Amended and Restated Financing Agreement

(Accelerating Universal Access to Early and Effective Tuberculosis Care Project)

between

INDIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Originally dated May 30, 2014
(Amended and Restated on APRIL 2, 2016)
AMENDED AND RESTATED FINANCING AGREEMENT

AGREEMENT originally dated May 30, 2014, amended and restated on
APRIL 21, 2016, entered into between INDIA ("Recipient") and
the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) the Recipient, through MOHFW, has established and is
implementing the Revised National Tuberculosis Control Program’s National Strategic
Plan for Tuberculosis Control, 2012-2017, dated January 9, 2013 ("the Program"), aimed
at accelerating universal access to quality TB diagnosis and treatment for all TB patients
in the community;

(B) the Recipient, through MOHFW, has entered into a memorandum of
understanding with each of its States (as defined in the Appendix to this Agreement) for
carrying out certain activities under the Program, and providing financing for this
purpose (each, an “MoU”);

(C) under an agreement dated May 30, 2014 between the Recipient and the
Association ("Original Financing Agreement"), the Association agreed to provide the
Recipient with a credit in an amount equivalent to sixty five million Special Drawing
Rights (SDR 65,000,000) to assist in financing the project described in Schedule 1 to the
Original Financing Agreement ("Original Project"); and

(D) the Recipient has requested the Association to make specific
amendments to the Original Project.

NOW THEREFORE the Recipient and the Association hereby agree to amend
and restate the Original Financing Agreement, with effect as of the Effective Date of this
Amended and Restated Financing Agreement ("Agreement"), 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 credit in an amount equivalent to
sixty five million Special Drawing Rights (SDR 65,000,000) (variously, “Credit”
and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section IV of Schedule 2 to this Agreement.

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

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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Interest Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to one and a quarter percent (1.25%) per annum.

2.06. The Payment Dates are April 1 and October 1 in each year.

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

2.08. The Payment Currency is Dollar.

**ARTICLE III — PROJECT**

3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out the Project through MOHFW in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV — REMEDIES OF THE ASSOCIATION**

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

   (a) a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out; and

   (b) the Recipient or any of its states or union territories amends, abrogates or waives, or permits to be amended, abrogated or waived any provision of
any MoU so as to materially and adversely affect the ability of the Recipient or any of its states or union territories to carry out the Program.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in paragraph (b) and Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

5.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is any of the following officials, acting severally; the Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs of the Recipient’s Ministry of Finance.

6.02. The Recipient’s Address is:

Secretary
Department of Economic Affairs
Ministry of Finance
Government of India
North Block
New Delhi 110 001, India

Facsimile:

+91-11-23094075

6.03. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
AGREED at **NEW DELHI**, India, as of the day and year first above written.

**INDIA**

By

Authorized Representative

Name: **RAJA KYAMARI**
Title: **Secretary, Ministry of Finance**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By

Authorized Representative

Name: **ONNO RUHL**
Title: **COUNTRY DIRECTOR, INDIA**
SCHEDULE 1

Project Description

The objective of the Project is to support the aims of the Program to expand the provision and utilization of quality diagnosis and treatment services for people suffering from TB.

The Project constitutes part of the Program, and consists of the following parts:

Part 1: New strategies to reach more TB patients with earlier and more effective treatment in the public sector

Supporting activities at the national level through, inter alia, provision of technical assistance and anti-tuberculosis medicines, all contributing to strategies aimed at increasing the number of TB patients receiving timely and effective treatment, including: (a) supporting existing strategies for treatment of drug sensitive and drug resistant TB in the public sector; and (b) rolling out daily regimen therapy for drug-sensitive TB patients in selected States.

Part 2: Scale-up and improve diagnosis of TB

Supporting activities at the national level through, inter alia, provision of technical assistance and diagnostics, all contributing to expanding the reach and effectiveness of TB diagnosis services, including: (a) improve diagnosis of drug sensitive TB; (b) expansion of access to Drug Sensitivity Testing; and (c) intensify support to vulnerable and targeted groups.

Part 3: Improve Program management capacity

Supporting activities at the national level through, inter alia, provision of technical assistance and consulting services, all contributing to improving the management of public sector TB services, including: (a) developing Program management capacity; and (b) improving communication and mobilization strategies.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain throughout the period of Project implementation a Central TB Division within the MOHFW, in form and with functions, staffing and resources satisfactory to the Association.

2. Without limitation to the provisions of sub-paragraph 1 of this Section I.A, the Central TB Division shall be responsible for, inter alia: (a) policy implementation, technical oversight, medicine and drug quality assurance, monitoring and evaluation and capacity-building; (b) planning and budgeting, financial management, procurement, and environmental and social safeguards management; and (c) coordination with external partners and other governmental departments, in each case in a manner satisfactory to the Association.

3. The Recipient, through MOHFW, shall maintain each of the MoUs referred to in Whereas (B) of this Agreement, including the obligation of its states and union territories to maintain units at the state, district and sub-district level, in form and with functions, staffing and resources satisfactory to the Association, for the purpose of, inter alia, supporting and monitoring Project implementation.

4. The Recipient shall retain the services of one or more qualified and competent procurement agents under terms of reference acceptable to the Association (which shall include procuring all anti-TB and other drugs and medical supplies financed by the Project) throughout Project implementation or until such time as MOHFW has established and made operational a central procurement agency in form and with functions, staffing and resources satisfactory to the Association.

B. Anti-Corruption

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

C. Safeguards

1. The Recipient shall carry out the Project in accordance, and consistent, with the provisions of the Environmental and Bio-medical Waste Management Plan and the Social Action Plan.

2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Environmental and Bio-medical Waste Management Plan or the Social Action Plan or any provision thereof: without prior approval by the Association; and unless the Recipient has complied with the same
consultation and disclosure requirements as applicable to the original adoption of said plans.

3. Without limitation to the provisions of Section II.A of this Schedule 2, the Recipient shall take all measures necessary on its part to collect, compile, and submit to the Association a written report at the completion of the Project, in form and substance satisfactory to the Association, containing information on the status of compliance with the Environmental and Bio-medical Waste Management Plan and the Social Action Plan and giving details of: (a) the measures taken in accordance with said plans; (b) conditions, if any, which interfere or threaten to interfere with the implementation of said plans (including grievances received); and (c) facilitation mechanisms for remedial measures taken or required to be taken to address such conditions.

D. Annual Work Plans and Budgets

1. The Recipient, through MOHFW, shall prepare and furnish to the Association not later than July 31 of each year during the implementation of the Project (or such later date as the Association may agree) for the Association’s approval, a consolidated Annual Work Plan and Budget containing all eligible Project activities and expenditures at the central level proposed to be included in the Project for the following Fiscal Year, including any other activities and expenditures required for the efficient implementation of the Project in accordance with this Agreement.

2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Association for the respective Fiscal Year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail. The Recipient shall not make or allow to be made any change to the Annual Work Plans and Budgets without prior approval in writing by the Association.

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 six (6) months, and shall be furnished to the Association not later than sixty (60) days after the end of the period covered by such report.

2. Without limitation on its other reporting obligations under this Agreement, the Recipient shall furnish reports to the Association on the status of achievement of the relevant DLI Targets, all in accordance with the DLI Verification Protocol, including (where applicable) reports of independent verification of the relevant
DLI Targets; provided, however, that in case of any conflict between the arrangements and procedures set out in the DLI Verification Protocol and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. **Financial Management, Financial Reports and Audits**

1. The Recipient, through MOHFW, 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, through MOHFW, prepare and furnish to the Association no later than sixty (60) days after the end of each semester, ending September 30 and March 31 of each year, interim unaudited financial reports covering the semester, in form and substance satisfactory to the Association and including a report on expenditures incurred by the EEP Participating States.

3. The Recipient, through MOHFW, shall and shall cause each EEP Participating State to have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) Fiscal Year. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

Section III. **Procurement**

A. **General**

1. **Goods and Non-consulting Services.** All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Credit 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 Credit 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 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) Limited International Bidding; (b) National Competitive Bidding, subject to the additional provisions agreed to, from time to time, between the Recipient and the Association and referred to in the Procurement Plan; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (e) Direct Contracting; (f) Force Account; (g) Procurement from UN agencies; and (h) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association.

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 UN agencies; (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (h) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (i) 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.

E. Others

The Recipient, through MOHFW, shall ensure that goods which are anti-TB and other drugs and medicines, and medical supplies shall be procured: (a) by a procurement agent meeting the requirements of Section I.A.4 of this Schedule, unless otherwise agreed by the Association; and (b) under contracts awarded on
the basis of International Competitive Bidding, Limited International Bidding, National Competitive Bidding and Framework Agreement which meet quality requirements acceptable to the Association and set forth in the Procurement Plan.

Section IV. Withdrawal of the Proceeds of the Credit

A. General

1. The Recipient may withdraw the proceeds of the Credit 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 Credit (“Category”), the allocations of the amounts of the Credit 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 Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Operating Costs and Training for the Project</td>
<td>21,521,742</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Eligible Expenditure Program (&quot;EEP&quot;) under the Project</td>
<td>43,478,258</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>65,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
   (a) for payments made prior to the date of the Original Financing Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 13,000,000 may be made for payments made prior to this
date but on or after July 1, 2013, for Eligible Expenditures under Category (1);

(b) under Category (2) unless and until the Recipient has:

(i) prepared and adopted the DLI Verification Protocol in form and substance satisfactory to the Association;

(ii) furnished evidence satisfactory to the Association in accordance with the DLI Verification Protocol that the Recipient has achieved the respective DLI Targets set forth in Schedule 4 to this Agreement against which withdrawal is requested, including (where applicable) evidence of independent verification of said DLI Targets; and

(iii) complied with the additional instructions referred to in Section IV.A.1 of this Schedule, including furnished to the Association the applicable Interim Unaudited Financial Reports documenting the incurrence of EEP expenditures up to the date of the applicable withdrawal application.

2. Without limitation on the foregoing, for withdrawals under Category (2), the maximum amount available for withdrawal by the Recipient at any point in time, shall be the equivalent of the aggregate of the DLI Values of the DLI Targets achieved/met and satisfactorily documented (verified) through evidence acceptable to the Association at the date of submission of such withdrawal application, less any amounts previously withdrawn/disbursed from Category (2) on account of the DLI Target(s) already met/verified; provided, however, that any such withdrawal shall not exceed the lesser of: (i) the total DLI Value(s) to each DLI Target(s) achieved at the date of submission of such withdrawal application; and (ii) the amount of the EEP incurred but not paid by the proceeds of the Credit at the date of submission of such withdrawal application.

3. Notwithstanding the provisions of paragraphs 1 and 2 above, in the event that the Association is not satisfied that any or various DLI Target(s) set forth in Schedule 4 of this Agreement has/have been achieved by the end of the Year in which said DLI Target(s) is/are set to be achieved, the Association may, at any time, by notice to the Recipient, decide, in its sole discretion, to:

(a) authorize the withdrawal of such lesser amount of the respective DLI Value(s) allocated to said DLI Target(s) which, in the opinion of the Association, corresponds to the extent of achievement of said DLI Target(s);

(b) withhold all or a portion of the proceeds of the Credit then allocated to said DLI Target(s) until such DLI Target(s) is/are satisfactorily met;
(c) reallocate all or a portion of the proceeds of the Credit then allocated to said DLI Target(s) to any other DLI Target(s); and/or

(d) cancel all or a portion of the proceeds of the Credit then allocated to said DLI Target(s).

4. The Closing Date is March 31, 2018.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit Repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 1 and October 1:</td>
<td></td>
</tr>
<tr>
<td>Commencing October 1, 2019 to and including April 1, 2029</td>
<td>1.65%</td>
</tr>
<tr>
<td>Commencing October 1, 2029 to and including April 1, 2039</td>
<td>3.35%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
## SCHEDULE 4

Disbursement Linked Indicators

<table>
<thead>
<tr>
<th>DLI</th>
<th>DLI Period</th>
<th>DLI Values for DLI 1</th>
<th>DLI Target 1.1: Roll out of daily regimen therapy for drug-sensitive TB patients</th>
<th>DLI Target 1.2: State-level master trainers in place and State-level training plan approved by CTD in 5 States</th>
<th>DLI Target 1.3: Daily regimen rolled out in 5 States</th>
<th>Baseline for DLI Target 1.3: 0 States</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 0.5</td>
<td>Year 1.0</td>
<td>Year 1.5</td>
<td>Year 2.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DLI Values for DLI 1</td>
<td>SDR 3,623,188</td>
<td>For DLI Target 1.2: SDR 724,638 for each State that achieves the DLI Target, up to a maximum total DLI Value of SDR 3,623,188</td>
<td>For DLI Target 1.3: SDR 724,638 for each State that achieves the DLI Target, up to a maximum total DLI Value of SDR 3,623,188</td>
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</tr>
</tbody>
</table>

**DLI 2: Expansion of access to drug sensitivity testing ("DST")**

<table>
<thead>
<tr>
<th>DLI Target 2.1:</th>
<th>DLI Target 2.2:</th>
<th>N/A</th>
<th>DLI Target 2.3:</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 250 Districts are performing DST through locally-installed CBNAAT in accordance with applicable guidelines</td>
<td>At least 350 Districts are performing DST through locally-installed CBNAAT in accordance with applicable guidelines</td>
<td>For DLI Target 1.2: SDR 724,638 for each State that achieves the DLI Target, up to a maximum total DLI Value of SDR 3,623,188</td>
<td>At least 40% of patients detected for Rifampicin resistance/Multi Drug Resistant TB in the second to last quarter at the time of verification, have received baseline second level DST (drug regimen ‘O, K’) in</td>
</tr>
<tr>
<td>DLI</td>
<td>DLI Period</td>
<td>DLI Values for DLI 2</td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td>Year 0.5</td>
<td>Baseline for DLI Target 2.1: 121 Districts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 1.0</td>
<td>For DLI Target 2.1: SDR 56,173 for every additional District over baseline, up to a maximum total DLI Value of SDR 7,246,377</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 1.5</td>
<td>For DLI Target 2.2: SDR 36,232 for every additional District over Year 0.5 target, up to a maximum total DLI Value of SDR 3,623,188</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2.0</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

For DLI Target 2.3: SDR 120,773 for every 1 percentage point increase over the baseline, up to a maximum total DLI Value of SDR 3,623,188

For DLI Target 2.4: SDR 517,598 for each reference laboratory over the baseline that achieves the DLI Target.
<table>
<thead>
<tr>
<th>DLI</th>
<th>DLI Period</th>
<th>DLI Period</th>
<th>DLI Period</th>
<th>DLI Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 0.5</td>
<td>Year 1.0</td>
<td>Year 1.5</td>
<td>Year 2.0</td>
</tr>
<tr>
<td></td>
<td>up to a maximum total DLI Value of 3,623,188</td>
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<tr>
<td><strong>DLI 3: Roll out of isoniazid preventive therapy</strong></td>
<td>DLI Target 3.1: Reporting and recording tools for the monitoring of isoniazid preventive therapy finalized and issued by CTD</td>
<td>N/A</td>
<td>N/A</td>
<td>DLI Target 3.2: Isoniazid preventive therapy rolled out in at least 4 out of 7 high HIV prevalence States</td>
</tr>
<tr>
<td></td>
<td>Baseline for DLI Target 3.1: None</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DLI Values for DLI 3</strong></td>
<td>SDR 2,898,551</td>
<td>N/A</td>
<td>N/A</td>
<td>SDR 1,086,957 for each selected State that achieves the DLI Target, up to a maximum total DLI Value of SDR 4,347,826</td>
</tr>
<tr>
<td><strong>DLI 4: Implementation of e-Nikshay</strong></td>
<td>DLI Target 4.1: Technical support group and project monitoring committees for e-Nikshay are established by CTD</td>
<td>N/A</td>
<td>DLI Target 4.2: Module for expenditure tracking is implemented in at least 2 States</td>
<td>DLI Target 4.4: Surveillance of drug resistant patients using e-Nikshay in at least 30 laboratories</td>
</tr>
<tr>
<td></td>
<td>Baseline for DLI Target 4.1: None</td>
<td>Baseline for DLI Target 4.2: 0 States</td>
<td>Baseline for DLI Target 4.4: 0 laboratories</td>
<td></td>
</tr>
<tr>
<td>DLI</td>
<td>DLI Period</td>
<td>DLI Values for DLI 4</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Year 0.5</td>
<td>SDR 2,173,913</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>January 1, 2016 – June 30, 2016</td>
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<tr>
<td></td>
<td>Year 1.0</td>
<td>N/A</td>
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<td></td>
<td>July 1, 2016 – December 31, 2016</td>
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<tr>
<td></td>
<td>Year 1.5</td>
<td>For DLI Target 4.2: SDR 1,086,957 for each State that achieves the DLI Target, up to a total maximum DLI Value of SDR 2,173,913</td>
<td></td>
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<tr>
<td></td>
<td>January 1, 2017 – June 30, 2017</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Year 2.0</td>
<td>For DLI Target 4.3: SDR 724,638 for each State that achieves the DLI Target, up to a total maximum DLI Value of SDR 1,449,275</td>
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<tr>
<td></td>
<td>July 1, 2017 – December 31, 2017</td>
<td></td>
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</tr>
</tbody>
</table>

DLI Target 4.3: Module for drugs and logistics management implemented in at least 2 States

Baseline for DLI Target 4.3: 0 States

For DLI Target 4.2: SDR 48,309 for each laboratory that achieves the DLI Target, up to a total maximum DLI Value of SDR 1,449,275
APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.D 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. “CBNAAT” means Cartridge Based Nucleic Acid Amplification Test.


6. “Central TB Division” and the acronym “CTD” means the central TB division to be maintained by the Recipient in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement, or any successor thereto.

7. “District” means, individually, a local government area designated as a district within the Recipient’s territory; and “Districts” means, collectively, more than one such area.

8. “DLI” means any one of the disbursement linked indicators set out in the table in Schedule 4 to this Agreement; and “DLIs” means, collectively, all such DLIs.

9. “DLI Period” means the period specified in Schedule 4 to this Agreement during which each DLI Target is set to be achieved.

10. “DLI Target” means, with regard to each DLI, the target specified in Schedule 4 to this Agreement set to be achieved by the Recipient during the respective DLI Period.

11. “DLI Target Achievement Date” means, with regard to each DLI Target, the end date of the DLI Period during which the relevant DLI Target is set to be achieved as set forth in the table in Schedule 4 to this Agreement.

12. “DLI Value” means the amount of the Financing allocated to each DLI Target as set forth in the table in Schedule 4 to this Agreement, as such amount may be reallocated in whole or in part among the DLI Targets by notice by the Association from time to time.
13. "DLI Verification Protocol" means the protocol to be prepared and adopted by the Recipient in form and substance satisfactory to the Association and referred to in Sections II.A.2 and IV.B.1(b) of Schedule 2 to this Agreement, containing the technical standards and procedures for assessing the achievement of DLIs; as such protocol may be revised from time to time with the prior approval of the Association.

14. "DST" means drug sensitivity testing.

15. "e-Nikshay" means web-enabled case-based monitoring and reporting application adopted by the Program.

16. "EEP Participating States" means, collectively, the Recipient’s States of Assam, Delhi, Gujarat, Himachal Pradesh, Kerala, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and West Bengal, and any such other States as may be agreed with the Association from time to time; and "EEP Participating State" means any of the EEP Participating States, individually considered.

17. "Eligible Expenditure Program" and the acronym "EEP" means the reasonable costs incurred for the implementation of the Program from and including May 30, 2014, consisting of expenditures incurred by EEP Participating States from Recipient’s budget transfers for salaries and allowances of contractual staff reported under the budget head ‘Contractual Services’.

18. "Environmental and Bio-medical Waste Management Plan" means the Recipient’s environmental and bio-medical waste management plan, dated November 29, 2013, which, inter alia, incorporates the Indian Public Health Standards and the Infection Management and Environment Plan and delineates measures to mitigate the environmental impacts of the provision of TB services, as such plan may be updated from time to time with the prior approval of the Association.

19. "Fiscal Year" means the Recipient’s fiscal year, which commences on April 1 and ends on March 31 of each year.

20. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

21. "Indian Public Health Standards" means the Recipient’s standards for the provision of primary health care services, dated June 2012.

22. "Infection Management and Environment Plan" means the Recipient’s plan for the management of waste generated by the provision of health care services, dated April 1, 2007.

23. "MOHFW" means the Recipient’s ministry at the time responsible for health and family welfare.
24. "MoU" means each memorandum of understanding entered into between the Recipient, through MOHFW, and each of its States for carrying out certain activities under the Program, and providing financing for this purpose, and referred to in the Whereas clause (B) of the Preamble of this Agreement.

25. "Operating Costs" means the reasonable costs of incremental expenditures incurred at the national level on account of Project implementation, management and monitoring, on the basis of the Annual Work Plans and Budgets, including, *inter alia*: (i) costs of incremental staff salaries (other than consultants) (ii) dissemination of Project related information; (iii) office rental and leasing operation and maintenance of equipment; (iv) office supplies and utilities; (v) travel and boarding/lodging allowances; (vi) leasing, operation and maintenance of vehicles; (vii) advertising and communication expenses; and (viii) bank charges.

26. "Original Financing Agreement" has the meaning ascribed to that term in the Whereas clause (C) of the preamble to this Agreement.

27. "Original Project" has the meaning ascribed to that term in the in the Whereas clause (C) of the preamble to this Agreement.


29. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated January 13, 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.

30. "Program" means the program described in the Whereas clause (A) of the Preamble of this Agreement.

31. "Social Action Plan" means the Recipient’s social action plan, dated November 29, 2013, which, *inter alia*, includes the Tribal Action Plan, and delineates strategies to achieve the objective of universal access to quality TB diagnosis and treatment for all TB patients with focus on special groups, including migrants and tribal groups, as such plan may be updated from time to time with the prior approval of the Association.

32. "State" means, individually, a state or union territory within the Recipient’s territory; and "States" means, collectively, more than one such state or union territory.

33. "Training" means the reasonable costs of training, carried out at the national level in accordance with the Annual Work Plans and Budgets, and attributable to travel and subsistence allowances for training participants seminars, workshops, study tours, rental of training facilities, services of trainers and presenters,
preparation and reproduction of training materials, and other costs directly related to preparation and implementation of training programs.

34. "Tribal Action Plan" means the Recipient's tribal action, dated April 28, 2005, which, inter alia, delineates strategies to increase access to, and improve the use of, TB healthcare services by vulnerable groups including tribal populations, as such plan may be updated from time to time with the prior approval of the Association.

35. "TB" means tuberculosis.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Section 3.02 is modified to read as follows:

   “Section 3.02. Service Charge and Interest Charge

   (a) Service Charge. The Recipient shall pay the Association a service charge on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. The Service Charge shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Service Charges shall be computed on the basis of a 360-day year of twelve 30-day months.

   (b) Interest Charge. The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.”

2. Paragraph 28 of the Appendix (“Financing Payment”) is modified by inserting the words “the Interest Charge” between the words “the Service Charge” and “the Commitment Charge”.

3. The Appendix is modified by inserting a new paragraph 32 with the following definition of “Interest Charge”, and renumbering the remaining paragraphs accordingly:

   “32. “Interest Charge” means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b).”

4. Renumbered paragraph 37 (originally paragraph 36) of the Appendix (“Payment Date”) is modified by inserting the words “Interest Charges” between the words “Service Charges” and “Commitment Charges”.

- 21 -
5. Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02 (a).