

CONFORMED COPY

GRANT NUMBER H383-BI

Financing Agreement

(Second Multisectoral HIV / AIDS Project)

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 16, 2008

GRANT NUMBER H383-BI

FINANCING AGREEMENT

AGREEMENT dated July 16, 2008, entered into between REPUBLIC OF BURUNDI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to nine million four hundred thousand Special Drawing Rights (SDR 9,400,000) (variously, “Grant”, and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Un-withdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following:

As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Program or a significant part thereof shall be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has adopted the Project Procedures Manual and the Ministry of Public Health and AIDS Control Procedures Manual, both in form and substance satisfactory to the Association.
 - (b) The Recipient has appointed, to the accounting units of the entities involved in Project implementation, in accordance with the provisions of Section III of Schedule 2 to this Agreement as applicable, staff in adequate numbers with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of Project implementation.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister at the time responsible for finance.

6.02. The Recipient's Address is:

Ministry of Economy, Finance, and Development Cooperation
P. O. Box 1830
Bujumbura
Burundi

Telex:	Facsimile:
5135 MINIFINBDI	257-22-22-38-27

6.03. The Association's Address is:

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

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

AGREED at Bujumbura, Burundi, as of the day and year first above written.

REPUBLIC OF BURUNDI

By

/s/ Clotilde Nizigama
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Alassane Sow
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase the coverage of a selected set of preventive and treatment services among groups highly vulnerable to, or affected by, HIV / AIDS.

The Project, which is part of the Program, consists of the following parts:

1. Preventive Services Targeted at High-Risk Groups
 - (a) Carrying out of Subprojects relating to promotion of behavioral change in high-risk groups, and communication campaigns for promotion of male circumcision.
 - (b) Provision of voluntary counseling and testing services to high-risk groups.
 - (c) Provision of capacity-building support to Permanent Executive Secretariat in relation to design and piloting of performance-based contracts for carrying out of behavioral change activities.
 - (d) Carrying out of training of health personnel and provision of medical supplies to public and private health service providers in relation to delivery of prevention-of-mother-to-child-transmission service packages and provision of safe male circumcision services.
 - (e) Delivery of prevention-of-mother-to-child-transmission and male circumcision services through implementation of performance-based contracts between Recipient's ministry at the time responsible for health and public and private health service providers.
 - (f) Accreditation of said service providers and supervision of said contracts by said ministry, including provision of capacity-building support to said ministry in this regard.
 - (g) Provision of selected medical supplies, such as prevention-of-mother-to-child-transmission drugs, and contraceptives, to health service providers as needed.

- (h) Provision of supplies, such as gloves or other protective tools, and capacity-building support to public and private health service providers in relation to implementation of National Waste Management Plan.

2. Performance-Based Clinical and Community-Based Services for AIDS Patients

- (a) Provision of clinical care to HIV / AIDS patients through financing of performance-based service contracts between the Recipient's ministry at the time responsible for health and public and private health service providers.
- (b) Carrying out of training of personnel of selected health service providers in preparation of accreditation of said service providers for HIV / AIDS treatment delivery.
- (c) Carrying out of Subprojects relating to provision of home care services in selected communities.

3. Grants to Families of Persons Living with HIV / AIDS and High-Risk Groups

Carrying out of Subprojects relating to treatment compliance by and nourishment of vulnerable families and families of persons living with HIV / AIDS and provision of support to HIV / AIDS orphans and widows, with particular focus on socio-legal rights and stigmatization issues.

4. Capacity Building of Local Authorities and Key Ministries for HIV / AIDS Activities Implementation, and Program Management

- (a) Financing of part of operating costs of Permanent Executive Secretariat in relation to Program management, including Project management.
- (b) Provision of capacity-building support to Recipient's monitoring and evaluation system in relation to carrying out of impact evaluations and epidemiological studies, provision of evidence for effective targeting of interventions based on vulnerability mapping and periodic triangulation of data for identification of high-risk factors, provision of support to biological and behavioral HIV surveillance among general population and high-risk groups, sentinel surveillance, and monitoring of behavior, and data analysis and use of strategic information for Program and activity improvement.

- (c) Provision of support to local authorities in relation to decentralization pilot for supervision and data collection activities in Communes and Communities.
- (d) Implementation, coordination, or supervision, by Recipient's other ministries and target entities, of HIV / AIDS activities in their respective sectors, including provision of capacity-building support to said ministries and entities in this regard.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

National AIDS Control Council

1. The Recipient shall maintain, throughout Project implementation, the National AIDS Control Council, including the Executive Committee, Permanent Executive Secretariat, Communal AIDS Control Committees, and Provincial AIDS Control Committees, all with an institutional framework, functions, and resources satisfactory to the Association for purposes of Project implementation.
2. The National AIDS Control Council shall be responsible for Project coordination and management in accordance with the following institutional arrangements.

Executive Committee

3. The Executive Committee shall be responsible for overall Project management, including promotion of Project activities, appraisal of Subprojects as set out in Part D of this Section, and monitoring of progress in Project implementation.

Permanent Executive Secretariat

4. The Permanent Executive Secretariat shall be responsible for day-to-day coordination and implementation of Parts 1 (a)-(c), 2 (c), 3, and 4 of the Project and administrative and financial management under the Project, including preparation of the annual work plans and budgets referred to in Section V.D of this Schedule, procurement and monitoring and evaluation, and related reporting to and provision of support to the National AIDS Control Council.

Communal AIDS Control Committees

5. The Communal AIDS Control Committees shall be responsible for day-to-day Project coordination and implementation at Commune level.

Provincial AIDS Control Committees

6. The Provincial AIDS Control Committees shall be responsible for day-to-day Project coordination and implementation at Province level.

Ministry at the Time Responsible for Health

7. The National AIDS Control Council shall, no later than one (1) month after the Effective Date, enter into an agreement, in form and substance satisfactory to the Association, with the Recipient's ministry at the time responsible for health, for purposes of day-to-day coordination and implementation of Parts 1 (d)-(h) and 2 (a) and (b) of the Project.
8. The Recipient's ministry at the time responsible for health shall be responsible for day-to-day coordination and implementation of Parts 1 (d)-(h) and 2 (a) and (b) of the Project in accordance with the provisions of said agreement.

B. Anti-Corruption

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

C. Manuals

1. The Recipient shall: (i) carry out the Project in accordance with the Project Procedures Manual and the Ministry of Public Health and AIDS Control Procedures Manual; and (ii) except as the Association shall otherwise agree, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
2. In the event of any discrepancy between the provisions of the Project Procedures Manual, those of the Ministry of Public Health and AIDS Control Procedures Manual, and those of this Agreement, the latter shall prevail.

D. Subprojects1. General

- (a) The Recipient shall maintain, throughout Project implementation, the Communal AIDS Control Committees and the Provincial AIDS Control Committees, with an institutional framework, functions, and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of subparagraph (a) of this Section, the following entities shall, on behalf of the Recipient, appraise, approve, and monitor and evaluate Subprojects in accordance with the provisions of this Part D and the Project Procedures Manual:
 - (i) the respective Communal AIDS Control Committee shall appraise, approve, and monitor and evaluate Subprojects costing up to \$3,000 equivalent;
 - (ii) the respective Provincial AIDS Control Committee shall appraise, approve, and monitor and evaluate Subprojects costing more than \$3,000 equivalent and up to \$10,000 equivalent;
 - (iii) the Permanent Executive Secretariat shall appraise, approve, and monitor and evaluate Subprojects costing more than \$10,000 equivalent and up to \$100,000 equivalent; and
 - (iv) the Executive Committee shall appraise, approve, and monitor and evaluate Subprojects costing more than \$100,000 equivalent and up to \$1,000,000 equivalent.

2. Subproject Grant Eligibility and Subproject Implementation Guidelines and Procedures

No proposed Subproject shall be eligible for financing under the Project unless the respective Communal AIDS Control Committee, the respective Provincial AIDS Control Committee, the Permanent Executive Secretariat, or the Executive Committee, as the case may be, has determined, on the basis of an appraisal conducted in accordance with this Part D and the Project Procedures Manual, that the proposed Subproject and the proposed Beneficiary satisfy the eligibility criteria specified below and in further detail in the Project Procedures Manual, which shall include the following:

- (a) the proposed Subproject has been prepared by a Civil Society Organization which meets the eligibility criteria specified in the Project Procedures Manual;
- (b) the proposed Subproject is for activities set forth in Section 1 (a), 2 (c), or 3 of Schedule 1 to this Agreement and described in further detail in the Project Procedures Manual;
- (c) the proposed Subproject satisfies none of the non-eligibility criteria specified in the Project Procedures Manual;
- (d) the proposed Subproject complies with the National Waste Management Plan; and
- (e) the proposed Subproject complies with the standards and requirements set forth in the Recipient's applicable laws and regulations relating to the Program.

3. Terms and Conditions of Subproject Grant Agreements

- (a) A Subproject shall be carried out by a Beneficiary pursuant to a Subproject Grant Agreement, to be concluded between the National AIDS Control Council on behalf of the Recipient and the respective Beneficiary, under terms and conditions, satisfactory to the Association, and described in further detail in the Project Procedures Manual, which shall include the following:
 - (i) a description of the Subproject, its budget, and applicable performance indicators;
 - (ii) the provision of the Subproject Grant on a grant basis;
 - (iii) the obligation of the Beneficiary to: (A) carry out the Subproject with due diligence and efficiency and in accordance with sound medical, technical, environmental, financial, and administrative practices; (B) ensure that the resources required for the Subproject are provided promptly as needed; (C) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations, and expenditures relating to the Subproject; and (D) at the request of the Association or the Recipient, have such records audited by independent auditors

acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the records as so audited to the Recipient and the Association;

- (iv) the obligation of the Beneficiary to carry out the Subproject in accordance with the provisions of the Anti-Corruption Guidelines;
 - (v) the requirement that the goods, works, and consultants' services to be financed from the proceeds of the Subproject Grant shall be procured in accordance with procedures ensuring efficiency and economy and in accordance with the provisions of Section III of this Schedule, and shall be used exclusively in the carrying out of the Subproject; and
 - (vi) the right of the National AIDS Control Council, on behalf of the Recipient, and of the Recipient in its own right, to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the goods, works, sites, plants, and construction included in the Subproject, 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 the Subproject and the Beneficiary; and (C) suspend or terminate the right of any Beneficiary to use the proceeds of the Subproject Grant upon failure by the Beneficiary to perform any of its obligations under the Subproject Grant Agreement.
- (b) The National AIDS Control Council, or the Recipient, as the case may be, shall exercise its rights under the Subproject Grant Agreement in such manner as to protect its interests and the interests of the Association and to achieve the Project objective, 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, any substantive provision of the aforementioned.

E. Safeguards

1. The Recipient shall ensure that the Project, including any Subprojects, is implemented in accordance with the provisions of the National Waste Management Plan, 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.

2. The Recipient's ministry at the time responsible for health shall be responsible for implementation of the National Waste Management Plan.
3. No contract for works may be concluded under the Project unless: (a) the proposed activity has been subject to prior review, in form and substance satisfactory to the Association, by the Permanent Executive Secretariat, for purposes of determining whether an environmental and social assessment is required; and (b) the contract in question includes appropriate environmental and social protection provisions, in form and substance satisfactory to the Association, including, as applicable, the appropriate disposal of waste materials, use of non-toxic construction materials, and respect for cultural property.
4. The Recipient shall: (a) carry out, in a manner satisfactory to the Association and prior to implementation of the proposed activity, any environmental and social assessment required pursuant to the prior review referred to in paragraph 3 of this Part E; and (b) carry out the proposed activity in accordance with the environmental and social protection provisions referred to in said paragraph.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

No.	Indicator
1.	Percentage of female sex workers reporting condom use with most recent client (under 25 years of age; over 25 years of age)
2.	Percentage of men and women from 15-49 years of age having had more than one (1) sexual partner in preceding 12 months reporting condom use during last instance of sexual intercourse (15-19 years of age; 20-24 years of age; 25-49 years of age)
3.	Number and percentage of HIV-positive pregnant women having received complete course of anti-retroviral treatment

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, not later than 45 days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. 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.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

- 2. **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
- 3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in 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 and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Limited International Bidding
(b) National Competitive Bidding
(c) Shopping
(d) Direct Contracting
(e) Procurement from United Nations
(f) Community Participation procedures described in Project Procedures Manual

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) Quality-Based Selection
(a) Least Cost Selection
(b) Selection Based on Consultants’ Qualifications
(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

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) each contract for goods estimated to cost the equivalent of \$250,000 or more; (b) each contract for works estimated to cost the equivalent of \$500,000 or more; (c) each contract for goods or works procured on the basis of Direct Contracting; (d) each contract for consultants’ services with specific and exclusive regard to the terms of reference of said contract; (e) each contract for consultants’ services provided by a firm estimated to cost the equivalent of \$100,000 or more; (f) each contract for consultants’ services provided by an individual estimated to cost the equivalent of \$50,000 or more; (g) each contract for consultants’ services procured on the basis of Single Source Selection; and (h) each contract for Training, including workshops and study tours, in accordance with the provisions of the Project Procedures Manual. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to: (a) repay the

Project Preparation Advance in accordance with Section 2.07 of the General Conditions; and (b) finance 100% (inclusive of Taxes) of other Eligible Expenditures, consisting of goods, works, non-consulting services, consultants' services (including for audits), Subprojects, Training, and Operating Costs.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is June 30, 2011.

Section V. Other Undertakings

A. National AIDS Control Council and Recipient's Ministry at the Time Responsible for Health

The Recipient shall, no later than one (1) month after the Effective Date, clarify, in a manner satisfactory to the Association, particularly for purposes of Project implementation, the responsibilities of the National AIDS Control Council and the Recipient's ministry at the time responsible for health, respectively, and the arrangements for coordination between said two entities.

B. National AIDS Control Council Budget

The Recipient shall allocate, on an annual basis in its budget law throughout Project implementation, \$3 million equivalent to the National AIDS Control Council for purposes of carrying out of activities under the latter's annual work plans.

C. External Auditors

The Recipient shall, no later than one (1) month after the Effective Date, appoint, in accordance with the provisions of Section III of this Schedule, external auditors, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the carrying out of the audit referred to in Section II.B.3 of this Schedule.

D. Annual Work Plans and Budgets

The Recipient shall furnish to the Association as soon as available, but in any case not later than September 1 of each year, the annual work plan and budget for the Project for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date.

E. Annual Reviews

The Recipient shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators referred to in Section II.A.1 (a) of this Schedule, the carrying out of the Project and the achievement of the objective thereof;
- (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about June 1 of each year, 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 objective thereof during the period following such date; and
- (c) review with the Association, by July 1 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 objective thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

F. Midterm Review

The Recipient shall:

- (a) carry out jointly with the Association, no later than 24 months after the Effective Date, a midterm review to assess the status of Project

implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of this Schedule. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) annual work plans and budgets; (iv) progress on procurement and disbursement; and (v) Project implementation arrangements; and make adjustments to the Project and reallocate funds to improve performance, if needed;

- (b) prepare and furnish to the Association, three (3) months before such review, a report, in scope and detail satisfactory to the Association, needed to undertake the review, 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 the said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
- (c) review, jointly with the Association, 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 objective thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

APPENDIX**Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Beneficiary” means a Civil Society Organization (as hereinafter defined) which meets the criteria specified in Section I.D of Schedule 2 to this Agreement and the Project Procedures Manual (as hereinafter defined), and to which or for whose benefit a Subproject Grant (as hereinafter defined) is made or proposed to be made for the carrying out of a Subproject (as hereinafter defined).
3. “Civil Society Organization” means an entity established and operating pursuant to the Recipient’s laws, including rural or urban communities, grassroots organizations, religious and cultural organizations, professional and non-professional associations, private enterprises, non-governmental organizations, and community-based associations involved in HIV / AIDS control.
4. “Communal AIDS Control Committee” (*Comité Communal de Lutte contre le SIDA*) means any of the Recipient’s entities within one of its Communes (as hereinafter defined), established and operating pursuant to its Decree No. 100/015 of February 4, 2002, under the supervisory authority of the National AIDS Control Council, and which are charged with implementation of AIDS activities at Commune (as hereinafter defined) level.
5. “Commune” (*Commune*) means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 1/16 of April 20, 2005, representing a designated area and population within the territory of the Recipient.
6. “Community” (*Colline*) means an administrative area of the Recipient in a Commune, established pursuant to the Recipient’s Law No. 1/16 of April 20, 2005, representing a designated area and population within the territory of the Recipient.
7. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised on October 1, 2006.

8. “Executive Committee” means the executive body of the National AIDS Control Council, established and operating pursuant to the Recipient’s Decree No. 100/096 of November 4, 2004, which is charged with Program management.
9. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
10. “HIV / AIDS” means Human Immunodeficiency Virus / Acquired Immunodeficiency Virus.
11. “Ministry of Public Health and AIDS Control” means the ministry of the Recipient at the time responsible for public health and AIDS control.
12. “Ministry of Public Health and AIDS Control Procedures Manual” means the Recipient’s manual, referred to in Section 5.01 (a) of this Agreement, agreed with the Association and outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements for purposes of implementation of the activities of the Ministry of Public Health and AIDS Control, as the same may be amended from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Manual.
13. “National AIDS Control Council” (*Conseil National de Lutte contre le SIDA*) means the Recipient’s entity, including all its branches at Commune and Province level, established and operating pursuant to the Recipient’s Decree No. 100/096 of November 4, 2004, as amended to the date of this Agreement, under the supervisory authority of the Recipient’s Presidency, and which is charged with the provision of general Program orientation and oversight of Program implementation.
14. “National Waste Management Plan” means the Recipient’s plan, dated November 2007, agreed with the Association and setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste in the course of Project implementation, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Plan.

15. “Operating Costs” means the incremental expenses incurred by the National AIDS Control Council and the Recipient’s ministry at the time responsible for health, based on the annual budgets referred to in Section V.D of Schedule 2 to this Agreement as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, advertising and communication expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
16. “Permanent Executive Secretariat” means the administrative and technical body of the National AIDS Control Council, established and operating pursuant to the Recipient’s Decree No. 100/096 of November 4, 2004, and which is charged with Program coordination.
17. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised on October 1, 2006.
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 3, 2008 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.
19. “Program” means the Recipient’s Strategic National Plan for HIV / AIDS Control 2007-11 referred to in its Decree No. 100/144 of April 20, 2007.
20. “Project Procedures Manual” means the Recipient’s manual, referred to in Section 5.01 (a) of this Agreement, agreed with the Association and outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements for purposes of implementation of the Project, as the same may be amended from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Manual.
21. “Project Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on January 3, 2008 and on behalf of the Recipient on January 16, 2008.

22. “Province” (*Province*) means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 1/010 of March 18, 2005, representing a designated area and population within the territory of the Recipient.
 23. “Provincial AIDS Control Committee” (*Comité Provincial de Lutte contre le SIDA*) means any of the Recipient’s entities within one of its Provinces, established and operating pursuant to its Decree No. 100/015 of February 4, 2002, under the supervisory authority of the National AIDS Control Council, and which are charged with implementation of AIDS activities at Province level.
 24. “Subproject” means a specific activity carried out by a Beneficiary under Part 1 (a), 2 (c), or 3 of the Project, financed or proposed to be financed through a Subproject Grant (as hereinafter defined).
 25. “Subproject Grant” means a grant made or proposed to be made to finance a Subproject.
 26. “Subproject Grant Agreement” means an agreement between the Recipient, represented by the National AIDS Control Council, and a Beneficiary, setting forth the terms and conditions under which proceeds of the Financing shall be made available to the Beneficiary for the purpose of financing Subprojects.
 27. “Training” means the training of persons involved in Project-supported activities, based on the annual budgets referred to in Section V.D of Schedule 2 to this Agreement as approved by the Association, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation.
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