

Public Disclosure Authorized

CONFORMED COPY

IDA GRANT NUMBER H272 KOS

Financing Agreement

(Avian Influenza and Human Pandemic Preparedness and Response Project)

between

UNITED NATIONS INTERIM ADMINISTRATION MISSION IN KOSOVO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated February 22, 2007

IDA GRANT NUMBER H272 KOS

FINANCING AGREEMENT

AGREEMENT dated February 22, 2007, between UNITED NATIONS INTERIM ADMINISTRATION MISSION IN KOSOVO (“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 the Financing 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, for the benefit of Kosovo, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to two million Special Drawing Rights (SDR 2,000,000) (“Grant”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section V of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are March 15th and October 15th in each year.
- 2.05. The Payment Currency is Euro.

ARTICLE III - PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project, which is part of the Association’s Global Program for Avian Influenza Control and Human Pandemic Preparedness and Response, designed to help in the prevention, containment, control and eradication of avian influenza. To this end, the Recipient shall carry out the Project 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 - EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Project Operational Manual has been adopted by the Recipient.
 - (b) The Annual Work Program for the first year of the implementation of the Project, satisfactory to the Association, has been prepared and adopted by the Recipient.
 - (c) The Environmental Assessment and Environmental Management Plan, each satisfactory to the Association, have been prepared, through the MAFRD, with the support of the Project Team, and adopted by the Recipient.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V - REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Director, Directorate of Civil Administration of the United Nations Interim Administration Mission in Kosovo.
- 5.02. The Recipient's Address is:

United Nations Interim Administration Mission in Kosovo
UNMIK HQ
Annex Building
Pristina, Kosovo

Facsimile:

(212) 963-8442-4545, or

(381-38) 504 604-4545

5.03. The Association's Address is:

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

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	(202) 477-6391

AGREED at Pristina, Kosovo, as of the day and year first above written.

**INITIALED ON BEHALF OF THE PROVISIONAL
INSTITUTIONS OF SELF-GOVERNMENT**

By /s/ Tomë Hajdaraj

Authorized Representative

**UNITED NATIONS INTERIM ADMINISTRATION
MISSION IN KOSOVO**

By /s/ Patricia N. Waring

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Kanthan Shankar

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the PISG's capacity to prevent the spread of Highly Pathogenic Avian Influenza (HPAI) among poultry, to prevent the transmission of HPAI from birds to other animals and humans, and to prepare for a potential pandemic of HPAI transmissible between humans.

The Project is part of the Association's Global Program for Avian Influenza Control and Human Pandemic Preparedness and Response and consists of the following parts:

Part 1: Public Awareness and Information

Further development and implementation of a communication strategy to raise awareness, knowledge and understanding among stakeholders and the general population regarding the risk and potential impact of HPAI, through the provision of technical assistance, Training and goods.

Part 2: Animal Health

Development and strengthening of the policy, legal, regulatory and institutional framework for HPAI detection, control, prevention, containment and eradication in the livestock sector to:

- (a) strengthen the PISG's preparedness and prevention capacity;
- (b) strengthen veterinary services, diagnostic capacity, applied research and disease surveillance;
- (c) strengthen control and outbreak containment plans and capacity;
- (d) improve bio-security in poultry production and trade, all through the provision of technical assistance, Training, goods and civil works; and
- (e) support for the operation of a Poultry Culling Compensation Scheme providing cash compensation to poultry owners for poultry culled by governmental order, decision or similar instrument, through the financing of Poultry Culling Compensation Funding.

Part 3: Human Health

Support for a program to further plan and implement public health preparedness, surveillance and prevention, through: (a) the enhancement of public health program

planning and coordination; (b) strengthening the public health surveillance systems; and (c) strengthening health system response capacity, through the provision of technical assistance, Training, goods and civil works.

Part 4: Project Implementation and Monitoring and Evaluation

Support of Project implementation, management, coordination, and monitoring and evaluation by the MAFRD and the MoH with support from the Project Team, through the financing of Operating Costs, technical assistance and Training.

SCHEDULE 2

Project Execution

Section I. Institutional Arrangements

The Recipient shall ensure that the Project is carried out in accordance with the institutional and coordination arrangements set forth below in this Section I.

1. The Office of the Prime Minister shall have overall oversight of the Project, including responsibility for HPAI preparedness, Project coordination and planning.
2. The Recipient shall ensure, through the MAFRD and the MoH, that the AIWG shall be maintained, for the entire duration of Project implementation, with terms of reference satisfactory to the Association, and with sufficient and suitable financial and technical resources. The AIWG shall be housed within the MAFRD and shall: (a) have executive responsibility for HPAI preparedness; (b) report in writing to the OPM at least once each calendar month during Project implementation, or more frequently as may be required, on developments related to the Project; and (c) be chaired by the Deputy Minister of the MAFRD and have inter-ministerial membership drawn from, *inter alia*, the MAFRD, the MoH, the Ministry of Public Services, the Institute of Public Health, the Kosovo Police Services and the Kosovo Protection Corps.
3. The Recipient shall ensure, through the MAFRD, that the Project Team shall be maintained, for the entire duration of Project implementation, with terms of reference satisfactory to the Association, and with sufficient and suitable financial and technical resources. The Project Team shall be: (a) responsible for implementation of the Project; (b) established within the MAFRD; and (c) composed of staff with qualifications and under terms of reference satisfactory to the Association.
4. The Recipient shall ensure that the MAFRD and the MoH, with support from the Project Team, are responsible for coordination and management of the Project, including, without limitation, financial management, preparation of the Annual Work Program, implementing the Poultry Culling Compensation Funding, and monitoring and evaluation, as well as progress and financial reporting and audits. To this end, the Recipient shall ensure that the MAFRD, no later than January 31, 2007, hires a financial management consultant with qualifications and terms of reference acceptable to the Association.
5. The Recipient shall ensure that all procurement activities required for the Project and to be financed out of the proceeds of the Financing shall be carried out by:
 - (a) the Public Procurement Agency until the earlier of:

- (i) twelve months following the Effectiveness Date, or such later date as the Association may determine; and
 - (ii) the date upon which the Association has notified the Recipient in writing that the Association has satisfied itself as to the capacity of the MAFRD to carry out such procurement activities; and
- (b) thereafter, for the remaining duration of Project implementation, the MAFRD.

6. Subject to paragraph 5 above of this Section I, the Recipient shall ensure that the MAFRD is staffed throughout the Project implementation with procurement specialists in sufficient numbers and with qualifications, experience and terms of reference acceptable to the Association. To this end, the Recipient shall ensure that the MAFRD hires:

- (a) a local procurement consultant, no later than thirty (30) days following the Effectiveness Date; and
- (b) an international procurement consultant, no later than by June 30, 2007.

Section II. Implementation Covenants

1. The Recipient shall ensure, through the MAFRD and the MoH, that:
 - (a) the Project is carried out in accordance with the respective terms of the Project Operational Manual and the Environmental Management Plan, and the policies, procedures and arrangements therein respectively set forth are applied and implemented; and
 - (b) the Project Operational Manual and the Environmental Management Plan, or any provision of either one thereof, shall not be amended, suspended, abrogated, terminated or waived or permitted to be amended, suspended, abrogated, terminated or waived, except with the prior written approval of the Association.
2. The Recipient shall ensure that the MAFRD and the MoH, with support from the Project Team, shall, not later than September 30 of each year during the Project implementation, starting September 30, 2007, submit to the Association an Annual Work Program for the following calendar year, and shall agree with the Association on the activities to be taken in the following calendar year.
3. The Recipient shall ensure that the PISG shall, by March 31, 2007, procure, in accordance with the Consultant's Guidelines, the WHO Services from the WHO and the UNICEF Services from the UNICEF, in each case on terms and conditions satisfactory to the Association.

Section III. Project Monitoring, Reporting, Evaluation

A. Project Reports

1. (a) The Recipient shall ensure that the MAFRD, with support from the Project Team, with input from the WHO and the UNICEF, as the case may be, monitors and evaluates the progress of the Project and prepares Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Association and to the Project Steering Committee not later than twenty one (21) days after the end of the period covered by such report.

(b) The Recipient shall ensure that the MAFRD and the MoH, with support from the Project Team, together with input from the WHO and the UNICEF, as the case may be, shall:

- (i) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about April 30, 2008, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
- (ii) review with the Association, by May 31, 2008, or such later date as the Association shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall ensure that the MFE maintains 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 III, the Recipient shall ensure that the MFE prepares and furnishes to the Association not later than forty five (45) days after the end of each calendar quarter, interim un-audited financial reports for the Project covering such quarter, in form and substance satisfactory to the Association.

3. The Recipient shall ensure that the MFE has the Recipient's 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 (1) fiscal year of the Recipient or such other period as agreed by the Association. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

4. The Recipient shall ensure that the Kosovo Veterinary and the Food Agency shall carry out, or cause to be carried out, following any HPAI outbreak which has resulted in payments under the Poultry Culling Compensation Scheme, additional verifications to determine that only poultry owners eligible under the relevant provisions of the Project Operational Manual have received such payments for culled poultry. These additional verifications shall include, but not be limited to, annual operational reviews, carried out by an independent auditor or firm of auditors acceptable to the Association, under terms of reference satisfactory to the Association, to confirm the validity and legitimacy of all compensation payments made under the Poultry Culling Compensation Scheme. The Recipient shall ensure that, promptly following the completion of each such review, the Kosovo Veterinary and Food Agency will provide the Association with a written report on the results of the review.

Section IV. Procurement

A. General

1. **Goods, Works and Services (other than Consultants' Services).** All goods, works and services (other than 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 Section I of the Procurement Guidelines, and with the provisions of this Schedule.

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 Schedule.

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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and services (other than consultants' services) shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Services (other than Consultants' Services).** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and services (other than Consultants' Services). The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding, subject to the additional provisions in the Annex to this Schedule 2
(b) Limited International Bidding
(c) Direct Contracting
(d) Shopping
(e) Procurement from WHO and UNICEF, respectively.

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) Consultants' Qualifications Selection
(b) Least Cost Selection
(c) Single Source Selection
(d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the 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 Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section V. 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 and of this Section and such additional instructions as the Association may specify by notice to the Recipient, 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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
(1) Goods, works, consultants’ services, Training, Incremental Operating Costs, and Poultry Culling Compensation Funding under Part 2 (e) of the Project	1,880,000	100%
(2) Eligible Emergency Imports	<u>120,000</u>	100%
TOTAL AMOUNT	<u>2,000,000</u>	

3. With respect to any action required or permitted to be taken under the provisions of Section V of Schedule 2 to this Agreement and Article II of the General Conditions, the Recipient shall ensure that applications for withdrawal of the Grant from the Grant Account shall be prepared by the MFE in the form specified and satisfactory to the Association and shall be co-signed by one duly authorized representative of the MAFRD and one duly authorized representative of the MFE.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section V, no withdrawals 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:

- (i) SDR 280,000 equivalent may be made for payments made prior to this date but on or after January 1, 2007, for Eligible Expenditures related to Category (1) in the table set forth in paragraph 2 of Section V.A above; and
- (ii) SDR 120,000 equivalent may be made for payments made prior to this date but on or after January 1, 2007, for Eligible Expenditures related to Category (2) in the table set forth in paragraph 2 of Section V.A above, subject to the prior fulfillment of the conditions stipulated under paragraph (b) below of this Section V.B.1; or

(b) for expenditures under Category (2) in the table in Section V.A.2 of Schedule 2 to this Agreement:

- (i) unless a territory-wide emergency on HPAI has been declared by the Recipient and/or the PISG, and a well-defined emergency recovery program, satisfactory to the Association, has been adopted by the Recipient;
- (ii) unless for goods supplied under a contract which any territory-wide or international financing institution or agency other than the Association shall have financed or agreed to finance or which the Association has financed or agreed to finance under another Grant, or under a Credit, if applicable; and
- (iii) in excess of an aggregate amount equivalent to fifty percent (50%) of the amount of the Financing for any category of Eligible Emergency Imports without prior approval by the Association.

2. The Closing Date is April 30, 2010.

ANNEX TO SCHEDULE 2

National Competitive Bidding: Additional Provisions

(a) **Registration**

- (i) Bidding shall not be restricted to pre-registered firms.
- (ii) Where registration is required, bidders (1) shall be allowed a reasonable time to complete the registration process, and (2) shall not be denied registration for reasons unrelated to their capability and resources to successfully perform the contract, which shall be verified, through post-qualification.
- (iii) Foreign bidders not from the territory of Kosovo shall not be precluded from bidding. If a registration process is required, a foreign bidder declared the lowest evaluated bidder shall be given a reasonable opportunity to register.

(b) **Advertising**

Invitations to bid shall be advertised in at least one widely circulated Albanian-language daily newspaper and in at least one widely circulated Serbian-language daily newspaper available over the territory of Kosovo allowing a minimum of thirty (30) days for the preparation and submission of bids.

(c) **Pre-qualification**

When pre-qualification shall be required for large or complex works, invitations to pre-qualify for bidding shall be advertised in at least one widely circulated daily newspaper available over the territory of Kosovo a minimum of thirty (30) days prior to the deadline for the submission of pre-qualification applications. Minimum experience, and technical and financial requirements, shall be explicitly stated in the pre-qualification documents, which shall be determined on a "pass/fail" method, not through the use of a merit point system. When pre-qualification is not used, the qualifications of the bidder recommended for contract award shall be assessed by post-qualification, applying minimum experience, technical and financial requirements, which shall be explicitly stated in the bidding documents.

(d) **Participation by Publicly-owned enterprises**

Publicly-owned enterprises shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the contracting authority. Furthermore, they will be subject to the same bid and performance security requirements as other bidders.

(e) **Bidding Documents**

Procuring entities shall use the appropriate standard bidding documents for the procurement of works, acceptable to the Association.

(f) **Bid Opening and Bid Evaluation**

- (i) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.
- (ii) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.
- (iii) Evaluation of bids shall be made in strict adherence to the monetarily quantifiable criteria declared in the bidding documents. No merit point system will be used.
- (iv) Extensions of bid validity will be allowed once only for not more than thirty (30) days. No further extensions shall be requested without the prior approval of the Association.
- (v) Contracts shall be awarded to the qualified bidder having submitted the lowest-evaluated, substantially responsive bid and no negotiation shall take place.

(g) **Price Adjustment**

Civil works contracts of long duration (more than eighteen (18) months) shall contain an appropriate price adjustment clause.

(h) **Rejection of Bids**

- (i) All bids shall not be rejected and new bids solicited without the Association's prior concurrence.
- (ii) When the number of bids received is less than three, re-bidding shall not be carried out without the Association's prior concurrence.

(i) **Securities**

Bid security shall not exceed three percent (3%) of the estimated cost of the contract and performance security not more than ten percent (10%) of this cost. No

advance payment shall be made to contractors without a suitable advance payment security. These securities shall be included in the bidding documents in a text and format acceptable to the Association.

ECA Regional Sample Bidding Documents, modified as acceptable to the Association, shall be used.

APPENDIX

Definitions

1. “AIWG” means the Avian Influenza Working Group, referred to in paragraph 2 of Section I of Schedule 2 to this Agreement, established under the Recipient’s Decision No. 219/05 of October 28, 2005.
2. “Annual Work Program” means the annual plan of activities supported by the Project to be carried out in each calendar year, as prepared by the Recipient, through the MAFRD and the MOH, and agreed between the Recipient and the Association pursuant to in paragraph 2 of Section II of Schedule 2 to this Agreement.
3. “Category” means a category set forth in the table in Section V of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
5. “Decision No. 438/06” means the decision, dated October 25, 2006, issued by the Office of the Deputy Minister of the MAFRD, under the number D-M 438/06 ‘On procedures relating to elimination of poultry affected by Bird flu-Avian Influenza and farmers compensation’, including any amendments thereto as of the date of this Agreement.
6. “Eligible Emergency Imports” means pharmaceuticals and vaccines; medical and veterinary supplies and equipment; and protective clothing and gear; required in the event a territory-wide emergency on HPAI has been declared by the Recipient and/or the PISG.
7. “Environmental Assessment” means the assessment to be conducted by the Recipient, through the MAFRD, with the support of the Project Team, of the Project’s potential environmental risks and impacts in the area likely to be affected by the Project, including all its ensuing aspects, and satisfactory to the Association.
8. “Environmental Management Plan” or “EMP” means the environmental management plan to be prepared by the Recipient, through the MAFRD, with the support of the Project Team, and satisfactory to the Association in respect of the procedures to be undertaken during the implementation of the Project for: (i) zoonotic disease containment and waste management as pertain to special waste, emissions and materials at laboratories and medical facilities; and (ii) safe culling of infected and at-risk poultry and disposal of carcasses and related waste

materials under Part 2 (e) of the Project, as the same may be amended and supplemented from time to time with the Association's prior written approval.

9. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005.
10. "HPAI" means Highly Pathogenic Avian Influenza.
11. "Incremental Operating Costs" means reasonable and necessary incremental expenditures related to the operation of the Project, including on account of Project implementation, management, coordination, and monitoring and evaluation, as approved by the Association on the basis of budgets acceptable to the Association, which would not have been incurred absent the Project and include, *inter alia*, the costs of: (i) maintenance and operation of equipment and vehicles procured or used for the management of the Project; (ii) salaries paid to staff hired for the purposes of the Project, other than salaries or honorarium of officials and employees of the Recipient and the PISG; (iii) travel costs and per diems; (iv) consumable office supplies; (v) communication, printing and publications; (vi) costs of translation and interpretation; (vii) bank charges; and other miscellaneous costs as may be agreed with the Association from time to time.
12. "Institute of Public Health" means the institute operating under the authority of the Ministry of Health (as hereafter defined), or any successor or successors thereto.
13. "Kosovo Police Services" means the law enforcement agency established pursuant to Section 11(i) of United Nations Security Council Resolution 1244 (1999) of June 10, 1999, or any successor or successors thereto.
14. "Kosovo Protection Corps" means the civilian emergency service agency established pursuant to UNMIK Regulation Number 1999/9 of September 20, 1999, as amended, or any successor or successors thereto.
15. "Kosovo Veterinary and Food Agency" means the executive agency operating under the MAFRD (as hereafter defined) established pursuant to Assembly Law No. 2004/21, as promulgated by UNMIK Regulation Number 2004/28 of July 30, 2004, or any successor or successors thereto.
16. "MAFRD" means the Ministry of Agriculture, Forestry and Rural Development within the PISG (as hereafter defined), established pursuant to UNMIK Regulation Number 2001/19, as amended, or any successor or successors thereto.
17. "MFE" means the Ministry of Finance and Economy within the PISG, or any successor or successors thereto.

18. “Ministry of Public Services” means the ministry of the same name within the PISG, established pursuant to Regulation Number 2001/19, as amended, or any successor or successors thereto.
19. “MoH” means the Ministry of Health within the PISG, established pursuant to UNMIK Regulation Number 2002/5, amending UNMIK Regulation Number 2001/19 on the Executive Branch of Self-Government in Kosovo of March 4, 2002, or any successor or successors thereto.
20. “OPM” means the Office of the Prime Minister within the PISG, or any successor or successors thereto.
21. “PISG” means the Provisional Institutions of Self-Government established pursuant to UNMIK Regulation No. 2001/9 of May 15, 2001 on a Constitutional Framework for Provisional Self-Government in Kosovo, as amended, promulgated by the SRSG pursuant to the authority given to him under United Nations Security Council Resolution 1244 (1999) of June 10, 1999.
22. “Poultry Culling Compensation Funding” means, in respect of the Poultry Culling Compensation Scheme, eligible expenditures under Part 2 (e) of the Project in accordance with the Project Operational Manual, compensating eligible poultry owners for culled poultry.
23. “Poultry Culling Compensation Scheme” means the scheme established pursuant to Decision No. 438/06, and to be utilized to pay cash compensation to poultry owners referred to in Part 2 (e) of the Project and paragraph 4 of Section I of Schedule 2 to this Agreement.
24. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
25. “Procurement Plan” means the procurement plan for the Project, dated December 12, 2006, prepared and adopted by the MAFRD, and endorsed by the Recipient, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
26. “Project Operational Manual” means the manual, to be prepared by the Recipient and satisfactory to the Association, referred to in sub-paragraph (a) of Section 4.01 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, consistent with the provisions of this Agreement and with the laws and regulations of the Recipient and the PISG, and including, *inter alia*: (i) the projected Annual Work Program for the first year of the Project; and (ii) the

eligibility criteria, terms and conditions, and procedures for compensating eligible poultry owners for culled poultry under the Poultry Culling Compensation Scheme, and as the same may be amended and supplemented from time to time with the Association's prior written approval.

27. "Project Team" means the project team established or to be established within the MAFRD, referred to in Sections I and II of Schedule 2 to this Agreement, comprised of a qualified Lead Project Coordinator, two Project Coordinators and financial management and procurement staff, and such other qualified staff as may be necessary for Project purposes, and subject to such modifications of the foregoing as the Recipient and the Association may agree upon from time to time.
28. "Public Procurement Agency" means the agency established pursuant to Assembly Law Number 2003/17 on Public Procurement, as amended, as promulgated by UNMIK Regulation Number 2004/3 of February 9, 2003.
29. "SRSG" means the Special Representative of the Secretary-General of the United Nations, appointed pursuant to United Nations Security Council Resolution 1244 (1999) of June 10, 1999.
30. "Training" means expenditures, as approved by the Association, on the basis of annual budgets and plans acceptable to the Association, and incurred in connection with training, workshops, seminars, conferences, and study tours to be carried out under the Project, including travel costs and per-diem allowances for the trainees, and other training-related expenditures as agreed with the Association.
31. "UNICEF" means the United Nations Children's Fund.
32. "UNICEF Services" means the implementation of public awareness information activities related to the Project in Mitrovicë/Mitrovica, Zveçan/Zevecan, Leposaviq/Leposavic, and Zubin Potok/Zubin Potok.
33. "UNMIK" means the United Nations Interim Administration Mission in Kosovo, established pursuant to United Nations Security Council Resolution 1244 (1999) of June 10, 1999.
34. "WHO" means the World Health Organization.
35. "WHO Services" means the implementation of human health activities related to the Project in Mitrovicë/Mitrovica, Zveçan/Zevecan, Leposaviq/Leposavic, and Zubin Potok/Zubin Potok.

