Financing Agreement

(Great Lakes Emergency Sexual and Gender Based Violence and Women's Health Project)

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 29, 2014
GRANT NUMBER H978-BI

FINANCING AGREEMENT

AGREEMENT dated 1 January 2014, entered into between REPUBLIC OF BURUNDI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association 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 nine million eight hundred forty thousand six hundred seventy eight Special Drawing Rights (SDR 9,840,678) ("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 May 15 and November 15 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 and the Program. To this end, the Recipient shall carry out the Project through its Ministry in charge of public health and the fight against HIV/AIDS and its Ministry in charge of national solidarity, human rights and gender in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

5.02. 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 years after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the minister at the time responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance and Economic Development Planning
Boîte Postale 1830
Bujumbura
Burundi

Facsimile: + 257-22-22-38-27

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.
AGREED at Bujumbura, Burundi, as of the day and year first above written.

REPUBLIC OF BURUNDI

By

Authorized Representative

Name: John Abdullahi Mwicukiro
Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Bahii Nadi
Title: Executive Director
SCHEDULE 1

Project Description

The objective of the Project is to: (i) expand the provision of services to mitigate the short and medium term impact of sexual and gender based violence; and (ii) expand utilization of a package of health interventions targeted to poor and vulnerable females.

The Project consists of the following parts:

Component 1: Holistic Support to Survivors of Sexual and Gender Based Violence and Violence Prevention

Support the Recipient to deliver an integrated package of short and medium term assistance to survivors of SGBV at both community and health facility levels while promoting gender equality, behavioral change and violence prevention in the Intervention Zones.

(a) Integrated Support for Survivors of SGBV and Prevention of Violence at Community Levels by: (i) supporting case management, rapid initial support and referral; (ii) addressing economic empowerment needs of survivors of SGBV and other vulnerable groups to facilitate their reintegration through village savings and loan association schemes; (iii) raising awareness on SGBV, violence prevention, and gender equality through dissemination of messages and provision of basic materials and equipment; (iv) strengthening and equipping FCDC; and (v) the contracting of specialized non-governmental organizations and CBOs to support survivors of SGBV and prevent violence at community level.

(b) Integrated Support for Survivors of SGBV at Health Facility Level by reorganizing, upgrading, and strengthening selected district hospitals (through one-stop centers) and training personnel to offer: (i) clinical care and referrals; (ii) mental health and psycho-social support; (iii) medico-legal support; (iv) post-exposure prophylaxis emergency kits, surgery equipment and medical consumables; (v) legal aid to survivors in cooperation with specialized non-governmental organizations, the police and the judiciary whose capacity will be strengthened to handle cases of SGBV survivors, including specialized chambers and mobile courts; and (vi) the contracting of specialized non-governmental organizations and CBOs to support survivors of SGBV at health facility level.
Component 2: Strengthening High Impact Basic Health Services

Support the Recipient to reinforce maternal, reproductive and emergency obstetric services at selected hospitals and health centers.

(a) **Training of Professionals and Upgrading of Facilities** by: (i) training medical personnel in emergency medicine and complex surgery, supporting health facility personnel and community health workers to promote reproductive health; (ii) providing specialized equipment and consumables, mobile phone applications for alerting personnel of medical emergencies and strengthening referral and counter referral systems; and (iii) supporting planning, capacity-building and activities carried out by the Program.

(b) **Identification of SGBV Cases** through: (i) the introduction of tested and adapted screening tools to ensure close coordination with the establishment of SGBV referral services; and (ii) the training of health providers to ensure that screening tools are used in a confidential, appropriate and sensitive manner.

(c) **Support to Youth Friendly Services** through: (i) the development and introduction in health centers and community structures of educational materials, support to peer educators and health personnel and other youth appropriate techniques to raise awareness about reproductive health and gender based violence; and (ii) the contracting of specialized non-governmental organizations and CBOs to expand the youth friendly community based model to provide services to youths in an acceptable and adequate manner.

Component 3: Regional and National Knowledge Sharing, Research, and Capacity Building

Support the Recipient to improve:

(a) **Regional Learning and Capacity Building** by: (i) documenting and sharing innovations activities to promote gender equality, address SGBV and violence prevention, and strengthen maternal health; (ii) funding study tours to neighboring countries (including on SGBV and economic empowerment programs); (iii) promoting knowledge sharing at the regional and national level, including participation in annual peer learning events; (iv) participating in high quality regional training programs, such as, *inter alia*, the fistula repair training provided at specialized facilities in Democratic Republic of Congo; and (v) carrying out institutional capacity building to support a local institution to serve as a center of excellence for research and training on SGBV.
Research and surveys on: (i) understanding the underlying causes of SGBV and the effects of interventions aimed at changing behaviors and norms; (ii) assessing the impact and effectiveness of the one stop center model for survivors of SGBV; (iii) evaluating the effectiveness of screening tools for early identification and referral of women at risk; (iv) assessing the effectiveness of the youth friendly services model in responding to the special needs of youths; (v) the knowledge, the attitudes and the practices with respect to RH, SGBV and HIV/AIDS; (vi) evaluating the efficiency and effectiveness of the approach chosen for the empowerment of women; and (vii) producing reliable data and information on SGBV and RH.

Communications, including: (i) the development and implementation of a national communications strategy, including support to mount campaigns during the 16 days of Activism Against Gender Based Violence; and (ii) the installation of video conferencing facilities at participating hospitals and ministries to facilitate communications within and across countries.

Project Management to achieve efficient and effective coordination, fiduciary management, monitoring and evaluation of the Project through technical assistance, capacity building, institutional strengthening and equipment for MOH and MNSHRG.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Recipient shall:

1. create no later than three months after the Effective Date and thereafter shall maintain throughout the period of Project implementation the Project Steering Committee to meet every six months and provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient’s policies and strategies, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual;

2. update its mandate and thereafter maintain throughout the period of Project implementation the Project Coordination Unit within the administrative structure of MOH to run the day-to-day coordination and implementation of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual; and

3. create no later than three months after the Effective Date and thereafter maintain throughout the period of Project implementation the Project Technical Team within the administrative structure of MNSHRG to coordinate project activities under the mandate of the said Ministry and support capacity strengthening to coordinate activities against SGBV more broadly, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.

B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities and a proposed financing plan.

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association (“Annual Work Program”).
3. Only those activities which are included in an Annual Work Program shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of 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. Project Implementation Manual and Safeguard Documents

1. The Recipient shall cause the Project to be carried out in accordance with the provisions of the Project Implementation Manual and of the Safeguards Documents.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, the Safeguard Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual or the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not allow any physical or construction activity to commence before the provisions and conditions set out in the Recipient’s Environmental and Social Action Plan have been fully met to the satisfaction of the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor 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 and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty five days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.
B. Financial Management, Financial Reports and Audits

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

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have the Financial Statements related to the Project audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements related to the Project shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Project. The audited Financial Statements for the Project for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. Goods, 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; (c) Shopping; (d) Direct Contracting; (e) Community Participation procedures which have been found acceptable to the Association; and (f) Procurement from United Nations Agencies.

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) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Quality-based Selection; (d) Selection under a Fixed Budget; (e) Selection of Individual Consultants; (f) Single-source Selection; and (g) Selection of United Nations Agencies.

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 Credit to each Category, and the
percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Works, Non-Consulting Services, Consultants’ Services, Operating Costs, Workshops and Training for the Project</td>
<td>9,840,678</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>9,840,678</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2018.

Section V. Other Undertakings

1. By September 30, 2016, or such other date as the Association shall agree upon, the Recipient shall: (i) carry out jointly with the Association, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. On or before three months after the Effective Date, the Recipient shall adopt and furnish to the Association the Project Implementation Manual and the Safeguard Documents all in form and substance satisfactory to the Association.
APPENDIX

Definitions

1. "Annual Work Program" means the annual work program to be prepared by the Recipient not later than November 30 in each calendar year during Project implementation including a program of activities proposed for inclusion in the Project during the following calendar year.


3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


5. "Environmental and Social Action Plan" means the document dated June 26, 2014, adopted by the Recipient which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse social and environmental impacts of the Project, as published and available to the public on the website www.worldbank.org, as the same may be amended from time to time with the Association prior written approval.

6. "Environment Management Plan" means the document to be adopted by the Recipient, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, inter alia, of sections dealing with environmental screening processes for the Project, as published and available to the public on the website www.minisante.bi the same may be amended from time to time with the Association prior written approval.

7. "FCDC" means Family and Community Development Center, the Recipient’s center for carrying out the activities of MNSHRG established and operating under the Recipient’s Decree No. 100/325 dated December 17, 2012.


10. "Intervention Zones" means the Recipient’s provinces of Cibitoke, Makamba and Muyinga.

11. "Medical Waste Management Plan" means the document to be adopted by the Recipient, which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse impacts of medical waste management, as published and available to the public on the website www.minisante.bi as the same may be amended from time to time with the Association prior written approval.

12. "MOH" means the Recipient’s Ministry in charge of public health and the fight against HIV/AIDS, or any successor thereto.

13. "MNSHRG" means the Recipient’s Ministry in charge of national solidarity, human rights and gender, or any successor thereto.

14. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; (viii) salaries of support staff for the Project Coordination Unit, the Project Technical Team or the Steering Committee, but excluding salaries of the Recipient’s civil servants.


16. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated May 20, 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.

17. "Program" means the Recipient’s National Reproductive Health Program established and operating under the Recipient’s Decree No. 100/033 dated March 30, 1999.

18. "Project Coordination Unit" means a unit created with an updated mandate by the Recipient within the administrative structure of MOH to run the day-to-day coordination, implementation and fiduciary management of the Project, as further described in the Project Implementation Manual.
19. "Project Implementation Manual" means a manual to be by the Recipient and found satisfactory to the Association and which shall contain, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or personnel of the Steering Committee, the Project Coordination Unit and the Project Technical Team; (ii) the procedures for procurement of goods, works, non-consulting services, consultants’ services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; (v) the terms of reference for the Project audits; and (vi) the Safeguard Documents; as said manual may be amended from time to time with the Association’s prior approval.

20. “Project Technical Team” means a team to be established and created by the Recipient within the administrative structure of MNSHRG to coordinate project activities under the mandate of the said Ministry and support capacity strengthening to coordinate the fight against SGBV activities more broadly, as further described in the Project Implementation Manual.


24. “Steering Committee” means a steering committee to be established and created by the Recipient to provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient’s policies and strategies, as further described in the Project Implementation Manual.

25. “Workshops and Training” means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.