Financing Agreement

(Health Sector Development Program)

between

PEOPLE’S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated September 12, 2011
FINANCING AGREEMENT

AGREEMENT dated September 12, 2011, entered into between PEOPLE’S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

Whereas:
(A) the Recipient intends to obtain from the United Kingdom Department for International Development, Australia Aid, the German Agency for Reconstruction and any other Co-financier which may wish to participate under the same arrangements (collectively referred to as the Co-financiers), grants in various currencies, to be administered by the Association, in an approximate aggregate amount equivalent to two hundred and fourteen million dollars ($214,000,000) to assist in financing part of the Project; and

(B) the Recipient and the Association intend to enter with the Co-financiers, and with other development partners wishing to contribute on a parallel basis to the financing of the Program, into a joint financing arrangement that shall govern the relationship among the Recipient, the Association, the Co-financiers and other development partners, all in accordance with certain terms and conditions set forth in said arrangement.

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the preamble or Appendix to this Agreement and the General Conditions.

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 two hundred twenty six million four hundred thousand Special Drawing Rights (SDR
226,400,000) (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 Financing in accordance with Section IV of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Secretary of the Ministry of Health and Family Welfare.

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

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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

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

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

2.07. The Payment Currency is Dollars.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project 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 Event of Suspension consists of the following, namely that by December 31, 2012, the MDTF Administration Agreement has not been entered into by at least one (1) Co-financier without the Recipient making alternative Project Co-financing arrangements acceptable to the Association.
4.02. The Co-financing Deadline for the effectiveness of the MDTF Grant Agreement is December 31, 2012.

4.03. The Additional Event of Acceleration consists of the following, namely that the event specified in 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. Except as provided in Section 2.02 of this Agreement, the Recipient’s Representative is the Secretary or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

6.02. The Recipient’s Address is:

   Economic Relations Division
   Ministry of Finance
   Government of the People’s Republic of Bangladesh
   Sher-E-Bangla Nagar
   Dhaka, Bangladesh

   Facsimile: 880 2 8813088

6.03. The Association’s Address is:

   International Development Association
   1818 H Street, N.W.
   Washington, D.C. 20433
   United States of America
Cable: Telex: Facsimile:
INDEVAS  248423 (MCI)  1-202-477-6391
Washington, D.C.

AGREED at Dhaka, Bangladesh as of the day and year first above written.

PEOPLE’S REPUBLIC OF BANGLADESH

By: /s/ M. Musharraf Hossain Bhuiyan

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: Ellen Goldstein

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to enable the Recipient to strengthen its health systems and improve its health services, particularly for the poor.

The Project is part of the Program and consists of the following parts:

Part 1.  Improving Health Services

A.  Improving Health Programs:

Carrying out of activities, identified from the Program activities listed below, and included in Operational Plans:

(a) delivery of essential health services which seek to improve reproductive, maternal, neonatal, infant and child health and family planning services through improving the quality and reliability of antenatal care, scaling up essential emergency obstetric and newborn care services and ensuring 24/7 services in selected District hospitals and Upazila health complexes, expanding facility- and community-based integrated management of childhood illness services, strengthening routine immunization services, increasing demand and use of family planning services, and expanding the contraceptive method-mix;

(b) interventions to improve the nutritional status especially of pregnant women and children, by integrating nutritional services into those provided by MOHFW’s Directorate General of Health Services and Directorate General of Family Planning (mainstreaming nutrition strategy), conducting behavior change and communication interventions (breastfeeding, complementary feeding, and hygiene practices), micronutrient interventions (periodic vitamin A supplements, therapeutic zinc supplements for management of diarrhea, multiple micronutrient powders, de-worming drugs for children and adolescent girls, iron-folic acid supplements for pregnant women, lactating mothers and adolescent girls, therapeutic feeding interventions (treatment of severe acute malnutrition) and strengthening sectoral and national capacity for improved planning, supervision, implementation and coordination of nutrition actions across sectors;

(c) control and treatment of communicable and non-communicable diseases by, expanding quality DOTS services, strengthening malaria control and treatment in the thirteen (13) highly endemic Districts, scaling up
HIV/AIDS targeted preventive interventions for the most-at-risk groups, strengthening the diagnosis and management of STDs, strengthening the diagnosis and management of diabetes in primary and secondary care facilities, improving awareness about the cardio-vascular disease risks and their management, screening for early cancer detection, and strengthening of the disease surveillance system;

(d) interventions to promote healthy behavior in support of the above programs and priorities with particular focus on interpersonal communication and community level interventions; and

(e) any other priority Program activity as the Association may agree.

B. Improving Service Provision:

Carrying out of activities, identified from the Program activities listed below, and included in Operational Plans:

(a) provision of primary health care with focus on piloting the Upazila health system that would put in place a functional referral system at Upazila and District levels and improve the continuity of care across the different service delivery levels, upgrading and equipping at least one (1) Upazila health complex in each division and a commensurate number of Union health and family welfare centers, and rehabilitating the community clinics and ensuring a functional entry point to the health system;

(b) hospital management at the secondary and tertiary levels by improving the efficiency and quality of hospital services through development and implementation of clinical protocols, appropriate human resources and management structures; introducing hospital autonomy initially for tertiary level specialized hospitals; introducing an accreditation tool; ensuring safe blood transfusion and implementing medical waste management plans;

(c) provision of health, nutrition and family planning services to urban population by establishing a coordination mechanism between MOHFW and the Local Government Division of MOLGRDC, and expanding these services to urban areas currently not covered by such Division; and

(d) any other priority Program activity as the Association may agree.
Part 2. **Strengthening Health Systems**

Carrying out of activities, identified from the Program activities listed below, and included in Operational Plans:

(a) carrying out of an institutional and regulatory analysis of the Recipient’s and para-statal organizations in order to establish an effective health sector regulatory framework; revising the Recipient’s Consumer Rights Protection Act and the Clients’ Charter of Rights; developing a regulatory framework for contracting out with NGOs, preparing the Recipient’s public and private partnership strategy and developing an action plan thereof, mainstreaming gender, equity and voice in the development and implementation of Operational Plans, and developing a local level accountability mechanism;

(b) reviewing consistency of the Program with the Recipient’s medium term budgetary framework, facilitating the preparation of complementary development and revenue budgets, establishing monthly reviews of budget execution, introducing a resource allocation formula, decentralization of management of service delivery and delegation of commensurate financial power to the District level, as feasible, piloting the functionality of an *Upazila’s* health system, and updating the local level plans;

(c) development of a human resource plan, establishing a functional human resource information system, scaling up the production of the critical health workforce cadre, introducing incentive packages to deploy and retain critical health workforce in remote and rural areas, addressing the challenge of skilled-birth attendance by training skilled-birth attendants, nurse-midwives, midwives, and family welfare visitors, and streamlining the recruitment and promotion of nurses;

(d) development of a national health care financing framework to ensure equitable access of the poor to quality health services and decrease of out-of-pocket expenditure, and scaling up the demand side financing program based on its evaluation;
(e) development of a monitoring and evaluation strategy and work plan in order to establish a sustainable monitoring and evaluation system with organizational mandate and institutional home, and conducting a comprehensive health information system assessment and a strategy with the aim of strengthening the Recipient’s routine data management and information system that would integrate data from various systems and programs, and promote the use of data for decision making;

(f) development of a quality management strategy and policy for health care services, updating the existing standard operating procedures for public hospitals, and conducting periodic client and provider satisfaction surveys;

(g) strengthening the capacity of the Recipient’s Directorate General of Drug Administration, modernizing the drug testing lab, and ensuring safety, efficacy and quality of registered medicines, and updating the list of essential drugs;

(h) strengthening the Recipient health system’s procurement capacity to ensure an efficient storage, inventory, supply and distribution chain, introducing an online procurement tracking system, and exploring options for e-procurement and framework contracts with multiyear deliveries;

(i) development of a plan to guide the new construction and upgrading of health facilities with the required provision for equipment and human resources, and preparing a comprehensive plan for repair and maintenance of health facilities, equipment and vehicles along with budget requirement; and

(j) any other priority Program activity as the Association may agree.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Operational Plans

1. The Recipient shall, not later than March 31 each year, commencing March 31, 2012, furnish to the Association the specific activities of the OPs and the share of the ADP to be financed under the Project, for the following fiscal year, both satisfactory to the Association, which shall:

   (a) be prepared in consultation with, and based on, data collected from the various stakeholders of the Project at various levels;

   (b) include fully costed, proposed Project activities under each Part of the Project, necessary updates to the Procurement Plan, if any, and the related performance indicators;

   (c) describe, in light of the nature of the activities proposed to be financed, the application scope of the EMP, Tribal/Ethnic Health, Nutrition and Population Plan, and any applicable RAP, ARP or IPP prepared in accordance with the SMF;

   (d) set forth activities proposed for financing out of the proceeds of the Credit as a result of the Recipient’s satisfactory compliance with the required DAAR Indicators;

   (e) include a description of how the proposed activities shall be carried out; and

   (f) specify the budget resources and counterpart funding to be allocated by the Recipient for purposes of the Project.

2. The Recipient shall, each fiscal year until completion of the Project, make such budgetary allocations as shall be necessary for MOHFW to provide necessary funding for the effective implementation of the Project.

3. The Recipient shall, in conjunction with the Association and the Co-financiers, review the implementation of the Project and the Program, not later than the end of each second quarter of each fiscal year of the Recipient until completion of the Project, in order to assess the progress achieved therein. The review shall, inter alia:
(a) evaluate the effectiveness of implementation mechanisms and the organizational structures;

(b) assess Project contributions to the improvement of health outcomes;

(c) assess implementation performance against agreed upon indicators in the Program framework, and adjust indicators as needed; and

(d) assess the effectiveness of Project implementation arrangements.

4. The Recipient shall, promptly after the review referred to in paragraph 3 of this Schedule, furnish to the Association any revised OPs.

5. (a) The Recipient shall not later than December 31, 2014 (Mid-term Review), or such later date as the Association shall agree, review, the report referred to in sub-paragraph (b) below, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association’s views on the matter.

(b) The review referred to in sub-paragraph (a) above shall, inter alia, cover: (i) the Project and Program’s scope, design and implementation arrangements, and institutional changes; (ii) the implementation progress against agreed indicators set forth in the Operational Plans; (iii) the Recipient’s procurement performance; (iv) the performance of consultants and the effectiveness of the technical assistance provided under the Program; (v) the progress in the implementation of the Recipient’s financial management improvement plan, including internal audit report and fund flows; (vi) the lessons learned; (vii) the effectiveness of the Project’s co-financing arrangements; and (viii) any other issue agreed upon between MOHFW, the Association and the Co-financiers.

6. The Recipient shall: (i) not later than twelve (12) months after the Effective Date, and annually thereafter, carry out an annual procurement audit of the Project, under terms of reference satisfactory to the Association; and (ii) not later than two (2) months after completion of said audit, furnish to the Association a report thereon.

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:

   (a) take all necessary actions to minimize, to the extent possible, any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, in carrying out the Project; and

   (b) for this purpose, whenever it shall be applicable as per the terms of the SMF: (i) before commencing any works under the Project, furnish to the Association for its review, the RAP, ARP and/or IPP, as the case may be, prepared in accordance with the principles and procedures set forth in the SMF; and (ii) thereafter, implement, in a manner satisfactory to the Association, such RAP, ARP and/or IPP as shall have been approved by the Association.

2. The Recipient shall implement the EMP, SMF, the Tribal/Ethnic Health, Nutrition and Population Plan, and any applicable RAP, ARP and/or IPP, in accordance with their respective terms.

3. The Recipient shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of the EMP, SMF, Tribal Peoples Nutrition and Population Plan and any applicable RAP, ARP and/or IPP and the achievement of the objectives of said plans and framework.

4. The Recipient shall provide to the Association, for its prior concurrence, any proposed modification or waiver of the EMP, SMF or Tribal/Ethnic Health, Nutrition and Population Plan, or of any RAP, ARP, or IPP, and put into effect only such modification or waiver as shall have been agreed in writing by the Association.

D. Governance and Accountability Action Plan

The Recipient shall carry out the Governance and Accountability Action Plan in accordance with its provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each
Project Report shall cover the period of one (1) fiscal year, 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 fiscal 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 (1) 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.

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 the Procurement Guidelines, or 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-consultant services shall be procured under contracts awarded on the basis of International Competitive Bidding.


(a) The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consultant services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) National Competitive Bidding, following the procedures of the Procurement Laws subject to paragraph (b) below</td>
</tr>
<tr>
<td>(ii) Shopping, following the request for quotation method of the Procurement Laws</td>
</tr>
<tr>
<td>(iii) Direct Contracting</td>
</tr>
<tr>
<td>(iv) Procurement from United Nations Agencies</td>
</tr>
</tbody>
</table>

(b) The following provisions apply for the contracting of goods, works and non-consultant services under National Competitive Bidding, using bidding documents acceptable to the Association:

(i) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder;

(ii) bids should be submitted and opened in public in one location immediately after the deadline for submission;

(iii) rebidding shall not be carried out, except with the Association’s prior agreement;

(iv) lottery in award of contracts shall not be allowed;

(v) bidders’ qualification/experience requirement shall be mandatory;

(vi) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on
the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and

(vii) single stage two (2) envelope procurement system shall not be allowed.

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 table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality Based Selection</td>
</tr>
<tr>
<td>(b) Fixed Budget Selection</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Selection based on the Consultants Qualifications</td>
</tr>
<tr>
<td>(e) Single Source Selection</td>
</tr>
<tr>
<td>(f) Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

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, except as provided in paragraph 2 below, one hundred percent (100%) of Eligible Expenditures.
2. (a) Without prejudice to the provisions of paragraph A.1 above, the Association may, following the date on which the MDTF Administration Agreement and at least one (1) MDTF Grant Agreement shall have become effective, adjust downward the percentage of financing out of the proceeds of the Credit, and shall promptly notify the Recipient of such adjustment; and

(b) thereafter, whenever additional MDTF Grant Agreements shall become effective, the Association may further adjust downward the percentage of financing out of the proceeds of the Credit, and shall promptly notify the Recipient of such further adjustment.

3. Notwithstanding the provisions of paragraphs A.1 and A.2 of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed seventy million $70,000,000 million equivalent may be made for payments made prior to this date but on or after January 1, 2011, for Eligible Expenditures.

4. The Closing Date is December 31, 2016.
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 February 15 and August 15:</td>
<td></td>
</tr>
<tr>
<td>commencing August 15, 2021 to and including February 15, 2031</td>
<td>1%</td>
</tr>
<tr>
<td>commencing August 15, 2031 to and including February 15, 2051</td>
<td>2%</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.
APPENDIX

Section I. Definitions

1. “ADP” means the Recipient’s Annual Development Program.

2. “Affected Person” means a person who, on account of the acquisition of land for purposes of construction of health facilities under the Project, had or would have his or her: (i) standard of living adversely affected; or (ii) right, title or interest in any house, or interest in or right to use any land (including premises, agricultural and grazing land) or right in annual or perennial crops and trees or any other fixed or movable asset, acquired or possessed, temporarily or permanently; or (iii) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently, and “Affected Persons” means, collectively, all persons who qualify as an Affected Person.


4. “ARP” means any abbreviated resettlement plan prepared following the requirements of the SMF, as such ARP may be modified with the prior written agreement of the Association.

5. “Co-financier” means any of the donors referred to in the Preamble to this Agreement which has entered into an MDTF Administration Agreement.

6. “Co-financing” means, for purposes of paragraph 11 of the Appendix to the General Conditions, the Co-financing referred to in paragraph A of the Preamble to this Agreement which shall be provided in accordance with the terms of the MDTF Administration Agreement.


8. “DAAR Indicators” means the performance based financing indicators to be agreed upon annually between the parties to this Agreement.

9. “District” means any of the administrative units of the Recipient’s territory.

10. “DOTS” means Directly Observed Treatment-Short Course.

11. “Eligible Expenditures” means the expenditures set forth in Section 2.05 of the General Conditions, Incremental Operating costs to cover the reasonable cost of
operating expenditures and taxes as referred to in Section 2.06 of the General Conditions related to the implementation of the Project.

12. “Environmental Management Plan” or “EMP” means the Environmental Assessment and Action Plan dated February 2011, prepared by the Recipient, which includes, *inter alia*, the set of mitigation, enhancement, monitoring, environmental guidelines and institutional measures, satisfactory to the Association, to be taken by the Recipient during implementation of the Project to eliminate any adverse environmental and social impacts in particular as to infection control and waste management and the construction of health facilities, offset such impacts, or reduce them to acceptable levels, or to enhance positive impacts, as such may be modified with the prior written agreement of the Association.

13. “Fiscal Year” means the Recipient’s fiscal year commencing on July 1 and ending on June 30.

14. “Governance and Accountability Action Plan” means the plan dated April 19, 2011 reviewed and agreed upon by the parties to this Agreement.


17. “Indigenous Peoples” means the indigenous peoples as defined in Section C.4 of the SMF.

18. “IPP” means an indigenous peoples plan, acceptable to the Association, prepared and implemented in accordance with the provisions of the SMF, which sets the principles and procedures to address any resettlement impact caused by the construction or rehabilitation of health facilities, or other works to be carried out under in the Project.

19. “MDTF” means the Multi Donor Trust Fund, to be funded by the Co-financiers, whose resources shall be made available to the Recipient by the Association, in the latter’s capacity as administrator of the MDTF, all in accordance with terms and conditions set forth in the MDTF Administration Agreement.

20. “MDTF Administration Agreement” means the agreement to be entered into by each of the Co-financiers and the Association, in the latter’s capacity as administrator of the MDTF.

21. “MDTF Grant Agreement” means an agreement to be entered into by the Recipient and the Association, in the latter’s capacity as administrator of the
MDTF, and in accordance with the terms and condition set forth therein and in the MDTF Administration Agreement.


24. “NGO” means non-governmental organization.

25. “Operational Plan” or “OP” means an operational plan prepared pursuant to Section I.A.1 of Schedule 2 to the Financing Agreement and approved by the Association.


28. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 9, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.


30. “RAP” means a resettlement action plan, acceptable to the Association, prepared and implemented in accordance with the provisions of the SMF, which sets out the principles and procedures governing the acquisition of land and other assets, and the resettlement, compensation and rehabilitation of Affected Persons on account of the implementation of the Project.

31. “SMF” means the social management framework dated February 2011, which includes, *inter alia*, the set of mitigation, enhancement, monitoring, guidelines and institutional measures, satisfactory to the Association, to be taken by the Recipient during implementation of the Project to eliminate any adverse social impacts caused by upgrading or renovating existing facilities and construction of
health care and education facilities, including the requirements for preparation and implementation of:

(a) RAPs or ARPs depending on the number of Affected Persons involved, and

(b) IPP when the Affected Persons are Indigenous Peoples;

as such may be modified with the prior written agreement of the Association.

32. “STD” means sexually transmitted diseases.

33. “Tribal/Ethnic Health, Nutrition and Population Plan” or means the plan dated April 2011 setting forth the actions to be taken by the Recipient to ensure that tribal peoples affected by the Project in the delivery of health services receive culturally appropriate benefits; as such may be modified with the prior written agreement of the Association.

34. “Union” means any of the administrative units of the Recipient’s territory.

35. “Upazila” means the administrative sub-district of the Recipient.