

**CONFORMED COPY**

**IDA GRANT NUMBER H140 ANG**

# **Development Grant Agreement**

**(HIV/AIDS, Malaria, and Tuberculosis Control Project - HAMSET)**

**between**

**REPUBLIC OF ANGOLA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated May 18, 2005**

**IDA GRANT NUMBER H140 ANG**

**DEVELOPMENT GRANT AGREEMENT**

AGREEMENT, dated May 18, 2005, between THE REPUBLIC OF ANGOLA (the Recipient) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Association to assist in the financing for the mitigation and control of HIV/AIDS, STI, Malaria and Tuberculosis (TB);

(B) the Project is part of the second phase of the Multi-Country HIV/AIDS Program (MAP II) for the Africa Region, approved by the Board of Executive Directors of the Association on February 7, 2002;

(C) the Recipient has also requested financing from the Global Fund (GF) to assist in the fight and control of the Malaria aspects the Project; and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend the Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I**

**General Conditions; Definitions**

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985 (as amended through May 1, 2004), with the modifications set forth in Schedule 5 to this Agreement (the General Conditions), constitute an integral part of this Agreement.

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth:

(a) "Action Plan" means any document describing a set of activities to fight the HIV/AIDS, Malaria and Tuberculosis epidemics carried out by a PSO (as hereinafter defined), including prevention treatment, care and mitigation of negative impact;

(b) "AIDS" means the Acquired Immune Deficiency Syndrome;

(c) “CCM” means the Recipient’s Country Coordinating Mechanism as specified in the Project Operation Manual;

(d) “CNLSGE” means the Recipient’s *Comissão Nacional para a Luta contra HIV/SIDA e as Grandes Endemias* (National HIV/AIDS and Endemic Diseases Commission) for the fight against HIV/AIDS, Malaria, STI and Tuberculosis established and operating pursuant to the Recipient’s Decree No. 1/03 dated January 10, 2003 (the “CNLSGE Decree”);

(e) “CSO” means a civil society organization established and operating under the laws of the Recipient, including rural or urban communities, grass-root organizations, religious and cultural organizations, professional and non-professional associations, private enterprises, NGOs and community-based associations involved in the fight against HIV/AIDS and which have met the eligibility criteria set out in the Project Operational Manual and the requirements of paragraph 8 Schedule 4 to this Agreement and, as a result, have received or are entitled to receive a CSO Sub-grant (as hereinafter defined) through a CSO Agreement (as hereinafter defined) for the carrying out of a CSO Subproject (as hereinafter defined);

(f) “CSO Agreement” means an agreement for the financing of a CSO Sub-project and referred to in paragraph 9 of Schedule 4 to this Agreement;

(g) “CSO Sub-grant” means a sub-grant made, or to be made, out of the proceeds of the Grant, to finance a CSO Sub-project;

(h) “CSO Sub-project” means a set of activities to fight the HIV/AIDS, Malaria and Tuberculosis and carried out by a CSO and financed, or proposed to be financed, through a Sub-grant under the Project;

(i) “DOTS” means Directly-Observed Treatment;

(j) “Eligible Categories” means Categories (1) and (6) set forth in the table in Part A.1 of Schedule 1 to this Agreement;

(k) “Eligible Expenditures” means the expenditures for goods, works and consultants’ services referred to in Section 2.02 of this Agreement;

(l) “Executive Secretariat” means the Secretariat providing services to the CNLSGE and the CCM;

(m) “External Clients” means users of their services of a specific PSO (as hereinafter defined);

(n) “Financial Management Manual” means the manual referred to in Section 3.04 (a) of this Agreement;

(o) “Financial Monitoring Report” or “FMR” means each report prepared in accordance with Section 4.02 of this Agreement;

(p) “Fiscal Year” mean the Recipient’s fiscal year commencing on January 1 and ending on December 31 of each year;

(q) “FPMU” or “Financial and Procurement Management Unit” means the firm to be recruited by the Recipient to carry out financial management, accounting and procurement activities under the Project, as well as the collection of data for monitoring and evaluation purposes, referred in Section 6.01 (c) of this Agreement;

(r) “HIV” means the Human Immuno-Deficiency Virus;

(s) “IEC” means information, education, communication;

(t) “Initial Deposit” means the amount to be deposited in the Project Account pursuant to Section 3.02 (b) of this Agreement;

(u) “Internal Clients” means the staff and dependents of a specific PSO (as hereinafter defined);

(v) “Kwanza” (*Kwanza*) or the acronym “KZ” means the currency of the Recipient;

(w) “Line Ministries” means the participating ministries, including, but not limited to, MAPESC, MOD, MOE, and MFPM (as hereinafter defined);

(x) “MAPESC” means *Ministério da Administração Pública, Emprego e Segurança Social*, the Recipient’s Ministry in charge of public administration, employment and social security;

(y) “Midterm Review” means the midterm review referred to in paragraph 11 of Schedule 4 to this Agreement;

(z) “MFPM” means *Ministério da Família e Proteção da Mulher*, the Recipient’s ministry in charge of family and women affairs;

(aa) “MWMP” means the medical waste management plan acceptable to the Association for the management of hazardous health/medical waste under the Project, referred to in paragraph 7 of Schedule 4 to this Agreement, as the same may be amended from time to time, and such term includes any schedules to the Medical Waste Management Plan;

(bb) “MOD” means *Ministério da Defesa* the Recipient’s Ministry in charge of Defense;

(cc) “MOE” means *Ministério da Educação* the Recipient’s Ministry in charge of Education;

(dd) “MOH” means *Ministério da Saúde* the Recipient’s Ministry in charge of Health;

(ee) “NGOs” means non-governmental organizations, established and operating under the laws of the Recipient;

(ff) “PLWHA” means people living with HIV/AIDS;

(gg) “Procurement Plan” means the Recipient’s procurement plan, dated September 28, 2004, covering the initial 12 month period (or longer) of Project implementation, as the same shall be updated from time to time in accordance with the provisions of Section 3.03 to this Agreement, to cover succeeding 12 month periods (or longer) of Project implementation;

(hh) “Project Account” means the account to be opened pursuant to Section 3.02 (a) of this Agreement;

(ii) “Project Operational Manual” means the manual to be adopted pursuant to Section 6.01 (b) of this Agreement and referred to in paragraph 1 of Schedule 4 to this Agreement, outlining policies, procurement and implementation procedures and monitoring guidelines for the Project;

(jj) “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 November 25, 2003, and on behalf of the Recipient on December 10, 2003.

(kk) “PSO” means a national, provincial and municipal public sector organization, including, Line Ministries, secretariats of state, parastatals companies and public entities existing and operating at the local level under the laws of the Recipient;

(ll) “Report-based Disbursements” means the Recipient’s option for withdrawal of funds from the Grant Account referred to in Part A.5 of Schedule 1 to this Agreement;

(mm) “Sector Focal Team” means a team within the Recipient’s Line Ministries, in charge of preparing, reviewing and implementing an Action Plan for said Line Ministries;

(nn) “Special Account” means the account referred to in Part B of Schedule 1 to this Agreement;

(oo) “STIs” means sexually transmitted infections;

(pp) “TB” means Tuberculosis; and

(qq) “TSCCM” means the Technical Subcommittee of the CCM comprised of PCU Director, Technical Program Directors of the MOH and six other permanent members from Line Ministries, donors, United Nation agencies and civil society.

## **ARTICLE II**

### **The Grant**

Section 2.01. The Association agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, an amount in various currencies equivalent to fourteen million and one hundred thousand Special Drawing Rights (SDR 14,100,000).

Section 2.02. (a) The amount of the Grant may be withdrawn from the Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made:

- (i) expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods and services required for carrying out the Project and to be financed out of the proceeds of the Grant;
- (ii) amounts paid (or if the Association shall so agree, amounts to be paid) by the Recipient on account of withdrawals made for the benefit of a PSO to meet the reasonable costs of goods and services to be financed under Part A of the Project out of the proceeds of the Grant; and
- (iii) amounts paid (or if the Association shall so agree, amounts to be paid) by the Recipient on account of withdrawals made for the benefit of a CSO to meet the reasonable costs of goods, works and services required for CSO Sub-Project to be financed under Part C of the Project out of the proceeds of the Grant.

(b) Promptly after the Effective Date, the Association shall, on behalf of the Recipient, withdraw from the Grant Account and pay to itself the amount required to repay the principal amount of the Project Preparation Advance withdrawn and outstanding as of such date and to pay all unpaid charges thereon. The unwithdrawn balance of the authorized amount of the Project Preparation Advance shall thereupon be canceled.

Section 2.03. The Closing Date shall be June 30, 2010, or such later date as the Association shall establish. The Association shall promptly notify the Recipient of such later date.

Section 2.04. (a) The Recipient shall pay to the Association a commitment charge on the principal amount of the Grant not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Recipient from the Grant Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.04 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Recipient; and (iii) in currency specified in this Agreement or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of Section 4.02 of the General Conditions.

Section 2.05. Commitment charges shall be payable semiannually on March 1 and November 1 in each year.

Section 2.06. The currency of United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

### **ARTICLE III**

#### **Execution of the Project**

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall carry out the Project, through MOH in a multi-sectoral approach involving all participating Line Ministries, with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental and public health practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Recipient and the Association shall otherwise agree, the Recipient shall carry out the Project in accordance with the implementation program set forth in Schedule 4 to this Agreement.

Section 3.02. Without limitation to its obligations under Section 3.01 of this Agreement, the Recipient shall for the purposes of the Project:

(a) open and thereafter maintain, until the completion of the Project, an account in Kwanzas in a commercial bank on terms and conditions satisfactory to the Association (Project Account) into which it shall deposit from time to time its local counterpart contribution to the cost of the Project;

(b) promptly thereafter, deposit the initial amount in Kwanza equivalent to \$200,000 (the Initial Deposit);

(c) thereafter deposit into the Project Account, at quarterly intervals during Project implementation, an amount or amounts as may be required and agreed upon with the Association to timely replenish the Project Account back to the amount of the Initial Deposit; and

(d) ensure that amounts deposited into the Project Account pursuant to paragraphs (b) and (c) above shall be used only to make payments to meet expenditures made or to be made in respect of the reasonable cost of goods and services for the Project and not financed or to be financed by the Grant.

Section 3.03. (a) Except as the Association shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be governed by the provisions of Schedule 3 to this Agreement, as said provisions may be further elaborated in the Procurement Plan.

(b) The Recipient shall update the Procurement Plan in accordance with guidelines acceptable to the Association, and furnish such update to the Association not later than 12 months after the date of the preceding Procurement Plan, for the Association's approval.

Section 3.04. The Recipient shall:

(a) No later than three (3) months after the Effective Date, approve and thereafter implement a Financial Management Manual outlining financial, administrative and accounting procedures and guidelines to be followed in the implementation of the Project; and

(b) No later than six (6) months after the Effective Date, acquire and install and train PCU staff on the use of new accounting software system.



## **ARTICLE IV**

### **Financial Covenants**

Section 4.01. (a) The Recipient shall establish and maintain a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Recipient shall:

- (i) have the financial statements (balance sheets, statements of income and expenses and related statements) referred to in paragraph (a) of this Section and the records and accounts for the Special Accounts for each Fiscal Year (or other period agreed to by the Association), commencing with the Fiscal Year in which the first withdrawal under the Project Preparation Advance was made, audited, in accordance with consistently applied auditing standards acceptable to the Association, by independent auditors acceptable to the Association;
- (ii) furnish to the Association as soon as available, but in any case not later than six months after the end of each such year (or such other period agreed to by the Association), (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year (or other period agreed to by the Association), as so audited, and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Association; and
- (iii) furnish to the Association such other information concerning such records and accounts, and the audit of such financial statements, and concerning said auditors, as the Association may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of reports referred to in Part A.5 of Schedule 1 to this Agreement (Report-based Disbursements) or on the basis of statements of expenditure, the Recipient shall:

- (i) retain, until at least one year after the Association has received the audit report for, or covering, the Fiscal Year in which the last withdrawal from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

- (ii) enable the Association's representatives to examine such records; and
- (iii) ensure that such reports and statements of expenditure are included in the audit for each Fiscal Year (or other period agreed to by the Association), referred to in paragraph (b) of this Section.

Section 4.02. (a) Without limitation upon the Recipient's progress reporting obligations set out in paragraph 10 of Schedule 4 to this Agreement, the Recipient shall prepare and furnish to the Association a Financial Monitoring Report, in form and substance satisfactory to the Association, which:

- (i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the Grant, and explains variances between the actual and planned uses of such funds;
- (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and
- (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first FMR shall be furnished to the Association not later than 45 days after the end of the first calendar quarter after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar quarter; thereafter, each FMR shall be furnished to the Association not later than 45 days after each subsequent calendar quarter, and shall cover such calendar quarter.

## **ARTICLE V**

### **Remedies of the Association**

Section 5.01. Pursuant to Section 6.02 (l) of the General Conditions, the following additional events are specified:

(a) As a result of events which have occurred after the date of the Development Grant Agreement, an extraordinary situation shall have arisen which shall make it improbable that Program will be able to perform its obligations under the Project Agreement.

(b) The CNLSGE Decree, or any texts enacted for its application, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely affect the implementation of the Project.

## **ARTICLE VI**

### **Effectiveness; Termination**

Section 6.01. The following events are specified as conditions to the effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions:

(a) the Project Account has been opened and the Initial Deposit deposited therein;

(b) the Recipient has adopted the Project Operation Manual, in form and substance satisfactory to the Association;

(c) the Recipient has contracted with the Financial and Procurement Management Unit, satisfactory to the Association in accordance with the provisions of Section II of Schedule 3 to this Agreement; and

(d) the TSCCM membership is appointed and fully operational.

Section 6.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

## ARTICLE VII

### Representatives of the Recipient; Addresses

Section 7.01. The Minister of Planning (*Ministra do Planeamento*) of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 7.02 The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Planning  
Largo do Palácio  
Cidade Alta  
Caixa Postal 1205  
Luanda  
Angola

Facsimile:  
244 233 9586

For the Association:

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) 64145 (MCI)	(202) 477-6391

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

REPUBLIC OF ANGOLA

By /s/ Ana Dias Lourenco

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Michael Baxter

Authorized Representative

## **SCHEDULE 1**

### **Withdrawal of the Proceeds of the Grant**

#### **Part A. General**

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Grant, the allocation of the amounts of the Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	Amount of the Grant Allocated (Expressed in <u>SDR Equivalent</u> )	% of Expenditures <u>to be Financed</u>
(1) Works	750,000	85%
(2) Goods	2,700,000	100% of foreign expenditures and 85% of local expenditures
(3) Training	1,900,000	100%
(4) Consultants' services and audits	3,100,000	85%
(5) CSO Sub-projects	4,100,000	100% of amounts disbursed
(6) Operating costs	70,000	100%
(7) Refunding of the Project Preparation Advance	400,000	Amount due pursuant to Section 2.02 (b) of this Agreement
(8) Unallocated	1,080,000	
<b>Total</b>	<b><u>14,100,000</u></b>	

2. For the purposes of this Schedule, the terms :

(a) “foreign expenditures” means expenditures in the currency of any country other than that of the Recipient for goods or services supplied from the territory of any country other than that of the Recipient;

(b) “local expenditures” means expenditures in the currency of the Recipient or for goods or services supplied from the territory of the Recipient;

(c) “operating costs” means the incremental expenditures incurred on account of Project implementation, including office furniture and supplies, vehicle operation and maintenance, communication and insurance costs, bank charges on Special Account, 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

(d) “training” includes scholarships, stipends, travel, purchase of training materials and rental of training facilities.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of :

(a) payments made for expenditures prior to the date of this Agreement; and

(b) expenditures under Category (5) to a CSO for a CSO Sub-project under a CSO Sub-grant Agreement unless: (i) the Grant Agreement has been made in accordance with eligibility criteria and on terms and conditions set forth or referred to in the Project Operational Manual and the provisions of paragraph 6 and 7 of Schedule 4 to this Agreement.

4. The Association may require withdrawals from the Grant Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) goods costing less than \$200,000 equivalent per contract; (b) works costing less than \$200,000 equivalent per contract; (c) services of individual consultants costing less than \$50,000 equivalent per contract; (d) services of consulting firms under contracts costing less than \$100,000 equivalent per contract; (e) CSO Sub-Projects costing less than \$200,000 equivalent per contract; and (f) training and operating costs, all under such terms and conditions as the Association shall specify by notice to the Recipient.

5. The Recipient may request withdrawals from the Grant Account to be made on the basis of reports to be submitted to the Association in form and substance satisfactory to the Association, such reports to include the FMR and any other information as the Association shall specify by notice to the Recipient (Report-based Disbursements). In the case of the first such request submitted to the Association before any withdrawal has been made from the Grant Account, the Recipient shall submit to the Association only a

statement with the projected sources and applications of funds for the Project for the six-month period following the date of such request.

Part B. Special Account

1. The Recipient may open and maintain in Dollars a special deposit account in a commercial Bank acceptable to the Association, on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure and attachment.

2. After the Association has received evidence satisfactory to it that the Special Account has been opened, withdrawals from the Grant Account of amounts to be deposited into the Special Account shall be made as follows:

(a) if the Recipient is not making Report-based Disbursements, withdrawals shall be made in accordance with the provisions of Annex A to this Schedule 1; and

(b) if the Recipient is making Report-based Disbursements, withdrawals shall be made in accordance with the provisions of Annex B to this Schedule 1.

3. Payments out of the Special Account shall be made exclusively for Eligible Expenditures. For each payment made by the Recipient out of the Special Account, the Recipient shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for Eligible Expenditures.

4. Notwithstanding the provisions of Part B.2 of this Schedule, the Association shall not be required to make further deposits into the Special Account:

(a) if the Association, at any time, is not satisfied that the reports referred to in Part A.5 of this Schedule 1 adequately provide the information required for Report-based Disbursements;

(b) if the Association determines at any time that all further withdrawals for payment of Eligible Expenditures should be made by the Recipient directly from the Grant Account; or

(c) if the Recipient shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of: (A) the records and accounts for the Special Account; or (B) the records and accounts reflecting expenditures with respect to which withdrawals were Report-based Disbursements or were made on the basis of statements of expenditure, as the case may be.

5. The Association shall not be required to make further deposits into the Special Account in accordance with the provisions of Part B.2 of this Schedule if, at any time, the



Association shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to Section 6.02 of the General Conditions. Upon such notification, the Association shall determine, in its sole discretion, whether further deposits into the Special Account may be made and what procedures should be followed for making such deposits, and shall notify the Recipient of its determination.

6. (a) If the Association determines at any time that any payment out of the Special Account was made for an expenditure which is not an Eligible Expenditure, or was not justified by the evidence furnished to the Association, the Recipient shall, promptly upon notice from the Association, provide such additional evidence as the Association may request, or deposit into the Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association determines at any time that any amount outstanding in the Special Account will not be required to cover payments for Eligible Expenditures during the six-month period following such determination, the Recipient shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Recipient may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Association made pursuant to subparagraph (a), (b) or (c) of this paragraph 6 shall be credited to the Grant Account for subsequent withdrawal or for cancellation in accordance with the provisions of the Grant Agreement.

**Annex A  
to  
SCHEDULE 1**

**Operation of Special Account  
When Withdrawals Are Not  
Report-based Disbursements**

1. For the purposes of this Annex, the term “Authorized Allocation” means the amount of \$800,000 to be withdrawn from the Grant Account and deposited into the Special Account pursuant to paragraph 2 of this Annex.
2. Withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:
  - (a) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Association a request or requests for deposit into the Special Account of an amount or amounts which in the aggregate do not exceed the Authorized Allocation. On the basis of each such request, the Association shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the Special Account such amount as the Recipient shall have requested.
  - (b) For replenishment of the Special Account, the Recipient shall furnish to the Association requests for deposit into the Special Account at such intervals as the Association shall specify. Prior to or at the time of each such request, the Recipient shall furnish to the Association the documents and other evidence required pursuant to Part B.3 of Schedule 1 to this Agreement for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the Special Account such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for Eligible Expenditures. Each such deposit into the Special Account shall be withdrawn by the Association from the Grant Account under one or more of the Eligible Categories.
3. The Association shall not be required to make further deposits into the Special Account, once the total unwithdrawn amount of the Grant minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the Grant Account of the remaining unwithdrawn amount of the Grant shall follow such procedures as the Association shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.



**Annex B  
to  
SCHEDULE 1**

**Operation of Special Account  
When Withdrawals Are  
Report-based Disbursements**

1. Withdrawals from the Grant Account shall be deposited by the Association into the Special Account in accordance with the provisions of Schedule 1 to this Agreement. Each such deposit into the Special Account shall be withdrawn by the Association from the Grant Account under one or more of the Eligible Categories.
2. Upon receipt of each application for withdrawal of an amount of the Grant, the Association shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the Special Account an amount equal to the lesser of: (a) the amount so requested; and (b) the amount which the Association has determined, based on the reports referred to in Part A.5 of this Schedule 1 applicable to such withdrawal application, is required to be deposited in order to finance Eligible Expenditures during the six-month period following the date of such reports.

## **SCHEDULE 2**

### **Description of the Project**

The objective of the Project is to assist the Recipient to organize a response to the HIV/AIDS, Malaria, and Tuberculosis epidemics through a multi-sectoral approach by: (i) reducing the spread and mitigating the effects of HIV/AIDS through the increasing access to prevention services diagnosis, care and support for PLWHA.; (ii) strengthening the capacity of the health sector to detect new cases of Tuberculosis, improve treatment compliance, and increase the completion rate; (iii) strengthening the capacity of the MOH to effectively manage cases of malaria.

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.

#### **Part A: Public Sector Response**

1. *Capacity Building:* Carrying out capacity building activities at the national, provincial and municipal levels for the Line Ministries to: (a) prepare and execute Action Plans on HIV/AIDS, Malaria, and Tuberculosis focusing on Internal and External Clients, (b) train Sector Focal Team on HIV/AIDS, Malaria, STI, and Tuberculosis and peer educators in project preparation, management, monitoring and evaluation; and (c) organize HIV/AIDS, Malaria, and Tuberculosis outreach programs; all through the provision of technical advisory services and training, the acquisition of goods, equipments and materials.

2. *Support the Line Ministries to mitigate the impact of HIV/AIDS, Malaria, and Tuberculosis on Internal Clients:* Carrying out activities to mitigate the impact of the HIV/AIDS, Malaria, and Tuberculosis at the national, provincial and municipal PSOs through, *inter alia*, (a) IEC activities for staff and their dependents; (b) development and distribution of behavioral change and safe sex practice materials; (c) distribution of condoms; (d) promote the access to diagnosis and treatment; (e) conduct baseline knowledge, attitude and practices survey; (f) review staff and dependent benefits in respect of the long term needs posed by HIV/AIDS and establish guidelines for timely disbursement of benefits; (g) review and strengthen policies regarding protection of PLWHA; (h) prepare gender-responsive sectors-specific HIV/AIDS communication plans in PSOs; (i) mainstream HIV/AIDS related activities into the core functions of every sector; all through the provision of technical advisory services and training, the acquisition of goods, equipments and materials.

3. *Support the Line Ministries to mitigate the impact of HIV/AIDS, Malaria, and Tuberculosis on External Clients:* Carrying out same activities as Part A.2 to mitigate the impact of the HIV/AIDS, Malaria, and Tuberculosis at the national, provincial and

municipal levels focusing on External Clients; all through the provision of technical advisory services and training, the acquisition of goods, equipments and materials.

Part B: Health Sector Response

1. *National HIV/AIDS Strategy:* Carrying out activities to strengthen MOH capacity to implement the national HIV/AIDS strategy at the national, provincial and municipal levels through, *inter alia:* (a) improving the epidemiology surveillance system; (b) conducting IEC activities and undertake mass media campaigns to reduce stigma surrounding HIV/AIDS epidemic; (c) promoting behavioral change and safe sex practices (including the use of condoms); (d) developing and implementing guidelines for dissemination and treatment of STI; (e) developing and implementing guidelines for promoting HIV voluntary counseling and testing; (f) installing voluntary counseling and testing units in health centers, and municipal and general hospitals; (g) developing logistical systems for the implementation of the national safe blood policy; (h) preparing and implementing policies on breastfeeding and the prevention of mother-to-child transmission; (i) expanding counseling as well as psychological and material support for PLWHA and their families; (j) preparing gender-responsive sectors-specific HIV/AIDS sensitization plans; and (k) developing and implementing operational plans for the control of HIV/AIDS; all through the provision of technical advisory services and training, the acquisition of goods, equipments, materials and the execution of works for the rehabilitation and extension of existing infrastructure.

2. *Malaria:* Carrying out activities to strengthen Malaria control initiatives at the national, provincial and municipal level through, *inter alia:* (a) training coordinators in operational management; (b) finalizing and disseminating laboratory guidelines for diagnosis, case management, and entomological studies; (c) developing mechanisms to integrate Malaria treatment into reproductive health programs; and (d) training of health sector service providers at all levels as well as NGOs to implement case management guidelines; all through the provision of technical advisory services and training.

3. *Tuberculosis:* Carrying out activities to strengthen Tuberculosis national programs by increasing the DOTS coverage and integrating TB and HIV/AIDS interventions through, *inter alia:* (a) developing and disseminating of DOTS guidelines; (b) developing guidelines for symptom-based TB screening of HIV/AIDS positive individuals; (c) developing and implementing recoding systems; (d) rehabilitating and equipping laboratories for TB diagnosis; (e) improving logistical capacity to plan, procure and distribute TB drugs; (f) training of health sector service providers at all levels; (g) improving TB diagnosis and treatment; (h) developing and implementing guidelines for the integration of TB and HIV services; and (i) creating voluntary counseling and testing services for HIV testing of TB patients; all through the provision of technical advisory services and training, the acquisition of goods, equipment, and materials and the execution of works for the rehabilitation and extension of existing infrastructure.

Part C: Community Response

Supporting CSOs at the national, provincial and municipal level in their initiatives against HIV/AIDS, Malaria and Tuberculosis through prevention, control and support activities and the preparation and execution of Subprojects, detailing, among other things, the measures to be taken by their staff and by their members to initiate or strengthen their fight against HIV/AIDS, Malaria and Tuberculosis, including, *inter alia*: (a) conducting IEC activities on the impact of the HIV/AIDS, Malaria and Tuberculosis epidemics and supporting the formal and informal education sectors to carry messages and promote behavioral changes; (b) promoting the use of condoms; (c) expanding community-based networks in prevention, care and support activities; (d) promoting revenue-generating activities for PLWHA and their families; (e) providing home and community-based care for PLWHA; and (f) supporting orphans, foster families and AIDS-stricken impoverished households, including those headed by females, children and elderly, by providing material and psychological support; all through the provision of sub-grants approved in accordance with the Project Operational Manual.

Part D: Project Coordination

1. Carrying out activities to support the establishment of the PCU to facilitate, coordinate, monitor and evaluate HIV/AIDS, Malaria and Tuberculosis prevention, care and support activities, as embodied in the Program, through the rehabilitation of installations, acquisition of goods and equipment, provision of technical advisory services and training.
2. Contracting out entities to: (i) assist PCU in procurement and financial tasks; (ii) monitor and evaluate activities to ensure an independent analysis and the tracking of Program performance against targets and variations in accordance the Project Operational Manual; and (iii) carry out project audits.

\* \* \*

The Project is expected to be completed by December 31, 2009.

### **SCHEDULE 3**

#### **Procurement**

##### Section I. General

A. All goods, works and services (other than consultants' services) shall be procured in accordance with the provisions of Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" dated May 2004 (the Procurement Guidelines), and with the provisions of this Schedule.

B. All consultants' services shall be procured in accordance with Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Recipients" dated May 2004 (the Consultant Guidelines), and with the provisions of this Schedule.

C. The capitalized terms used below in this Schedule to describe particular procurement methods or methods of review by the Association of particular contracts, have the meanings ascribed to them in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

##### Section II. Particular Methods of Procurement of Goods, Works and Services (other than Consultants' Services)

A. International Competitive Bidding. Except as otherwise provided in Part B of this Section, contracts shall be awarded on the basis of International Competitive Bidding. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines, providing for domestic preference in the evaluation of bids, shall apply to goods manufactured in the territory of the Recipient.

##### B. Other Procurement Procedures

1. Limited International Bidding. Goods which the Association agrees can only be purchased from a limited number of suppliers may be procured under contracts awarded on the basis of Limited International Bidding.

2. National Competitive Bidding. Goods estimated to cost less than \$200,000 equivalent per contract and works, may be procured under contracts awarded on the basis of National Competitive Bidding and may be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

3. Shopping. Goods estimated to cost less than \$50,000 equivalent per contract and works estimated to cost less than \$50,000 equivalent per contract, may be procured under contracts awarded on the basis of Shopping.



4. Direct Contracting. Goods and works which the Association agrees meet the requirements for Direct Contracting may be procured in accordance with the provisions of said procurement method.

5. Procurement from UN Agencies. Goods may be procured directly from U.N. International Agency Procurement Services Unit (IAPSO), the United Nations International Children's Fund (UNICEF), the United Nations Fund for Population Activities (UNFPA), and the World Health Organization (WHO), in accordance with the provisions of paragraphs 3.1 and 3.9 of the Procurement Guidelines.

6. Community Participation. Goods, works and services required for Part C of the Project may be procured on the basis of community participation in accordance with procedures acceptable to the Association as defined in the Project Operation Manual.

### Section III. Particular Methods of Procurement of Consultants' Services

A. Quality- and Cost-based Selection. Except as otherwise provided in Part B of this Section, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection. For purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than \$200,000 equivalent per contract may comprise entirely national consultants.

#### B. Other Procedures

1. Quality-based Selection. Services for assignments which the Association agrees meet the requirements set forth in paragraph 3.2 of the Consultant Guidelines may be procured under contracts awarded on the basis of Quality-based Selection in accordance with the provisions of paragraphs 3.1 through 3.4 of the Consultant Guidelines.

2. Least-cost Selection. Services for audits and works engineering services may be procured in accordance with the provisions of paragraphs 3.1 and 3.6 of the Consultant Guidelines.

3. Selection Based on Consultants' Qualifications. Services estimated to cost less than \$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1, 3.7 and 3.8 of the Consultant Guidelines.

4. Single Source Selection. Services for tasks in circumstances which meet the requirements of paragraph 3.10 of the Consultant Guidelines for Single Source Selection, may, with the Association's prior agreement, be procured in accordance with the provisions of paragraphs 3.9 through 3.13 of the Consultant Guidelines.

5. Individual Consultants. Services for assignments that meet the requirements set forth in the first sentence of paragraph 5.1 of the Consultant Guidelines may be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.2 through 5.3 of the Consultant Guidelines. Under the circumstances described in paragraph 5.4 of the Consultant Guidelines, such contracts may be awarded to individual consultants on a sole-source basis.

Section IV.      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 \$200,000 or more, (b) each contract for works estimated to cost the equivalent of \$200,000 or more procured on the basis of International Competitive Bidding, Limited International Bidding or National Competitive Bidding, or Direct Contracting; and (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more. All other contracts shall be subject to Post Review by the Association.

## **SCHEDULE 4**

### **Implementation Program**

#### **A. General**

1. The Recipient shall carry out the Project in accordance with the Project Operation Manual, Procurement Plan and the Medical Waste Management Plan, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive any provision of these documents if, in the opinion of the Association, such amendment, abrogation or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.

2. The Recipient shall maintain CNLSGE and its Executive Secretariat in a form and with functions, staffing, resources and operation satisfactory to the Association, in accordance with the CNLSGE Decree and the Project Operation Manual.

3. The Recipient shall maintain TSCCM in a form and with functions, staffing, resources and operation satisfactory to the Association, in accordance with the Project Operation Manual.

4. The Recipient shall cause its Line Ministries, through their respective Sector Focal Team, to prepare in collaboration with PCU their annual Action Plan.

#### **B. PCU**

5. The Recipient shall establish and maintain throughout the implementation of the Project, the PCU in a form and with functions, staffing and resources satisfactory to the Association, in accordance with the Project Operational Manual.

6. The Recipient shall cause the PCU to carry out the facilitation, implementation, monitoring, evaluation and coordination of the Project to include, *inter alia*: (i) the preparation of consolidated annual work programs and budgets for the Project; (ii) in collaboration with FPMU, the preparation of FMRs in accordance with Section 4.02 of this Agreement; (iii) the preparation of reports on the status of Project implementation; and (iv) signing of Sub-grant Agreements with CSO for CSO Subprojects, in accordance with the Project Operational Manual.

#### **C. Safeguard Policies**

7. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the MWMP, and except as the Association shall otherwise agree, shall not amend or waive any provision of the said plan, if such amendment or waiver may, in the opinion of the Association materially or adversely affect the implementation of the Project.

D. CSO Subprojects

8. Without limitation upon the provisions of paragraph 1 above, no CSO Subproject shall be eligible for financing under a sub-grant out of the proceeds of the Grant, on the basis of an appraisal conducted in accordance with the guidelines set forth in the Project Operational Manual, that the CSO Subproject satisfies the eligibility criteria specified below and in more detail in the Project Operational Manual, which shall include the following:

(a) the CSO Subproject shall be for any of the types of activities referred to in Part C of the Project and shall not be for any of the activities mentioned in a negative list in the Project Operational Manual;

(b) the CSO Subproject shall be initiated and implemented by a CSO;

(c) the CSO Subproject shall be in accordance with the standards specified in the Project Operational Manual; and

(d) the CSO Subproject shall be in compliance with the applicable laws and regulations of the Recipient relating to its HIV/AIDS, Malaria, and Tuberculosis Program.

9. CSO Subprojects shall be carried out pursuant to CSO Agreements, to be received, reviewed and selected, approved and signed by PCU and the concerned CSO, under terms and conditions satisfactory to the Association, which shall include the following:

(a) a copy of the approved CSO Subproject, with its budget and its performance indicators;

(b) provisions requiring the financing to be made on a grant basis;

(c) the obligation to: (A) carry out the CSO Subproject with due diligence and efficiency and in accordance with sound administrative, financial and public health standards and in accordance with the provisions of the Project Operational Manual; (B) maintain adequate records to reflect, in accordance with simple and sound accounting practices defined in the Project Operational Manual, the operations, resources and expenditures in respect of the CSO Subproject; and (C) maintain adequate reporting in accordance with the standards specified in the Project Operational Manual;

(d) the requirement that: (i) the goods, works and services to be financed from the proceeds of the CSO Sub-grant shall be procured in accordance with the procedures set forth in Schedule 3 to this Agreement; and (ii) such goods, works and services shall be used exclusively in the carrying out of the CSO Subproject;

(e) 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 CSOs, the operations thereof and any relevant records and documents;

(f) 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 CSO Subproject; and

(g) the right of the Recipient to suspend or terminate the right of the CSO to use the proceeds of the CSO Sub-grant for the CSO Subproject upon failure by the CSO to perform any of its obligations under its CSO Agreement.

E. Reports and Midterm Review

10. The Recipient shall:

(a) implement maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Project Operation Manual and performance indicators satisfactory to the Association, the carrying out of the Project and the achievement of the objective thereof;

(b) prepare, under the conditions provided for in the Project Operation Manual terms of reference satisfactory to the Association, and furnish to the Association, not later than April 30, and October 31 of each year, or at any later date agreed with the Association, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 5 above and including beneficiaries' feedback reports and CSO Subproject completion reports, on the progress achieved in the carrying out of the Project during the calendar semester 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 calendar semester following such date; and

(c) review with the Association, not later than one month after the submission of the report referred to in paragraph (ii) above, or at any later date agreed with the Association, the report referred to in paragraph (ii) above, 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.

11. Midterm Review

(a) Not later than June 30, 2007, or any other period agreed upon by the Association, the Recipient shall carry out jointly with the Association a midterm review of the progress made in carrying out the Project (hereinafter referred to as the Midterm

Review). The Midterm Review shall cover, amongst other things progress made in meeting the Project's objective; and overall Project performance against Project performance indicators.

(b) The Recipient shall prepare and furnish to the Association, not later than March 30, 2007, a separate report describing the status of implementation of each component of the Project and a summary report of Project implementation generally, including, in particular, the results of project beneficiary assessments.

(c) The Recipient provides the Association, no later than July 31, 2007, with a working plan satisfactory to the Association integrating the results of the Midterm Review for future satisfactory implementation of the Project and Program.

## **SCHEDULE 5**

### **Modifications to the General Conditions**

For the purpose of this Agreement, the provisions of the General Conditions are modified as follows:

1. Sections 3.02, 3.03, 3.04 (a), 3.04 (b), 6.05 and Article VII are deleted in their entirety.
2. Wherever used in the General Conditions, the following terms are modified to read as follows:
  - (a) The term “Borrower” is modified to read “Recipient”.
  - (b) The term “Credit” is modified to read “Grant”.
  - (c) The term “Credit Account” is modified to read “Grant Account”.
  - (d) The term “Development Credit Agreement” is modified to read “Development Grant Agreement”.
3. Section 1.01 is modified to read as follows:

*“Section 1.01. Application of General Conditions*

These General Conditions set forth the terms and conditions generally applicable to the Development Grant Agreement to the extent and subject to any modifications set forth in such agreement.”
4. Paragraph 3 of Section 2.01 is modified to read as follows:

“3. “Recipient” means the party to the Development Grant Agreement to which the Grant is made.”
5. Article III is modified as follows:
  - (a) The heading of Article III is modified to read “Grant Account; Partial Payment”, and the heading of Section 3.04 is modified to read “Partial Payment”.
  - (b) The words “The principal of, and service charges on, the Credit” in Section 3.05 are modified to read “All amounts required to be paid under the Development Grant Agreement”.
6. Article IV is modified as follows:

- (a) Section 4.02 (a) is modified to read as follows:

“Section 4.02. *Currencies in which Payments are to be Made*

(a) The Recipient shall pay all amounts required to be paid by it under the Development Grant Agreement in the currency specified in such agreement or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to paragraph (c) or (e) of this Section.”

- (b) Wherever used in Section 4.02 (c) and (e) of the General Conditions, the words “principal and service charges” are modified to read “amounts”.

- (c) Section 4.03 is modified to read as follows:

“Section 4.03. *Amount of the Grant*

The amount of the Grant withdrawn from time to time shall be the equivalent in terms of SDR (determined as of the date or respective dates of withdrawal from the Grant Account) of the value of the currency or currencies so withdrawn.”

- (d) Section 4.06 (b) is modified to read as follows:

“(b) All amounts which the Recipient shall be required to pay under the Development Grant Agreement shall be paid without restrictions of any kind imposed by, or in the territory of, the Recipient.”

7. Article VI is modified as follows:

- (a) The word “credit” in paragraphs (a) (ii) and (c) (i) of Section 6.02 is replaced with the words “credit, grant or financing”.

- (b) Section 6.03 (c) is modified by replacing the words “corrupt or fraudulent” with the words “corrupt, fraudulent, collusive or coercive”.

8. Section 8.01(a) is modified to read as follows:

“(a) All amounts which the Recipient shall be required to pay under the Development Grant Agreement shall be paid without deduction for, and free from, any taxes levied by, or in the territory of, the Recipient.”

9. Section 12.05 and its heading are modified to read as follows:

“Section 12.05. *Termination of Development Grant Agreement.*



The obligations of the Recipient under the Development Grant Agreement shall terminate on the date 20 years after the date of the Development Grant Agreement.”

## SCHEDULE 6

### Performance Monitoring Indicators

Outcome indicators	2005	2006	2007	2008	2009	2010
<b>HIV/AIDS</b>						
HIV/AIDS prevalence*	11%	13%	15%	17%	18%	19%
Percentage of young people aged 15-24 who can both correctly identify ways of preventing the sexual transmission of HIV and reject major misconceptions about HIV transmission and prevention	60%	65%	70%	75%	80%	85%
<b>Tuberculosis</b>						
Proportion of the 59 priority municipalities that have implemented TB control activities	4%	40%	50%	70%	90%	100%
Percentage of diagnosed TB patients covered by DOTS in the 59 priority municipalities	5%	25%	45%	65%	70%	75%
<b>Malaria</b>						
Institutional mortality due to malaria among children under five years	53%	45%	35%	25%	15%	15%

\* HIV/AIDS prevalence will be measured in pregnant women aged 15-49 in proxy to the population