior written approval by the Bank.

2. The Borrower shall, throughout the implementation of Part 3 of the Project, maintain the institutional structures and arrangements established in accordance with the ERM, with adequate staff and resources satisfactory to the Bank.

3. The Borrower shall undertake no activities under Part 3 of the Project unless and until the following conditions have been met in respect of said activities:

(a) the Borrower has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in Part 3 of the Project in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and

(b) the Borrower has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the ERM, the Bank has approved all said instruments, and the Borrower has ensured the implementation of any actions which are required to be taken under said instruments.
Section II.  **Project Monitoring Reporting and Evaluation**

The Borrower shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III.  **Withdrawal of Loan Proceeds**

A.  **General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; (b) repay the Preparation Advance; and (c) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Training, Operating Costs for the Project</td>
<td>85,095,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) PBF payments under Part 1(b)(ii) of the Project</td>
<td>20,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of the Preparation Advance</td>
<td>4,630,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>275,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General Conditions</td>
</tr>
<tr>
<td>(6) Emergency Expenditures under Part 3 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>110,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date; or

   (b) for payments against activities under Part 1(b)(ii) of the Project under Category (2), unless and until the Borrower has prepared and adopted the PBF Manual, in form and substance satisfactory to the Bank, and in accordance with Section I.B.3 of Schedule 2 to this Agreement; or

   (c) under Category (6), for Emergency Expenditures under Part 3 of the Project, unless and until the Bank is satisfied, and notified the Borrower of its satisfaction, that all of the following conditions have been met in respect of said activities:

      (i) the Borrower has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in Part 3 of the Project in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof;

      (ii) the Borrower has prepared and disclosed all Safeguards Instruments required for said activities, and the Borrower has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.D of Schedule 2 to this Agreement;

      (iii) the Borrower’s Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.E of this Schedule 2 to this Agreement, for the purposes of said activities; and

      (iv) the Borrower has adopted an Emergency Response Manual in form, substance and manner acceptable to the Bank and the provisions of the Emergency Response Manual remain, or have been updated in accordance with the provisions of Section I.E of this Schedule 2 so as to be, appropriate for the inclusion and implementation of said activities under Part 3 of the Project.

2. The Closing Date is September 30, 2023.
Section IV. Other Undertakings

1. The Borrower shall, not later than one hundred and twenty (120) days from the Effective Date, train staff responsible for finance within Target Provinces and Municipalities who will handle funds at the provincial and municipal level under terms and conditions acceptable to the Bank.

2. The Borrower shall, not later than one hundred and twenty (120) days from the Effective Date, purchase and install a computerized accounting service for the Project acceptable to the Bank.

3. The Borrower shall, not later than ninety (90) days from the Effective Date appoint a financial management specialist and one hundred and twenty (120) days from the Effective Date appoint two (2) accountants to support the Project implementing unit.

4. The Borrower shall, not later than one hundred and twenty (120) days from the Effective Date, appoint a project and an independent external auditor under terms and conditions acceptable to the Bank.
SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each February 15 and August 15</td>
<td></td>
</tr>
<tr>
<td>Beginning August 15, 2025, through August 15, 2047</td>
<td>2.17%</td>
</tr>
<tr>
<td>On February 15, 2048</td>
<td>2.35%</td>
</tr>
</tbody>
</table>
APPENDIX

Section I. Definitions

1. "Affected Persons" means persons who on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.

3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

4. "Cooperation Agreement" means the agreement referred to in paragraph B.1 of Section I of Schedule 2 to this Agreement, as the same may be amended from time to time, with the prior written agreement of the Bank, and such term includes any annexes and schedules to the Cooperation Agreement.

5. "Coordinating Authority" means the entity or entities designated by the Borrower in the Emergency Response Manual and approved by the Bank pursuant to Section I.E of Schedule 2 to this Agreement, to be responsible for coordinating the Part 3 of the Project.

6. "DNSP" means Direcção Nacional de Saúde Pública, the Borrower's department of public health under the Ministry of Health.

7. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.

8. "Emergency Expenditure" means any of the Eligible Expenditures set forth in the Emergency Response Manual in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and required for the activities included in the Part 3 of the Project.

9. "Emergency Response Manual" or "ERM" means the manual referred to in Section I.E of Schedule 2 to this Agreement, dated December 13, 2017, adopted by the
Borrower for Part 3 of the Project in accordance with the provisions of said Section.

10. “Environmental and Social Management Framework” or “ESMF” means the Borrower’s environmental and social management framework, dated December 2017, disclosed in-country and in the Bank’s Infoshop on December 8, 2017, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental and social impacts associated with the Project, and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting, as the said framework may be amended and/or supplemented from time to time with the prior written concurrence of the Bank.

11. “Gabinete do Utente” means the mechanism available in hospitals within the territory of the Borrower, to receive and resolve Project-related feedback and grievances, in accordance with the provisions of Section I.D.6. of Schedule 2 to this Agreement.


13. “Healthcare Waste Management Plan” or “HCWMP” means the Borrower’s environmental and social management framework prepared and adopted by the Borrower, dated December 2017, disclosed in-country and in the Bank’s Infoshop on December 8, 2017, setting forth guidance and procedures to adequately manage the impacts from health care related waste to health workers, waste handlers, users of health facilities and the general public all of whom are exposed to health care related waste and may become infected, as a result of poor management; as the said plan may be amended and/or supplemented from time to time with the prior written concurrence of the Bank.

14. “Indigenous Peoples Planning Framework” or “IPPF” means the Borrower’s indigenous peoples planning framework prepared and adopted by the Borrower dated December 2017, disclosed in-country on December 19, 2017, and in the Bank’s Infoshop on January 9, 2018, setting forth the requirements and procedures for the preparation of an indigenous peoples plan, measures for addressing the needs of the Indigenous Peoples, and providing guidelines and procedures for carrying out free, prior and informed consultation leading to broad community support of Indigenous Peoples present in the Project area; as the said framework may be amended and/or supplemented from time to time with the prior written concurrence of the Bank.

15. “MoH” means the Ministry of Health.
16. "Operating Costs" means the reasonable incremental expenses incurred, based on annual budgets approved by the Bank, by the Borrower and Target Provinces and Municipalities on account of Project implementation, management, and monitoring, including office supplies and consumables; communication costs; operation and maintenance of office vehicles and equipment; *per diem* and national and international travel costs and accommodations for Project staff; reasonable bank charges; insurance costs; and allowances and salaries of the Project’s contractual staff (but excluding the salaries of the Borrower’s civil/public servants).

17. "PBF" means performance based financing under Part 1(b) of the Project.

18. "PBF Manual" means the Borrower’s manual for purposes of implementation of Part 1(b)(i) of the Project, and referred to in Section I.B of Schedule 2 to this Agreement.

19. "Project Implementation Manual" or "PIM" means the Borrower’s implementation manual to be adopted, and referred to in Section I.B of Schedule 2 to this Agreement.

20. "Preparation Advance" means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on July 13, 2017, and on behalf of the Borrower on July 17, 2017, as amended on November 17, 2017.


22. "RMNCAH" means reproductive, maternal, neonatal, child and adolescent health.

23. "Safeguards Instruments" means the ESMF, the HCWMP, the IPPF and any Supplemental Social and Environmental Safeguards Instruments.

24. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

25. "Supplemental Social and Environmental Safeguards Instruments" means any site-specific or sub-project specific environmental and social management plan, resettlement action plan, or other supplemental social and environmental safeguards instruments as required under the terms of the ESMF.

26. "Target Provinces and Municipalities" means: (i) Bengo: Ambriz e Dande; (ii) Luanda: Icolo e Bengo; (iii) Lunda Norte: Chitato, Cambulo, Cuango, Lucapa; (iv)
Malanje: Cacuso, Calandula, Malanje, Caculama; (v) Moxico: Camanongue, Luau, Luena (Moxico); (vi) Uige: Maquela do Zombo, Negage, Sanza Pombo, Uige; and (vii) Cuando Cubango: Cuito Cuanavale, Mavinga, Menongue.

27. "Training" means the reasonable costs, as shall have been approved by the Bank, for expenses incurred on account of Project preparation and coordination consisting of training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities; preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services).