**GRANT NUMBER E3570-BI** 

# **Financing Agreement**

(BDI Human Capital Development Project)

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF BURUNDI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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) apply to and form 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 a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to one hundred fifty-one million two hundred thousand Special Drawing Rights (SDR 151,200,000) ("Financing"), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The Payment Currency is Dollar.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out, through MSPLS, Parts 1.1, 2.3, 3.1(b) and 3.2 and, through MNESR, Parts 1.2, 2.1, 2.2, 3.1(a) and 3.2 of the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

#### ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the GPE 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:
  - (b) the Association is satisfied that the Recipient has an adequate refugee protection framework;
  - (c) the Project Implementation Manual ("PIM") has been adopted under terms and conditions and in a manner acceptable to the Association;
  - (d) the mandate of the MNESR PCT has been expanded to include the specificity of the Project; and
  - (e) the mandate of the MSPLS PCT has expanded to include the specificity of the Project.
- 4.02. The Effectiveness Deadline is the date one hundred and twenty days (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

#### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance, Budget and Economic Planning B.P. 1830, Bujumbura, Republic of Burundi; and (b) the Recipient's Electronic Address is:

Telex: E-mail:

MINIFINBDI <u>finances@finances.gov.bi</u>

- 5.03. For purposes of Section 11.01 of the General Conditions:
  - (a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile: E-mail:

248423 (MCI) 1-202-477-6391 <u>burundiwb@worldbank.org</u>

AGREED as of the Signature Date.

## REPUBLIC OF BURUNDI

By

## INTERNATIONAL DEVELOPMENT ASSOCIATION

 $\mathbf{B}\mathbf{y}$ 

Name:

Country Manager

12-Sep-2024

Hawa Wague

12-Sep-2024

#### SCHEDULE 1

## **Project Description**

The objective of the Project is to empower boys and girls through improved access to quality nutrition, healthcare and basic education services in Burundi.

The Project consists of the following parts:

## Part 1. Addressing Demand-side Determinants for Education and Health Access Across the Lifecycle

- 1. Scale up Demand-side PBF Coverage of Key Nutrition, and Birth Control Services: (a) Provision of technical assistance and Trainings to update the Community Performance Based Payments Manual (C-PBF Manual); (b) provision of Trainings and equipment to Eligible CHWs; (c) Provision of Community Performance Based Payments to Eligible CHWs for the provision of Selected Health Services; and (d) establishment or relaunch of sites dedicated to growth monitoring, nutritional learning, and rehabilitation.
- 2. Ensuring the Most Valuable Learners Are Ready and Equipped to Learn: (a) Expanding the school feeding program in selected schools within the Kirundo and Muyinga provinces; and (b) purchasing and distributing School Kits to Vulnerable Students.

#### Part 2: Improving the Supply of Education and Health Services Across the Lifecycle

- 1. *Improving learning environments:* 
  - (a) Support to rehabilitate and expand the facilities of basic education schools, through: (i) the construction and rehabilitation of classrooms, including ramps for children with disabilities; (ii) the construction of WASH facilities for menstrual hygiene management and accessible to children with disabilities; (iii) the rehabilitation or construction of an administrative block; (iv) the construction of school perimeter fence and rainwater collection systems; (v) the construction of preschool classrooms; and (vi) the construction and acquisition of equipment for laboratories and ICT centers.
  - (b) Provision of technical assistance for social mobilization and capacity building of the beneficiary communities on the operation and maintenance of school buildings, including the WASH facilities.

- 2. *Improving Teaching and Learning at Scale*.
  - (a) Strengthen the early school education delivery, through: (i) provision of Trainings to teacher focused on health education to young children (including on nutrition, hygiene, physical activity, emotional well-being, and safety); (ii) the development of teacher guides and teacher materials; (iii) the development and distribution of student booklets; and (iv) the consolidation of a module for parental education for the holistic development of the preschool child (3-6 years).
  - (b) Strengthen the education delivery for children in grades 5-9, through: (i) the development and distribution of student learning materials, including textbooks covering different subjects including Kirundi, mathematics, French, science and technology; (ii) the creation and distribution of teacher guides; and (iii) the provision of Trainings to teachers on the new curriculum developed for grades 5-9.
  - (c) Provision of Trainings to school directors and head teachers.
  - (d) Provision of technical assistance to align teacher college programs to the revised basic education curricula as well as support to enhance teacher-training colleges, including the development of an online platform for inservice teachers with subject matter and pedagogical content.
  - (e) (i) Provision of technical assistance to transition the refugee camp schools to the national Burundian curriculum; and (ii) provision of Trainings to refugee camp schools' teachers.
  - (f) Provision of Education Performance Based Payments to Eligible Education Structures based on the performance in providing of selected education services and meeting quality indicators.
- 3. Capitalizing on the Supply-side Performance-based Financing for Healthcare Quality.
  - (a) Provision of technical assistance to develop a new Quality Improvement Program (QIP).
  - (b) Development of a new risk-based verification module to be included in the Supply-side Performance Based Payments Manual.
  - (c) Provision of Supply-side Performance Based Payments to Eligible Health Structures for the performance in providing of health services and meeting indicators.

(d) Provision of Subsidies to Eligible Training Institutions and Faculties or Eligible Beneficiaries to allow the participation of Eligible Beneficiaries in key specialties courses.

## Part 3: Improving System Governance and Project Management

- 1. *Improving System Governance:* (a) *For Education*. Provision of support to MNESR to: (i) strengthen its learning assessment unit particularly on the collection of data in the education sector; (ii) manage human resources, through auditing of the personnel and institutions, to strengthen the policies on *inter alia*, recruitment procedures, remuneration packages, competency frameworks, job descriptions, career paths and capacity building plans for teachers and administrative staff; (b) *For Health:* (i) Provision of support to enhance the interoperability of the electronic health information systems of selected health facilities, including through the acquisition of digital equipment; and (ii) provision of technical assistance related to: (A) studies and policy briefs on resource pooling for health; and (B) economic and/or actuarial analyses of existing health insurance schemes to design a suitable health services' package.
- 2. Project Management, Monitoring and Evaluation.

Provision of support to the Recipient in Project management, monitoring, and evaluation functions, including *inter alia*: (i) providing Operating Costs to the PTCs; (ii) undertaking Project management, fiduciary, public procurement and governance activities; (iii) monitoring, reporting and evaluation of Project activities; (iv) selection and hiring of the Verification Agent for the verification of the PBCs under the Project; and (v) extension of the office of the MNSER to host PTC.

## Part 4: Contingent emergency response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements.

Project Steering Committee

- 1. No later than three (3) months after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the implementation of the Project, a steering committee ("Project Steering Committee" or "PSC") with composition and mandate acceptable to the Association.
- 2. Without limitation to the generality of the foregoing provisions of paragraph (1) immediately above, the PSC chair shall rotate every twelve (12) months between the Minister of the MSPLS and the Minister of MNESR, with the membership of representatives of relevant ministries in a manner satisfactory to the Association, with functions, human and financial resources satisfactory to the Association.
- 3. The Recipient shall thereafter maintain the PSC to be responsible for, *inter alia:* (i) overall strategic guidance; (ii) ensuring coordination with relevant stakeholders; (iii) guidance on Project implementation; (iv) overseeing and monitoring the Project activities; and (v) reviewing and approving Annual Work Plans and Budgets.
- 4. The Recipient shall ensure that the PSC meets at least twice a year.

#### MNESR PCT

- 5. The Recipient shall maintain, at all times during the implementation of the Project, the Project coordination team within MNESR (MNESR PCT) with terms of reference, staff, resources and representation satisfactory to the Association as further detailed in the PIM. The MNESR PCT shall be responsible for: (i) the day-to-day management and implementation of Parts 1.2, 2.1, 2.2, 3.1(a) and 3.2 of the Project; (ii) the preparation, adjustments and implementation of the Project management tools, including *inter alia*, the PIM, procurement plans and Annual Work Plan and Budget related to Parts 1.2, 2.1, 2.2, 3.1(a) and 3.2 of the Project to be shared with the MSPLS PCT for consolidation; and (iii) coordinating fiduciary, technical, environmental and social aspects with regards to Parts 1.2, 2.1, 2.2, 3.1(a) and 3.2 of the Project; all as further detailed in the PIM.
- 6. The Recipient shall ensure that the MNESR PCT shall be supervised by the permanent secretary of MNESR, or his/her representative, with regards to the

activities under Parts 1.2, 2.1, 2.2, 3.1(a) and 3.2 of the Project under terms of reference and experience satisfactory to the Association. Subject to paragraph 3 below, the Recipient shall ensure that the MNESR PCT shall maintain at all times during the implementation of the Project, under terms and conditions approved by the Association: (a) a Project coordinator; (b) a monitoring and evaluation specialist; (c) a financial management specialist; (d) a procurement specialist; (e) a specialist in performance based financing related to education; (f) one chief accountant; (g) one senior accountant; and (h) any other staff needed to assist in the Project implementation and coordination including in accordance with the ESCP; all with terms of reference, qualifications and experience satisfactory to the Association.

7. Without prejudice to and for the purposes of paragraphs 1 and 2 above and the ESCP, the Recipient shall: (a) no later than three (3) months after the Effective Date, update the accounting software parameters to take into consideration the specificity of the Project under terms and conditions approved by the Association; and (b) no later than six (6) months after the Effective Date, recruit and thereafter maintain, at all times during the implementation of the Project, under terms and conditions approved by the Association, an external auditor; all with terms of reference, qualifications and experience satisfactory to the Association.

#### MSPLS PCT

- 8. The MSPLS, through the general directorates in charge of health, resources and planning, shall be responsible for the implementation and management of Parts 1.1, 2.3, 3.1(b) and 3.2 of the Project in accordance with the institutional arrangements that follow in the sections below.
- 9. The Recipient shall maintain, at all times during the implementation of the Project, the Project coordination team within MSPLS (MSPLS PCT) with terms of reference, staff, resources and representation satisfactory to the Association as further detailed in the PIM. The MSPLS PCT shall be responsible for: (i) the day-to-day management and implementation of Parts 1.1, 2.3, 3.1(b) and 3.2 of the Project; (ii) the preparation, adjustments and implementation of the Project management tools, including *inter alia*, the PIM, the consolidated Annual Work Plan and Budget, procurement plans related to Parts 1.1, 2.3, 3.1(b) and 3.2 of the Project; and (iii) coordinating fiduciary, technical, environmental and social aspects with regards to Parts 1.1, 2.3, 3.1(b) and 3.2 of the Project; all as further detailed in the PIM.
- 10. The Recipient shall ensure that the MSPLS PCT shall be supervised by the permanent secretary of MSPLS, or his/her representative, with regards to the activities under Parts 1.1, 2.3, 3.1(b) and 3.2 of the Project under terms of reference and experience satisfactory to the Association. Subject to paragraph 3 below, the Recipient shall cause the MSPLS PCT to maintain at all times during the

implementation of the Project, under terms and conditions approved by the Association: (a) a technical director; (b) a monitoring and evaluation specialist; (c) a financial management specialist; (d) a procurement specialist; (e) a senior accountant; and (f) any other staff needed to assist in the Project implementation and coordination including in accordance with the ESCP; all with terms of reference, qualifications and experience satisfactory to the Association.

11. Without prejudice to and for the purposes of paragraphs 1 and 2 above and the ESCP, the Recipient shall: (a) no later than three (3) months after the Effective Date, upgrade the accounting software parameters to take into consideration the specificity of the Project under terms and conditions approved by the Association; and (b) no later than six (6) months after the Effective Date, recruit and thereafter maintain, at all times during the implementation of the Project, under terms and conditions approved by the Association, an external auditor; all with terms of reference, qualifications and experience satisfactory to the Association.

#### B. Project Implementation Manual and PBC Manual

- 1. The Recipient, through MSPLS and MNESR, shall:
  - adopt a Project Implementation Manual (PIM), under terms and conditions (a) acceptable to the Association, including: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders; (b) budget and budgetary control; (c) flow of funds, disbursement procedures and banking arrangements; (d) financial, procurement and accounting procedures; (e) internal control procedures; (f) accounting system and transaction records; (g) reporting requirements; (h) external audit and independent verification arrangements; (i) anticorruption and fraud mitigation measures; (i) safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (k) monitoring and evaluation arrangements; (1) contractual arrangements, (m) Personal Data collection and processing in accordance with applicable national law and good international practice; (n) the procedures and eligibility criteria for the provision of the School Kits; (o) the procedures and eligibility criteria for the provision of the Subsidies; and (p) such other arrangements and procedures as shall be required for the effective implementation of the Project;
  - (b) ensure that the Project is carried in accordance with the PIM under terms and conditions acceptable to the Association; and
  - (c) not assign, amend, abrogate, or waive the PIM or any of its provisions, without the prior written approval of the Association. In case of any

conflict between the terms of any of the PIM and the terms of this Agreement, the terms of this Agreement shall prevail.

- 2. Without limitation to the generality of paragraph 1 above, for the purposes of carrying out the PBCs 1 to 4 set forth in Schedule 3 to this Agreement, the Recipient, through MSPLS and MNESR, shall:
  - (a) prepare a manual acceptable to the Association ("PBC Manual") and, upon approval by the Association, integrate said PBC Manual as an annex to the PIM;
  - (b) implement the PBCs in accordance with the requirements set forth in the PBC Manual; and
  - (c) not assign, amend, abrogate or waive the PBC Manual or any of its provisions, except with the prior written approval of the Association. In case of any conflict between the terms of the PBC Manual and those of this Agreement, the terms of this Agreement shall prevail.

## C. Community Performance Based Payments, Education Performance Based Payments, Supply-side Performance Based Payments and Subsidies

- 1. The Recipient, through MSPLS and MNESR, shall, prior to the provision of any Community Performance Based Payments, Education Performance Based Payments, Supply-side Performance Based Payments and Subsidies:
  - (a) prepare and thereafter adopt a C-PBF Manual, an Education Performance Based Payments Manual, a Supply-side Performance Based Payments Manual and the PIM, under terms and conditions acceptable to the Association;
  - (b) implement or cause to implement each of the Community Performance Based Payments under Part 1.1(c) of the Project, the Education Performance Based Payments under 2.2(f) of the Project, the Supply-side Performance Based Payments under 2.3(c) of the Project and the Subsidies under Part 2.3(d) of the Project, all in accordance with the C-PBF Manual, the Education Performance Based Payments Manual, the Supply-side Performance Based Payments Manual and the PIM, respectively; and
  - (c) not assign, amend, abrogate, or waive the C-PBF Manual, the Education Performance Based Payments Manual and the Supply-side Performance Based Payments Manual and the PIM without the prior written approval of the Association. In case of any conflict between the terms of said manuals and the terms of this Agreement, the terms of this Agreement shall prevail.

D. Implementation Agreements for the provision of Community Performance Based Payments, Education Performance Based Payments, Supply-side Performance Based Payments, Subsidies

Community Performance Based Payments under Part 1.1(c) of the Project

- 1. For purposes of providing Community Performance Based Payments under Part 1.1(c) of the Project, the Recipient shall, through MSPLS, review and approve applications for Community Performance Based Payments by Eligible CHW through the Association of CHW, in accordance with the provision of this Section D and the C-PBF Manual.
- 2. No proposed CHW shall be eligible for financing under Part 1.1(c) of the Project unless, on the basis of a review conducted in accordance with this Part D and the C-PBF Manual, the proposed CHW is deemed to satisfy the eligibility criteria specified below and in further detail in the C-PBF Manual, which shall include the following:
  - (a) the proposed CHW is a service provider carrying out Selected Health Services, all under Part 1.1(c) of the Project;
  - (b) the proposed activities satisfy the requirements of Part 1.1(c) of the Project as described in further detail in the C-PBF Manual;
  - (c) the proposed activities comply with the Environmental and Social Standards (including the ESCP); and
  - (d) the CHW has put in place all necessary arrangements, including financial and human resources, for the management of the proposed activities.
- 3. The activities referred to in paragraph I.D.2 above shall be carried out pursuant to a community performance-based payments agreement ("Community Performance Based Payments Agreement"), to be concluded between the MSPLS and the Association of CHW, under terms and conditions, satisfactory to the Association, as further described in the Community Performance Based Payments Manual, which shall include the following:
  - (a) a description of the Selected Health Services, the applicable rates, and applicable performance indicators;
  - (b) the obligation of the Association of CHW to ensure that Eligible CHW to:
    (A) carry out said Selected Health Services with due diligence and efficiency and in accordance with sound technical, financial, administrative, and environmental and social standards and practices satisfactory to the Association, including the environmental and social

- requirements in accordance with the ESCP, in compliance with the C-PBF Manual and the PIM;
- (c) the obligation of the Association of CHW to ensure that the Eligible CHW to carry out said activities in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
- (d) the obligation of the Association of CHW to ensure that the Eligible CHW to carry out said activities in accordance with the provisions of the Project Implementation Manual and the Community Performance Based Payments Manual; and
- (e) the right of the Recipient to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the applicable goods and sites financed by the Financing, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation, and financial condition of said activities; and (C) suspend or terminate the right of the Association of CHW to use the proceeds of the Community Performance Based Payment, or obtain a refund of all or any part of the amount of the Community Performance Based Payment then withdrawn, as the case may be, upon failure by the Association of CHW to perform any of its obligations under the Community Performance Based Payments Agreement.
- 4. The Recipient shall exercise its rights and carry out its obligations under the Community Performance Based Payments Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the Community Performance Based Payment, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

#### Education Performance Based Payments under Part 2.2(f) of the Project

- 5. For purposes of providing Education Performance Based Payments under Part 2.2(f) of the Project, the Recipient shall, through MNESR, review and approve applications for Education Performance Based Payments by Eligible Education Structures, in accordance with the provision of this Section D and the Education Performance Based Payments Manual.
- 6. Each Eligible Education Structure shall satisfy the eligibility criteria specified below and in further detail in the Education Performance Based Payments Manual, which shall include the following:

- (a) the proposed Eligible Education Structure is carrying out education services and meets indicators as detailed in the Education Performance Based Payments Manual;
- (b) the education services are performed in compliance with the Environmental and Social Standards (including the ESCP); and
- (c) the Eligible Education Structure has put in place all necessary arrangements, including financial and human resources, for the management of the education services.
- 7. The activities referred to in paragraph I.D.6 above shall be carried out pursuant to an education performance-based payments agreement ("Education Performance Based Payments Agreement"), to be concluded between the MNESR and the respective Eligible Education Structure, under terms and conditions, satisfactory to the Association, as further described in the Education Performance Based Payments Manual, which shall include the following:
  - (a) a description of the education services and applicable performance indicators:
  - (b) the obligation of the Eligible Education Structure to carry out said selected education services with due diligence and efficiency and in accordance with sound technical, financial, administrative, and environmental and social standards and practices satisfactory to the Association, including the environmental and social requirements established in accordance with the ESCP, in compliance with the Education Performance Based Payments Manual and the PIM;
  - (c) the obligation of the Eligible Education Structure to carry out said activities in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
  - (d) the obligation of the Eligible Education Structure to carry out said activities in accordance with the provisions of the Project Implementation Manual and the Education Performance Based Payments Manual; and
  - (e) the right of the Recipient to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the applicable goods and sites financed by the Financing, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation, and financial condition of said activities; and (C) suspend or terminate the right of the Eligible Education Structure to use the proceeds of the Education

Performance Based Payment, or obtain a refund of all or any part of the amount of the Education Performance Based Payment then withdrawn, as the case may be, upon failure by the Eligible Education Structure to perform any of its obligations under the Education Performance Based Payments Agreement.

8. The Recipient shall exercise its rights and carry out its obligations under the Education Performance Based Payments Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the Education Performance Based Payment, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

Supply-side Performance Based Payments under Part 2.3(c) of the Project

- 9. For purposes of providing Supply-side Performance Based Payments under Part 2.3(c) of the Project, the Recipient shall, through MSPLS, review and approve applications for Supply-side Performance Based Payments by Eligible Health Structures, in accordance with the provision of this Section D and the Supply-side Performance Based Payments Manual.
- 10. Each Eligible Health Structures shall satisfy the eligibility criteria specified below and in further detail in the Supply-side Performance Based Payments Manual, which shall include the following:
  - (a) the proposed Eligible Health Structure is carrying out selected health services and meets selected indicators, all under Part 2.3(c) of the Project;
  - (b) the proposed activities satisfy the requirements of Part 2.3(c) of the Project as described in further detail in the Supply-side Performance Based Payments Manual;
  - (c) the proposed activities comply with the Environmental and Social Standards (including the ESCP); and
  - (d) the Eligible Health Structures has put in place all necessary arrangements, including financial and human resources, for the management of the proposed activities.

- 11. The activities referred to in paragraph I.D.10 above shall be carried out pursuant to a supply-side performance-based payments agreement ("Supply-side Performance Based Payments Agreement"), to be concluded between the MSPLS and the respective Eligible Health Structure, under terms and conditions, satisfactory to the Association, as further described in the Supply-side Performance Based Payments Manual, which shall include the following:
  - (a) a description of the selected health services and applicable performance indicators;
  - (b) the obligation of the Eligible Health Structure to carry out said selected health services with due diligence and efficiency and in accordance with sound technical, financial, administrative, and environmental and social standards and practices satisfactory to the Association, including the environmental and social requirements in accordance with the ESCP, in compliance with the Supply-side Performance Based Payments Manual and the PIM;
  - (c) the obligation of the Eligible Health Structure to carry out said activities in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
  - (d) the obligation of the Eligible Health Structure to carry out said activities in accordance with the provisions of the Project Implementation Manual and the Supply-side Performance Based Payments Manual; and
  - (e) the right of the Recipient to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the applicable goods and sites financed by the Financing, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation, and financial condition of said activities; and (C) suspend or terminate the right of the Eligible Health Structure to use the proceeds of the Supply-side Performance Based Payment, or obtain a refund of all or any part of the amount of the Supply-side Performance Based Payments then withdrawn, as the case may be, upon failure by the Eligible Health Structure to perform any of its obligations under the Supply-side Performance Based Payments Agreement.
- 12. The Recipient shall exercise its rights and carry out its obligations under the Supply-side Performance Based Payments Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the Supply-side Performance Based Payment, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or

permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

#### Subsidies under Part 2.3(d) of the Project

13. The Recipient, through MSPLS, shall ensure that adequate arrangements are in place for the provision of Subsidies under Part 2.3(d) of the Project to either the Eligible Training Institutions and Faculties or directly to Eligible Beneficiaries to allow the attendance of the Eligible Beneficiaries to the key specialties courses offered by the Eligible Training Institutions and Faculties, all under terms and conditions acceptable to the Association and set forth in the PIM.

#### E. Verification of Achievement of Performance Based Conditions

For purposes of implementing Performance Based Conditions (PBCs) 1 to 4, the Recipient, through MNESR, shall carry out a verification process through the independent verification agency selected and hired under terms of references and in a manner acceptable to the Association, that the Association has confirmed in writing to be acceptable, as determined in the Verification Protocol ("Verification Agent"), for the verification of achievement of PBCs which are set forth in the table in Schedule 3 to this Agreement, and furnish to the Association, not later than sixty (60) days after the verification of compliance of said PBCs, reports on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request and in accordance with the PBC Manual.

#### F. Annual Work Plan and Budget

- 1. The Recipient shall carry out the Project in accordance with the consolidated Annual Work Plans and Budgets to be prepared and furnished to the Association not later than March 30 of each year during the implementation of the Project (the first such consolidated Annual Work Plan and Budgets being due one month after the Effective Date), or any later date as agreed upon with the Association, and containing all activities proposed for inclusion in the Project for the next fiscal year, including: (a) detailed timetables for the sequencing and implementation of proposed Project activities; (b) types of expenditures required for such activities and a proposed financing plan; and (c) any Operating Costs or Training that may be required under the Project.
- 2. The Recipient shall afford the Association a reasonable opportunity to exchange views on each such proposed consolidated Annual Work Plan and Budgets; and thereafter ensure that the Project is implemented with due diligence during said following year in accordance with such Annual Work Plan and Budgets as shall have been approved by the Association.

3. The consolidated Annual Work Plans and Budgets may only be amended from time to time in consultation with, and after approval of, the Association. In case of any conflict between the terms of the consolidated Annual Work Plans and Budgets and those of this Agreement, the terms of this Agreement shall prevail.

#### G. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

## **H.** Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - a manual ("CERC Manual") is prepared and adopted in form and (a) substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan:

- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
- (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

## Section II. <u>Project Monitoring, Reporting and Evaluation</u>

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

## Section III. Withdrawal of the Proceeds of the Financing

#### A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) MNESR: Goods, works, non- consulting services, and consulting services, Operating Costs and Trainings under Parts 1.2(b), 2.1 (b), 2.2 (a), 2.2 (c), 2.2(d), of the Project	51,713,779	Such percentage as may be agreed between the Association and the Co-financier based on the AWPB
(2) MNESR: Goods, works, non- consulting services, and consulting services, Operating Costs and Trainings under Parts 2.2(e), 3.1(a) and 3.2 of the Project	5,666,621	100%
(3) MSPLS: Goods, works, non-consulting services, and consulting services, Operating Costs and Trainings under Parts 1.1 (a), 1.1 (b), 1.1 (d), 2.3 (a), 2.3 (b), 3.1 (b) and 3.2 of the Project	11,718,000	100%
(4) MNESR: Eligible PBC Expenditures under Parts 1.2(a), 2.1(a), and 2.2(b) of the Project	5,745,600	100%
(5) MSPLS: Eligible PBC Expenditures under Part 2.3 (c) of the Project	1,890,000	100% after Category 5 is fully disbursed

(6) MSPLS: Supply-side Performance Based Payments under Part 2.3 (c) of the Project	51,030,000	100%
(7) MNESR: Education Performance Based Payments under Part 2.2 (f) of the Project	7,560,000	100%
(8) MSPLS: Community Performance Based Payments under Part 1.1 (c) of the Project	12,096,000	100%
(9) MSPLS: Subsidies under Part 2.3 (d) of the Project	3,780,000	100%
(10) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	151,200,000	

## 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 Signature Date; or
  - (b) for payments under Category (4) with respect to each PBC, as set forth in Schedule 3, for which a withdrawal request has been submitted, until and unless the Recipient has also submitted:
    - (i) the PBC Manual has been adopted in form and substance acceptable to the Association;
    - (ii) evidence, in form and substance satisfactory to the Association, of the Eligible PBC Expenditures paid, as presented in the IFR and verified pursuant to the PBC Manual; and
    - (iii) supporting documentation confirming the Recipient's achievement of the respective PBC or PBCs in form and substance satisfactory to the Association, as further elaborated in Schedule 3 and as set forth in the Verification Protocol, including, but not limited to, a report issued by the Verification Agent, confirming

the achievement of the respective PBC or PBCs and the amount to be paid.

- (c) for payments under Category (5) with respect to the PBC, as set forth in Schedule 3, for which a withdrawal request has been submitted, until and unless the Recipient has also submitted:
  - (i) the PBC Manual and the Supply-side Performance Based Payments Manual have been adopted in form and substance acceptable to the Association;
  - (ii) evidence, in form and substance satisfactory to the Association, of the Eligible PBC Expenditures paid, as presented in the IFR and verified pursuant to the PBC Manual; and
  - (iii) supporting documentation confirming the Recipient's achievement of the respective PBC or PBCs in form and substance satisfactory to the Association, as further elaborated in Schedule 3 and as set forth in the Verification Protocol, including, but not limited to, a report issued by the Verification Agent, confirming the achievement of the respective PBC or PBCs and the amount to be paid.
- (d) for payments under Category (7) until and unless the Association is satisfied that the following condition have been met, namely that the Education Performance Based Payments Manual has been adopted by the Recipient in form and substance acceptable to the Association;
- (e) for payments under Category (8) until and unless the Association is satisfied that the following condition have been met, namely that the C-PBF Manual has been adopted by the Recipient in form and substance acceptable to the Association;
- (f) for Emergency Expenditures under Category (10), unless and until all of the following conditions have been met in respect of said expenditures:
  - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (10); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.

- 2. Notwithstanding the provisions of Part B.1(b) and (c) of this Section:
  - (a) The Recipient may request withdrawals of the Financing when the relevant Eligible PBC Expenditures have been incurred, but prior to the PBCs having been met, provided that the Recipient shall: (i) achieve such PBCs no later than the Closing Date; and (ii) submit to the Association evidence satisfactory to the Association of such PBCs having been met no later than the Disbursement Deadline Date; provided however, that if by the Disbursement Deadline Date, the Recipient has failed to provide the Association evidence satisfactory to the Association that one or more PBCs have been fully achieved, the Recipient shall, upon notice from the Association, promptly refund to the Association the Withdrawn Financing Balance related those expenditures under the Eligible PBC Expenditures under Category (3) and (4). Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.
  - (b) If any of the PBCs referred to in Schedule 3 to this Agreement has not been achieved, the Association may, by notice to the Recipient: (a) reallocate all or a portion of the proceeds of the Financing then allocated to said PBC to any other PBC or any other Category; and/or (b) cancel all or a portion of the proceeds of the Financing then allocated to said PBC.
- 3. The Closing Date is July 31, 2029.

## **SCHEDULE 3**

## **Performance Based Conditions**

PBC	Amount of the Grant Allocated in SDR
PBC 1: The MNESR has adopted the financial strategy for the school feeding program (2025-2032)	453,600
PBC 2.1: 200 new teachers are recruited and working at basic education schools, of which at least 40% are female	756,000  189,000 for each 50 teachers recruited of which at least 40% are female
PBC 2.2. Cumulative 400 new teachers recruited and working at basic education schools; of which at least 40% are female	756,000 189,000 for each 50 teachers recruited of which at least 40% are female
PBC 2.3. Cumulative 600 new teachers recruited and working at basic education schools; of which at least 40% are female	756,000 189,000 for each 50 teachers recruited of which at least 40% are female
PBC 2.4. Cumulative 800 new teachers recruited and working at basic education schools; of which at least 40% are female	756,000 189,000 for each 50 teachers recruited of which at least 40% are female
PBC 3.1: The MNSER has adopted the strategy and action plan to reduce repetition rates especially among the vulnerable populations and refugees	756,000
PBC 3.2: Two approaches articulated in the strategy and action plan to reduce repetition are implemented by MNSER on a pilot basis and evaluation is undertaken for these interventions	378,000
PBC 3.3: The approaches are implemented by MNSER at the national level	378,000
PBC 3.4: Decrease in primary repetition (first 3 cycles of basic education) rates by 5 percentage point from 27.1 percent to 22.1 percent	756,000 151,200 per percentage point of descrese in repetition rates

PBC 4: A memorandum of understanding is	1,890,000
signed between MSPLS and a third party	
verification agency to check that refugees access	
to the free health care services as defined in the	
Free Healthcare Policy and a minimum of 80	
percent of the refugees coming from the camps	
seeking care are provided free health care services	
as defined the Free Healthcare Policy	

#### **APPENDIX**

#### **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
- 2. "Association of CHW" means each of the community health worker associations recognized by the communal administration, bringing together community health workers, whose mission is to raise awareness among the population for behavioural change, bring information from health services to the population and encourage them to visit health facilities, participate in the treatment of some diseases at community level, supervise other community actors working in health promotion in their area of responsibility and participate in the community-based distribution of some medicines and contraceptives.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CHW" means community health worker.
- 5. "Community Performance Based Payments" means a payment to be made out of the proceeds of the Financing to an Eligible CHW for the provision of Selected Health Services under Part 1.1(c) of the Project, in amount and under terms and conditions acceptable to the Association and defined in the C-PBF Manual.
- 6. "C-PBF Manual" means the Recipient's manual for the provision of performance-based payments to Eligible CHWs referred to in Section I.C of Schedule 2 to this Agreement, at all times in form and substance acceptable to the Association containing, *inter alia*: (a) the procedure to obtain Community Performance Based Payments; (b) the procedures to select Eligible CHWs; as said manual may be amended from time to time with the Association's prior written approval.
- 7. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 12, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

- 8. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 9. "Education Performance Based Payments" means a payment to be made out of the proceeds of the Financing to an Eligible Education Structure for the provision of education services and the fulfillment of quality indicators based under Part 2.2(f) of the Project, in amount and under terms and conditions acceptable to the Association and defined in the Education Performance Based Payments Manual.
- 10. "Education Performance Based Payments Manual" means the Recipient's manual for the provision of performance-based payments to Eligible Education Structures referred to in Section I.C of Schedule 2 to this Agreement, at all times in form and substance acceptable to the Association containing, *inter alia*: (a) the procedure to obtain Education Performance Based Payments; (b) the procedures to select Eligible Education Structures; as said manual may be amended from time to time with the Association's prior written approval.
- 11. "Eligible Beneficiaries" means university students selected to receive Subsidies to attend key specialties course at Eligible Training Institutions and Faculties as referred to in Section I.D of Schedule 2 to this Agreement, pursuant to the selection criteria and procedures set forth in the PIM.
- 12. "Eligible CHW" means the community health workers selected to receive Community Performance Based Payments as referred to in Section I.D of Schedule 2 to this Agreement, pursuant to the selection criteria and procedures set forth in the C-PBF Manual.
- 13. "Eligible Education Structures" means the education structures selected to receive Education Performance Based Payments as referred to in Section I.D of Schedule 2 to this Agreement, pursuant to the selection criteria and procedures set forth in the Education Performance Based Payments Manual.

- 14. "Eligible Health Structures" means health structures eligible to receive Supply-side Performance Based Payments as referred to in Section I.D of Schedule 2 to this Agreement, pursuant to the selection criteria and procedures set forth in the Supply-side Performance Based Payments Manual.
- 15. "Eligible PBC Expenditures" means the following Eligible Expenditures: Goods, works, non-consulting services, and consulting services, Operating Costs, Trainings and Supply-side Performance Based Payments incurred and paid by the Recipient in connection with the implementation of Parts 1.2(a), 2.1(a), 2.2(b) and 2.3 (c) of the Project.
- 16. "Eligible Training Institutions and Faculties" means the Recipient's training institutions and faculties selected to receive Subsidies as referred to in Section I.D of Schedule 2 to this Agreement to allow Eligible Beneficiaries to attend key specialties courses, pursuant to the selection criteria and procedures set forth in the PIM.
- 17. "Free Healthcare Policy" means the Recipient's national free health care program defined in the Presidential Decree No. 100/38 of March 16, 2010.
- 18. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023.
- 19. "Project Implementation Manual" or "PIM" means the Recipient's manual acceptable to the Association, as said manual may be amended from time to time with the Association's prior written consent.
- 20. "MNESR" means the Recipient's ministry in charge of national education and scientific research, or any successor thereto.
- 21. "MNESR PCT" means the coordination unit established by the Recipient within MNESR referred to in Section I.A.5 of Schedule 2 to this Agreement which is the same implementation unit established for the Burundi Skills for Jobs: Women and Youth Project with financing agreement signed on August 16, 2021 (Grant No. IDA-D8580-BI).
- 22. "MSPLS PCT" means the coordination unit established by the Recipient within MSPLS referred to in Section I.A.8 of Schedule 2 to this Agreement which is the same implementation unit established for the Health Sector Development Support Project with financing agreement signed on July 7, 2009 (Grant No. H488-BI).
- 23. "MSPLS" means the Recipient's ministry in charge of public health and the fight against AIDS, or any successor thereto.

- 24. "Operating Costs" means the reasonable costs for the incremental expenses incurred by the Recipient for the implementation, monitoring and evaluation of the Project consisting of, *inter alia*: on account of vehicle operation and maintenance, communication and insurance costs, banking charges, office rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, salaries of contractual staff for the Project and reasonable communication and transport costs for Recipient's civil servants working on the Project (but excluding salaries of officials of the Recipient's civil service).
- 25. "PBC" means an indicator, set forth in Schedule 3 of this Agreement, comprised of a number of PBCs in respect of which partial or total failure to achieve may result in withdrawal of lesser amounts, withholding, reallocation, or cancellation of the Financing Proceeds allocated to such PBC under Section III.A of Schedule 2 to this Agreement, pursuant to Section I.E of Schedule 2 to this Agreement.
- 26. "PBC Manual" means the Recipient's manual referred to in Section I.B of Schedule 2 to this Agreement, to be attached as an annex to the PIM, at all times in form and substance acceptable to the Association containing, *inter alia*: (a) the list of PBCs, including the Verification Protocol; (b) the respective roles and responsibilities in the achievement of the PBCs; and (c) the accounting, financial management, auditing and reporting arrangements; as said manual may be amended from time to time with the Association's prior written approval.
- 27. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 28. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 29. "Project Steering Committee" or "PSC" means the steering committee to be established in accordance with Section I.A.1 of Schedule 2 to this Agreement.
- 30. "Project Implementation Manual" means the manual referred to in Section I.B of Schedule 2 to this Agreement, as may be revised from time to time with the Association's prior and written approval.

- 31. "Quality Improvement Program" or "QIP" means a structured approach to evaluating the performance of systems and processes in the health facility, including skills of the service delivery personnel, and determining needed improvements in both functional and operational areas to increase such performance.
- 32. "Selected Health Services" means the health services to be provided by the CHW under Part 1.1(c) of the Project, as indicated in the C-PBF Manual.
- 33. "School Kits" school supplies, including, inter alia, notebook, eraser, pencils, rules, pens under Part 1.2(b) of the Project, as further elaborated in the Project Implementation Manual.
- 34. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 35. "Subsidies" means a payment to be made out of the proceeds of the Financing to an Eligible Training Institution and Faculty or directly to an Eligible Beneficiary to allow the participation of the latter to key specialties courses under Part 2.3(c) of the Project, in amount and under terms and conditions acceptable to the Association and defined in the PIM.
- 36. "Supply-side Performance Based Payments" means a payment to be made out of the proceeds of the Financing to an Eligible Health Structure for the provision of health services and the fulfillment of quality indicators based under Part 2.3(c) of the Project, in amount and under terms and conditions acceptable to the Association and defined in the Supply-side Performance Based Payments Manual
- 37. "Supply-side Performance Based Payments Manual" means the Recipient's manual for the provision of performance-based payments to Eligible Health Structures referred to in Section I.D of Schedule 2 to this Agreement, at all times in form and substance acceptable to the Association containing, *inter alia*: (a) the procedure to obtain Supply-side Performance Based Payments; (b) the procedures to select Eligible Health Structures; as said manual may be amended from time to time with the Association's prior written approval.
- 38. "Trainings" means training and workshops, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.
- 39. "Verification Agent" means the entity or entities listed in the Verification Protocol and referred to in Section I.E of Schedule 2 to this Agreement.

- 40. "Verification Protocol" means the Recipient's protocol referred to in Section I.E of Schedule 2 to this Agreement, included in the PBC Manual, setting forth the basis and methodology for verification of the achievement of PBCs, as the same may be modified from time to time with the prior written agreement of the Association.
- 41. "Vulnerable Students" means children enrolled in schools who are likely to be in adverse socioeconomic conditions based on certain criteria identified by the school's administration.
- 42. "WASH" means water, sanitation and hygiene.