Financing Agreement

(Additional Financing for Reproductive Health Project and Amendment to the Original Financing Agreement)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 4, 2016
FINANCING AGREEMENT

Agreement dated April 4, 2016, entered into between BURKINA FASO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement) and amending the Original Financing Agreement (as set forth in Section II of the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to twenty-five million four hundred thousand Special Drawing Rights (SDR 25,400,000) ("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.

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

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

2.05. The Payment Currency is Euro.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out: (a) Part A, Part B(1), Part B(2), and Part B(3) of the Project through MOH, and (b) Part B(4) of the Project through SP-CNLS-IST, 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 — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following, namely that the Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.

4.03. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister at the time responsible for finance.

5.02. The Recipient’s Address is:

Ministry of Economy, Finance and Development
03 BP 7050
Ouagadougou 03
Burkina Faso


5.03. The Association’s Address is:

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

Telex: 248423  (MCI)  Facsimile: 1-202-477-6391
AGREED at Ouagadougou, Burkina Faso, as of the day and year first above written.

BURKINA FASO

By

[Signature]

Authorized Representative

Name: Hadjigeorges Ouédraogo
Title: Minister of Economy, Finance and Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Christiane Fantambou
Title: Country Manager for Burkina Faso
SCHEDULE 1

Project Description

The objective of the Project is to improve the utilization and quality of maternal and child health, reproductive health and HIV/AIDS services in the Recipient’s territory with a particular focus on the poor and vulnerable.

The Project consists of the following parts:

Part A: Improving the delivery and quality of a reproductive health service package through results-based financing

(1) Carrying out of specific development projects, through the provision of grants, made out of, inter alia, the proceeds of the Financing, to Health Service Providers, to deliver Packages of Basic Health Services (“PBHS”) in the Targeted Districts, with a focus on maternal and child health.

(2) Carrying out of a program to: (a) develop, monitor and evaluate the delivery of the PBHS; (b) oversee the monitoring and evaluation conducted by Local Health Verification Teams of the delivery of the PBHS and strengthen such monitoring and evaluation through the provision of training to said teams; (c) conduct surveys of the recipients of the PBHS through local community organizations; and (d) provide training to strengthen the capacities of the Health Service Providers in the efficient and effective provision of the PBHS and of the staff of the Recipient working in the health sector in the efficient and effective management of the delivery of PBHS.

(3) Carrying out of a study and associated pilot program to identify, evaluate and harmonize throughout the Recipient’s territory the different approaches applied to the delivery of packages of basic health services, and improve financial access to maternal and child health services.

Part B: Supporting critical inputs for reproductive health and HIV/AIDS services

(1) Development and implementation of a program of: (a) pre-service and in-service training to nurses, skilled birth attendants and doctors in the delivery of reproductive health services, including in emergency obstetric and neo-natal care, family planning, prevention of mother-to-child transmission of HIV/AIDS, integrated management of child illnesses (including emergency triage assessment and treatment), and management of health services; (b) supervision of emergency obstetric and neo-natal care and family planning interventions; and (c) provision of goods required for the purposes of this Part B(1).
(2) Provision of: (a) goods, including ambulances, motorcycles and other vehicles, childbirth delivery (including caesarian) kits, drugs, contraceptives, supplies for diagnostic tests, waste management equipment (and related training), all as required to improve reproductive health services; and (b) minor refurbishing of health centers and district hospitals and laboratories.

(3) Development and carrying out of a program to increase the financial accessibility of, and demand for, family planning and reproductive health services, said program to consist of the development and carrying out of information, education and behavior change communication strategies at the community level, with the objective of expanding family planning services and reducing delays in recognizing and managing complications of pregnancy and delivery, as well as increasing the demand for youth health services, particularly among young girls.

(4) (a) Development and implementation of a program of activities to: (i) support HIV/AIDS prevention and behavior change, including through: (A) scaling up coverage of HIV/AIDS prevention activities among high-risk groups; (B) supporting the development and implementation of an integrated HIV/AIDS behavior change communications strategy; (C) scaling up voluntary testing and counseling; and (D) strengthening HIV/AIDS and reproductive health activities for in and out of school youth; and (ii) mitigate the socio-economic consequences of the HIV/AIDS epidemic, including through: (A) strengthening care and support for persons infected and affected by HIV/AIDS; (B) improving access to reproductive services for key populations; and (C) strengthening the capacity of CSOs, including non-governmental organizations and other associations, in gender sensitive approaches to addressing HIV/AIDS (collectively, "HIV/AIDS Interventions"); and (b) strengthening coordination, monitoring, evaluation, supervision and Project management for Part B(4) of the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Steering Committee.

(a) The Recipient shall maintain throughout the period of Project implementation, a steering committee, whose mandate, composition and resources shall be satisfactory to the Association, to be responsible, inter alia, for providing inter-ministerial coordination and oversight of the Project ("Steering Committee").

(b) To this end, the Steering Committee shall be chaired by the secretary general of MOH, and be comprised of director-level representatives of the ministries involved in the Project.

2. Project Coordination Unit and SP-CNLS-IST.

(a) The Recipient shall maintain, throughout the period of Project implementation, a Project coordination unit ("Project Coordination Unit"), with terms of reference and resources satisfactory to the Association, and supported by qualified and experienced staff in adequate numbers, to be responsible for overall Project coordination and management, including the implementation of Part A, Part B(1), Part B(2) and Part B(3) of the Project.

(b) To this end, the Recipient shall employ, in accordance with Section III of this Schedule, the following staff, whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Association: (i) a coordinator to head the Project Coordination Unit; (ii) two (2) public health economists; (iii) two (2) public health doctors; and (iv) two (2) monitoring and evaluation experts.

(c) The Recipient shall at all times during the implementation of the Project, maintain SP-CNLS-IST, to be responsible for the implementation of Part B(4) of the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said SP-CNLS-IST to perform said function.
B. Project Implementation Manual.

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association and furnish to the Association for its approval, a proposed implementation manual for the Project containing detailed administrative, procurement, financial management, safeguards, monitoring and evaluation procedures and arrangements for the Project, including PBHS Sub-projects and HIV/AIDS Interventions.

2. Without limitation upon the foregoing, said manual shall include, inter alia, a detailed elaboration of:

   (a) each PBHS to be delivered under the PBHS Sub-projects;

   (b) (i) the methodology for calculating the unit price to be paid for each PBHS to be delivered under PBHS Sub-projects, each of which unit price shall be calculated on the basis of a methodology acceptable to the Association ("Unit Price") and designed to ensure that the Unit Price: (A) does not exceed the reasonable cost of the PBHS to be delivered and financed under the PBHS Sub-grants; (B) is scaled to reflect the quality of the PBHS delivered, the conditions of the locations where the PBHS is to be delivered, and the need to ensure a balance between the PBHS and other health services that need to be made available in the Targeted District concerned; and (C) excludes any amount of the cost of the PBHS which is to be financed under another source of financing (including under Part B of this Project); and (ii) the procedures for the evaluation and updating of the Unit Price for each PBHS;

   (c) a model form of agreement for the provision of a PBHS Sub-grant;

   (d) the procedures for approval, monitoring and evaluation of PBHS Sub-projects and for granting of PBHS Sub-grants, including the designation of the Recipient’s verification team for each Targeted District to be responsible for the verification of the quality and quantity of the PBHS delivered under each PBHS Sub-project to be carried out in said Targeted District ("Local Health Verification Team");

   (e) the procedures and criteria for development and delivery of training under the Project; and

   (f) the institutional arrangements and procedures for: (i) the identification, selection approval, implementation and monitoring and evaluation of HIV/AIDS Interventions; and (ii) the selection and recruitment of CSOs (in accordance with the provisions of Section III of this Schedule 2) to
support the development and implementation of said HIV/AIDS Interventions.

3. The Recipient shall exchange views with the Association on said Project implementation manual and thereafter adopt such Project implementation manual as shall have been approved by the Association (including the initial Unit Price for each PBHS) ("Project Implementation Manual").

4. The Recipient shall:

   (a) ensure that the Project is carried out in accordance with the Project Implementation Manual, as the same may be updated from time to time with the prior written agreement of the Association;

   (b) without limitation upon the foregoing, not later than March 1 in each calendar year during the Project implementation period: (i) prepare, in accordance with terms of reference satisfactory to the Association and elaborated in the Project Implementation Manual, and furnish to the Association for its review, an evaluation of the Unit Price for each PBHS and recommendations of any adjustment required to be made to said Unit Price to ensure that it continues to comply with the criteria set forth in Section I.B.2(b) of this Schedule 2; (ii) afford the Association a reasonable opportunity to exchange views with the Recipient on each said evaluation and recommendation; and (iii) promptly adopt and apply such adjusted Unit Price for each PBHS as shall have been approved by the Association, under PBHS Sub-grants; and

   (c) not otherwise revise or waive any provision of the Project Implementation Manual without the prior written agreement of the Association.

5. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

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

D. Annual Work Programs

1. The Recipient shall, not later than December 15 in each calendar year, prepare and furnish to the Association for its approval, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed
timetable for the sequencing and implementation of such activities; and (b) a proposed financing plan for such activities.

2. The Recipient shall exchange views with the Association on each such proposed annual work program, and shall thereafter carry out such program of activities during such following year as shall have been approved by the Association ("Annual Work Program").

3. Only those activities which are included in an Annual Work Program shall be included in the Project and eligible for financing out of the proceeds of the Financing.

4. The Recipient shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Annual Work Program it shall include in the proposed Annual Work Program: (a) the objective and content of the training or workshop envisaged; (b) the selection method of the institutions or individuals conducting such training or workshop, and said institutions if already known; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the selection method of the personnel who will attend the training or the workshop, and said personnel if already known.

E. Part A of the Project (PBHS Sub-projects)

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

(a) No proposed PBHS Sub-project shall be eligible for a PBHS Sub-grant to a Health Service Provider unless the Recipient has determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association, and elaborated in the Project Implementation Manual, that:

(i) the proposed PBHS Sub-project: (A) is technically feasible and economically and financially viable; and (B) complies with the Health Care Waste Management Plan; and

(ii) the proposed Health Service Provider: (A) is a public or a private non-profit health service provider of PBHS located in a Targeted District, with the organization, management, technical capacity and financial resources necessary to carry out the proposed PBHS Sub-project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed PBHS Sub-project.
(b) The: (i) aggregate amount of all PBHS Sub-grants made in a given calendar year to Health Service Providers in a Targeted District shall not exceed the equivalent of $300,000; and (ii) maximum amount of each PBHS Sub-grant for a PBHS Sub-project shall not exceed 100% of the total estimated cost of the PBHS Sub-project minus the amount of other funds allocated to finance such cost.

(c) Each PBHS Sub-grant for an amount equivalent to $30,000 or more shall be subject to the Association’s prior written approval and shall only be eligible for financing under the Financing if and to the extent approved by Association.

2. PBHS Sub-grant Agreements. The Recipient shall make each PBHS Sub-grant under a PBHS Sub-grant Agreement with the respective Health Service Provider on terms and conditions approved by the Association, which shall include the following:

(a) The PBHS Sub-grant shall be made on a non-reimbursable grant basis.

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

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

(ii) require each Health Service Provider to:

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

(B) provide promptly, as needed, the resources required for the purpose;

(C) procure the goods and services required for the PBHS Sub-project and to be financed out of the proceeds of the PBHS Sub-grant in accordance with the provisions of Section III of this Schedule 2;
(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the PBHS Sub-project and the achievement of its objectives;

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

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

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

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

3. The Recipient shall exercise its rights and carry out its obligations under each PBHS Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any PBHS Sub-grant Agreement or any of its provisions.

4. **PBHS Training.** Prior to the commencement by a Health Service Provider of its PBHS Sub-project, said Health Service Provider shall be offered training for its
staff, which shall have been developed by the Recipient under terms of reference satisfactory to the Association and elaborated in the Project Implementation Manual, and designed to enable the Health Service Provider properly to carry out its PBHS Sub-project.

5. Verification of PBHS Delivery.

(a) Internal Verification. Prior to each payment to a Health Service Provider under a PBHS Sub-grant, the Recipient shall, under terms of reference acceptable to the Association and elaborated in the Project Implementation Manual, ensure that the relevant Local Health Verification Team verifies the quality and quantity of the PBHS delivered under the Health Service Provider’s PBHS Sub-project for which such payment is requested.

(b) External Verification. Under Part A(2) of the Project, the Recipient shall engage in accordance with the provisions of Section III of this Schedule 2, an independent expert whose terms of reference, qualifications and experience shall be satisfactory to the Association, to monitor, evaluate and report on Part A(1) of the Project, and to conduct independent verifications of the delivery of PBHS by each Health Service Provider under its respective PBHS Sub-project, including through interviews with consumers of PBHS, inspections of the Health Service Provider’s documentation and facilities and employment of community organizations whose terms of reference, qualifications and experience and terms and conditions of employment shall be satisfactory to the Association to carry out satisfaction surveys of consumers of the PBHS delivered in the relevant Targeted District.

F. Safeguards

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Health Care Waste Management Plan.

G. HIV/AIDS Interventions

Each HIV/AIDS Intervention shall be eligible for financing upon the Recipient’s determination, on the basis of an identification process and appraisal conducted in accordance with the criteria, guidelines and detailed procedures set forth in the Project Implementation Manual and in a manner satisfactory to the Association, that the HIV/AIDS Intervention satisfies the eligibility criteria specified in the Project Implementation Manual, which criteria shall, inter alia, include the following:
1. the HIV/AIDS Intervention shall be appraised on the basis of an environmental and social assessment and other guidelines acceptable to the Association;

2. an implementation plan shall have been prepared, in accordance with the requirements of the Project Implementation Manual, setting forth the implementation arrangements for the HIV/AIDS Intervention, including with respect to the participation of any CSOs in said implementation; and

3. the HIV/AIDS Intervention shall be included in the Annual Work Plan and Budget.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one (1) month 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 ninety (90) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, 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 and Non-consulting Services. All goods 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 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 table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding, subject to the following additional provisions: the Recipient shall use standard bidding documents acceptable to the Association</td>
<td>(a) National Competitive Bidding, subject to the following additional provisions: the Recipient shall use standard bidding documents acceptable to the Association</td>
</tr>
<tr>
<td>(b) Shopping</td>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
<td>(c) Direct Contracting</td>
</tr>
<tr>
<td>(d) Procurement from Inter Agency Procurement Services Office of the United Nations</td>
<td>(d) Procurement from Inter Agency Procurement Services Office of the United Nations</td>
</tr>
<tr>
<td>(e) Community Participation in Procurement procedures elaborated in the Project Implementation Manual</td>
<td>(e) Community Participation in Procurement procedures elaborated in the Project Implementation Manual</td>
</tr>
</tbody>
</table>
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) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(e) Single-source Selection of consulting firms</td>
</tr>
<tr>
<td>(f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(g) Single-source procedures for the 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 Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Training and Operating Costs required for each PBHS provided under a PBHS Sub-project and to be financed out of a PBHS Sub-grant under Part A(1) of the Project and paid at the Unit Price for said PBHS</td>
<td>7,200,000</td>
<td>100% of amounts paid by the Recipient under the PBHS Sub-grant</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants services, Training and Operating Costs for Parts A(2), A(3), B(1), and B(2) of the Project</td>
<td>10,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants services, Training and Operating Costs for Part B(4) of the Project</td>
<td>7,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>25,400,000</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 this Agreement; or

   (b) under Category (1) the until the proceeds of the Original Financing allocated to Category (1) of the table in Section IV.A.2 of Schedule 2 to the Original Financing Agreement have been fully committed or disbursed; and

   (c) under Category (2) until the proceeds of the Original Financing allocated to Category (2) of the table in Section IV.A.2 of Schedule 2 to the Original Financing Agreement have been fully committed or disbursed.

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

Section I. Definitions

1. "Annual Work Program" means for each calendar year, the work program for that year approved by the Association in accordance with 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.


5. "CSO" means a civil society organization, and "CSOs" means more than one such CSO.


7. "Health Care Waste Management Plan" means the Recipient’s plan for the management of waste under the Project, entitled "Plan de gestion des déchets biomédicaux" and dated February 2011; as such plan may be amended from time to time with the prior written agreement of the Association.

8. "Health Service Provider" means a health care center to which the Recipient proposes to make or has made a PBHS Sub-grant for a PBHS Sub-project in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.


11. "Local Health Verification Team" means, for each Targeted District, the local health verification team of the Recipient to be designated, in accordance with the provisions of Section I.B.2(d) of Schedule 2 to this Agreement, with responsibility for the verification of the quality and quantity of the provision of PBHS in said Targeted District; and "Local Health Verification Teams" mean, collectively, all such teams.
12. “Ministry of Health” and “MOH” each means the Recipient’s ministry responsible at the time for health.

13. “Operating Costs” mean, for each Annual Work Program, the reasonable costs, which shall have been agreed by the Association under said Annual Work Program, for the incremental expenses incurred on account of Project implementation, consisting of: vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project and payments for overtime services performed by staff under PBHS Sub-projects (but excluding regular salaries of officials of the Recipient’s civil service).

14. “Original Financing Agreement” means the financing agreement for a Reproductive Health Project between the Recipient and the Association, dated February 14, 2012 (Grant No. H751-BF).

15. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

16. “Package of Basic Health Services” and “PBHS” each means a specific package of basic health services elaborated in the Project Implementation Manual, to be delivered by a Health Service Provider in a Targeted District under Part A(1) of the Project in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.

17. “PBHS Sub-grant” means grant made or proposed to be made by the Recipient to a Health Service Provider out of, inter alia, the proceeds of the Financing to assist in financing a PBHS Sub-project.

18. “PBHS Sub-grant Agreement” means an agreement, to be concluded between the Recipient and a Health Service Provider, in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, pursuant to which the Recipient shall make a Sub-grant out of the proceeds of the Financing to the Health Service Provider for a PBHS Sub-project.

19. “PBHS Sub-project” means a specific development project for the delivery of PBHS to be carried out by a Health Service Provider under Part A(1) of the Project utilizing the proceeds of a PBHS Sub-grant.

21. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated January 29, 2016 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.

22. "Project Coordination Unit" and "PCU" each means the Project coordination unit to be established and to be maintained by the Recipient within MOH for the Project, all in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

23. "Project Implementation Manual" means the manual for the implementation of the Project to be adopted by the Recipient in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

24. "SP-CNLS-IST" mean the Recipient’s Secretariat Permanent du Conseil national de lutte contre le sida et les IST (CNLS-IST) established and operating pursuant to the Recipient’s Decree No. 2001-510/PRES/PM/MS, dated October 1, 2001 and modified by its Decree No. 2007-078/PRES/MP/MS/MASSN dated February 14, 2007, as said decrees may be further amended from time to time; or any successor thereto.

25. "Steering Committee" means the committee established by the Recipient pursuant to its Order (Arrêté) No. 2008-004/MS/CAB dated January 12, 2009 and to be maintained in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

26. "Targeted District" means a district within one of the Recipient’s regions of Centre-Nord, Centre-Ouest, Centre-Est, Nord, Sud-Ouest, and Boucle du Mouhoun, to be selected and included in the Project in accordance with the provisions of the Project Implementation Manual; and “Targeted Districts” means, collectively, all said districts.

27. "Training" means, for each Annual Work Program, the reasonable costs, which shall have been agreed by the Association under said Annual Work Program, for the training and workshops included in said Annual Work Program, 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 consulting services).

28. "Unit Price" means, for each PBHS, the unit price thereof determined in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
Section II. Amendments to the Original Financing Agreement

1. Section 3.01 of the Original Financing Agreement is amended to read as follows:

“3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out: (a) Part A, Part B(1), Part B2, and Part B(3) of the Project through MOH, and (b) Part B(4) of the Project through SP-CNLS-IST, in accordance with the provisions of Article IV of the General Conditions.”

2. The Project development objective and Project description set forth in Schedule 1 of the Original Financing Agreement are amended and restated to read as set forth in Schedule 1 to this Agreement.

3. Sections I.A.2(a) of Schedule 2 to the Original Financing Agreement is amended and restated to read as set forth in Sections I.A.2(a) of Schedule 2 to this Agreement and a new section I.A.2(c) is inserted in schedule 2 to the Original Financing Agreement, to read as set forth in Section I.A.2(c) of Schedule 2 to this Agreement.

4. Sections I.B.1 and I.B.2 of Schedule 2 to the Original Financing Agreement are amended and restated to read as set forth in Sections I.B.1 and I.B.2 of Schedule 2 to this Agreement.

5. Schedule 2 to the Original Financing Agreement is amended by the insertion of a new Section G (HIV/AIDS Interventions) to read as set forth in Section G of Schedule 2 to this Agreement.

6. The table in Section IV.A.2 of Schedule 2 to the Original Financing Agreement is replaced in its entirety with the following table:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing 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, Training and Operating Costs required for each PBHS provided under a PBHS Sub-project and to be financed out of a PBHS Sub-grant under Part A(1) of the Project and paid at the Unit Price for said PBHS</td>
<td>6,100,000</td>
<td>48% of amounts paid by the Recipient under the PBHS Sub-grant</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants services, Training and Operating Costs for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Parts A(2) and A(3) of the Project; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Parts B(1), B(2), and B(3) of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Unallocated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,300,000</td>
<td></td>
</tr>
</tbody>
</table>

7. The Closing Date referred to in Section IV.B.2 of the Original Financing Agreement is extended to June 30, 2018.

8. The definition in paragraph 20 of Section I of the Appendix to the Original Financing Agreement is amended to read as follows:

"""Targeted District" means a district within one of the Recipient’s regions of Centre-Nord, Centre-Ouest, Centre-Est, Nord, Sud-Ouest, and Boucle du Mouhoun, to be selected and included in the Project in accordance with the provisions of the Project Implementation Manual; and "Targeted Districts" means, collectively, all said districts."

9. Section I of the Appendix to the Original Financing Agreement is amended by the insertion of the following definitions in the appropriate alphabetical order, with the succeeding paragraphs renumbered accordingly:

"""SP-CNLS-IST" mean the Recipient’s Secrétariat Permanent du Conseil national de lutte contre le sida et les IST (CNLS-IST) established and operating..."
pursuant to the Recipient's Decree No. 2001-510/PRES/PM/MS, dated October 1, 2001 and modified by its Decree No. 2007-078/PRES/MP/MS/MASSN dated February 14, 2007, as said decrees may be further amended from time to time; or any successor thereto."

""CSO" means civil society organization, and "CSOs" means more than one such CSO."

""HIV/AIDS" means Human Immuno-deficiency Virus and the Acquired Immune Deficiency Syndrome."

""HIV/AIDS Intervention" means an activity referred to in Part B(4) of the Project."