

AG
101

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS

October 11, 2013

Hon. Dr. Kaifala Marah
Minister of Finance and Economic Development
Ministry of Finance and Economic Development (MoFED)
Treasury Building
George Street
Freetown, Sierra Leone

Excellency:

**Re: Multi-Donor Trust Fund for Health Results Innovation Grant No. TF015054
Second Phase of the Reproductive and Child Health Project - Additional
Financing**

In response to the request for financial assistance made on behalf of the Republic of Sierra Leone ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association ("World Bank"), acting as administrator of grant funds provided by various donors, including, the United Kingdom of Great Britain and Northern Ireland acting through the Department of International Development and the Kingdom of Norway ("Donors"), under the Multi Donor Trust Fund for Health Results Innovation ("TF070955"), proposes to extend to the Recipient, a grant in an amount not to exceed five million United States Dollars (U.S.\$5,000,000) ("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 from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is 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 specified by the World Bank in accordance with Section 5.02 of the Annex to this Agreement; provided, however, that the offer of this Agreement shall

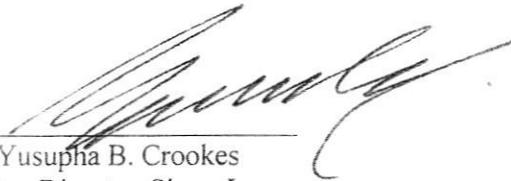
PARLIAMENT LIBRARY
TOWER HILL FREETOWN

1914

be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement, unless the World Bank shall have established a later date for such purpose.

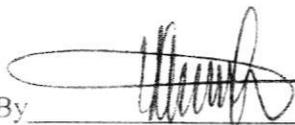
Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT ASSOCIATION

By 
Yusupha B. Crookes
Country Director, Sierra Leone
Africa Region

AGREED:

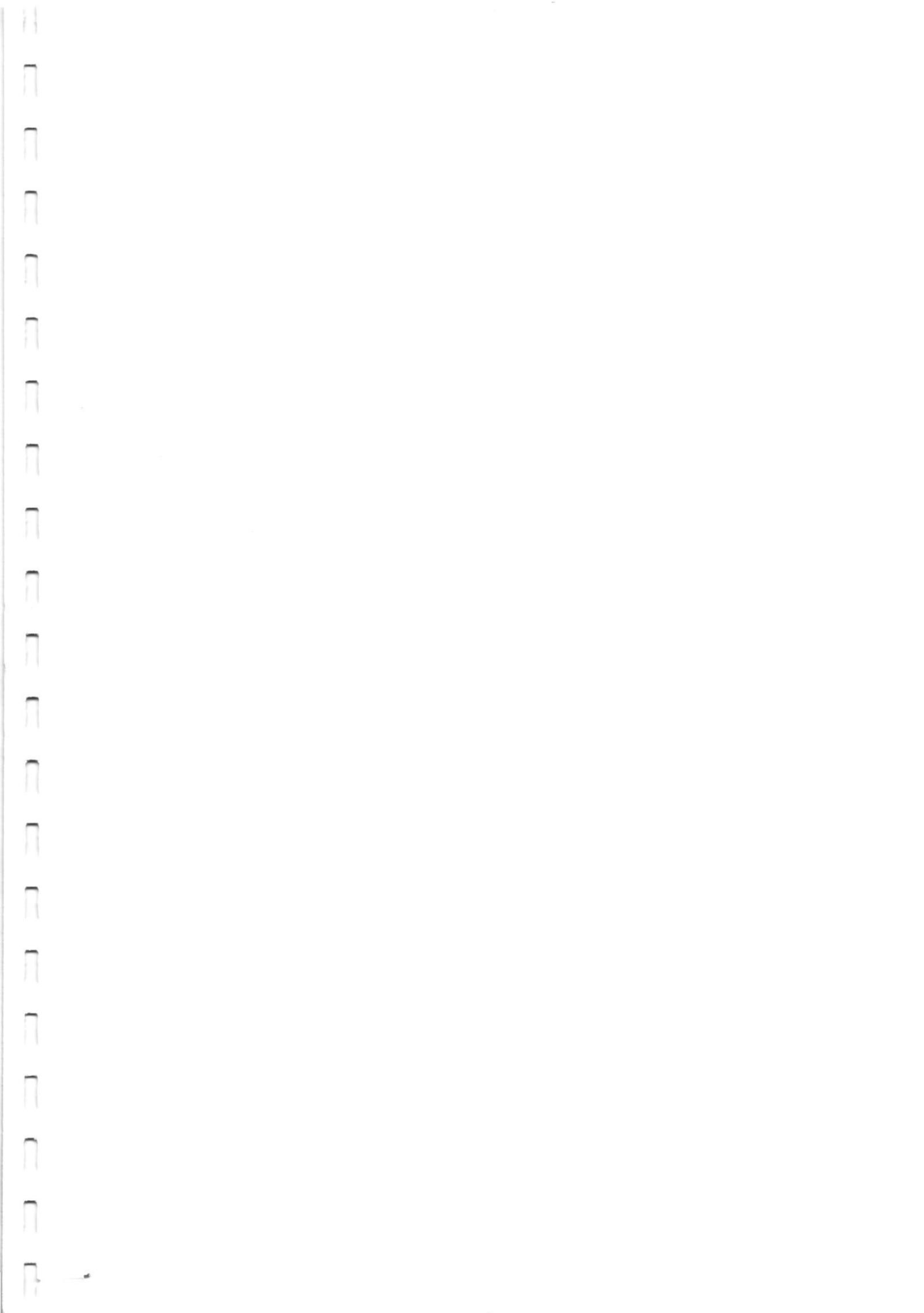
REPUBLIC OF SIERRA LEONE

By 
Authorized Representative

Name: Dr. Kaifala Marah
Title: Minister of Finance and Economic Development
Date: October 11, 2013

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
- (3) Anti-Corruption Guidelines dated October 15, 2006, and revised in January 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 February 15, 2012, ("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 the Appendix to this Agreement.

Article II
Project Execution

2.01. **Project Objectives and Description**

The objective of the Project is to increase utilization of a package of essential health services by pregnant and lactating women and children under the age of five.

The Grant co-finances Part 1(a)(ii) of the Project described in the Financing Agreement and which Part is specifically set out below.

Part 1. Strengthening Service Delivery

- (a) (ii) Performance-Based Financing Services Grants ("PBF Services Grants")

Carrying out of specific development projects through the provision of PBF Services Grants to Health Services Providers for delivery of Packages of Essential Health Services ("PEHS") comprising of preventive and curative services, such services to include, *inter alia*, primary health care and preventive services for pregnant women, delivery and post-partum care, care and immunizations for children under the age of five, and family planning services ("PEHS Subprojects").

2.02. **Project Execution Generally**

The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out said Part 1(a)(ii) of the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.



2.03. **Institutional and Other Arrangements**

A. Institutional Arrangements

1. Technical Steering Committee

The Recipient shall maintain, at all times during the implementation of the Project, the Technical Steering Committee, with a composition, mandate, terms of reference and resources satisfactory to the World Bank, to be responsible for, among others, overall implementation, coordination and monitoring of Part 1 of the Project. The Technical Steering Committee shall be chaired by the Financial Secretary of MoFED.

2. Technical Coordinating Committee for Reproductive and Child Health

Without limitation upon the provisions of paragraph A.1 of this Section 2.03, the Recipient shall maintain, at all times during the implementation of the Project, the Technical Coordinating Committee for Reproductive and Child Health, with a composition, mandate, terms of reference and resources satisfactory to the World Bank, to be responsible for, among others, the technical supervision of the Project. The Technical Coordinating Committee for Reproductive and Child Health shall be chaired by the Chief Medical Officer of the MoHS.

3. Integrated Project Administration Unit

Without limitation upon the provisions of paragraphs A.1 and A.2 of this Section 2.03, the Recipient shall maintain, at all times during the implementation of the Project, the Integrated Project Administration Unit within MoFED with a composition, mandate, terms of reference and resources satisfactory to the World Bank, to be responsible for management and reporting on implementation of the Project.

4. Local Councils

Without limitation upon the provisions of paragraphs A.1, A.2 and A.3 of this Section 2.03, the Recipient shall designate, at all times during the implementation of the Project, the respective Local Councils ("LCs") established in the respective Localities, to be responsible for, among others, implementing Subprojects under Part 1(a)(i) of the Project, all in accordance with the Operational Manual. The Recipient shall cause to be taken all actions, including, the provision of funding, personnel and other resources to enable said LCs to implement said Subprojects.

B. Implementation Arrangements

1. **Operational Manual and PBF Operational Manual**

(a) The Recipient shall update and thereafter adopt:

- (i) a manual, in form and substance satisfactory to the World Bank, outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management,



disbursement and procurement arrangements, for purposes of overall implementation of the Project ("Operational Manual"); and

- (ii) a manual, in form and substance satisfactory to the World Bank, for the provision of PBF Services Grants, which shall include a detailed elaboration of, *inter alia*, the following: (A) each PEHS to be delivered under a PEHS Subproject; (B) the methodology for calculating the unit price to be paid for each PEHS to be delivered under a PEHS Subproject, which unit price shall be calculated on the basis of a methodology acceptable to the World Bank ("Unit Price") and said methodology designed to ensure that the Unit Price: (aa) does not exceed the reasonable cost of the PEHS to be delivered and financed under the PBF Services Grant; and (bb) is scaled to reflect the quality of the PEHS delivered and the conditions of the locations where the PEHS is to be delivered; (C) excludes any amount of the cost of the PEHS which is to be financed under another source of financing; (D) the procedures for the evaluation and updating of the Unit Price for each PEHS; (E) the procedures for approval, monitoring and evaluation of each PEHS Subproject and for granting of a PBF Services Grant, including, the designation of the Recipient's team to be responsible for the verification of the quality and quantity of the PEHS delivered under each PEHS Subproject ("Health Verification Team"); (F) maximum aggregate amount of all PBF Services Grants which may be made during each Fiscal Year of the Recipient; and (G) a model form of agreement for the provision of a PBF Services Grant ("PBF Services Grant Agreement") ("PBF Operational Manual").
 - (b) The Recipient: (i) shall ensure that the Project is carried out in accordance with the Operational Manual and the PBF Operational Manual; and (ii) except as the World Bank shall otherwise agree, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, said Operational Manual and said PBF Operational Manual, or any provision thereof.
 - (c) In the event of any conflict between the provisions of the Operational Manual and the PBF Operational Manual on one hand, and those of this Agreement on the other hand, the latter shall prevail.
2. **Annual Work Plan**
- (a) The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 30 of each year during the implementation of the Project, a proposed work plan (including a budget therefore) containing all activities proposed to be carried out under the Project during the following Fiscal Year, and specifying the source or sources of financing for said activities and the percentage of financing for such activities from each such source.
 - (b) Each such proposed work plan (including said budget) shall specify any training activities that may be required under the Project, including: (i) the type of training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the training; (v) the location and duration of the training; and (vi) the cost of the training.



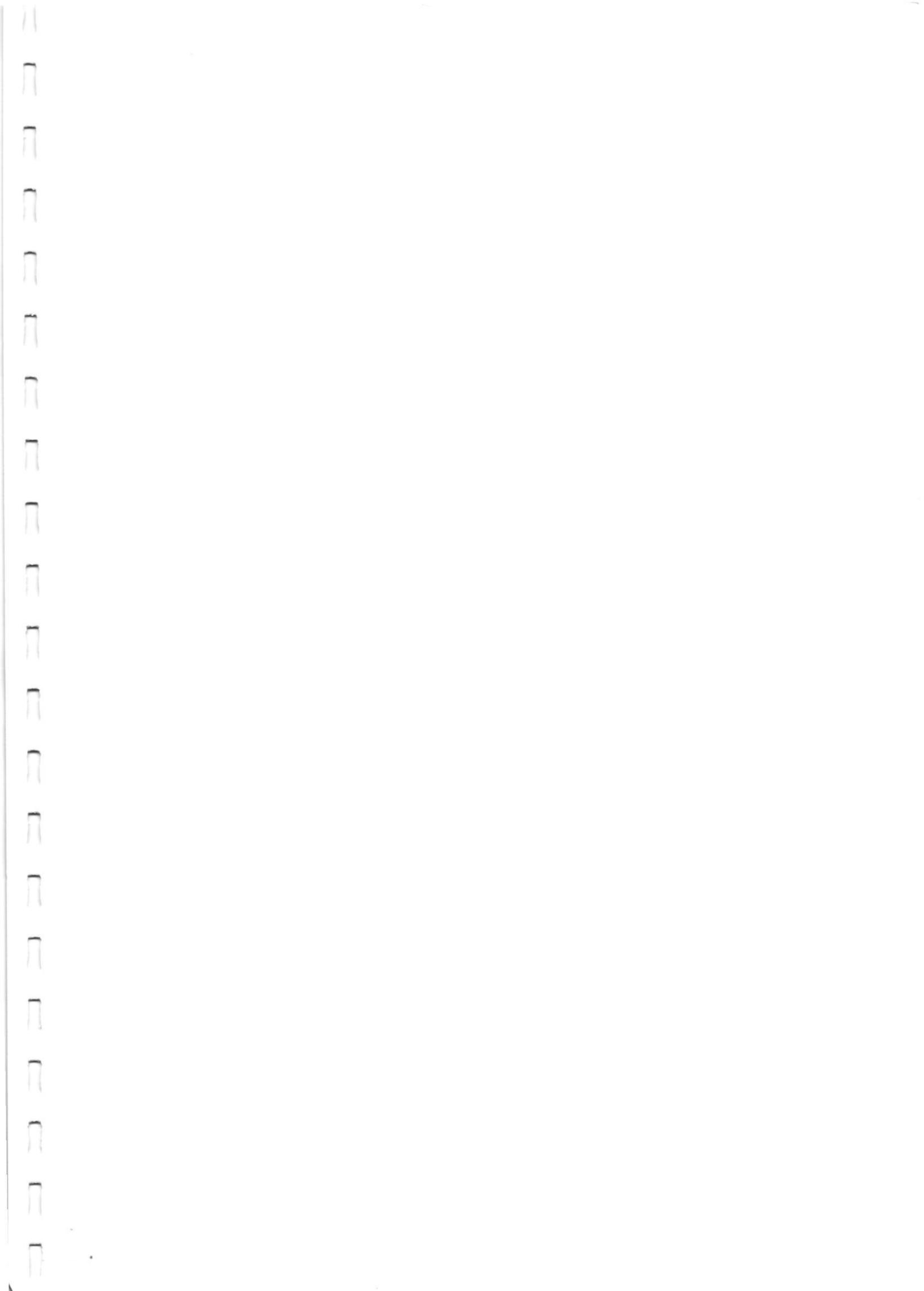
- (c) The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed work plan (including said budget), and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank, as such work plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the World Bank ("Annual Work Plan").

C. *Anti-Corruption*

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

D. *Safeguards*

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework ("ESMF") (including the Medical Waste Management Plan) and any Environmental and Social Management Plan prepared pursuant to the ESMF (including said Medical Waste Management Plan). To this end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the World Bank:
 - (a) If any PEHS Subproject would, pursuant to the ESMF (including said Medical Waste Management Plan, require the preparation of an Environmental and Social Management Plan, the Recipient shall: (i) ensure that such Environmental and Social Management Plan shall be prepared in accordance with the ESMF (including said Medical Waste Management Plan) and furnished to the World Bank for review and approval, and is disclosed as required by the ESMF (including said Medical Waste Management Plan) and approved by the World Bank, and thereafter adopted by the relevant Local Council, prior to implementation of the Package of Essential Health Services (PEHS) Subproject; and
 - (b) thereafter take such measures as shall be necessary or appropriate to enable the Local Council to comply with the requirements of such Environmental and Social Management Plan.
- 2. Without limitation upon its other reporting obligations under this agreement and under Section 2.06 of the Standard Conditions, the Recipient shall include in the Project Reports referred to in Section 2.05 of this Annex, adequate information on the status of compliance with the ESMF (including said Medical Waste Management Plan) and any Environmental and Social Management Plan developed thereunder, giving details of: (a) measures taken in furtherance of such ESMF (including said Medical Waste Management Plan) and any Environmental and Social Management Plan developed thereunder; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF (including said Medical Waste Management Plan) and any Environmental and Social Management Plan developed thereunder; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such ESMF (including said Medical



Waste Management Plan) and any Environmental and Social Management Plan developed thereunder.

3. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part D, and thereafter shall carry out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the ESMF (including said Medical Waste Management Plan), and any Environmental and Social Management Plan developed thereunder.

E. *PEHS Subprojects under Part 1(a) (ii); PBF Services Grants*

1. *Eligibility.* In order to ensure the proper implementation of Part 1(a)(ii) of the Project, the Recipient shall, through MoFED, make PBF Services Grants to Health Service Providers ("HSPs") for PEHS Subprojects in accordance with eligibility criteria and procedures acceptable to the World Bank, which shall include, *inter alia*, the following:-

- (a) the Recipient, through MoHS, has determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank, and elaborated in the PBF Operational Manual, that:

- (i) the proposed HSP: (A) is a legal entity and a public or a private HSP of PEHS located in a Local Council ("LC"), with the organization, management, technical capacity and financial resources necessary to carry out the proposed PEHS Subproject; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed PEHS Subproject; and
- (ii) the proposed PEHS Subproject: (A) is technically feasible, and financially and economically sound; and (B) is in compliance with the ESMF (including the Medical Waste Management Plan) and any Environmental and Social Management Plan prepared pursuant to the ESMF (including said Medical Waste Management Plan) for purposes of said PEHS Subproject, and relevant sectoral, environmental, and social standards and policies; and

- (b) the: (i) aggregate amount of all PBF Services Grants made in a given calendar year to HSPs shall not exceed the limit set out in the Annual Work Plan; and (ii) maximum amount of each PBF Services Grant for a PEHS Subproject shall not exceed 100 percent of the total estimated cost of the PEHS Subproject minus the amount of other funds allocated to finance such cost.

2. *PBF Services Grant Agreement*

- (a) The Recipient shall make each PBF Services Grant to a HSP under a PBF Services Grant Agreement on terms and conditions satisfactory to the World Bank, as further described in the PBF Operational Manual, which shall include the following:



- (i) the amount of the PBF Services Grant shall not exceed the total estimated cost of the PEHS Subproject; and the proceeds of the PBF Services Grant shall be made available to a HSP on non-reimbursable grant terms;
- (ii) a description of the PEHS Subproject, the applicable rates for the services included thereunder, and applicable performance indicators;
- (iii) the HSP shall be required to: (A) carry out the PEHS Subproject with due diligence and efficiency and in accordance with sound technical, financial, administrative, and environmental practices; (B) ensure that the resources required for the PEHS Subproject are provided promptly as needed; (C) procure goods, non-consulting services and services required for the PEHS Subproject in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the World Bank, the progress of the PEHS Subproject and the achievement of its objectives; and (E) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the PEHS Subproject; and (ii) at the request of the World Bank or the Recipient, have such records audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the records as so audited to the Recipient and the World Bank;
- (iv) the HSP shall be required to carry out the PEHS Subproject in accordance with the provisions of the Anti-Corruption Guidelines;
- (v) the HSP shall be required to carry out the PEHS Subproject in accordance with the provisions of the PBF Operational Manual;
- (vi) the HSP shall be required to carry out the PEHS Subproject in accordance with the provisions of the ESMF (including said Medical Waste Management Plan) and any Environmental and Social Management Plan developed thereunder for purposes of a PEHS Subproject;
- (vii) the goods, non-consulting and consultants' services to be financed out of the proceeds of the PBF Services Grant shall be used exclusively for the PEHS Subproject; and
- (viii) the Recipient shall have the right to: (A) inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods and sites included in the PEHS Subproject, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the World Bank, shall reasonably request regarding the administration,



operation, and financial condition of the HSP; and (C) suspend or terminate the right of the HSP to use the proceeds of the PBF Services Grant, or obtain a refund of all or any part of the amount of the PBF Services Grant then withdrawn, as the case may be, upon failure by the HSP to perform any of its obligations under the PBF Services Grant Agreement; and

- (b) The Recipient shall exercise its rights under the PBF Services Grant Agreement in such manner as to protect its interests and those of the World Bank (including, the right to suspend or terminate the right of the HSP to use the proceeds of the PBF Services Grant, or obtain a refund of all or any part of the amount of the PBF Services Grant then withdrawn, upon the HSP's failure to perform any of its obligations under the PBF Services Grant Agreement) and to accomplish the purposes of the PBF Services Grant, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

F. Verification of PEHS Delivery

- (a) Internal Verification

The Recipient shall, under terms of reference acceptable to the World Bank and elaborated in the PBF Operational Manual, ensure that the relevant Health Verification Team verifies on a quarterly basis the quality and quantity of the PEHS delivered under the PEHS Subproject for which a PBF Services Grant is requested.

- (b) External Verification

The Recipient shall engage, in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement, consultants to conduct independent verifications of the delivery of PEHS by HSPs under respective PEHS Subprojects. To this end, the Recipient shall, in accordance with terms of reference satisfactory to the World Bank, cause said consultants to carry out, throughout Project implementation, annual verification exercises of PEHS Subprojects and to provide the Recipient with reports of such exercises; such verification to include, *inter alia*, community surveys, HSP spot checks, verification of data provided and records kept by health facilities in relation to PEHS Subprojects, and assessments of the quality of health services provided under such PEHS Subproject, all in accordance with the provisions of the PBF Operational Manual

2.04. Donor Visibility and Visit

- (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors support for the Project.



- (b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donors to visit any part of the Recipient's territory for purposes related to the Project.

2.05. **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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days 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 (6) months after the Closing Date.

2.06. **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 forty-five (45) days 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 (1) fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

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:



Category	Amount of the Financing Allocated (expressed in SDR)	Amount of the HRITF Grant (TF015054) Allocated (expressed in USD)	Amount of the Additional ACGF Grant (TF012691) Allocated (expressed in USD)	Amount of the Original ACGF Grant (TF096812) Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) LC Grants under Part 1(a)(i) of the Project	2,100,000	0	0	5,290,000	Such percentage as shall be specified in the Annual Work Plan for the respective Fiscal Year
(2) PBF Services Grants (paid at the Unit Price for each PEHS) under Part 1(a)(ii) of the Project	3,300,000	5,000,000	0	5,700,000	100% of amounts of PBF Services Grants disbursed (subject to the provisions of Section 3.02 (b) below)
(3) Goods and consultants' services under Part 1(a)(iii) of the Project	2,000,000	0	0	6,700,000	100% (subject to the provisions of Section 3.02 (b) below)
(4) Goods, non-consulting services, consultants' services, Training and Operating Costs under Part 1(b) of the Project	700,000	0	0	1,500,000	100% (subject to the provisions of Section 3.02(c) below)
(5) Goods, consultants' services, Training and Operating Costs under Part 2 (a) of the Project	0	0	3,000,614	500,000	100%
(6) Goods, consultants' services, Training and Operating Costs under Part 2(b) of the Project	0	0	2,690,000	310,000	100%
(7) Goods, non-consulting services, consultants' services, Training and Operating Costs under Part 2(c) of the Project	600,000	0	0	0	100%
TOTAL AMOUNT	8,700,000	5,000,000	5,690,614	20,000,000	



- 3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of the Annex to this Agreement, no withdrawal shall be made:
- (a) for payments made prior to the date of countersignature of this Agreement by the Recipient; and
 - (b) it is understood that the proceeds of the Grant allocated from time to time to Category 2, shall be made for payments made under said Category 2, **after** disbursement of the proceeds of the Original ACGF Grant (TF096812) and the Additional ACGF Grant (TF012691), respectively, allocated from time to time to said Category 2; subject to the provisions of sub-paragraph (c) immediately below.
 - (c) it is understood that the percentage of expenditures to be financed (inclusive of taxes) from the proceeds of the Grant allocated from time to time to Category 2, shall be 50 percent of each subsequent withdrawal submitted.
- 3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06(c) of the Standard Conditions is October 31, 2016.

Article IV Additional Remedies

- 4.01. **Additional Event of Suspension.** The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely, that the World Bank has determined after the Effective Date referred to in Section 5.03 of this Annex that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the condition specified below has been satisfied, namely, that the financing agreement dated the same date as this Agreement, between the Recipient and the IDA, providing a credit in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 5.03. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI

Recipient's Representative; Addresses

- 6.01. *Recipient's Representative.* The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

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

Ministry of Finance and Economic Development
Treasury Building
George Street
Freetown, Sierra Leone

Facsimile:

232 22 228 472

- 6.03. *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:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

1-202-477-6391

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

APPENDIX

Definitions

1. "Additional ACGF Grant" means an amount of five million six hundred and ninety thousand six hundred and fourteen United States Dollars (US\$5,690,614) provided by the World Bank, acting as an administrator of the Africa Catalytic Growth Fund, to assist in financing the Second Phase of the Reproductive and Child Health Project
2. "Annual Work Plan" means the program of activities agreed each year between the Recipient and the World Bank for inclusion in the Project and financing in accordance with the provisions of sub-paragraph B.2 of Section 2.03. of this Annex during the following Fiscal Year, as the same may be revised from time to time, all in accordance with the provisions of the said Section.
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 and revised in January 2011.
4. "Category" means the category set forth in the table in Section 3.01 of the Annex to this Agreement.
5. "Chief Medical Officer" means the office of the Recipient established and operating pursuant to Section 154 of the Constitution of Sierra Leone, Act Number 6 of 1991, as amended to date.
6. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework, prepared in form and substance satisfactory to the World Bank, dated May 25, 2012, as amended and re-disclosed in-country and in the Association's InfoShop on June 5, 2013, describing measures for the mitigation of the potential adverse environmental and social impact of proposed Subprojects.
7. "Environmental and Social Management Plan" means the Recipient's environmental and social management plan, acceptable to the World Bank and disclosed in-country and at the World Bank's InfoShop, prepared in accordance with the ESMF for a PEHS Subproject, giving details of the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF under said PEHS Subproject, along with the procedural and institutional measures needed to implement such actions, measures and policies, as such environmental and social management plan may be amended from time to time with the prior written agreement of the Association.
8. "Financing Agreement" means the financing agreement for the Second Series of the Reproductive and Child Health Project between the Recipient and the Association, dated the same date as this Agreement (Grant H877-SL) providing for the Financing.
9. "Financial Secretary" means the Recipient's office established and operating pursuant to Section 154 of the Constitution of Sierra Leone, Act Number 6 of 1991, as amended to date.



10. "Fiscal Year" means the Recipient's fiscal year commencing January 1 and ending December 31 of each year.
11. "Health Services Commission" means the health service commission established and operating pursuant to Act Number 24 of 2011 of the laws of the Recipient.
12. "Health Service Provider" or "HSP" means an entity to which or for whose benefit a PBF Services Grant is made or proposed to be made and which is a party to a PBF Grant Agreement; and "Health Service Providers" or "HSPs" means, collectively, two or more such entities.
13. "Health Verification Team" means the team referred to in sub-paragraph F(a) of Section 2.03 of the Annex to this Agreement.
14. "Integrated Project Administration Unit" or "IPAU" means the unit referred to in sub-paragraph A.3 of Section 2.03 of the Annex to this Agreement.
15. "LC Grant" means a grant made by the Recipient to a Local Council under Part 1(a)(i) of the Project for a Subproject; and "LC Grants" means, collectively, two or more such grants.
16. "Local Council" or "LC" means a local government council established and operating in the territory of the Recipient pursuant to the Recipient's Local Government Act, 2004, and "Local Councils" or "LCs" means, collectively, two or more said councils.
17. "Local Government Act" means the Local Government Act Number 1 of 2004 of the laws of the Recipient, as amended from time to time.
18. "Local Government Finance Department" means the department established within MoFED.
19. "Localities" mean administrative units of the Recipient as defined by the Local Government Act, 2004.
20. "Medical Waste Management Plan" or "MWMP" means the Recipient's plan included in the ESMF, agreed with the World Bank and setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste, as the same may be modified from time to time in accordance with the terms of this Agreement, and such term includes any annexes or schedules to said plan.
21. "MoFED" means the Recipient's Ministry of Finance and Economic Development, or any successor thereto.
22. "MoHS" means the Recipient's Ministry of Health and Sanitation, or any successor thereto.
23. "Operational Manual" or "OM" means the manual referred to in paragraph B.1 of Section 2.03. of the Annex to this Agreement.



24. "Original ACGF Grant" means an amount of twenty million United States Dollars (US\$20,000,000) provided by the World Bank, acting as an administrator of the Africa Catalytic Growth Fund, to assist in financing the Second Phase of the Reproductive and Child Health Project.
25. "Original Grant Agreement" means the grant agreement for a Second Phase of the Reproductive and Child Health Project between the Recipient and the World Bank (acting as an administrator of the Africa Catalytic Growth Fund), dated August 12, 2010, as amended on September 27, 2012, (Grant Number TF012691).
26. "Original Project" means the Project described in the Original Grant Agreement.
27. "Package of Essential Health Services" or "PEHS" means a specific package of basic health services elaborated in the PBF Operational Manual, to be delivered by a Health Service Provider under Part 1 (a) (ii) of the Project in accordance with the provisions of paragraph E of Section 2.03. of the Annex to this Agreement.
28. "PBF" means performance based financing.
29. "PBF Operational Manual" means the manual referred to in paragraph B.1 of Section 2.03. of the Annex to this Agreement.
30. "PBF Services Grant" means a grant made or proposed to be made out of the proceeds of the Financing to a Health Service Provider to finance a PEHS Subproject; and "PBF Services Grants" means, collectively, two or more such grants.
31. "PBF Services Grant Agreement" means an agreement between the Recipient and a Health Service Provider, providing for a PBF Services Grant.
32. "PEHS Subproject" means a specific development project for the delivery of PEHS to be carried out by a Health Service Provider under Part 1 (a) (ii) of the Project utilizing the proceeds of a PBF Services Grant, and "PEHS Subprojects" means, collectively, two or more such specific development projects.
33. "Subproject" means a specific development project carried out or to be carried out by a Local Council under Part 1(a)(i) of the Project and financed or to be financed out of the proceeds of the Financing through an LC Grant; and "Subprojects" means, collectively, two or more such subprojects.
34. "Technical Coordinating Committee for Reproductive and Child Health" means the committee referred to in sub-paragraph A.2 of Section 2.03 of the Annex to this Agreement.
35. "Technical Steering Committee" means the committee referred to in sub-paragraph A.1 of Section 2.03 of the Annex to this Agreement.
36. "Training" means the costs associated with the training, study tours and workshop participation of personnel involved in Project supported activities, including travel and subsistence costs for training and workshop participants, costs associated with securing



the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation.

57. "Unit Price" means for each PEHS, the unit price thereof determined in accordance with the provisions of sub-paragraph B.1. (a) (ii) Section 2.03 of the Annex to this Agreement.

LIBRARY
UNIVERSITY OF TORONTO
100 ST. GEORGE STREET
TORONTO, ONTARIO M5S 1A5

PARLIAMENT LIBRARY
TOWER HILL FREETOWN