Financing Agreement

Great Lakes Emergency Sexual and Gender Based Violence and Women’s Health Project

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 25th, 2014
FINANCING AGREEMENT

AGREEMENT dated July 25, 2014, entered into between DEMOCRATIC REPUBLIC OF CONGO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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 forty seven million nine hundred fifty thousand Special Drawing Rights (SDR 47,950,000) ("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 April 15 and October 15 each year.

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

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Components 1(b), 1(c), 2 and selected activities of Component 3 of the Project through CFEF, MoPH and MoGFC and shall cause Component 1(a), and selected activities of Component 3 of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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 the Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

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

5.04. 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 years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister in charge of finance.

6.02. The Recipient’s Address is:

Ministry of Finance
Boulevard du 30 Juin
Commune de la Gombe
Kinshasa 1, Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 99 39 000 39

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 Kinshasa, DRC, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By

Authorized Representative

Name: Patricia Muamba
Title: Minister of Defence

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Makhtar Diop
Title: Vice President
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) expand the provision of services to mitigate the short and medium term impact of sexual and gender based violence; and (ii) expand utilization of a package of health interventions targeted to poor and vulnerable females.

The Project consists of the following parts:

Component 1: Holistic Support to Survivors of Sexual and Gender Based Violence and Violence Prevention

Support the Recipient to deliver an integrated package of short and medium term assistance to survivors of SGBV at both community and health facility levels while promoting gender equality, behavioral change and violence prevention in the Intervention Zones.

(a) Integrated Support for Survivors of SGBV and Prevention of Violence at Community Level by: (i) supporting case management, rapid initial support and referral; (ii) providing mental health and psychosocial support; (iii) providing legal aid; (iv) providing support for economic empowerment; (v) supporting awareness building and advocacy for behavioral change through activities that promote gender equality, behavioral change and violence prevention, including sexual violence; (vi) supporting and strengthening integrated service delivery systems in community based organizations; and (vii) pilot approaches to work with perpetrators.

(b) Integrated Support for Survivors of SGBV at Health Facility Level by strengthening the health system at all levels (health centers, general referral hospitals and referral hospitals at the provincial level) to boost technical capacity to improve: (i) clinical care, case management, rapid initial response, and referrals; (ii) mental health care; (iii) medico-legal support and forensic support; (iv) provision of post exposure prophylaxis, emergency kits, surgery equipment and medical consumables to boost the technical capacity of general referral hospitals to deliver specialized quality services, and (v) specialized training in clinical care, mental health, judicial-medical support, including collection of forensic evidence, and use of screening tools.

(c) Existing Integrated Centers of Excellence in the North Kivu and South Kivu to: (i) provide medical services, including for the most complex cases, (ii) conduct forensic evidence collection and analysis; (iii) provide support for legal services; (iv) provide facility based
counseling; (v) provide support to survivors and their children rejected by their families; (vi) conduct mobile clinics; (vii) provide training and capacity building; and (viii) conduct related research on SGBV.

Component 2: High Impact Basic Health Services

Support the Recipient to expand utilization and quality of a package of health interventions targeted to underserved areas and poor and vulnerable females through:

(a) **Improved Utilization and Quality of Health Services**, including: (i) the provision of PBF Grants to Health Facilities, conditional on the quantity and quality of health services delivered, as stipulated in PBF Performance Contracts; (ii) the funding of the initial replenishment of essential drugs; and (iii) the strengthening of regulatory capacities at the provincial, district and local levels through PBF Performance Contracts with Health Authorities.

(b) **Improved Access to Health Services for the Most Vulnerable** by: (i) conducting a household survey to identify constraints to accessing care; (ii) identifying the poorest households; and (iii) funding health services for identified poor in the targeted Health Facilities.

(c) **Strengthened Performance Purchasing Agencies** by: (i) financing their management and operating costs; and (ii) funding a web-based application to ensure transparency.

Component 3: Regional and National Knowledge Sharing, Research and Capacity Building

Support the Recipient to improve:

(a) **Regional and National Knowledge Sharing and Capacity Building** by: (i) documenting and sharing innovative activities to promote gender equality, address SGBV, and strengthen maternal health through PBF; (ii) funding study tours to neighboring countries (including on issues related to SGBV and PBF); (iii) promoting knowledge sharing at the regional and national levels, including supporting or participating annually in a regional learning events on SGBV and PBF; and (iv) participating in high quality regional training programs.

(b) **Research and Surveys** on various thematic areas, such as: (i) understanding the underlying causes of SGBV; (ii) assessing the impact of selected service delivery models for survivors of SGBV and for women of reproductive age through quantitative and qualitative
surveys; (iii) evaluating the effectiveness of screening tools for early identification and referral of women at risk; (iv) understanding the effects of interventions aimed at changing behaviors and norms to promote violence prevention and gender equality; (v) conducting research by SGBV centers of excellence, (vi) assessing the impact of introducing community score cards; and (vii) assessing the impact of interventions aimed at perpetrators.

(c) **Communications**, including: (i) development and implementation of a national communication strategy; (ii) support to mount media campaigns during the yearly Sixteen Days of Activism Against Sexual and Gender Based Violence; (iii) the installation of video conferencing facilities at participating hospitals and ministries to facilitate communications within the Recipient’s territory and across neighboring countries; and (iv) support the MoGFC to develop and implement a communications strategy to disseminate of the forthcoming Recipient’s family code.

(d) **Project Management**, including support to carry out efficient and effective coordination, fiduciary management, monitoring and evaluation at national and local levels of Project activities through technical assistance, institutional strengthening and equipment.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Recipient shall:

1. maintain, throughout the period of Project implementation, the Steering Committee to provide overall strategic direction; approve the Annual Work Program; and ensure consistency with the Recipient’s policies and strategies, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual; and

2. maintain, throughout the period of Project implementation, the CFEF to run the day-to-day management and coordination of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.

B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget (“Annual Work Program”).

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

3. Only those activities which are included in an Annual Work Program shall be implemented. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

C. Subsidiary Agreement

1. To facilitate the carrying out of Components 1(a), and selected activities under Component 3 of the Project, the Project Implementing Entity shall execute a
subsidiary agreement with the Recipient under grant terms and conditions approved by the Association ("Subsidiary Agreement").

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect its interests and those of the Association to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

D. Anti-Corruption

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

E. Service Contracts

1. To facilitate the carrying out of Component 1(c) of the Project, the Recipient shall no later than two months after the Effective Date execute and thereafter maintain, service contracts with Panzi Foundation and Heal Africa under grant terms and conditions approved by the Association ("Service Contracts").

2. The Recipient shall exercise its rights under the Service Contracts in such manner as to protect its interests and those of the Association to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Service Contracts or any of their provisions. In case of any conflict between the terms of the Service Contracts and the terms of this Agreement, the terms of this Agreement shall prevail.

F. PBF Agreements and PBF Performance Contracts

1. To facilitate the carrying out of Component 2 of the Project, the Recipient shall:

   (a) sign PBF Agreements with the Performance Purchasing Agencies, under terms and conditions approved by the Association, as further described in the Project Implementation Manual, including the revised PBF Manuals ("PBF Agreements").

   (b) cause the Performance Purchasing Agencies to sign PBF Performance Contracts with Health Facilities and Health Authorities in North Kivu and South Kivu in order to allow for said Health Facilities and Health Authorities to receive PBF Grants for health services delivered on a quarterly basis, including terms and conditions approved by the Association, as further described in the Project Implementation Manual including the revised PBF Manuals ("Performance Contracts").
2. The Recipient shall:

(a) exercise its rights under the PBF Agreements in such manner as to protect its interests and those of the Association to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the PBF Agreements or any of their provisions. In case of any conflict between the terms of the PBF Agreements and the terms of this Agreement, the terms of this Agreement shall prevail.

(b) cause the Performance Purchasing Agencies to exercise their rights under the Performance Contracts in such manner as to protect the interests of the Recipient and the Association to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Performance Contracts or any of their provisions. In case of any conflict between the terms of the Performance Contracts and the terms of this Agreement, the terms of this Agreement shall prevail.

G. Project Implementation Manual and Safeguard Documents

1. The Recipient shall cause the Project to be carried out in accordance with the provisions of the Project Implementation Manual and of the Safeguard Documents.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, the Safeguard Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual or the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not allow any physical or construction activity to commence before the provisions and conditions set out in the Recipient’s Environmental and Social Action Plan have been fully met to the satisfaction of the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient, through the CFEF and in coordination with the MoPH, MoGFC, and the Project Implementing Entity, 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 and set forth in the Project Implementation Manual. Each
Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than four weeks after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

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 days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have the Financial Statements related to the Project audited, in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements related to the Project shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for the Project for each such period shall be furnished to the Association not later than six 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions referred to in subparagraph 3 below; (b) Shopping; (c) Direct Contracting; (d) Community Participation procedures which have been found acceptable to the Association; and (e) Procurement from United Nations Agencies.

3. Additional Provisions for National Competitive Bidding

National Competitive Bidding may be used subject to using the open procedure ("appel d’offres ouvert") set forth in the Recipient’s Public Procurement Law No. 10/010 dated April 27, 2010 (the “PPL”) and the Manual of Procedures of the PPL as per Recipient’s Decree No. 10/22 dated June 2, 2010 (the “Manual of Procedures”); provided, however, that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

(a) Standard Bidding Documents: All standard bidding documents to be used for the Project under NCB shall be found acceptable to the Association before their use during the implementation of Project.

(b) Eligibility: Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process.

(c) Advertising and Bid Preparation Time: Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the
website of the Recipient's Procurement Regulator (Autorité de Régulation des Marchés Publics) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later.

(d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents.

(e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no "blanket" limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents.

(f) **Preferences:** No preference shall be given to domestic/regional bidders, to domestically/regionally manufactured goods, and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient.

(g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient's Procurement Regulator (Autorité de Régulation des Marchés Publics) web-site.

(h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance.

(j) **Requirement for administrative documents and/or tax clearance certificate:** The bidding documents shall not require foreign bidders to
produce any administrative or tax related certificates prior to confirmation of awarding a contract.

(k) **Modifications of a Signed Contract:** Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done through an amendment to the signed contract instead of signing a new contract.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection:** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Quality-based Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (g) Single-source procedures for the Selection of Individual Consultants; and (h) Selection of United Nations Agencies.

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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Works, Non-Consulting Services, Consultants' Services, Operating Costs, Workshops and Training for the Project</td>
<td>27,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) PBF Grants under PBF Performance Contracts</td>
<td>16,650,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>3,900,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>47,950,000</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 under Category (1) prior to the date of this Agreement; and
   (b) for payments made under Category (2) unless the Association has received the PBF Agreements, at least one PBF Performance Contract and the revised PBF Manuals, all in form and substance satisfactory to the Association.

2. The Closing Date is June 30, 2018.

Section V. Other Undertakings

1. By July 1, 2016, or such other date as the Association shall agree upon, the Recipient shall: (i) carry out jointly with the Project Implementing Entity and the Association, a mid-term review of the implementation of operations under the
Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. On or before three months after the Effective Date, the Recipient shall adopt and cause the Project Implementing Entity to adopt and furnish to the Association the Project Implementation Manual and the Safeguard Documents all in form and substance satisfactory to the Association.
APPENDIX

Definitions

1. “AAP” means Agence d’Achat des Performances in South Kivu, as established and operating under the Recipient’s Arrêté ministériel No. 058/CAB/MIN/J&DH/2012 dated October 31, 2012.

2. “Annual Work Program” means the annual work program to be prepared by the Recipient, through the CFEF, in cooperation with the MoPH, the Project Implementing Entity, MoGFC as well as Panzi Foundation and Heal Africa not later than November 30 in each calendar year during Project implementation.


4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

5. “CFEF” means Cellule d’Exécution des Financements en faveur des Etats Fragiles, a unit within the administrative structure of the Recipient’s MoF, in charge of the day-to-day management, and coordination of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.


7. “Coordination Team” means “Coordination Générale” within the administrative structure of the Project Implementing Entity in charge of the day-to-day management and implementation of Component 1(a) and selected activities of Component 3 of the Project.

8. “Environmental and Social Action Plan” means the document dated June 26, 2014 adopted by the Recipient which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse social and environmental impacts of the Project, as published and available to the public on the website www.worldbank.org, www.fondsocial.cd, and www.drc.gov as the same may be amended from time to time with the Association prior written approval.

9. “Environment and Social Management Plan” means the document to be adopted by the Recipient, which: (i) sets out the modalities to be followed by the
Recipient in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, inter alia, of sections dealing with environmental and social screening processes for the Project, as published and available to the public on the website www.fondsocial.cd, and www.drc.gov, as the same may be amended from time to time with the Association prior written approval.


12. “Heal Africa” means a non-governmental organization created in 2005 whose mission is to partner with communities in the Recipient’s territory to transform the status of women and bring community life back into balance through a full-service training hospital in Goma, community-based initiatives in public health, community development and conflict resolution to restore health, build hope, and help create a better future for all people.

13. “Health Authorities” means the provincial health authorities in North Kivu and South Kivu responsible for regulatory functions, i.e. the provincial health directorates, the district health teams, and the health zone teams.

14. “Health Facilities” means the health facilities in North Kivu and South Kivu responsible for health services under the supervision of the Health Authorities.

15. “Indigenous Peoples Plan” means the document to be adopted by the Recipient and the Project Implementing Entity, which: (i) outlines measures to ensure culturally appropriate social and economic benefits under the Project and avoid, minimize, or mitigate or compensate for any potential adverse effects associated with activities to be implemented under the Grant; and (ii) consists, inter alia, of sections dealing with social screening processes for the Project, as published and available to the public on the www.fondsocial.cd, and www.drc.gov, as the same may be amended from time with the Association prior written approval.

16. “Intervention Zones” means the following regional zones in the Recipient’s territory: Fizi, Kimbi Lulenge, Lulingu, Minova, Kayna, Kaniola and Shabunda in South Kivu and Birambizo, Binza, Kirotche, Nyiragongo, Alimbongo, Mahalako, Lemera, Rwanguba and Ruthchuru, as well as other territories in the North Kivu and South Kivu.
17. "Medical Waste Management Plan" means the document to be adopted by the Recipient and the Project Implementing Entity, which sets out the modalities to be followed by the Recipient and the Project Implementing Entity in assessing, reducing or mitigating the adverse impacts of medical waste management, as published and available to the public on the websites www.fondsocial.cd, and www.drc.gov, as the same may be amended from time to time with the Association prior written approval.

18. "MoF" means the Recipient’s Ministry in charge of finance or any successor thereto.

19. "MoGFC" means the Recipient’s Ministry in charge of gender, family and children or any successor thereto.

20. "MoPH" means the Recipient’s Ministry in charge of health or any successor thereto.

21. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for CFEF, MoPH, MoGFC and the Project Implementing Entity, but excluding salaries of the Recipient’s civil servants and the Project Implementing Entity’s consultants.

22. "Panzi Foundation" means a foundation established in 2008 to help survivors of gender-based violence and their dependents; fight against sexual violence; support the activities of the Panzi hospital; increase access to health care, in particular maternal health, especially for the poorer part of the population and promote and protect the rights of women in the territory of the Recipient.

23. "PBF" means performance-based financing, a financing approach where payments are conditional on performance.

24. "PBF Agreements" means the agreements between the Recipient and the Performance Purchasing Agencies for the implementation of Component 2 of the Project, under terms and conditions approved by the Association, as further described in the Project Implementation Manual, including the revised PBF Manuals.

25. "PBF Grants" means financial amounts received quarterly by Health Facilities and Health Authorities in North Kivu and South Kivu for health services
delivered on a quarterly basis, including terms and conditions approved by the Association, as further described in the Project Implementation Manual including the revised PBF Manuals.

26. “PBF Manuals” means the documents to be adopted by the Performance Purchasing Agencies which describe the operational procedures for contracting Health Facilities and Health Authorities in North Kivu and South Kivu.

27. “PBF Performance Contracts” means the contracts between the Performance Purchasing Agencies and the Health Facilities and Health Authorities in the North Kivu and South Kivu, setting forth the terms and conditions under which proceeds of the Financing are to be made available to said Health Facilities and Health Authorities through PBF Grants for health services, as further detailed in the Project Implementation Manual and the revised PBF Manuals.


29. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association and on behalf of the Recipient on May 6, 2014.


31. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated June 6, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

32. “Project Implementation Manual” means a manual to be adopted by the Recipient and the Project Implementing Entity and found satisfactory to the Association and which shall contain, inter alia: (i) the terms of reference, functions and responsibilities for the members or personnel of the Project Implementing Entity’s Coordination Team, the CFEF and the Steering Committee, as well as MoPH, MoGFC, Heal Africa and Panzi Foundation; (ii) the procedures for procurement of goods, works, non-consulting services, consultants’ services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; (v) the communication strategy for the Project;
and (vi) the Safeguard Documents and the PBF Manuals, as said manuals may be amended from time to time with the Association’s prior approval.

33. “Project Implementing Entity” means “Fonds Social de la République Démocratique du Congo”, the Recipient’s Social Fund, a public entity established for the purpose of, inter alia, improving the conditions of living of the population and of access to social services as well as to support income generation and employment to alleviate poverty and promote social and economic development.


36. “Service Contracts” means the contracts to be signed between the Recipient on the one hand and Heal Africa and Panzi Foundation, on the other hand pursuant to which the Recipient shall make part of the proceeds of the Financing available to Heal Africa and Panzi Foundation for the carrying out of Component 1(c) and selected activities of Component 3 of the Project, as further detailed in the Project Implementation Manual.

37. “Sixteen Days of Activism Against Sexual and Gender Based Violence” means an international campaign that starts on 25 November, International Day for the Elimination of Violence against Women, and ends on 10 December, Human Rights Day, in order to raise awareness about SGBV at the local, national, regional and international levels.

38. “Steering Committee” means a steering committee established and operating under the Recipient’s Prime Minister Decree No. 13/048 dated October 6, 2013 to provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient’s policies and strategies, as further described in the Project Implementation Manual.

39. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity for the implementation of Component 1(a) and selected activities of Component 3 of the Project by the Project Implementing Entity.

“Workshops and Training” means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.