

CONFORMED

TRUST FUND GRANT NUMBER TF099818

**Programmatic Trust Fund
for the
Spanish Program for Africa

Grant Agreement**

(Health Sector Support and Multi-Sectoral AIDS Project)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**acting as Administrator of the Programmatic Trust
Fund for the Spanish Program for Africa**

Dated August 9, 2011

TRUST FUND GRANT NUMBER TF099818

**PROGRAMMATIC TRUST FUND
FOR THE
SPANISH PROGRAM FOR AFRICA

GRANT AGREEMENT**

AGREEMENT dated August 9, 2011, entered into between BURKINA FASO (“Recipient”); and INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Programmatic Trust Fund for the Spanish Program for Africa.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to three million twenty-nine thousand one hundred fifty-eight Dollars (\$3,029,158) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:
 - (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental and corporate action; and
 - (b) the IDA Financing 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.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a) of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required

pursuant to Section 4.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient’s Representative; Addresses

- 5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible at the time for finance.

- 5.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Minister of Economy and Finance
Ministère de l’Economie et des Finances
03 BP 7050
Ouagadougou 03
Burkina Faso

Cable:	Telex:	Facsimile:
SEGEGOUV	5555	226-50-31-27-15

- 5.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions 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) or 64145 (MCI)	1-202-477-6391

AGREED at Ouagadougou, Burkina Faso, as of the day and year first above written.

BURKINA FASO

By //s// Lucien Marie Noel Bembamba
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Galina Sotirova
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve access and quality of priority human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) services.

The Project consists of the following part:

Part A: Health Laboratory Improvements

- (1) Refurbishing, furnishing and equipping of national and regional HIV/AIDS testing laboratories, including the HIV national reference laboratory, and of regional offices of the Secretariat, and provision of goods required for the purpose.
- (2) Coordination, monitoring and evaluation of the activities included in Part A(1) of the Project.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. National AIDS and STI Council

1. The Recipient shall maintain, throughout the implementation of the Project, its National AIDS and STI Council, with mandate, composition and resources acceptable to the World Bank, to be responsible for providing overall strategic guidance for the Project (“NAIDSSTIC”).
2. To this end, the NAIDSSTIC shall be: (a) chaired by the Recipient’s President, and to be comprised of the ministers responsible for health and for social action serving as vice-chairs, and of representatives of the ministries involved in the Project; and (b) supported by a secretariat (“Secretariat”) whose terms of reference shall be acceptable to the World Bank, and which shall be assisted by qualified and experienced staff in adequate numbers, to be responsible for fiduciary aspects of the Project.
3. Without limitation on the foregoing, the Recipient shall, not later than three (3) months after the Effective Date, appoint to the Secretariat the following staff under terms of reference and with qualifications and experience satisfactory to the World Bank: (a) an internal auditor (*contrôleur interne*); and (b) a financial controller.

B. Project Manuals

1. The Recipient shall ensure that the Project is carried out in accordance with the Project Manuals and shall not amend or waive any provision of the Project Manuals without the World Bank’s prior written agreement.
2. In the event of any inconsistency between the provisions of the Project Manuals and this Agreement, the provisions of this Agreement shall govern.

C. Anti-Corruption

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

D. Safeguards

The Recipient shall ensure that the Project is carried out in accordance with the Medical Waste Management Plan.

E. Annual Work Programs

1. The Recipient shall, not later than December 15 in each Fiscal Year, prepare and furnish to the World Bank, an annual program of activities proposed for inclusion in the Project during the following Fiscal Year, including the types of expenditures required for such activities, and a proposed financing plan for such expenditures.
2. The Recipient shall exchange views with the World Bank on each such proposed annual work program, and shall thereafter adopt and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank.

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 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than three (3) months after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than June 30, 2015.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Together with each Project Report, the Recipient shall ensure that an interim unaudited financial report for the Project is prepared and furnished to the World Bank not later than (3) three months after the end of the calendar semester, covering such semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one Fiscal Year. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Non-consulting Services.** All goods and non-consulting services (including refurbishing) required for the Project and to be financed out of the proceeds of the Grant 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 Grant 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 World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<u>Procurement Method</u>
(a) National Competitive Bidding, subject to the following additional requirement: the Recipient shall use standard bidding documents acceptable to the World Bank.
(b) Shopping

(c) Direct Contracting

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Selection under a Fixed Budget
(b) Least-Cost Selection
(c) Selection Based on Consultants' Qualifications
(d) Single-Source Selection
(e) Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank 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 Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services (including refurbishing), and consultants' services under the Project	3,029,158	100%
TOTAL AMOUNT	3,029,158	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2012.

APPENDIX

Definitions

1. “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.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
4. “Effective Date” means the date referred to in Section 4.03 of this Agreement.
5. “Fiscal Year” means the calendar year.
6. “Medical Waste Management Plan” means the Recipient’s document entitled “*Actualisation du Plan de Gestion des Déchets biomédicaux*”, dated February 2011.
7. “IDA Financing Agreement” means the financing agreement related to the Project between the Recipient and IDA, dated the same date as this Agreement, as such financing agreement may be amended from time to time. “IDA Financing Agreement” includes all appendices, schedules and agreements supplemental to the IDA Financing Agreement.
8. “National AIDS and STI Council” and “NAIDSSTIC” means the council known as “*Conseil National de Lutte contre le SIDA et les IST*,” established by the Recipient pursuant to its Decree No. 2001-510/PRES/PM/MS dated October 1, 2001, modified by its Decree No. 2007-078/PRES/MP/MS/MASN dated February 14, 2001, as said decrees may be further amended from time to time.
9. “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” published by the Bank in January 2011.
10. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 26, 2011 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.

11. “Project Manuals” means the Recipient’s Project manuals entitled: (a) «*Manuel d’exécution et de gestion des fonds communs SIDA*», dated November 8, 2007; and (b) «*Manuel des procédures de gestion administrative, financière et comptable du SP/CNLS-IST* » dated June 2007.
12. “Secretariat” means the secretariat to the NAIDSSTIC, to be maintained in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.
13. “Standard Conditions” means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010.