

**The World Bank**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION1818 H Street N.W.  
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CONFORMED COPY

June 17, 2011

Baroness Nicholson of Winterbourne, MEP  
Chairman  
AMAR International Charitable Foundation  
Hope House,  
45, Great Peter Street  
London SW1P 3LT  
United Kingdom

**Re: World Bank Iraq Trust Fund Grant No. TF099542  
Second Emergency Assistance Program for Primary Healthcare Project**

Dear Madam:

In response to the request for financial assistance made on behalf of AMAR International Charitable Foundation (“Recipient”), I am pleased to inform you that the International Development Association (“World Bank”), acting as administrator of funds contributed by various donors (collectively “Donors”)<sup>1</sup> to the World Bank Iraq Trust Fund, proposes to extend to the Recipient for the benefit of the Republic of Iraq (“Member Country”), a grant in an amount not to exceed One Million Two Hundred Thousand United States Dollars (U.S.\$1,200,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within 60 days after the date of signature of this

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<sup>1</sup> The following donors have provided contributions to the World Bank Iraq Trust Fund: Australia, Canada, European Community, Finland, Iceland, India, Japan, Republic of Korea, Kuwait, Netherlands, Norway, Qatar, Spain, Sweden, Turkey, United Kingdom, and United States.

Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,  
**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By /s/ Hedi Larbi  
Director Middle East Department  
Middle East and North Africa Region

**AGREED:**

**AMAR INTERNATIONAL CHARITABLE FOUNDATION**

By /s/ Baroness Nicholson of Winterbourne  
Authorized Representative

Name: Baroness Nicholson of Winterbourne  
Title: Executive Chairman  
Date: June 23, 2011

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated June 17, 2011

## Article I

### Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 31, 2010 (“Standard Conditions”) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement. The following terms have the meaning assigned to them below:

- (a) “Environmental and Social Screening and Assessment Framework” means the Environmental and Social Screening and Assessment Framework updated and revised on April 21, 2006, for Projects under the World Bank Iraq Trust Fund.
- (b) “First Emergency Assistance Program for Primary Healthcare Project” means the World Bank’s First Emergency Assistance Program for Primary Healthcare Project in the Member Country (PCF Grant No. 351, TF090208).
- (c) “Operating Costs” means operating expenses incurred by the Recipient, including office rental, equipment rental and supplies, communications charges (telephone, fax, and internet access), rental and maintenance of vehicles, small maintenance and repairs to health facilities, utility charges, banking charges, staff salaries, travel and per diem expenditures of Recipient’s staff as required to implement program activities, but excluding salaries of the Recipient’s civil services.
- (d) “Ministry of Health” or “MOH” means the Recipient’s Ministry of Health, or any successor thereto.
- (e) “Training” means training courses, workshops and seminars and other training activities conducted under the Project, including purchase and publication of materials, rental of facilities and equipment, course fees, and travel and subsistence of trainees.

## Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to increase the access to and improve the quality of basic health services for vulnerable groups, including pregnant women and children. The Project consists of the following parts:

Part1: Improving Services Delivery and Community Outreach

- (a) Rehabilitating and operating existing AMAR Primary Health Care Center (PHCCs), carrying out small works for refurbishing select PHCCs and upgrading them, and purchasing new medical equipment for maternal and child health (MCH) departments and laboratories in the marshlands. Continuing support to the operations of PHCCs rehabilitated under the First Emergency Assistance Program for Primary Healthcare Project.
- (b) Establishing and operating tuberculosis-dedicated mobile clinics in Basra, Maysan, Thi-Qar and Babil Governorates.
- (c) Training Iraqi health professionals in primary healthcare with emphasis on (i) preventive care services including immunization, birth monitoring and MCH services more broadly; (ii) diagnostic care; (iii) management and treatment of disease; and (iv) emergency or rapid-response strategies and techniques.
- (d) Increasing the size and scope of the Recipient's Women Health Volunteer (WHV) Program through recruitment and training of female volunteers from marshland communities in key aspects of preventive healthcare techniques.
- (e) Deploying mobile primary health care facilities (Mobile Health Clinics) in the marshlands as part of the Recipient's community outreach strategy in order to provide access to primary healthcare for the most isolated populations as well as individuals who are disabled or otherwise unable to reach an PHCC.

Part 2: Health Education and Promotion of Behavior Change

- (a) Carrying out training through the Health Education in Schools (HES) Program and the Health Education in the Community (HEC) Program aimed at increasing and improving health knowledge in the marshlands with particular emphasis on children, including training of teachers and promoting behavior change among communities.
- (b) Carrying out public awareness activities aimed at informing communities of the existence of MCH services and promoting health knowledge to isolated and remote communities through the WHV Program and the Health Clinics.

Part 3: Health Monitoring and Engaging Local Health Authorities

- (a) Enhancing the diagnostic capacity through increasing the quality and usage level of the Recipient's laboratory facilities, including development and completion of a comprehensive health profile of the marshlands for long-term strategic use by the Recipient, Ministry of Health (MoH) and partners.
- (b) Carrying out activities aimed at increasing effectiveness of collaboration between the Recipient and MoH including information exchange, joint development of health materials, training of MoH personnel, and joint development and implementation of a health database programme to cover the marshlands.

Part 4: Project Management

Strengthening the Recipient's capacity for Project management, monitoring and evaluation through provision of goods, consultants' services (including audit), and financing of Operating Costs.

2.02. ***Project Execution Generally.*** (a) The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines"); and (c) this Article II.

(b) The Recipient shall carry out all civil works under the Project in accordance with the Environmental and Social Screening and Assessment Framework as applicable to the Project, including preparation of mitigation measures for inclusion in the technical specifications of contracts for civil works.

2.03. ***Project Monitoring, Reporting and Evaluation.*** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

2.04. ***Financial Management.*** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

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

2.05. ***Procurement***

(a) General. All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

- (i) Section I (excluding paragraph 1.18) of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the World Bank in January 2011 (“Procurement Guidelines”), in the case of goods, works and non-consulting services; and
- (ii) Sections I (excluding paragraph 1.25) and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the World Bank in January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and
- (iii) the provisions of this Section.

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Works

The following methods may be used for procurement of goods and works as agreed with the World Bank: (A) Shopping; and (B) Direct Contracting.

(d) Particular Methods of Procurement of Consultants’ Services

The following methods may be used for the procurement of consultants’ services as agreed with the World Bank: (A) Least Cost Selection; (B) Selection based on Consultants’ Qualifications; (C) Single-source Selection; and (D) Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. Except as the World Bank shall otherwise determine by notice to the Recipient, all contracts shall be subject to Post Review by the World Bank.

### **Article III Withdrawal of Grant Proceeds**

3.01. ***Eligible Expenditures.*** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, Works, Consultants' services, Training and Operating Costs under the Project	1,200,000	100%
<b>TOTAL AMOUNT</b>	1,200,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is May 31, 2013.

#### **Article IV Recipient's Representative; Addresses**

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's Chairman.

4.02. **Recipient's Address.** The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

AMAR International Charitable Foundation  
Hope House,  
45, Great Peter Street  
London SW1P 3LT  
United Kingdom

Tel: +44 (0)207 799 2217  
Facsimile: +44 (0)207 222 4665

4.03. **World Bank's Address.** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable:

INDEVAS  
Washington, D.C.

Telex:

248423 (MCI) or  
64145

Facsimile:

1-202-477-6391

(MCI)