GRANT NUMBER TF014306

Grant Agreement

(Inter-Governmental Authority on Development Regional HIV/AIDS Partnership Program Support Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an administrator of the Multi-Donor Trust Fund for the Inter-Governmental Authority on Development Regional HIV/AIDS Partnership Program Support Project)

and

INTER-GOVERNMENTAL AUTHORITY ON DEVELOPMENT (IGAD)

Dated May 31, 2013
GRANT AGREEMENT

AGREEMENT dated May 31, 2013, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an administrator of the trust funds provided by various donors ("Donors") under the Multi-Donor Trust Fund for the Inter-Governmental Authority on Development ("IGAD") Regional HIV/AIDS Partnership Program Support Project ("Trust Fund") and INTER-GOVERNMENTAL AUTHORITY ON DEVELOPMENT ("Recipient").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section II of 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and this Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to seven million six hundred twenty two thousand and three hundred eighty United States Dollars ($7,622,380) ("Grant") to assist in financing the Project.

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

3.03. The Grant is funded out of the abovementioned Trust Fund for which the World Bank receives periodic contributions from the donors to the Trust Fund. In accordance with Section 3.02 of the Standard Conditions, 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.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following, namely that the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement 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
Recipient’s Representative; Addresses

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its executive secretary.
5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

INTER-GOVERNMENTAL AUTHORITY ON DEVELOPMENT (IGAD)
P. O. Box 2653
Djibouti City
Djibouti

Facsimile:

(253) 35 69 94
(253) 35 35 20

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

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

Cable: INDEVAS
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1 (202) 477-6391
AGREED at Washington D.C., USA, as of the day and year first
above written.

INTER-GOVERNMENTAL AUTHORITY ON
DEVELOPMENT

By

Authorized Representative

Name: MUSKE NAITEMA FLORENCE
Title: DIRECTOR ADMINISTRATIONS & FINANCE

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an administrator of the Multi-Donor Trust Fund for the
Inter-Governmental Authority on Development Regional AIDS
Partnership Program Support Project)

By

Authorized Representative

Name: JAN WALLISER
Title: DIRECTOR, STRATEGY & OPERATIONS
SCHEDULE 1
Project Description

The objectives of the Project are to: (i) increase preventative action in relation to, and reduce misconceptions of refugees, internally displaced persons, returnees, surrounding host communities, and cross-border and mobile populations concerning HIV/AIDS prevention, treatment, and mitigation in selected sites in the territory of the Member States; and (ii) establish a common and sustainable regional approach to supporting these populations in the territory of the Member States.

The Project constitutes part of the Program and consists of the following parts:

Part 1. Support to Internally Displaced Persons, Refugees, Returnees, Surrounding Host Communities, and Cross-Border and Mobile Populations

Provision of HIV/AIDS prevention, care, support, treatment, and mitigation services to:

(a) internally displaced persons, refugees, returnees, and surrounding host communities; and

(b) cross-border and mobile populations through the carrying out of Subprojects.

Part 2. Cross-Border Collaboration on Health-Sector Response to HIV/AIDS

(a) Exchange of information and sharing of experiences through periodic meetings, study tours, and training programs;

(b) Elaboration of referral systems for service delivery and counseling;

(c) Review of protocols and materials and preparation and national adoption of implementation plans;

(d) Development of service-continuity mechanisms; and

(e) Development of a comprehensive five-year regional HIV/AIDS/sexually transmitted infection strategy and Program plan with focus on regional dimensions of HIV and Sexually Transmitted Infections.
Part 3. Capacity Building and Project and Program Coordination, Management, and Monitoring and Evaluation

(a) Development and implementation of a comprehensive regional HIV/AIDS monitoring and evaluation system addressing biological and behavioral surveillance, essential research, financial, procurement, and Program-activity monitoring, particularly data collection in relation to Project-targeted populations and linking with national HIV/AIDS monitoring and evaluation systems and audits;

(b) Development of an interactive website for information sharing between Member States;

(c) Overall Project and Program facilitation; and

(d) Provision of direct support to national HIV/AIDS authorities in coordination of national HIV/AIDS efforts.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Recipient

(a) The Recipient shall be responsible for coordination, management, and oversight of Project implementation.

(b) The Recipient shall employ and maintain, a technical support agency in accordance with the provisions of Section III of this Schedule for purposes of provision of assistance to the Sub-financing Beneficiary in the identification, preparation, implementation, and oversight of Subprojects.

(c) The Recipient shall maintain, throughout Project implementation, the following entities, with functions and resources satisfactory to the World Bank, including, where applicable, staff with qualifications, experience, and terms of reference satisfactory to the World Bank:

(i) The Ministerial Committee on Health and HIV/AIDS, which shall provide policy orientation and guidance to the Project;

(ii) The Program Steering Committee, comprising the chief executives of the Member States’ national AIDS programs, which shall review Project budgets and audit reports and participate in the Project’s annual review and planning exercises;

(iii) The Secretariat, Program Facilitation Office, Technical Working Group on Health-Sector Response to HIV/AIDS, and Technical Working Group on Monitoring and Evaluation, which shall be responsible for coordination, management, implementation, oversight, and financial management and procurement under the Project;

(v) Each Member State entity responsible for coordination of HIV/AIDS activities, which shall be responsible for: (A) coordination between Project and Member State activities; (B) coordination, with the Secretariat and Program Facilitation Office, of implementation of activities relating to surrounding host communities under Part 1 (a), and Part 1 (b), of the Project;
and (C) provision of support to Part 2, and Program-activity monitoring under Part 3 (a), of the Project.

B. Manuals

Except as the World Bank shall otherwise agree, the Recipient shall: (i) carry out the Project, or cause the Project to be carried out, in accordance with the Project Operations Manual and the Project Monitoring and Evaluation Manual; and (ii) except as the World Bank shall otherwise agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof. Notwithstanding the foregoing, if any of the provisions of the Project Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

C. Subprojects

1. General

Without limitations upon the provisions of Section I.A of this Schedule, the Recipient shall appraise, approve, and monitor Subprojects in accordance with the provisions of this Section and the Project Operations Manual.

2. Eligibility Criteria and Procedures for Subprojects

(a) No proposed Subproject shall be eligible for financing out of the proceeds of the Grant unless the Recipient has determined, on the basis of an appraisal conducted in accordance with the guidelines set forth in the Project Operations Manual, that the Subproject satisfies eligibility criteria and procedures satisfactory to the World Bank and set out in the Project Operations Manual, and which shall include the following:

(i) the Subproject shall be proposed by a public or private or other non-governmental organization which fulfills the eligibility criteria set out in the Project Operations Manual; and such organization shall be eligible for future Sub-financings if it has completed the preceding Subproject to the satisfaction of the World Bank and the Recipient;

(ii) the proposed Subproject shall be for any of the types of activities set out under Part 1 (b) of the Project, and in further detail in the Project Operations Manual; and

(iii) the cost of the proposed Subproject is entirely covered by the amount of the Sub-financing and the Sub-financing Beneficiary’s contribution, if any.
(b) No proposed Subproject shall be eligible for financing under the Project if the Recipient has determined, on the basis of an appraisal conducted in accordance with the provisions of this Section and the Project Operations Manual, that the proposed Subproject meets any of the non-eligibility criteria set out in the Project Operations Manual, which shall include the following:

(i) the proposed Subproject shall be for activities political or religious in nature;

(ii) the proposed Subproject could potentially have an adverse environmental or social impact;

(iii) the proposed Subproject shall be for investments not proven to be in compliance with applicable agrarian or land law; or

(iv) the proposed Subproject shall be for activities relating to the production of tobacco or hallucinogen plants.

3. Terms and Conditions of Sub-financing Agreements

(a) The Recipient shall make each Sub-financing under a Sub-financing Agreement, concluded between the Recipient and the respective Sub-financing Beneficiary on terms and conditions approved by the World Bank, described in further detail in the Project Operations Manual, and which shall include the following:

(i) The Sub-financing shall be: (i) denominated in dollars; and (ii) made on a non-reimbursable basis.

(ii) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the right to:

(A) suspend or terminate the right of the Sub-financing Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Sub-financing Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement; and

(B) require the Sub-financing Beneficiary to, and this with the assistance of a technical support agency as needed:
(1) contribute, in cash or in kind, at least ten percent (10%) of the estimated Subproject costs;

(2) carry out its Subproject with due diligence and efficiency and in accordance with sound health care, economic, financial, managerial, administrative, environmental, and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient;

(3) provide, promptly as needed, the resources required for the purpose;

(4) procure the goods, works, and services to be financed out of the Sub-financing in accordance with procedures ensuring efficiency and economy and the provisions of Section III of this Schedule, and use said goods, works, and services exclusively in the carrying out of the Subproject;

(5) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with the Monitoring and Evaluation Indicators acceptable to the World Bank, the progress of the Subproject and the achievement of its objectives;

(6) (a) 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 Subproject; and (b) at the World Bank’s or the Recipient’s request, have such financial statements 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 statements as so audited to the Recipient and the World Bank;
enable the Recipient and the World Bank to inspect the Subproject, its operation, and any relevant records and documents; and

prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing; and

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

D. Safeguards

The Recipient shall ensure that the Project is implemented in accordance with the provisions of the respective Medical Waste Management Plan and, except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

F. Donor Visibility and Visit

1. 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.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member State’s territory for purposes related to the Project.
G. **Training**

For the purposes of the training to be financed under the Project and to be delivered through study tours, workshops, seminars, conferences, short courses and on the job training, the Recipient shall:

(a) furnish to the World Bank for its approval, not later than January 31 of each year, a training program including the process and criteria for the selection of the trainees and an explanation of how such training is consistent and conducive to the objective of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation; and

(b) furnish to the World Bank a report of such scope and detail as the World Bank shall reasonably request, on the results of each training and the benefits to be derived therefrom.

**Section II. Project Monitoring, Reporting and Evaluation**

A. **Project Reports; Completion Report**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the Monitoring and Evaluation Indicators. 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, except for the first Project Report, which 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.

2. 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. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section III of this Schedule.

B. **Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim un-audited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report 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.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than six (6) months after the end of such period.

Section III. **Procurement**

A. General

1. **Procurement and Consultant Guidelines.** All goods, works, and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of 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 (“Procurement Guidelines”) in the case of goods and works, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in 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 and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Works.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
<tr>
<td>(d) Procurement from United Nations Agencies</td>
</tr>
<tr>
<td>(e) Community Participation procedures which have been found acceptable to the World Bank</td>
</tr>
</tbody>
</table>

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 assignments which are specified in the Procurement Plan.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Consultants’ Qualifications</td>
</tr>
<tr>
<td>(b) Selection of Individual Consultants</td>
</tr>
<tr>
<td>(c) Single Source Selection</td>
</tr>
<tr>
<td>(d) Least Cost Selection</td>
</tr>
<tr>
<td>(e) Fixed Budget Selection</td>
</tr>
</tbody>
</table>

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.
Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of 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 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 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (Expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (Inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Part 1 (a) of the Project (Goods, works, consultants’ services, and Training)</td>
<td>2,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Part 1 (b) of the Project (Sub-financings)</td>
<td>3,170,308</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(3) Parts 2 and 3 of the Project (Goods, works, consultants’ services, Training, and Operating Costs)</td>
<td>1,952,072</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>7,622,380</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:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $1,500,000 equivalent may be made for payments made prior to this date but on or after November 1, 2012, for Eligible Expenditures under Categories (1), (2), and (3); or

   (b) under Category (2), until and unless the Recipient shall have confirmed to the World Bank, in conformity to accounting standards and procedures acceptable to the World Bank, that the Beneficiary to whom the Sub-financing is intended to be provided has properly and fully accounted for any funds provided by the World Bank under this Agreement or under any other agreement between the Recipient and the World Bank.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2014.

Section V. Other Undertakings

A. Annual Work Plans and Budgets

   The Recipient shall furnish to the World Bank for review and approval, as soon as available, but in any case not later than October 31 of each year, an annual work plan and budget for the Project for the following year, in form and substance satisfactory to the World Bank.

B. Annual Reviews

   The Recipient shall:

   1. Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Monitoring and Evaluation Indicators, the carrying out of the Project and the achievement of the objectives thereof;

   2. Prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank, on or about June 30 in each year, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures
recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

3. Review with the World Bank, by July 31 in each year, or such later date as the World Bank shall request, the report referred to in paragraph 2 of this Section, and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the World Bank’s views on the matter.
APPENDIX

Section I. Definitions

1. "AIDS" means Acquired Immune Deficiency Syndrome.

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


4. "Medical Waste Management Plan" means the plan of each of the Member States (as hereinafter defined) agreed with the World Bank, for the medical waste management procedures and measures to be followed under the Project, as the same may be updated from time to time with the concurrence of the World Bank, and such term includes any schedules to the Medical Waste Management Plan.

5. "NGOs" means a non-governmental organization which the World Bank has found acceptable to participate in carrying out of Part 1 (b) of the Project.

6. "Member State" means a state member of the Recipient, as defined in the Agreement Establishing the Inter-Governmental Authority on Development of March 21, 1996.


8. "Monitoring and Evaluation Indicators" means the indicators to be used for Project monitoring and evaluation with the detail further described in the Project Operations Manual.

9. "Operating Costs" means the incremental expenditures: (i) required for Project implementation, management, and monitoring; and (ii) incurred by the Recipient to finance office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries of general service staff, but excluding salaries, fees, honoraria, and bonuses of members of any of the Member States' civil servants.

10. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated January 15, 2013 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.

11. “Program” means the Recipient’s program designed to address the regional challenges of HIV/AIDS, particularly in relation to vulnerable groups in cross-border areas in the territory of the Member States, and set forth or referred to in the Recipient’s Report on the Inter-Governmental Authority on Development HIV/AIDS Regional Partnership Program Based on the Meeting of the Heads of National AIDS Commissions/Commissions Nationales de Lutte contre le SIDA of the Member States of March 9, 2007.


15. “Project Monitoring and Evaluation Manual” means the manual adopted by the Recipient outlining monitoring and evaluation arrangements, as shall have been agreed with the World Bank for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the World Bank, and such term includes any schedules to the Project Monitoring and Evaluation Manual.

16. “Project Operations Manual” means the manual adopted by the Recipient, outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements (including those to be followed and applied by NGOs), as shall have been agreed with the World Bank for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the World Bank, and such term includes any schedules to the Project Operations Manual.

17. “Sub-financing” means a grant made by the Recipient to a Sub-financing Beneficiary (as hereinafter defined) to finance a Subproject (as hereinafter defined) in accordance with the Sub-financing Agreement signed between Recipient and the Sub-financing Beneficiary.
18. “Sub-financing Agreement” means the agreement to be entered into between the Recipient and a Sub-financing Beneficiary (as hereinafter defined) for the purposes of carrying out and financing a Subproject (as hereinafter defined).

19. “Sub-financing Beneficiary” means a public or private or other non-governmental organization established and operating as such under the laws of the respective Member State, which has met the eligibility criteria set out in Section I.C of Schedule 2 to this Agreement and in further detail in the Project Operations Manual, and, as a result, has received or is entitled to receive a Sub-financing.

20. “Subproject” or “Subprojects” means: (i) a specific development activity consistent with the Recipient’s mission objectives and are related to HIV/AIDS prevention, care, support, treatment, and mitigation services; and (ii) financed, or proposed to be financed, through a Sub-financing under Part 1 (b) of the Project.


22. “Technical Working Group on Monitoring and Evaluation” means the Recipient entity established pursuant to Section I.A.1 (c) (iii) of Schedule 2 and whose responsibilities are set out in Section I.A.1 (c) (iii) of said Schedule.

23. “Training” means the training of persons involved in Project-supported activities, such term including seminars, workshops, short courses and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

The reference to “Member Country” in the Standard Conditions means a Member State. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.