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199

GRANT NUMBER D007-SL

Financing Agreement

(Additional Financing for Ebola Emergency Response Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 20th Nov., 2014

GRANT NUMBER D007-SL

FINANCING AGREEMENT

20th November

AGREEMENT dated 20th November 2014, entered into between REPUBLIC OF SIERRA LEONE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to sixty-six million three hundred thousand Special Drawing Rights (SDR 66,300,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are January 15 and July 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient

shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. The Recipient's Address is:

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

5.03. The Association's Address is:

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

Cable:

INDEVAS

Washington, D.C.

Telex:

248423 (MCI)

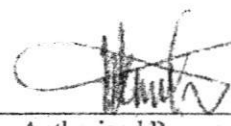
Facsimile:

1-202-477-6391

AGREED at Free town, Sierra Leone, as of the day and
year first above written.

REPUBLIC OF SIERRA LEONE

By

 20/11/14
Authorized Representative

Name: Kainfa Marah
Title: Minister of Finance & Economic Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Francis Ato Brown
Title: COUNTRY MANAGER

SCHEDULE 1

Project Description

The objective of the Project is to contribute in the short-term to the control of the Ebola Virus Disease (EVD) outbreak and the availability of selected essential health services, and mitigate the socio-economic impact of EVD in Sierra Leone.

The Project consists of the Original Project and the following additional parts:

Part 1: Support to the EVD Outbreak Response Plans and Strengthening Essential Health Services

Scaling up implementation of priority activities in the Recipient's EVD outbreak response plan, including, *inter alia*:

- (a) (i) Establishment and operationalization of EVD community care centers/units and EVD treatment centers, and provision of basic as well as comprehensive care packages for EVD patients; and (ii) Strengthening provision of non-EVD essential health services, all through the provision of technical advisory services, works, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.
- (b) Strengthening the roles and capacities of communities for implementing EVD outbreak response initiatives at the local levels, through: (i) development and implementation of EVD prevention and management initiatives by local stakeholders; (ii) carrying out of EVD sensitization and control activities at the household level, including, case identification, contact tracing, basic surveillance and safe burials by community health teams; and (iii) design and implementation of community-based EVD monitoring systems, all through the provision of technical advisory services, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.
- (c) Strengthening EVD surveillance at the national and local levels, including, rapid and safe EVD sample collection and testing as well as secure EVD data integration and management, and development of laboratory facilities, all through the provision of technical advisory services, works, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.
- (d) Construction and operationalization of main logistics hubs and forward logistics bases for storage of, *inter alia*, EVD outbreak response cargo, and design and implementation of efficient distribution and supply chains for said cargo.

Part 2: Human Resources Scale up for Outbreak Response and Essential Health Services

- (c) Strengthening monitoring and evaluation of the implementation of EVD outbreak response initiatives at the national and local levels, all through the provision of technical advisory services, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.

- (a) Scaling up the establishment and implementation of a package of Compensation Benefits for Beneficiaries, all designed to ensure availability of sufficient human resources for provision of essential health services (including, EVD outbreak response) during the Emergency.
- (b) Scaling up mobilization and deployment of international and local medical and paramedical personnel to EVD outbreak areas.
- (c) Provision of EVD related Training to local health care workers.

Part 3: Provision of Food and Basic Supplies to Quarantined Populations and EVD Affected Households

Scaling up of a program designed to support the prevention and treatment of acute malnutrition and to improve the nutritional and other health needs of Quarantined Populations and EVD affected households, said program to include, among others, provision of additional energy, macro/caloric and micronutrients and provision of clean water for drinking, cooking and hygiene purposes, all through the provision of technical advisory services, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.

Part 4: Provision of Essential Public Services

Provision of Sub-grants to eligible beneficiaries for carrying out specific development activities (Subprojects) in priority sectors (including, among others, agriculture, education, health and sanitation, water, solid waste management and social services), as elaborated in the Work Plan and Budget.

Part 5: Pre-Investment Assessment for Acceleration of Ebola Prevention, Treatment and Preparedness

- (a) Carrying out of a comprehensive review of novel therapies and technologies for EVD treatment (including appropriate financing mechanisms) with a view to facilitating accelerated development and rolling out of tested and approved EVD diagnostics and vaccines.

(b) Carrying out of a comprehensive assessment of the feasibility of establishing regional public health infrastructure and institutions with a view to strengthening the effective surveillance, prevention, detection and control of infectious diseases (including EVD) in collaboration with veterinary and environmental agencies.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. National Ebola Response Center

Without limitation upon the provisions of paragraph 1 of this Section I.A, the Recipient shall maintain, at all times during the implementation of the Project, the National Ebola Response Center ("NERC"), to be responsible for prompt and efficient coordination of day to day implementation of activities under the Project, and shall take all actions, including, the provision of funding, personnel and other resources necessary to enable the NERC to perform said functions.

2. Fiduciary Agent

Without limitation upon the provisions of paragraphs 1 and 2 of this Section I.A, the Recipient shall, in accordance with the provisions of Section III of this Schedule 2, appoint and thereafter maintain, at all times during the implementation of the Project, a Fiduciary Agent, to be responsible for, *inter alia*, day to day implementation, communication and reporting on all fiduciary aspects of the Project.

3. Integrated Project Administration Unit

Without limitation upon the provisions of paragraph 3 of this Section I.A, the Recipient shall maintain, at all times during the implementation of the Project, an Integrated Project Administration Unit within MoFED (IPAU), to be responsible for prompt and efficient oversight and coordination of fiduciary elements of Project implementation (financial management and procurement), and shall take all actions, including, the provision of funding, personnel and other resources necessary to enable the IPAU to perform said functions.

B. Implementation Arrangements

1. Project Implementation Manual

(a) The Recipient shall ensure that the Project is carried out in accordance with the arrangements, procedures and guidelines set out in the Project Implementation Manual.

(b) In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the

provisions of this Agreement shall prevail, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual.

2. Work Plan and Budget

(a) The Recipient shall, not later than November 12, 2014, prepare and furnish to the Association, a work plan and budget containing all activities (including Subprojects) proposed to be included in the Project (including Safeguard Instruments applicable to said activities in accordance with the provisions of Section I.E of this Schedule 2) and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

(b) The proposed work plan and 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 Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence in accordance with such work plan and budget as shall have been approved by the Association ("Work Plan and Budget").

(d) The Recipient shall not make or allow to be made any change to the approved Work Plan and Budget without prior approval in writing by the Association.

C. Anti-Corruption

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

D. Subprojects under Part 4 of the Project

Each Subproject shall be eligible for financing under a Sub-grant upon the Recipient's determination, on the basis of an appraisal conducted in accordance with the criteria, guidelines and procedures set forth in the Project Implementation Manual, that the Subproject satisfies the eligibility criteria specified in the Project Implementation Manual, which criteria shall, *inter alia*, include the following:

- (a) the Subproject shall be appraised on the basis of an environmental and social assessment and other guidelines acceptable to the Association (and be accompanied by appropriate Safeguard Instruments, if required pursuant to the ESMF);
 - (b) the Subproject shall be designed to avoid any involuntary resettlement of persons or loss of their income or productive capacity;
 - (c) the Subproject and the associated Safeguard Instruments, if any, shall be approved by the Recipient and the Association, unless with respect to the Association's approval, the Association has notified the Recipient in writing that its prior approval is not required; and
 - (d) the approved Subproject shall be included in the Work Plan and Budget.
2. The Recipient shall make each Sub-grant under a Sub-grant Agreement with the respective beneficiary on terms and conditions approved by the Association, which shall include the following:

The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

- (a) suspend or terminate the right of the beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the beneficiary's failure to perform any of its obligations under the Subproject; and
- (b) require each beneficiary to: (i) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works, non-consulting services and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives; (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (B) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in

accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (vi) enable the Recipient and the Association to inspect the Subproject, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall, not later than one (1) month after the Effective date, prepare and disclose in a manner satisfactory to the Association:
 - (a) an Environmental and Social Management Framework ("ESMF") detailing: (i) the guidelines, procedures and timetables for carrying out of environmental and social assessments under the Project; (ii) the measures to be taken during the implementation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (iii) the actions needed to implement these measures, including monitoring and evaluation, and institutional strengthening. To this end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the Association: if any Project activity would, pursuant to the ESMF: (A) require the carrying out of an Environmental and Social Impact Assessment ("ESIA"), the Recipient shall ensure that an ESIA for such activity is: (aa) carried out, in accordance with the requirements of the ESMF and furnished to the Association for review and approval; and (bb) disclosed as required by the ESMF and approved by the Association; and (B) require the preparation of an Environmental and Social Management Plan ("ESMP"), such ESMP is prepared in accordance with the ESMF and furnished to the Association for review and approval, and is disclosed as required by the ESMF and approved by the Association; and
 - (b) a Healthcare Waste Management Plan (including, *inter alia*, arrangements for the implementation and monitoring of residual impacts on surrounding environments and persons), all in form and substance satisfactory to the Association (collectively, "Safeguard Instruments").

2. The Recipient shall ensure that: (i) the Project is carried out in accordance with the Safeguard Instruments; and (ii) all measures required for carrying out the recommendations of said Safeguard Instruments are taken in a timely manner.
3. The Recipient shall not make or allow to be made any change to the Safeguard Instruments without prior approval in writing by the Association.
4. Without limitation upon its other reporting obligations under this agreement and under Section 4.08 of the General Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of said Safeguard Instruments, giving details of: (a) measures taken in furtherance of said Safeguard Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said Safeguard Instruments; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of said Safeguard Instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports (including a list of Beneficiaries eligible for Compensation Benefits and Subprojects) for the Project covering the quarter, in form and substance satisfactory to the Association.

The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

4. **Internal Audits.** Without limitation upon the provisions of paragraph 3 immediately above, the Recipient shall carry out quarterly internal audits under terms and conditions satisfactory to the Association (mainly in relation to Compensation Benefits and Subprojects), and furnish the related internal audit reports to the Association not later than forty-five (45) days after the end of each calendar quarter.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, *subject to the additional provisions in paragraph 3 below*; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (e) Direct Contracting; (f) Force Account; (g) Procurement from UN Agency; and (h) Community Participation procedures which have been found acceptable to the Association.

3. **Exceptions to National Competitive Bidding ("NCB") Procedures.** The procedures to be followed for NCB shall be those set forth in the Recipient's Public Procurement Act ("the Act"), provided, however, that said procedures shall be subject to the provisions of Section I and paragraphs 3.3 and 3.4, respectively, of the Procurement Guidelines, and subject to the following additional procedures (i.e. exceptions to the Act):
- (a) Bidding documents acceptable to the Association shall be used;
 - (b) Eligibility to participate in a procurement process and to be awarded an Association-financed contract shall be as defined under Section I of the Procurement Guidelines. Accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process;
 - (c) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids;
 - (d) No margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation;
 - (e) Joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in a single envelope;
 - (f) An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the Association;
 - (g) All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the Association's prior written concurrence;
 - (h) Qualification criteria shall be applied on a pass or fail basis;

- (i) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities;
- (j) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines; and
- (k) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of UN Agency; (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (h) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (i) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

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

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

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

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Parts 1, 2(b), 2(c), 3 and 5 of the Project	52,700,000	100%
(2) Compensation Benefits for Part 2(a) of the Project	6,800,000	100%
(3) Subprojects for Part 4 of the Project	6,800,000	100%
TOTAL AMOUNT	66,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
- (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 26,600,000 may be made for payments made prior to this date but on or after October 1, 2014, for Eligible Expenditures under Categories (1) and (3); or
 - (b) under Category (2), unless and until the Recipient has submitted in form and substance satisfactory to the Association, for each withdrawal, a detailed list of Beneficiaries, in accordance with the provisions of

Section II.B.2 of this Schedule 2 and the provisions of Section IV of the Disbursement Letter; or

- (c) under Category (3), unless and until the Recipient and at least two (2) beneficiaries have entered into Sub-grant Agreements, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.

2. The Closing Date is September 30, 2015.

APPENDIX

Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
2. "Beneficiaries" means the Recipient's clinical and non-clinical staff (including volunteers) implementing EVD outbreak response activities in EVD treatment facilities as well as other clinical and non-clinical staff providing essential health services.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "Compensation Benefits" means the Recipient's package of benefits under Part 2(a) of the Project, consisting of: (a) provision of hazard pay to Beneficiaries; (b) provision of medical care to Beneficiaries exposed to EVD in the course of duty; and (c) provision of death benefits to families of Beneficiaries fatally exposed to EVD in the course of duty, and designed to ensure availability of sufficient human resources for provision of essential health services during the Emergency.
5. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 and revised in July 2014.
6. "Emergency" means the Recipient's declaration of the EVD outbreak in its territory as a state of emergency.
7. "Environmental and Social Impact Assessment" or "ESIA" means, with respect to each Project activity pursuant to which the ESMF requires an environmental and social impact assessment, such assessment carried out in accordance with the ESMF and the provisions of Section I.E of Schedule 2 to this Agreement.
8. "Environmental and Social Management Framework" or "ESMF" means the framework to be prepared, adopted and disclosed by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, said framework setting forth, inter alia, the modalities for environmental and social assessment and procedures for the preparation and implementation of environmental and social assessments and management plans under the Project, as said framework may be modified from time to time in accordance with the terms of this Agreement, and such term includes all schedules and annexes to the ESMF.

9. "Environmental and Social Management Plan" or "ESMP" means the document to be prepared, adopted and disclosed by the Recipient, in accordance with the ESMF and the provisions of Section I.E of Schedule 2 to this Agreement.
10. "Fiduciary Agent" means the Recipient's fiduciary agent referred to in Section I.A.2 of Schedule 2 to this Agreement.
11. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
12. "Healthcare Waste Management Plan" or "HWMP" means the plan to be prepared, adopted and disclosed by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, and setting out the measures to be taken for management and safe handling of medical and other health care waste, as said plan 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.
13. "Integrated Project Administration Unit" or "IPAU" means the Recipient's unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
14. "Ministry of Health and Sanitation" or "MoHS" means the Recipient's ministry responsible for health, and any successor thereto.
15. "MoFED" means the Recipient's Ministry of Finance and Economic Development, and any successor thereto.
16. "National Ebola Response Center" or "NERC" means the Recipient's center referred to in Section I.A.1 of Schedule 2 to this Agreement.
17. "Operating Costs" means the reasonable incremental expenses arising under the Project, and based on the Work Plan and Budget, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel and *per diem*, but excluding the salaries of the Recipient's civil servants.
18. "Original Financing Agreement" means the financing agreement for an Ebola Emergency Response Project between the Recipient and the Association, dated September 17, 2014 (Grant Number H992-SL).
19. "Original Project" means the Project described in the Original Financing Agreement.

20. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 and revised in July 2014.
21. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 6, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
22. "Project Implementation Manual" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement and providing details of arrangements and procedures for the implementation of the Project, including: (a) capacity building activities for sustained achievement of the Project's objective; (b) procurement, financial management (including accounting policies and procedures used by the Fiduciary Agent) and disbursement arrangements; (c) institutional administration, coordination and day-to-day execution of Project activities; (d) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; (e) the guidelines, eligibility criteria and detailed procedures (including complaints and grievance handling mechanisms) for provision of Compensation Benefits under Part 2(a) of the Project; (f) guidelines for carrying out of Subprojects under Part 4 of the Project, said guidelines consisting of, among others, the eligibility criteria and detailed procedures for the selection, approval and implementation of said Subprojects; and (g) terms and conditions of the Sub-grant Agreement(s), and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
23. "Public Procurement Act" or "the Act" means the Public Procurement Act Number 14 of 2004 of the laws of the Recipient, as amended from time to time.
24. "Quarantined Populations" means individuals in the Recipient's territory who are: (a) confirmed and/or suspected EVD cases at hospitals and treatment centers; (b) confirmed and/or suspected contact cases in quarantine or under observation; (c) living in communities isolated in EVD hot zones where availability and access to food is affected by the EVD crisis; and (d) children, pregnant and lactating women and caregivers.
25. "Safeguard Instrument" means the ESIA, ESMP, ESMF or HWMP prepared for the Project, and "Safeguard Instruments" means, collectively, two or more of said ESIA, ESMP, ESMF or HWMP.
26. "Sub-grant" means a grant made by the Recipient to a beneficiary under Part 4 of the Project for a Subproject; and "Sub-grants" means, collectively, two or more such grants.

27. "Sub-grant Agreement" means an agreement made or proposed to be made between the Recipient and a beneficiary providing for a Sub-grant, and "Sub-grant Agreements" means, collectively, two or more such agreements.
28. "Subproject" means a specific development project carried out or to be carried out by the Recipient under Part 4 of the Project and financed or to be financed out of the proceeds of the Financing through a Sub-grant; and "Subprojects" means, collectively, two or more such subprojects.
29. "Training" means the costs associated with training, workshops and study tours provided under the Project, based on the Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants' services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
30. "Work Plan and Budget" means the work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Association.

