World Bank Iraq
Trust Fund Grant Agreement

(Emergency Disabilities Project)

between

MINISTRY OF HEALTH OF IRAQ

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(Acting as Administrator of the World Bank Iraq Trust Fund)

Dated November 23, 2005
ITF GRANT AGREEMENT

AGREEMENT dated November 23, 2005, between the MINISTRY OF HEALTH OF IRAQ (the “Recipient” and this term shall include any successor to the Recipient) and INTERNATIONAL DEVELOPMENT ASSOCIATION, acting as administrator (the “Administrator”) of grant funds (the “Grant Funds”) contributed by various donors (collectively the “Donors”) to the World Bank Iraq Trust Fund (“ITF”).

WHEREAS (A) the Donors have agreed to provide the Grant Funds to the Recipient in support of its priority program of reconstruction and development activities;

(B) the Donors have requested the Administrator, and the Administrator has agreed, to administer the Grant Funds;

(C) the Administrator has established ITF for purposes of receiving and administering the Grant Funds;

(D) the Grant Funds shall finance, inter alia, such investment and/or sector programs and activities as shall from time to time be recommended by the Iraqi Strategic Review Board (as this term is hereinafter defined) and approved by the Administrator; and

(E) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Administrator to assist in the financing of the Project;

WHEREAS the Administrator has agreed, on the basis, inter alia, of the foregoing, to extend the Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I
General Conditions; Definitions

Section 1.01. (a) The following provisions of the “General Conditions Applicable to Development Credit Agreements” of the Administrator, dated January 1, 1985 (as amended through May 1, 2004), with the modifications set forth in paragraph (b) of this Section (the General Conditions), constitute an integral part of this Agreement:

(i) Article I;
(ii) Article II;
(iii) Section 3.01;
(iv) Sections 4.01 and 4.05;
(v) Article V;
(vi) Sections 6.01, 6.02, 6.03, 6.04 and 6.06;
(vii) Section 8.01 (b);
(viii) Article IX;
(ix) Article X; and
(x) Article XI.

(b) The General Conditions shall be modified as follows:

(i) the term “Borrower”, wherever used in the General Conditions, means the Recipient, except as provided in subparagraph (v) below;

(ii) the term “Development Credit Agreement”, wherever used in the General Conditions, means this ITF Grant Agreement;

(iii) the term “Credit” and “credit”, wherever used in the General Conditions, means the Grant, except as provided in subparagraph (vi) below;

(iv) the term “Credit Account”, wherever used in the General Conditions, means the Grant Account;
the word “Borrower” in paragraphs (a) and (c) of Section 6.02 is replaced with the words “Recipient or another entity receiving funds from the Bank or the Association in connection with any projects or activities in Iraq”; and

(vi) the word “credit” in paragraphs (a)(ii) and (c)(i) of Section 6.02 is replaced with the words “credit, grant or financing”.

Section 1.02. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the preamble to this Agreement shall have the respective meanings therein set forth, and the following terms shall have the following meanings:

(a) “DWG” means the Disabilities Working Group to be established and maintained pursuant to paragraph 3 of Part A of Schedule 4 to this Agreement;

(b) “Environmental and Social Screening and Assessment Framework” means the Environmental and Social Screening and Assessment Framework for the Project dated November 17, 2005, as the same may be updated or revised from time to time with the agreement of the Administrator;

(c) “Financial Monitoring Report” means each report prepared in accordance with Section 4.02 of this Agreement;

(d) “Iraqi Strategic Review Board” means the Iraqi Strategic Review Board responsible for providing overall guidance on coordination of Donors’ assistance to Iraq;

(e) “NGOs” means non-governmental organizations;

(f) “Procurement Plan” means the Recipient’s procurement plan, dated November 17, 2005, covering the initial eighteen (18) month period (or longer) of Project implementation, as the same shall be updated from time to time in accordance with the provisions of Section 3.02 of this Agreement, to cover succeeding eighteen (18) month periods (or longer) of Project implementation;

(g) “Project Implementation Manual” means the manual to be prepared pursuant to paragraph 1 of Part A of Schedule 4 to this Agreement; and

(h) “PMT” means the Project Management Team to be established and maintained pursuant to paragraph 2 of Part A of Schedule 4 to this Agreement.
ARTICLE II

The Grant

Section 2.01. The Administrator agrees to extend to the Recipient, on the terms and conditions herein set forth or referred to, the Grant in an amount in various currencies equivalent to nineteen million five hundred thousand Dollars ($19,500,000).

Section 2.02. The amount of the Grant may be withdrawn from the Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Administrator shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for the Project and to be financed out of the proceeds of the Grant.

Section 2.03. The Closing Date shall be September 30, 2007, or such later date as the Administrator shall establish. The Administrator shall promptly notify the Recipient of such later date.

Section 2.04. Disbursement from the proceeds of the Grant shall be made only to the extent that resources adequate to meet such disbursement shall have been transferred from the Donors to ITF.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental, social and health practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Recipient and the Administrator shall otherwise agree, the Recipient shall carry out the Project in accordance with the Implementation Program set forth in Schedule 4 to this Agreement.

Section 3.02. (a) Except as the Administrator shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be governed by the provisions of Schedule 3 to this Agreement, as said provisions may be further elaborated in the Procurement Plan.
(b) The Recipient shall update the Procurement Plan in accordance with terms of reference acceptable to the Administrator and furnish such update to the Administrator not later than twelve (12) months after the date of the preceding Procurement Plan, for the Administrator’s approval.

Section 3.03. For the purposes of Section 9.06 (c) of the General Conditions and without limitation thereto, the Recipient shall:

(a) prepare, on the basis of guidelines acceptable to the Administrator, and furnish to the Administrator not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Administrator, a plan designed to ensure the continued achievement of the Project’s objectives; and

(b) afford the Administrator a reasonable opportunity to exchange views with the Recipient on said plan.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall maintain, or cause to be maintained, a financial management system, including records and accounts, and prepare financial statements in a format acceptable to the Administrator, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Recipient shall: (i) have the records, accounts and financial statements referred to in paragraph (a) of this Section for each fiscal year audited, in accordance with auditing standards acceptable to the Administrator, consistently applied, by independent auditors acceptable to the Administrator; (ii) furnish to the Administrator, as soon as available, but in any case not later than four (4) months after the end of each such year: (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year as so audited, and (B) an opinion on such statements, records and accounts and report of such audit, by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and (iii) furnish to the Administrator such other information concerning said records and accounts, and the audit thereof, as the Administrator shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of statements of expenditure, the Recipient shall: (i) maintain, in accordance with paragraph (a) of this Section, records and separate accounts reflecting such expenditures; (ii) retain, until at least one year after the Administrator has received the audit report for the fiscal year in which the last withdrawal from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures; (iii) enable the Administrator’s representatives to examine such records; and (iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such
audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

Section 4.02. (a) Without limitation upon the Recipient’s progress reporting obligations set out in paragraph 5(b) of Part C of Schedule 4 to this Agreement, the Recipient shall prepare and furnish to the Administrator a Financial Monitoring Report, in form and substance satisfactory to the Administrator, which:

(i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the Grant and explains variances between the actual and planned uses of such funds;

(ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and

(iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first Financial Monitoring Report shall be furnished to the Administrator not later than forty-five (45) days after the end of the first calendar quarter after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar quarter; thereafter, each Financial Monitoring Report shall be furnished to the Administrator not later than forty-five (45) days after each subsequent calendar quarter, and shall cover such calendar quarter.

ARTICLE V

Effectiveness

Section 5.01. This Agreement shall become effective upon signature thereof by the parties hereto.

ARTICLE VI

Representatives

Section 6.01. The Minister of Health of Iraq shall be the representative of the Recipient for the purposes of Section 11.03 of the General Conditions.
Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Health
Government of Iraq
Bab Al-Mouadham Square
Baghdad, Iraq
For the Administrator:

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

Cable address: INDEVAS
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: (202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their representatives duly authorized, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

MINISTRY OF HEALTH OF IRAQ

/s/ Amar Al-Saffar
By
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
(as Administrator of the World Bank Iraq Trust Fund)

/s/ Christiaan Poortman
By
Authorized Representative

IRAQI STRATEGIC REVIEW BOARD

/s/ Saik Al-Rasool
By
Authorized Representative
SCHEDULE 1

Withdrawal of the Proceeds of the Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Grant, the allocation of the amounts of the Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (Expressed in Dollars Equivalent)</th>
<th>% of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Civil works</td>
<td>4,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>11,230,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants’ services</td>
<td>1,920,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Training</td>
<td>1,190,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Operating Costs</td>
<td>110,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Unallocated</td>
<td>350,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>19,500,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. For the purposes of this Schedule, the term “Operating Costs” means costs incurred under the Project on account of: (i) maintenance of office equipment and vehicles; (ii) transportation and travel, including per diem allowances for Project staff in travel status; (iii) office supplies, utilities and office administration, including translation, printing and advertising; (iv) fuel costs; (v) communication costs; (vi) costs for production of bidding documents and drawings; (vii) commercial bank charges; and (viii) any other Project management support costs, as may be agreed between the Recipient and the Administrator from time to time, but excluding salaries of Iraqi civil servants.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

4. The Administrator may require withdrawals from the Grant Account to be made on the basis of statements of expenditure for expenditures for: (i) works under contracts costing less than $200,000 equivalent each; (ii) goods under contracts costing less than $100,000 equivalent each; (iii) services under contracts costing less than $100,000 equivalent for consulting firms; (iv) services under contracts costing less than $50,000 equivalent for individual consultants; (v) Operating Costs; and (vi) training; all under such terms and conditions as the Administrator shall specify by notice to the Recipient.
SCHEDULE 2

Description of the Project

The objective of the Project is to support the delivery of improved rehabilitation and prosthetic services that reduce the burden of physical disability.

The Project consists of the following Parts, subject to such modifications thereof as the Recipient and the Administrator may agree upon from time to time to achieve such objective.

Part A: Policy Development and Partnerships

1. Establishment of a multisectoral DWG and development of a national policy and legislative framework for the disabled.

2. Support of an assessment of NGOs involved in disabilities in Iraq to determine the kinds of services NGOs currently provide; support of activities, including conferences and workshops, designed to enhance partnerships; identification of areas of potential cooperation between the government and NGOs; and support of capacity building of NGOs, including registration of the disabled, distribution of wheelchairs, community-based surveys, and public awareness activities.

3. Implementation of a public awareness campaign to sensitize the public to the needs of the disabled.

Part B: Delivery of Services to Disabled Persons

1. Construction of new rehabilitation centers and workshops for production of prostheses and orthoses, and renovation of selected existing centers and workshops.

2. Provision of specialized equipment and materials for prosthetic workshops, equipment for rehabilitation centers, medical aids (such as wheelchairs and walking aids), computer workstations for management and registration of beneficiaries, and office equipment and furniture for the selected locations.

3. Provision of training activities to improve the services for physical rehabilitation, including: (i) specialized training for production and fitting of prostheses; (ii) training for physiotherapists; (iii) management training for workshop and rehabilitation center managers; and (iv) specialized training in physical therapy for hospital based physicians.
Part C: Project Management

Project management and support activities necessary for effective implementation of the Project, including: (i) the provision of office equipment, supplies and vehicles; (ii) the provision of technical assistance; (iii) the provision of training for PMT staff in project management, procurement and financial management; and (iv) the carrying out of annual external audits of the Project’s records and accounts.

* * *

The Project is expected to be completed by September 30, 2007.
SCHEDULE 3

Procurement

Section I. General

A. All goods, works and services (other than consultants’ services) shall be procured in accordance with the provisions of Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” dated May 2004 (the Procurement Guidelines), and with the provisions of this Schedule.

B. All consultants’ services shall be procured in accordance with Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” dated May 2004 (the Consultant Guidelines), and with the provisions of this Schedule.

C. The capitalized terms used below in this Schedule to describe particular procurement methods or methods of review by the Administrator of particular contracts, have the meanings ascribed to them in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

Section II. Particular Methods of Procurement of Goods, Works and Services (other than Consultants’ Services)

A. International Competitive Bidding

Except as otherwise provided in Part B of this Section, contracts for goods and works shall be awarded on the basis of International Competitive Bidding.

B. Other Procurement Procedures

1. (a) National Competitive Bidding

Goods estimated to cost less than $200,000 equivalent per contract and works estimated to cost less than $2,500,000 equivalent per contract may be procured under contracts awarded on the basis of National Competitive Bidding and the following additional provisions set out in subparagraph (b) of this paragraph.

(b) Additional Provisions for National Competitive Bidding

In order to ensure economy, efficiency, transparency and broad consistency with the provisions of Section I of the Procurement Guidelines, the following criteria shall be followed in procurement under National Competitive Bidding procedures:

(i) Standard bidding documents approved by the Administrator shall be used.
(ii) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least 28 days prior to the deadline for the submission of bids.

(iii) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.

(iv) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.

(v) Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders.

(vi) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion.

(vii) Bidders may deliver bids, at their option, either in person or by courier service or by mail.

(viii) Bids shall be opened in public in one place preferably immediately, but no later than one hour, after the deadline for submission of bids.

(ix) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Administrator.

(x) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Administrator.

(xi) Contracts shall be awarded to the lowest evaluated bidders within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.

(xii) Extension of bid validity shall not be allowed without the prior concurrence of the Administrator: (A) for the first request for extension if it is longer than eight weeks; and (B) for all subsequent requests for extensions irrespective of the period.
(xiii) Negotiations shall not be allowed with the lowest evaluated or any other bidders.

(xiv) Re-bidding shall not be carried out without the Administrator’s prior concurrence.

(xv) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor’s or a supplier’s performance security shall apply to a specific contract under which it was furnished.

2. **Shopping**

Goods and works estimated to cost less than $100,000 equivalent per contract may be procured under contracts awarded on the basis of Shopping.

3. **Direct Contracting**

Goods which the Administrator agrees meet the requirements for Direct Contracting may be procured in accordance with the provisions for Direct Contracting.

Section III. **Particular Methods of Procurement of Consultants’ Services**

A. **Quality- and Cost-based Selection**

Except as otherwise provided in Part B of this Section, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection. For purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than $200,000 equivalent per contract may comprise entirely national consultants.

B. **Other Procedures**

1. **Quality-based Selection**

Services for assignments which the Administrator agrees meet the requirements set forth in paragraph 3.2 of the Consultant Guidelines may be procured under contracts awarded on the basis of Quality-based Selection in accordance with the provisions of paragraphs 3.1 through 3.4 of the Consultant Guidelines.

2. **Selection Based on Consultants’ Qualifications**

Services estimated to cost less than $200,000 equivalent per contract, and services of a procurement consulting firm, may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1, 3.7 and 3.8 of the Consultant Guidelines.
3. **Least-cost Selection**

Services for assignments which the Administrator agrees meet the requirements of paragraph 3.6 of the Consultant Guidelines may be procured under contracts awarded on the basis of Least-cost Selection in accordance with the provisions of paragraphs 3.1 and 3.6 of the Consultant Guidelines.

4. **Single Source Selection**

Services for tasks in circumstances which meet the requirements of paragraph 3.10 of the Consultant Guidelines for Single Source Selection may, with the Administrator's prior agreement, be procured in accordance with the provisions of paragraphs 3.9 through 3.13 of the Consultant Guidelines.

5. **Individual Consultants**

Services for assignments that meet the requirements set forth in the first sentence of paragraph 5.1 of the Consultant Guidelines may be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.2 and 5.3 of the Consultant Guidelines. Under the circumstances described in paragraph 5.4 of the Consultant Guidelines, such contracts may be awarded to individual consultants on a sole-source basis in accordance with the provisions of said paragraph 5.4, subject to prior approval of the Administrator.

**Section IV. Review by the Administrator of Procurement Decisions**

1. Except as the Administrator shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Administrator:

   (a) each contract for goods and works procured on the basis of International Competitive Bidding;

   (b) (i) the first three contracts for goods or works, regardless of value, procured on the basis of National Competitive Bidding, (ii) each contract for goods estimated to cost the equivalent of $100,000 or more, procured on the basis of National Competitive Bidding, and (iii) each contract for works estimated to cost the equivalent of $200,000 or more, procured on the basis of National Competitive Bidding;

   (c) the first three contracts for goods or works, regardless of value, procured on the basis of Shopping;

   (d) each contract for goods procured through Direct Contracting; and

   (e) (i) the first three contracts for firms and individual consultants regardless of value; (ii) each contract for firms estimated to cost the equivalent of $100,000 or more;
and (iii) each contract for individual consultants estimated to cost the equivalent of $50,000 or more; and

2. All other contracts shall be subject to Post Review by the Administrator.
SCHEDULE 4

Implementation Program

A. Institutional Arrangements and Project Implementation

1. (a) The Recipient shall, not later than February 28, 2006, prepare a Project Implementation Manual in a form and substance satisfactory to the Administrator. The Project Implementation Manual shall set out details of all procedures, guidelines, timetables and criteria required for the Project, including the technical, financial, environmental, social and operational arrangements for the carrying out of the Project.

(b) The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual, and except as the Administrator shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Implementation Manual if, in the opinion of the Administrator, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.

2. (a) The Recipient shall, not later than January 31, 2006 establish, and thereafter maintain, PMT with functions, staffing and resources satisfactory to the Administrator. PMT shall be headed by a PMT project director assisted by an adequate number of staff (including a technical coordinator, a procurement officer, a financial officer, an accountant, and technical staff). The project director and staff of PMT shall have qualifications and experience, and be appointed on terms and conditions, satisfactory to the Administrator.

(b) PMT shall be responsible for, inter alia: (i) the planning and coordination of all Project activities; (ii) financial management including accounting and disbursements; (iii) procurement of goods, works and services, including related contract management; and (iv) the monitoring and evaluation of Project activities.

3. (a) The Recipient shall, not later than March 31, 2006 establish, and thereafter maintain, DWG with functions, staffing and resources satisfactory to the Administrator. DWG’s membership shall include representatives of the Recipient, other relevant ministries and government agencies, the prime minister’s office and the national assembly, and representatives of the disabled.

(b) DWG shall be responsible for, inter alia: (i) undertaking surveys and data collection necessary for the development of a national policy and legislative framework for the disabled; (ii) developing a national policy and legislative framework for the disabled; (iii) facilitating coordination among relevant ministries, government agencies and representatives of the disabled for that purpose and other activities under the Project; and (iv) providing advisory services on policy issues relating to the Project.
B. Environmental and Social Safeguard Provisions

4. (a) The Recipient shall carry out the recommendations, and comply with the criteria, set out in the Environmental and Social Screening and Assessment Framework and, to that end, shall comply with the objectives, policies, procedures and other provisions set forth therein.

(b) The Recipient shall refrain from taking any action which shall prevent or interfere with its carrying out of, and compliance with, the said recommendations, criteria and other provisions.

(c) The Recipient shall ensure that the list of pesticides selected for use in the Project do not include persistent organic pesticides and WHO Category-1 pesticides and that all precautionary measures are taken before people use the facilities where pesticides were used.

C. Reports and Reviews

5. The Recipient shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators set out in Schedule 5 to this Agreement, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare on a quarterly basis, under terms of reference satisfactory to the Administrator, and furnish to the Administrator not later than one (1) month after the end of each calendar quarter, commencing March 31, 2006, a report integrating the results of the monitoring and evaluation activities performed pursuant to subparagraph (a) of this paragraph, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Administrator each report referred to in subparagraph (b) of this paragraph, not later than fifteen (15) calendar days after the date of receipt by the Administrator of such report, or such later date as the Administrator shall request, 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 Administrator’s views on the matter.
## SCHEDULE 5

**Performance Indicators**

| 1. Policy Development and Partnerships | **Policy Development**  
Policy framework for the disabled developed and adopted by Iraq.  

**Partnerships**  
At least 3 NGOs have an official agreement with Iraq to deliver services to disabled and their families. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Delivery of Services to the Disabled</td>
<td>Number of disabled persons who received prosthetic devices, medical aids and physical therapy from rehabilitation facilities.</td>
</tr>
<tr>
<td>3. Project Management and Monitoring and Evaluation</td>
<td>The Ministry of Health is capable of managing, supervising and monitoring the Project.</td>
</tr>
</tbody>
</table>