
CREDIT NUMBER 5572-ZR
GRANT NUMBER D021-ZR

Financing Agreement

(Health System Strengthening for Better Maternal and
Child Health Results Project)

Between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *January 20*, 2015

CREDIT NUMBER 5572-ZR
GRANT NUMBER D021-ZR

FINANCING AGREEMENT

AGREEMENT dated January 20, 2015, 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 and a credit (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to sixty million and nine hundred thousand Special Drawing Rights (SDR60,900,000) ("Grant"); and
 - (b) an amount equivalent to eighty eight million Special Drawing Rights (SDR88,000,000) ("Credit").
- 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient, through MOPH, declares its commitment to the objective of the Project and the PNDS Program. To this end, the Recipient shall carry out the Project through MOPH in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) any legislative and regulatory texts governing the operations of MOPH or any other entity involved in the implementation of the Project shall have been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the implementation of the Project; and
 - (b) a situation has arisen which shall make it improbable that the PNDS Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following namely, that the events specified in Section 4.01 of this Agreement occur and are continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following, namely that the HRITF Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. The Effectiveness Deadline is the date one hundred (120) days after the date of this Agreement.
- 5.03. 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 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:

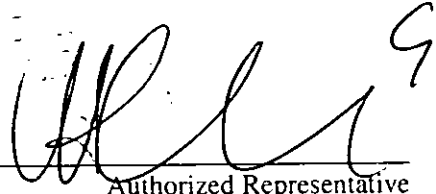
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

| | | |
|-----------------------------|--------------|----------------|
| Cable: | Telex: | Facsimile: |
| INDEVAS Washington, D.C. | 248423 (MCI) | 1-202-477-6391 |

AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By



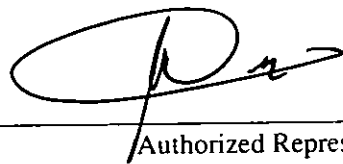
Authorized Representative

Name: Henri YAV OVLANG

Title: Ministre des Finances

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: A. Moustapha Ndiaye

Title: Country Director.

SCHEDULE 1

Project Description

The objective of the Project is to improve utilization and quality of maternal and child health services in targeted areas within the Recipient's territory.

The Project consists of the following parts:

Part 1: Improve Utilization and Quality of Health Services at Health Facilities through Performance Based Financing

Support the Recipient to use PBF for the provision of a Package of Priority Health Services with a focus on maternal and child health services.

Part 2: Improve Governance, Purchasing and Coaching and Strengthen Health Administration Directorates and Services through Performance Based Financing

Support the Recipient to strengthen:

- (a) the capacity, *inter alia*, of selected Health Administration Directorates and Services within MOPH, the Health Verification Teams and civil society organizations, for PBF administration, management and internal verification and for delivery of PBF capacity development activities; and
- (b) the capacity of ACVE PBF external verification, through the provision of technical advisory services, goods, non-consulting services, Operating Costs, Training and Workshops.

Part 3: Strengthen Health System Performance Financing, Health Policy, and Surveillance Capacities

Support the Recipient to:

- (a) implement activities to reinforce health reform processes, including strengthening healthcare financing policy and practice through, *inter alia*: (i) the improvement of health system planning and budgeting processes at the national and decentralized levels through the use of mid-term expenditure frameworks; (ii) the provision of support to the design and development of national health financing and universal health care strategies; (iii) the strengthening of the capacity of MOPH in the oversight, management and delivery of health care; and (iv) the preparation and implementation of the Recipient's Ebola preparedness plan;
- (b) strengthen monitoring and evaluation mechanisms in the health sector, notably through the provision of support to the health management information systems

and CT-FBR Units implementing an appropriate ICT solutions program to ensure interoperability of web-based information technology systems for the creation of integrated e-health architecture; and

- (c) carry out effective and efficient Project management to ensure overall coordination and monitoring of the activities to be implemented under the Project.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Recipient shall:

1. designate MOPH, throughout the period of Project implementation, to be responsible for prompt and efficient oversight, coordination and management of the implementation of activities under the Project, and take all actions, including, the provision of funding, personnel and other resources necessary to enable said MOPH to perform said functions, as further described in the Project Implementation Manual;
2. maintain throughout the period of Project implementation the PNDS National Steering Committee to provide strategic and policy guidance and approve the Annual Work Program, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual;
3. maintain throughout the period of Project implementation the CS&E Committee to assess the performance of the Health Administration Directorates and Services under Part 2 of the Project, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual;
4. maintain throughout the period of Project implementation the DEP 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;
5. maintain throughout the period of Project implementation the CT-FBR in DEP to provide the technical assistance to DEP needed to implement the PBF activities as well as other policy guidance related to PBF approaches under the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual; and
6. maintain throughout the period of Project implementation the EUPs to carry out internal verification, training and supervision activities for the Project at the provincial level, 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. Anti-Corruption

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

D. Verification

1. *Internal Verification*

The Recipient shall, under terms of reference acceptable to the Association as further detailed in the PBF Manual, ensure that the EUPs verify on a quarterly basis: (a) the quality and quantity of the Package of Priority Health Services delivered under Part 1 of the Project; and (b) in cooperation with the CS&E Committee, the performance of implementing Health Administration Directorates and Services at the decentralized level under the Performance Frameworks, under Part 2 of the Project.

2. *External Verification*

The Recipient shall hire under terms of reference satisfactory to the Association as further detailed in the PBF Manual and no later than six months after the Effective Date in accordance with the provisions of Section III of this Schedule, as needed, ACVE to conduct independent annual verifications of: (a) the Package of Priority Health Services delivered under Part 1 of the Project; and (b) the performance of implementing agencies (including Health Administration Directorates and Services) under the Performance Frameworks of Part 2 of the Project.

E. PBF Grants

1. To facilitate the carrying out of Parts 1 and 2 of the Project, the Recipient shall:
 - (a) sign grant agreements with Health Administrative Directorates and Services or Health Facilities,, under terms and conditions approved by the Association, as further described in the PBF Manual (“PBF Grants”).
 - (b) exercise its rights under the PBF Grants in such manner as to protect its interests and those of 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 Grants or any of their provisions. In case of any conflict between the terms of the PBF Grants and the terms of this Agreement, the terms of this Agreement shall prevail.

G. Project Implementation Manual, PBF 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, the PBF 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 PBF Manual and 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, the PBF Manual or the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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 set forth in the Project Implementation Manual and found acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five days 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 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 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 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 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

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

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

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) 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; (e) Procurement from United Nations Agencies; (f) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (g) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association.
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; and
- (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 and of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Credit Allocated (expressed in SDR) | Percentage of Expenditures to be Financed by the Credit (inclusive of Taxes) | Amount of the Grant Allocated (expressed in SDR) | Percentage of Expenditures to be Financed by the Grant (inclusive of Taxes) |
|--|---|--|--|---|
| (1) PBF Grants for Parts 1 and 2 of the Project | 75,600,000 | 59% | 45,700,000 | 36% |
| (2) Goods non-consulting services, consultants' services, Operational Costs, Training and Workshops for the Project (except for Part 3(a)(iv) of the Project) | 9,900,000 | 100% | 0 | 0% |
| (3) Goods non-consulting services, consultants' services, Operational Costs, Training and Workshops for the Recipient's Ebola preparedness plan under Part 3(a)(iv) of the Project | 0 | 0% | 13,500,000 | 100% |
| (4) Refund of Preparation Advance | 2,500,000 | Amount payable pursuant to Section 2.07 of the General Conditions | 1,700,000 | Amount payable pursuant to Section 2.07 of the General Conditions |
| TOTAL AMOUNT | 88,000,000 | | 60,900,000 | |

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, except that withdrawals up to an aggregate amount not to exceed SDR13,500,000 may be made for payments made twelve months prior to this date, for Eligible Expenditures under Category (2);
 - (b) for payments made under Category (1), until and unless the PBF Manual has been adopted by the Recipient in form and substance satisfactory to the Association; and
 - (c) for payments made under Category (3), until and unless the Recipient's Ebola preparedness plan has been adopted by the Recipient in form and substance satisfactory to the Association.
2. The Closing Date is December 31, 2019.

Section V. Other Undertakings

1. By July 1, 2017, or such other date as the Association shall agree upon, the Recipient, through MOPH shall: (i) carry out jointly with DEP and CT-FBR, the EUPs 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 month after the Effective Date, the Recipient shall adopt the Project Implementation Manual and the revised Safeguard Documents all in form and substance satisfactory to the Association.
3. On or before three months after the Effective Date, the Recipient shall in accordance with the provisions of Section III of this Schedule and in form and substance satisfactory to the Association: (a) recruit a procurement specialist, a financial specialist and an accountant to support the management of the Project as well as the independent auditor for the Project; all with terms of reference, qualification and experience satisfactory to the Association; and (b) install a financial management computerized software for the Project.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|--|--|
| On each April 15 and October 15, commencing April 15, 2021 to and including October 15, 2052 | 1.5625% |

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

APPENDIX

Definitions

1. “ACVE” means *Agence de Contre-Verification Externe*, the entity in charge of carrying out the external verification of services delivered under the Parts 1 and 2 of the Project under a service contract with the Recipient.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
3. “Annual Work Program” means the annual work program to be prepared by the Recipient, through DEP 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. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
6. “CS&E Committee” means a *Cellule de Suivi et d’Evaluation*, a unit established and operating under the Recipient’s MOPH, as further described in the Project Implementation Manual.
7. “CT-FBR” means *Cellule Technique–Financement Basé sur le Résultat*, a unit within the administrative structure of the Recipient’s MOPH, under the responsibility of DEP to provide technical guidance to Project activities related to PBF.
8. “DEP” means *Direction d’Etude et de Plannification*, the planning and monitoring unit of MOPH, 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.
9. “EUPs” means *Etablissements d’Utilité Publique*, established and operating under the Recipient’s Law No. 004-2001 dated July 20, 2001 and which will serve as the performance purchasing agencies at the provincial level under Parts 1 and 2 of the Project.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.

11. "Health Administrative Directorates and Services" means all the health administrative directorates and services in the Recipient's MOPH at all levels.
12. "Health Facilities" means the health facilities in the Recipient's territory responsible for delivering health services, including the Package of Priority Health Services under the supervision of MOPH.
13. "Health Verification Teams" means the teams hired by the EUPs responsible for verifying the quality and quantity of services and performance under Parts 1 and 2 of the Project.
14. "HRITF" or "Health Results Innovation Trust Fund" means the trust fund established in December 2007 by various donors to support results-based financing approaches in the health sector for the achievement the health millenium development goals.
15. "HRITF Grant Agreement" means the agreement of even date herewith between the Recipient and the Association acting as administrator of the Multi-Donor Trust Fund for Health Results Innovation providing for a grant in an amount of ten million dollars (\$10,000,000) to assist in financing the Project.
16. "ICT" means information and communication technology.
17. "Indigenous Peoples Planning Framework" means the Recipient's document, to be disclosed in country on the website www.drc.gov and at the World Bank's *Infoshop* , outlining measures to ensure culturally appropriate social and economic benefits for indigenous peoples under the Project and avoidance, minimization, or mitigation of or compensation for any potential adverse effects on them associated with activities to be implemented under the Project, as shall have been agreed with the Association for purposes of Project implementation, as the same may be updated from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said framework.
18. "Medical Waste Management Plan" means the document to be adopted by the Recipient, which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse impacts of medical waste management, as published and available to the public on the website www.drc.gov, as the same may be updated from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to said plan.
19. "MOPH" means the Recipient's Ministry in charge of public health or any successor thereto.
20. "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 supervisory and quality control activities; and (viii) salaries of support staff for CT-FBR and DEP, but excluding salaries of the Recipient's civil servants.

21. "Package of Priority Health Services" means the package of health services defined in the PBF Manual and pursuant to which a PBF Grant shall be made to Health Facilities under Part 1 of the Project.
22. "PBF" means performance-based financing, a financing approach where payments are conditional on quality and quantity of services performed under Parts 1 and 2 of the Project.
23. "PBF Grants" means the grant agreements between the Recipient and the Health Administrative Directorates and Services as well as Health Facilities for the implementation of Part 1 and 2 of the Project, under terms and conditions approved by the Association, as further described in the PBF Manual.
24. "PBF Manual" means the document to be adopted by the Recipient and which describes the operational procedures under Parts 1 and 2 of the Project.
25. "Performance Framework" means performance contracts to be signed between different units of MOPH for the implementation of Part 2 of the Project as further detailed in the PBF Manual.
26. "PNDS Program" means *Plan National de Développement Sanitaire*, dated March 2010, the Recipient's multiannual national program designed to improve the health status of its population, or any successor program thereto.
27. "PNDS National Steering Committee" a steering committee established and operating under the Recipient's Decree No. 13/048 dated October 6, 2013 to provide strategic and policy guidance and approve the Annual Work Programs, as further described in the Project Implementation Manual.
28. "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 on November 17, 2014 and on behalf of the Recipient on November 25, 2014.
29. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).

30. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 10, 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. "Project Implementation Manual" means a manual to be adopted by the Recipient 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 CT-FBR, DEP, the EUPs, the PNDS National Steering Committee, and the CS&E Committee; (ii) the procedures for procurement of goods, non-consulting services, consultants' services, Operating 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 as said manual may be amended from time to time with the Association's prior approval.
31. "Safeguard Documents" means collectively: the Medical Waste Management Plan and the Indigenous Peoples Planning Framework.
32. "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.