

**CONFORMED COPY**

**CREDIT NUMBER 3584-1 CA**

# **Agreement Providing for the Amendment and Restatement of the Development Credit Agreement**

**(Multisectoral HIV/AIDS Health and Education Emergency Support Project)**

**between**

**CENTRAL AFRICAN REPUBLIC**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 25, 2007**

**AGREEMENT PROVIDING FOR THE AMENDMENT AND RESTATEMENT OF THE  
DEVELOPMENT CREDIT AGREEMENT**

AGREEMENT, dated June 25, 2007, between CENTRAL AFRICAN REPUBLIC (the Recipient) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) (the Agreement Providing for the Amendment and Restatement of the Development Credit Agreement).

WHEREAS the Recipient and the Association have agreed to amend the Development Credit Agreement between the Recipient and the Association dated December 14, 2001 (hereinafter referred to as the Development Credit Agreement) in the manner hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

**ARTICLE I**

Section 1.01. The Development Credit Agreement is hereby amended and restated as set forth in the Annex hereto.

Section 1.02. This Agreement Providing for the Amended and Restated Development Credit Agreement shall become effective ("Restructuring Effective Date"), in accordance with Section 8.01 of the General Conditions, upon receipt by the Association of evidence satisfactory to the Association that:

- (a) the Recipient has established the Implementation Committee in a form and with functions, staffing and resources satisfactory to the Association;
- (b) the Recipient has established the FMPU within the Implementation Committee in a form and with functions, staffing and resources satisfactory to the Association, including a financial management specialist and a procurement specialist;
- (c) the Recipient has adopted: (i) the amended Project Implementation Manual; (ii) the amended Financial and Accounting Manual; (iii) the amended Monitoring and Evaluation Manual; and (iv) an amended procurement plan; all in form and substance satisfactory to the Association; and
- (d) the Recipient has appointed financial management staff with satisfactory qualifications in CNLS TS, Ministry of Health and Education, to manage Credit funds.

Section 1.03. Pursuant to Section 8.02 of the General Conditions, as part of the evidence to be furnished pursuant to Section 1.02 above, shall be furnished to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association showing that the Amended and Restated Development Credit Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Recipient and is legally binding on the Recipient in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Brussels, Belgium as of the day and year first above written.

CENTRAL AFRICAN REPUBLIC

By /s/ Maliko Sylvain

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Marie Françoise Marie-Nelly

Authorized Representative

**ANNEX**

**To Agreement providing for the Amendment and Restatement of the  
Development Credit Agreement**

**CREDIT NUMBER 3584-1 CA**

**FINANCING AGREEMENT**

**(Multisectoral HIV/AIDS Health and Education Emergency Support Project)**

**between**

**CENTRAL AFRICAN REPUBLIC**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 25, 2007**

**CREDIT NUMBER 3584-1 - CA****FINANCING AGREEMENT**

AGREEMENT dated June 25, 2007, entered into between CENTRAL AFRICAN REPUBLIC (the 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 has agreed to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to thirteen million three hundred thousand Special Drawing Rights (SDR 13,300,000) (variously, “Credit” 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 Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are December 15 and June 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is EURO.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out Component 1 of the Project through CNLS TS, Component 2 of the project through the Ministry of Health, Component 3 of the project through the Ministry of Education and Component 4 of the project through the Ministry of Planning 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 namely that a situation has arisen which shall make it improbable that the Program or a significant part thereof will be carried out.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has established the Implementation Committee in a form and with functions, staffing and resources satisfactory to the Association;
  - (b) the Recipient has established the FMPU within the Implementation Committee in a form and with functions, staffing and resources satisfactory to the Association, including a financial management specialist and a procurement specialist;
  - (c) the Recipient has adopted: (i) the amended Project Implementation Manual; (ii) the amended Financial and Accounting Manual; (iii) the amended Monitoring and Evaluation Manual; and (iv) an amended procurement plan; all in form and substance satisfactory to the Association;
  - (d) the Recipient has appointed financial management staff with satisfactory qualifications in CNLS TS, Ministry of health and Education, to manage Credit funds; and
  - (e) that the execution and delivery of the Amended and Restated Development Credit Agreement has been duly authorized or ratified by all necessary governmental action.

5.03. 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 the Minister of the Recipient at the time responsible for economy, planning and international cooperation.

6.02. The Recipient's Address is:

Ministère de l'Economie, du Plan et  
de la Coopération Internationale  
P.O. Box 696  
Bangui  
République Centrafricaine

Facsimile:

(236) 61 73 87

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

248423 (MCI)

1-202-477-6391

Washington, D.C.

AGREED at Brussels, Belgium, as of the day and year first above written.

CENTRAL AFRICAN REPUBLIC

By /s/ Maliko Sylvain

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Marie Françoise Marie-Nelly

Authorized Representative

## SCHEDULE 1

### Project Description

The objectives of the Project are to assist the Recipient to contribute to (a) urgent needs in the fight against HIV, such as access to prevention, treatment, and impact mitigation services (b) urgent social needs such as prevention of malaria, increased access to water supply and improved primary education.

The Project consists of the following Parts, subject to such modifications thereof as the Recipient and the Association may agree upon from time to time to achieve such objectives:

#### Component 1: Support to the National Program against HIV-AIDS

- A. Grants to implement Sub-projects of eligible CSOs, youth organizations, a federation of associations of PLWHA and PLWHA associations, for activities against HIV-AIDS dealing with prevention, access to care, treatment and support.
- B. Enhancing access to prevention, care and treatment regarding HIV/AIDS, by providing support for the programs of the Ministry of Health against HIV-AIDS.
- C. Supporting the HIV/AIDS action plans of the Ministry of Education, Ministry of Defense, Ministry of Social Affairs and Ministry of Public Services dealing with prevention, access to care, treatment and support.
- D. Support coordination, supervision, and monitoring and evaluation, through the financing of operational costs, studies, equipment, technical assistance for CNLS Technical Secretariat and the decentralized coordinating committees at the prefecture level and studies of the National Program against HIV/AIDS.

#### Component 2: Support to emergency health needs

- A. Improve Malaria prevention and access to emergency health services by procuring and distributing: (i) insecticide-treated mosquito nets for pregnant women and children under age five and (ii) equipment for emergency health services.
- B. Facilitate implementation of Sub-projects to implement action plans prepared by eligible Communities and CSOs, addressing emergency health needs such as small rural water supply systems and drainage of marshlands to reduce reproduction and spreading of mosquitoes through (i) the provision of Grants to implement Sub-projects, and (ii) contracting an agency to channel funds for the financing of Action Plans of CSOs and Communities.



- C. Support to the Ministry of Health to supervise, monitor, and evaluate the activities of Component 2 of the Project.

Component 3: Support to emergency needs in the Education Sector

- A. Improve the quality of teaching at the primary level by focusing on teachers' training and by improving the ratio students/teachers by providing fellowship allowances to apprentice teachers and training of these apprentice teachers.
- B. Increase the number of textbooks and other educational material in primary schools through provision of these textbooks and educational materials.
- C. Support to the Ministry of Education to supervise, monitor, and evaluate the activities of Component 3 of the Project, through the financing of operational costs, studies, equipment, and technical assistance.

Component 4: Support to a financial management and procurement Unit

Support to the Financial Management and Procurement Unit (FMPU) through the financing of operational costs, studies, equipment, and technical assistance.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

###### 1. Implementation Committee and FMPU

- (a) The Recipient shall create and maintain throughout Project implementation, the Implementation Committee, the FMPU, CNLS, including, CNLS TS and CNLS PMU, up to sixteen (16) CPLS, and a financial management unit within MoHP and MOE, in a form and with functions, staffing and resources satisfactory to the Association, in accordance with the Project Implementation Plan.
- (b) The Recipient shall cause the Implementation Committee, CNLS TS, MoHP, MOE at the national level and CPLS at the regional level to carry out the daily facilitation, implementation and coordination of the Project in their respective sectors.
- (c) Not later than the Restructuring Effective Date, and thereafter by November 30 of each year, the Recipient shall, through the Implementation Committee, furnish to the Association for its review and approval, proposed detailed annual work plans, including training programs and proposed budgets in respect of Project activities for the forthcoming year.

###### 2. Core Ministries

Not later than the Restructuring Effective Date, and thereafter by November 30 of each year, the Recipient shall cause its beneficiary Ministries, through the Implementation Committee, to furnish to the Association for its review and approval, their annual Action Plan for the forthcoming year.

##### B. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entity's Respective Part of the Project, as of the Channeling Modification Date, the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient

shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

**C. Anti-Corruption**

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

**D. Sub-projects.**

- (a) No Subproject to implement Action Plans shall be eligible for financing under a grant out of the proceeds of the Credit unless FMPU or after the Channeling Modification Date, the Project Implementing Entity, has determined, on the basis of an appraisal conducted in accordance with the guidelines set forth in the Project Implementation Manual, that the Subproject satisfies the eligibility criteria specified below and in more detail in the Project Implementation Manual, which shall include the following:
- (i) the Subproject shall be for any of the types of activities referred to in components 1(A) and 2(B) of the Project and shall not be for any of the activities mentioned in a negative list in the Project Implementation Manual;
  - (ii) the Subproject shall be initiated and implemented by an eligible CSO or a Community or under its supervision;
  - (iii) the Subproject shall be in accordance with the standards specified in the Project Implementation Manual; and
  - (iv) the Subproject under subcomponent 1(A) shall be in compliance with the standards set forth in the applicable laws and regulations of the Recipient relating to its HIV/AIDS Program.
  - (v) the Subproject under sub-component 2(B) shall be in compliance with the Revised ESMP to be approved by the Association and to standards set forth in the applicable laws and regulations of the Recipient relating to Environmental protection.
- (b) Subprojects shall be carried out pursuant to Grant Agreements, to be concluded between the Recipient through CNLS or the concerned CPLS or, after the Channeling Modification Date, the Project Implementing Entity, under subcomponent 1(A) and between MoH or, after the Channeling Modification Date, the Project Implementing Entity, under subcomponent 2(B) under terms and conditions satisfactory to the Association, which shall include the following:
- (i) a copy of the approved Subproject, with its budget and its performance indicators;

- (ii) provisions requiring the financing to be made on a grant basis;
- (iii) the obligation to: (a) carry out the Subproject with due diligence and efficiency and in accordance with sound administrative, financial and public health standards and the provisions of the Project Implementation Manual and in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (b) implement a CSO or community ESMP as approved according to the Revised ESMP under sub-component 2(B); (c) maintain adequate records to reflect in accordance with simple and sound accounting practices defined in the Project Implementation Manual, the operations, resources and expenditures in respect of the Subproject; and (d) maintain adequate reporting in accordance with the standards specified in the Project Implementation Manual;
- (iv) the requirement that: (A) the goods, works and services to be financed from the proceeds of the Credit shall be procured in accordance with the procedures set forth in this Agreement; and (B) such goods, works and services shall be used exclusively in the carrying out of the Subproject;
- (v) the right of the Recipient to 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;
- (vi) the right of the Recipient to obtain all information as the Recipient or the Association shall reasonably request regarding the administration, operations and financial conditions of the Subproject, and at the Association's or the Recipient's request, the right to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and
- (vii) the right of the Recipient to suspend or terminate the right of the Community or the CSO as applicable, to use the proceeds of the Credit for the Subproject upon failure by the Community or the CSO, as applicable to perform any of its obligations under its Grant Agreement.

#### **E. Safeguards**

The Recipient shall carry out the Project in accordance with the Project Implementation Manual, the Financial and Accounting Procedures Manual, the Monitoring and Evaluation Manual, the Clinical Waste Management Plan, and the Revised ESMP, and except as the Association shall otherwise agree, shall not amend or waive any provision of these Manuals or of this Plan without the Association's prior written approval. These Manuals and this Plan will not be amended or waived if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.

**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 year, and shall be furnished to the Association not later than four months after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph A.1 (a) consist of the following:
  - i. Number of users of HIV/AIDS VCT services in targeted areas.
  - ii. Additional number of HIV+ patients with access to ARV treatment
  - iii. Additional number of households using ITNs.
  - iv. Teacher/student ratio in targeted districts
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than March 31, 2011.

**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 two months after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal 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 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:

<b>Procurement Method</b>
(a) National Competitive Bidding
(b) International or National Shopping
(c) Direct contracting

**C. Particular Methods of Procurement of Consultants' Services**

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

<b>Procurement Method</b>
(a) Least Cost Selection (LCS)
(b) Selection based on the Consultant 'Qualification (CQS)
(c) Individual Consultant (IC)
(d) Single Source Selection (SSS)

**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. 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 or works estimated to cost the equivalent of \$20,000 or more procured on the basis of International Competitive Bidding, (b) the first 3 contracts for works and goods procured on the basis of National Competitive Bidding and all Direct Contracting; (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (d) each contract for individual consultant services estimated to cost the equivalent of \$5,000 or more; and (e) all contracts procured on the basis of Single Source selection. All other contracts shall be subject to Post Review by the Association.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

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

such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category, as of the Restructuring Effective Date:

	Category	Amount of the Credit Allocated (SDR Equivalent)	% of Expenditures to be Financed (inclusive of Taxes)
(1)	Works	100,000	100%
(2)	Goods:		100%
	(a) Vehicles, motorcycles and equipment	340,000	100%
	(b) drugs, tests, mosquito nets, reagents, schools and health centers supplies	5,500,000	100%
(3)	Consultant services and Audits	460,000	100%
(4)	Training	1,050,000	
(5)	Grants for community subprojects	2,550,000	100%
(6)	Operating costs	900,000	100%
(7)	Refunding of Project Preparation Advance	1,350,000	100%
(8)	Unallocated	1,050,000	100%
	<b>TOTAL</b>	<b>13,300,000</b>	

For the purposes of this Schedule:

- (a) the term "Operating costs" means the incremental expenses incurred on account of Project implementation, including office furniture and supplies, vehicle operation and maintenance, communication and insurance costs, rental expenses, office maintenance costs, utilities, travel cost for Project staff and salaries of support contractual staff for the Project, excluding salaries of officials of the Recipient's civil service; and
- (b) the term "training" means expenses directly related with organization of workshops contributed to the project objectives and approved in the annual action plans and budget, including the per diems for the participants to training sessions, as well as food and drinks served during the sessions.



**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made (i) under sub-components 1(A) and 2(B), prior to the express satisfaction of the Association that the FMPU Reinforcement Date has been met, and (ii) under sub-components 2(B) with respect to any drainage of marshlands or construction of water supply Sub-projects, prior to the express satisfaction of the Association that the Revised ESMP has been adopted in form and substance satisfactory to the Association.
2. The Closing Date is September 30, 2010.

**Section V. Other Undertakings**

1. No later than 3 months after the Restructuring Effective Date, the Recipient shall have appointed within the FMPU two technical assistants specialized in the channeling of funds to CSO and communities, with satisfactory qualifications
2. No later than 3 months after the Restructuring Effective Date, the Recipient through the Ministry of Planning shall have adopted the Revised ESMP, in form and substance satisfactory to the Association.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each June 15 and December 15 :	
commencing December 15, 2011 to and including June 15, 2021	<b>1%</b>
commencing December 15, 2021 to and including June 15, 2041	<b>2%</b>

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

## APPENDIX

### Definitions

1. “Action Plan” means any document describing a set of activities to fight against the HIV/AIDS epidemic carried out by a Community, a CSO or a PSO.
2. “AIDS” means the Acquired Immune Deficiency Syndrome.
3. “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.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “CFA Franc” or “CFAF” means Franc de la Coopération Financière en Afrique Centrale, the currency of the Recipient.
6. “Channeling Modification Date” means the date that the entity identified for channeling funds to CSOs and communities has (i) signed a Subsidiary Agreement with the Recipient, in form and substance satisfactory to the Association, (ii) has otherwise satisfied the requirements provided in the General Conditions, and (iii) has otherwise been found to be fully satisfactory to the Association.
7. “Clinical Waste Management Plan” means the plan for the management of hazardous health/medical waste under the Project, referred to in Schedule 2 to this Agreement, as the same has been amended within three months of the Restructuring Effective Date and may be amended from time to time, and such term includes any schedules to the Clinical Waste Management Plan.
8. “Community” means a rural or urban community group established and operating under the laws of the Recipient, a village in rural areas or any social group in urban areas with strong common social, professional or religious bonds (usually having less than 1,000 members), which has met the eligibility criteria set out in the Project Implementation Manual and the requirements of Schedule 2 to this Agreement and, as a result, has received or is entitled to receive a Sub-Grant (as hereinafter defined) through a Grant Agreement (as hereinafter defined) for the carrying out of a Subproject.
9. “CNLS” means *Comité National de Lutte contre le SIDA*, the Recipient’s national committee to fight against HIV/AIDS, established and operating pursuant to the Recipient’s Decree No. 01-032 dated January 26, 2001.

10. “CNLS Bureau” means the Executive Bureau of the CNLS, the technical and executive body of the CNLS established and operating pursuant to the Recipient’s Decree No. 01-032 dated January 26, 2001.
11. “CNLS TS” means the Technical Secretariat of the CNLS, the technical and administrative body of the CNLS established and operating pursuant to the Recipient’s Decree No. 01-032 dated January 26, 2001.
12. “CPLS” means any of the Recipient’s prefectoral committees to fight against HIV/AIDS (*Comité Préfectoral de Lutte contre le SIDA*); established in each of the Recipient’s Préfectures and operating pursuant to the Recipient’s Decree No. 01-032 dated January 26, 2001.
13. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Recipients” published by the Bank in May 2004 and revised in October 2006.
14. “CSO” means a civil society organization established and operating under the laws of the Recipient, including religious organizations, professional and non-professional associations, private firms and NGOs involved in the fight against HIV/AIDS.
15. “Core Ministries” means MOHP, MOE, MOD, MOI, MOWSS and MORD (as hereinafter defined), the Recipient’s ministries that have prepared Action Plans in accordance with Schedule 2 to this Agreement.
16. “Financial and Accounting Procedures Manual” means the manual to be adopted pursuant to Section 5.01(c) of this Agreement outlining financial and accounting procedures and guidelines to be followed in the implementation of the Project.
17. “FMPU” means a Financial Management and Procurement Unit established before the Restructuring Effective Date by the Recipient, under the Implementation Committee.
18. “FMPU Reinforcement Date” means the date the Recipient shall have appointed within the FMPU two technical assistants specialized in the channeling of funds to CSOs and communities, with qualifications satisfactory to the Association.
19. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006), with the modifications set forth in Section II of this Appendix.
20. “Grant Agreement” means an agreement supporting a Subproject and referred to in Schedule 2 to this Agreement.

21. “HIV” means the Human Immuno-Deficiency Virus.
22. “Implementation Committee” means a Committee to be established pursuant to an *Arrêté* by the Restructuring Effective Date, to be chaired by a senior official from Ministry of Planning and composed of senior officials of ST/CNLS, Ministry of Health, Ministry of Education, Ministry of Finance and Ministry of Hydraulics.
23. “Monitoring and Evaluation Manual” means the manual to be adopted pursuant to Section 5.01(c) of this Agreement outlining monitoring and evaluation procedures and guidelines to be followed in the implementation of the Project.
24. “MOE” means the Recipient’s Ministry responsible for education.
25. “MOF” means the Recipient’s Ministry responsible for economy and finance.
26. “MOHP” means the Recipient’s Ministry responsible for health and population.
27. “NGOs” means non-governmental organizations established and operating under the laws of the Recipient.
28. “PLWHA” means people living with HIV/AIDS.
29. “PSO” means a public sector organization, including Ministries and public agencies existing and operating under the laws of the Recipient.
30. “Préfecture” means any of the sixteen (16) administrative areas of the Recipient’s territory and "Préfectures" means all of these areas.
31. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
32. “Procurement Plan” means the Recipient’s procurement plan for the Project to be adopted pursuant to Section 5.01(c) of this Agreement 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.
32. “Program” means collectively the Recipient’s analysis report on HIV/AIDS dated February, 2001, the interim Health Plan 2000-2002, the national Action Plan for the mobilization of Leaders dated April 2001, the national Strategy 2006-2010 against HIV-AIDS dated July 2006, all four containing details of the design and content of the Recipient’s strategy against the HIV/AIDS epidemic.

33. “Project Implementation Manual” means the manual to be adopted pursuant to Section 5.01(c) of this Agreement, outlining policies, procedures and guidelines to be followed in the implementation of the Project, as amended as of the Restructuring Effective Date.
34. “Project Preparation Advance” means the project preparation advance granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on April 2, 2001 and on behalf of the Recipient on April 23, 2001.
35. “Project Implementing Entity” means the new agency for channeling funds to CSO and communities to be established during Project implementation.
36. “Project Implementing Entity’s Legislation” means the legislation establishing and governing the Project Implementing Entity, or other legislation relating to the Project Implementing Entity.
37. “Restructuring Effective Date” means the date the conditions set forth in Article V of this Agreement are satisfied.
38. “Revised ESMP” means a revised consolidated environment and social management plan which would include: a revised medical waste management plan; a list of insecticides for treatment of bed nets, compliant with WHO guidelines on insecticides allowed for such use; and an operational manual.
39. “STDs” means sexually transmitted diseases.
40. “Sub-project” means a specific Action Plan carried out by a Community and financed, or proposed to be financed, through a Sub-Grant under the Project under Components 1(A) or 2(B) of the Project.
41. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity.
42. “UCM” means *Unité de Cession du Médicament*, the Recipient’s national central Medicine Procurement Agency, created by the Recipient and operating pursuant to Decree No. 94-185, dated May 28, 1994.