

**OFFICIAL  
DOCUMENTS**

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**CREDIT NUMBER 5644-NE  
GRANT NUMBER D0620-NE**

**Financing Agreement**

**(Population and Health Support Project)**

**between**

**REPUBLIC OF NIGER**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 24, 2015**

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**CREDIT NUMBER 5644-NE  
GRANT NUMBER D0620-NE**

## **FINANCING AGREEMENT**

AGREEMENT dated June 24, 2015, entered into between REPUBLIC OF NIGER (“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 and a credit (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
  - (a) an amount equivalent to 68,200,000 Special Drawing Rights (SDR sixty-eight million two hundred thousand) (“Grant”); and
  - (b) an amount equivalent to 6,600,000 Special Drawing Rights (SDR six million six hundred thousand) (“Credit”).
- 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Euro.

### **ARTICLE III — PROJECT**

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts A, C and D of the Project through MoH and Part B through MoP, 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 Events of Suspension consist of the following:

- (a) The Recipient's Health Sector Program has been amended, suspended, abrogated, repealed or waived, without the Association's prior consent, so as to affect materially and adversely the ability of the Recipient to carry out the Project or to perform any of its obligations under this Agreement.
- (b) The MoU has been amended, suspended, abrogated or waived so as to materially and adversely affect the ability of the Recipient to perform any of its respective obligations under this Agreement.

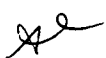
4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Project Manuals have been adopted in form and substance satisfactory to the Association.
- (b) The Recipient has recruited a procurement specialist on terms of reference acceptable to the Association.

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



- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is Recipient's State Minister, Minister du Plan, de l'Aménagement du Territoire et du Développement Communautaire.

- 6.02. The Recipient's address is:

Ministère du Plan, de l'Aménagement du Territoire et du Développement  
Communautaire  
B.P. 862  
Niamey  
Republic of Niger

- 6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

*AE*

AGREED at Niamey, Republic of Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By



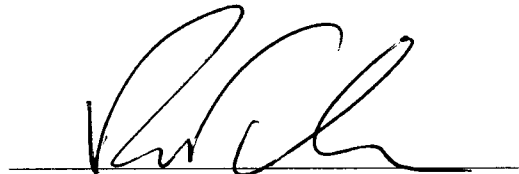
Authorized Representative

Name: Amadou Boubacar Cissé

Title: State Minister, Minister of Planning, Territorial  
Improvement and Community Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Paul Nomba Um

Title: Country Director for Niger  
Africa Region

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to increase the utilization of reproductive health and nutrition services in Targeted Areas.

The Project consists of the following parts:

#### **Part A: Improving the provision of high quality RHN services (DLI-based financing)**

Carrying out of a program of activities identified in selected Eligible Expenditures Programs in support of the MoH's Health Sector Program and focusing on strengthening the delivery of health and nutrition services for women of reproductive age (including young women, pregnant and lactating women) and children under age five through improvements in the quantity and quality of services.

#### **Part B: Increasing the demand of RHN services**

##### **1. Promote social and behavioral change**

Provision of goods and consultants' services to support community-level SBCC on RHN, including:

- (i) Carrying out a set of activities to: (A) review and strengthen the SBCC curriculum implemented under the Safety Net Project; and (B) to deliver the SBCC curriculum;
- (ii) Supporting social marketing and community-based distribution of health and nutrition products and knowledge.

##### **2. Women's and adolescent girls' empowerment**

Provision of support to improve community-level demand for RHN services for women and adolescent girls through:

- (i) Carrying out a life skills training program on reproductive health, health and nutrition, hygiene, self-esteem, and financial literacy;
- (ii) Carrying out a Cash Transfers program to Eligible Beneficiaries for enrollment and retaining girls in school.

3. Mobilize opinion leaders

Carrying out a set of activities to mobilize opinion leaders to support utilization of RHN services, including, *inter alia*: (i) SBCC activities to increase knowledge and raise awareness among the decision makers in the community; and (ii) conducting peer-education discussion groups for men within the community.

Part C: Improving capacity to manage, coordinate, monitor and evaluate RHN services and demand-side activities

Provision of goods, consultants' services, non-consulting services, Training and Operating Costs to support the Project's management, implementation, monitoring and evaluation.

Part D: Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Recipient shall maintain the following institutional arrangements, further described in the Project Manuals, throughout the implementation of the Project:

##### 1. Overall Project coordination and Project Steering Committee

- (a) The Recipient shall establish not later than 3 months after Effective Date and maintain, throughout the Project implementation, the Steering Committee with composition and terms of reference satisfactory to the Association.
- (b) Without limitation to the generality of the foregoing provisions of sub-paragraph (a) immediately above, the Steering Committee shall be chaired by a representative of the Ministry in charge with planning, land management and community development.
- (c) Without limitation to the generality of the foregoing provisions of sub-paragraph (a) above, the Steering Committee shall review and approve the Annual Work Plans and Budgets, and the audit reports.

##### 2. The MoH shall be responsible for the overall Project's management and the Project's monitoring and evaluation, including: (i) coordination of Project activities; (ii) carrying out the Project's financial management activities; and (iii) preparation of consolidated Annual Work Plans and Budgets, the monitoring and evaluation reports and the Project progress reports.

##### 3. Institutional Arrangements for Parts A and C of the Project

- (a) Without limitation to the generality of the foregoing provisions of paragraph 1 above, the MoH's secretary general shall be responsible for the overall coordination of Project's technical implementation under Parts A and C.
- (b) Without prejudice to the provisions of sub-paragraph (a) immediately above, at the central level, the MoH's secretary general shall ensure the implementation of Parts A and C of the Project through the collaboration among its various units, including the Planning and Studies Directorate (*Direction des Etudes et de la Planification*), the Financial Resources and Material Directorate (*Direction des Ressources Financieres et Materielles*),



Procurement Direction (*Direction des Marches Publics*) and technical directorates, as further described in the POM.

- (c) Without prejudice to the provisions of sub-paragraph (a) above, at the regional level, the MoH's secretary general shall ensure the implementation of Parts A and C of the Project through the collaboration among various regional units, including the Regional Directorates of Public Health (*Directions regionales de la santé publique*) and the Health Districts (*Districts sanitaires*), as further described in the POM.

4. Institutional Arrangements for Part B of the Project

- (a) Without limitation to the generality of the foregoing provisions of paragraph 1 above, the MoP's secretary general shall be responsible for the overall coordination of Project's technical implementation under Part B.
- (b) Without prejudice to the provisions of sub-paragraph (a) immediately above, the MoP's secretary general shall ensure the implementation of Part B of the Project through the collaboration among its various units, including the Planning and Directorate (*Direction de la Planification*), the Financial Resources and Material Directorate (*Direction des Ressources Financieres et Materielles*), Procurement Direction (*Direction des Marches Publics*) and technical directorates, as further described in the POM.

**B. Contractual Arrangements**

*Cash Transfers*

1. The Recipient, through MoP, shall ensure that the Social Safety Net Unit is in charge of the implementation of the activities under Part B.2 (ii) of the Project.
2. For the implementation of Part B.2 (ii) of the Project, the Recipient, through the Social Safety Net Unit, shall provide Cash Transfers to Eligible Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, and described in the Project Operational Manual and the Manual of Administrative, Financial and Accounting Procedures.
3. The Recipient shall ensure that the amount of each Cash Transfer is paid to its intended Eligible Beneficiary as described in the Project Manuals.
  - (i) For the payment of Cash Transfers to Eligible Beneficiaries, the Recipient shall conclude and thereafter implement, one or more Payment Agreements, in form and substance satisfactory to the Association, with a

Payment Service Provider duly authorized to operate in the Recipient's territory, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association and in accordance with the provisions of Section III of Schedule 2 to this Agreement. The Recipient shall ensure that each Payment Agreement, which is not signed on the basis of the model attached to the Project Operational Manual, is submitted to the Association for its prior review and approval.

- (ii) Without limitation to the provisions of sub-paragraph (i) immediately above, each Payment Agreement for the payment of Cash Transfers shall include provisions to the effect that:
  - (A) Unless the Association shall otherwise agree in writing, (AA) the Recipient shall: (AAA) ensure that the Payment Service Provider shall open and thereafter maintain for a term equal to the term of the Payment Agreement plus two years a separate account (each a "Cash Account") for the exclusive purpose of depositing funds for payments to be paid by the Payment Service Provider to Eligible Beneficiaries on behalf of the Recipient; and (BBB) deposit funds in said Cash Account in accordance with the provisions of the Payment Agreement. The Cash Account shall be opened in a commercial bank acceptable to the Association, with terms and conditions satisfactory to the Association including, *inter alia*, a waiver of any rights said commercial bank may have to set off any amount deposited in the Cash Account with any other debt; and (BB) the Payment Service Provider shall: (AAA) disburse funds from the Cash Account for payments in accordance with the provisions of the Payment Agreement; and (BBB) ensure that all amounts deposited in the Cash Account are used exclusively to make payments to Eligible Beneficiaries in accordance with the detailed provisions, procedures, sequencing and timing in relation thereto as set forth in the Project Operational Manual and the Manual of Administrative, Financial and Accounting Procedures, and in compliance with the Anti-corruption Guidelines applicable to recipients of Financing other than the Recipient; and (CCC) promptly refund to the Recipient for further refund to the Association any proceeds from the Cash Account not used for purposes of payment to Eligible Beneficiaries in accordance with the provisions of the Payment Agreement, or otherwise utilized in a manner inconsistent with the provisions of this Agreement; and
  - (B) The Payment Service Provider shall (AA) keep records and accounts of the expenditures incurred in the payments to Eligible Beneficiaries; (BB) promptly inform the Recipient of any condition which interferes or threatens to interfere with the payments to

Eligible Beneficiaries and the achievement of the objective of the Project; (CC) enable the Recipient and the Association to inspect its operations, including the payments, the Cash Account, and any relevant records and documents; and (DD) if the Association or the Recipient so requests, open access to its records and accounts of expenditures to any auditor that the Recipient shall have recruited, on the basis of terms of reference, qualifications and experience satisfactory to the Association and in accordance with the provisions of Section III of Schedule 2 to this Agreement, for the carrying out of the audit of said records and accounts of expenditures.

- (iii) The Recipient shall exercise its rights under each Payment Agreement for Cash Transfers 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 Payment Agreement for the payment of Cash Transfers or any of its provisions.

*Grievance mechanism*

- (a) For the implementation of Part B.2 (ii) of the Project, the Recipient shall establish not later than three (3) months after the Effective Date and maintain throughout Project implementation, an efficient, cost effective and independent grievance mechanism, based on international experience and best practices adapted to the local context, as further described in the Project Operational Manual acceptable to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) immediately above, the independent grievance mechanism shall be established for the purpose of, inter alia: (i) clarifying the entitlement of households and individuals to receive benefits from the Project as well as due process if complaints or grievance arise; (ii) implementing such grievance mechanism suitable to the local context in order to protect the rights of the participants; and (iii) designing and implementing an outreach program to inform participants of their rights and duties as well as on the respective procedures.

**C. Anti-Corruption**

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

**D. Safeguards**

1. The Recipient shall take, and cause to be taken, all necessary measures to ensure that the Project shall be implemented in accordance with the MWMP.
2. Except as the Association shall otherwise agree in writing, the Recipient shall ensure, and cause to ensure, that none of the provisions of the MWMP shall be abrogated, amended, repealed, suspended or waived.
3. In the event that any provision of the MWMP shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

**E. Annual Work Plans and Budgets**

1. Not later than November 30 in each calendar year, the Recipient shall, for the purpose of forwarding to the Association, submit an annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project, of such scope and detail as the Association shall have reasonably requested, such plan to include an implementation schedule and budget and financing plan, with pooled and non-pooled funding expenditures separately identified.
2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association ("Annual Work Plan and Budget"). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. The Recipient shall ensure that the Project is carried out in accordance with the Annual Work Plans and Budgets.
4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association's prior written approval.
5. The Recipient shall furnish a statement of the Project Pooled Account to the Association by electronic means, as part of the interim unaudited financial reports for the Project, in accordance with Section II.B.2 of Schedule 2 to this Agreement.

**F. Project Manuals**

1. (a) The Recipient shall ensure that the Project is carried out in accordance with the Project Operational Manual and the Manual of Administrative, Financial and Accounting Procedures; and (b) except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Operational

Manual or the Manual of Administrative, Financial and Accounting Procedures, or any provision thereof.

2. In the event of any conflict between the provisions of the Project Operational Manual or the Manual of Administrative, Financial and Accounting Procedures and those of this Agreement, the provisions of this Agreement shall prevail.

**G. Immediate Response Mechanism**

In order to ensure the proper implementation of Part D of the Project (“Contingent Emergency Response”) (“IRM Part”), the Recipient, through the MoH, shall take the following measures:

1. The Recipient shall:

- (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the IRM Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the IRM Part (“Coordinating Authority”); (ii) specific activities which may be included in the IRM Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the IRM Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the IRM Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the IRM Part, consistent with the Association’s policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the IRM Part;
- (b) afford the Association a reasonable opportunity to review said proposed operations manual;
- (c) promptly adopt such operations manual for the IRM Part as shall have been approved by the Association (“IRM Operations Manual”);
- (d) ensure that the IRM Part is carried out in accordance with the IRM Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the IRM Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the IRM Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the IRM Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the IRM Part (and no activities shall be included in the IRM Part) unless and until the following conditions have been met in respect of said activities:
  - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
  - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the IRM Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said 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 set forth in the Project Manuals. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

**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 (45) 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 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 fiscal year of the Recipient,

commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be: (i) furnished to the Association not later than six (6) months after the end of such period; and (ii) audited annually by an external auditor selected based on qualifications satisfactory to the Association.

4. The Recipient shall, not later than five (5) months after the Effective Date, recruit an external auditor, with terms of reference satisfactory to the Association, in accordance with the provisions of Section III of this Schedule.

**C. External Controls for Part A of the Project**

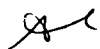
**1. Independent Verification**

- (a) The Recipient shall, not later than four (4) months after the Effective Date, appoint external monitoring and evaluation experts (“Independent Verifiers”), to act as third-party verifiers of the proper fulfillment of the DLIs set forth in Schedule 4 to this Agreement.
- (b) The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal, an assessment of the level of fulfillment of DLIs set forth in Schedule 4 to this Agreement, and provide to the Recipient and the Association, an Independent Verification Report containing, *inter alia*, said assessment on the fulfillment of the pertinent DLIs and a proposal for disbursement under each Withdrawal.

**Section III. Procurement**

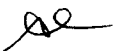
**A. General**

1. **Goods and Non-consulting Services.** All goods 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 and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods 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 provided in section 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 UNICEF and UNFPA; (h) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (i) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association; and (j) Community Participation procedures which have been found acceptable to the Association.
3. **Additional Provisions for NCB.** The Additional Provisions for National Competitive Bidding are as follows:
  - (1) invitation to bid shall be advertised in at least one national newspaper with wide circulation, at least 30 days prior to the deadline for the submission of bids;
  - (2) foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders in the bidding process;
  - (3) bidding shall not be restricted to pre-registered firms;
  - (4) qualification criteria shall only concern a bidder's overall capability and financial capacity to perform the contract, taking into account objective and measurable factors. All qualification criteria shall be clearly specified in the bidding documents;
  - (5) bids shall be opened in public, immediately after the deadline for submission of bids;
  - (6) bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Association;
  - (7) before rejecting all bids and soliciting new bids, the Association's prior concurrence shall be obtained;





- (8) contracts shall be awarded to the lowest evaluated and qualified bidder;
- (9) no domestic preference shall be given for domestic bidders;
- (10) fees charged for the bidding documents shall be reasonable and reflect only the cost of their printing and delivery to prospective bidders, and shall not be so high as to discourage qualified bidders;
- (11) any firm declared ineligible by the Association, based on a determination by the Association that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing an Association-financed contract, shall be ineligible to be awarded an Association-financed contract during the period of time determined by the Association; and
- (12) each contract financed from the proceeds of the Financing shall provide that the suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Association. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.

**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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (g) Selection of UNICEF and UNFPA; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (j) 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.

**E. Procurement of Emergency Expenditures under the IRM Part of the Project**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the IRM Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the IRM Operations Manual.

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



<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) EEPs under Part A of the Project	0	48,300,000	100% of amounts spent and reported under the EEP Spending and Assessment Reports for each Withdrawal
(2) Goods, non-consulting services, consultants' services, Training and Operating Costs under Parts B and C of the Project	6,600,000	15,400,000	100%
(3) Cash-Transfers under Part B.2 (ii) of the Project	0	3,800,000	100% of amounts disbursed
(4) Refund of Preparation Advance	0	700,000	Amount payable pursuant to Section 2.07 of the General Conditions
(5) Emergency Expenditures under Part D of the Project	0	0	
<b>TOTAL AMOUNT</b>	<b>6,600,000</b>	<b>68,200,000</b>	

**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;
  - (b) for payments made under Category (1) unless:

- (i) The relevant EEP Spending and Assessment Report has been submitted to, and found satisfactory by, the Association in accordance with the Independent Verification Reports; and
    - (ii) any applicable Disbursement-Linked Indicators and Disbursement-Linked Results as set forth in the table in Schedule 4 to this Agreement have been met by the Recipient satisfactory to the Association.
  - (c) under Category (5), for Emergency Expenditures under Part D of the Project, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
    - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
    - (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.G.1 of Schedule 2 to this Agreement;
    - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.G.1 of this Schedule 2 to this Agreement, for the purposes of said activities; and
    - (iv) the Recipient has adopted an IRM Operations Manual in form, substance and manner acceptable to the Association and the provisions of the IRM Operations Manual remain or have been updated in accordance with the provisions of Section I.G.1 of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the IRM Part.
2. Notwithstanding the provisions of Part A of this Section and without limitation to the provision set forth in paragraph 1 above, withdrawals under Category (1) above may be made by the Recipient as follows:
- (a) Withdrawals shall be made in amounts not exceeding the total of the ceilings per each respective DLI as provided in Schedule 4 to this Agreement, subject to

submission to the Association of evidences satisfactory to the Association and as defined in the POM that the DLIs have been achieved.

- (b) If, at any time, the Association determines that any portion of the amounts disbursed by the Recipient under Category (1) was made: (a) for expenditures which are not eligible under the EEPs; or (b) not in compliance with the provisions of Section IV.B.2(a), the Recipient shall promptly refund any such amount to the Association as the Association shall specify by notice to the Recipient.
  - (c) If, at any time, the Association is not satisfied that any of the DLR(s) has/have been achieved by end of each Fiscal Year or of the date by which the said DLR(s) is/are set to be achieved and/ or the Allocated Amount(s) of such DLR(s) has/have not been fully withdrawn as such said date has been established in the POM, the Association may, at any time, by notice to the Recipient, decide, in its sole discretion, to:
    - (i) authorize the withdrawal of such lesser amount of respective Allocated Amount(s) allocated to any of DLR(s) which in the opinion of the Association, corresponds to the extent of achievement of said DLR(s);
    - (ii) withhold all or a portion of the proceeds of the Financing then allocated to said DLR(s) until such DLR(s) is/are satisfactorily met;
    - (iii) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR(s) to any other DLR(s) within the same DLI; and/or
    - (iv) cancel all or a portion of the proceeds of the Financing then allocated to said DLR(s).
3. The Closing Date is December 31, 2021.

**Section V. Other Undertakings**

- 1. No later than three (3) months after the Effective Date, the MoU has been revised and updated in accordance with this Agreement, in a manner satisfactory to the Association.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 15 and October 15, commencing October 15, 2021, to and including April 15, 2053	<b>1.5625%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

**SCHEDULE 4**

**Disbursement Linked Indicators (DLIs)**

Disbursement-linked Indicator	Amount of Financing Allocated to DLI (in USD)	DLI Base line	Disbursement-Linked Results					Determination of Financing Amount to be disbursed against achieved and verified DLI value (s)
			2015	2016	2017	2018	2019	
<b>DLI 1:</b> Increase in women utilizing modern contraception (Percent)		397,000	18.0%	39.2%	64.3%	93.9%	128.8%	\$100,951 per percentage point improvement = [Allocation to the DLI (\$13m)/(total percentage point improvement)]  At least 421,000 [or at least 6% more] women utilizing contraception must be reached to trigger disbursement
<b>Allocated amount:</b>	<b>13,000,000</b>		<b>1,820,000</b>	<b>2,140,000</b>	<b>2,530,000</b>	<b>2,990,000</b>	<b>3,520,000</b>	
<b>DLI 2:</b> Increase in women delivered by a trained health professional (Percent)		277,000	9.0%	18.8%	29.5%	41.2%	53.9%	\$241,356 per percentage point improvement = [Allocation to the DLI (\$13m)/(total percentage point improvement)]  At least 285,000 [or at least 3% more] women delivered by a trained health professional must be reached to trigger disbursement
<b>Allocated amount:</b>	<b>13,000,000</b>		<b>2,170,000</b>	<b>2,370,000</b>	<b>2,580,000</b>	<b>2,810,000</b>	<b>3,070,000</b>	
<b>DLI 3:</b> Increase in new accepters (girls < 20 yrs) using modern		0%		18%	36%	54%	72%	\$55,556 per percentage point improvement = [Allocation to the DLI (\$4m)/(total percentage point improvement)]

contraceptives (Percent) <sup>1</sup>								At least 6% increase in new accepters (girls < 20 yrs) using modern contraceptives must be achieved to trigger disbursement
<b>Allocated amount:</b>	<b>4,000,000</b>		<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	
<b>DLI 4</b> Increase in children < 1 year of age having received nutrition counseling and an updated growth chart (Percent) <sup>2</sup>		0	3.5%	7.0%	10.5%	14.0%	17.5%	\$571,429 per percentage point improvement = [Allocation to the DLI (\$10m)/(total percentage point improvement)]  At least 1.2% increase in children < 1 year of age having received nutrition counseling and an updated growth chart must be achieved to trigger disbursement
<b>Allocated amount:</b>	<b>10,000,000</b>		<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	
<b>DLI 5</b> Increase in children 0-11 months immunized with measles (Percent)		587,000	3.7%	7.5%	11.5%	15.6%	19.9%	\$501,993 per percentage point improvement = [Allocation to the DLI (\$10m)/(total percentage point improvement)]  At least 595,000 [or at least 1.2% more] children < 1 year of age having received nutrition counseling and an updated growth chart must be achieved to trigger disbursement
<b>Allocated amount:</b>	<b>10,000,000</b>		<b>1,860,000</b>	<b>1,930,000</b>	<b>2,000,000</b>	<b>2,070,000</b>	<b>2,150,000</b>	
<b>DLI 6:</b> Health facilities receiving payments from the central government		0	15%	30%	45%	60%	75%	\$80,000 per percentage point improvement = [Allocation to the DLI (\$6m)/(total

<sup>1</sup> Indicator included in new HMIS which has started data collection in CY15. Baseline will be set based on year-end data.  
<sup>2</sup> Baseline will be verified during initial verification process



for their revolving fund on time (Percent)								percentage point improvement])  At least 5% increase health facilities receiving their payments on time must be achieved to trigger disbursement
<b>Allocated amount:</b>	<b>6,000,000</b>		<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	
<b>DLI 7:</b> Training of health workers to deliver RH and nutrition services (Number)		0	Courses Designed	300	650	1000	1400	\$300,000 once the course is designed, plus \$3,714 per health worker trained = [Allocation to the DLI (\$5.5m-\$300k)/(total number of health workers to be trained)]  At least 100 health workers must be trained to trigger disbursement once the course is developed
<b>Allocated amount:</b>	<b>5,500,000</b>		<b>300,000</b>	<b>1,110,000</b>	<b>1,300,000</b>	<b>1,300,000</b>	<b>1,490,000</b>	
<b>DLI 8:</b> Health workers receiving supervision visits in the previous period including direct observation of their work (Percent)		0	15%	30%	45%	60%	75%	\$68,888 per percentage point improvement = [Allocation to the DLI (\$5.1m)/(total percentage point improvement)]  At least 5% increase in health workers receiving supervision must be achieved to trigger disbursement
<b>Allocated amount:</b>	<b>5,100,000</b>		<b>1,020,000</b>	<b>1,020,000</b>	<b>1,020,000</b>	<b>1,020,000</b>	<b>1,020,000</b>	
<b>Total Financing Allocated*:</b>	<b>66,600,000</b>		<b>10,370,000</b>	<b>12,770,000</b>	<b>13,630,000</b>	<b>14,390,000</b>	<b>15,440,000</b>	

**\*Note: Amounts will be disbursed in XDR to the total available for this category (XDR 48,300,000)**

## APPENDIX

### Section I. Definitions

1. “Allocated Amounts” means the amount in SDR allocated to each individual DLR, or determined for each DLR pursuant to the formula detailed in Schedule 4 to this Agreement, as such amount may be increased, reallocated and or cancelled (whether partially or in its entirety) by the Association, as the case may be, in accordance with the provisions of Section IV.B.2 of Schedule 2 to this Agreement.
2. “Annual Work Plan and Budget” means the annual work plan and budget as prepared by the Recipient for and approved by the Association in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011.
4. “Cash Transfer” means a transfer of funds in the form of grants on behalf of the Recipient to an Eligible Beneficiary, made or to be made in accordance with the provisions of the Project Operational Manual, the Manual of Administrative, Financial and Accounting Procedures and a Payment Agreement, with the aim of contributing to support the Eligible Beneficiaries to motivate them to keep their daughters in school.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “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 (revised July 2014).
7. “Coordinating Authority” means the entity or entities designated by the Recipient in the IRM Operations Manual and approved by the Association pursuant to Section I.G.1(a) of Schedule 2 to this Agreement, to be responsible for coordinating the IRM Part of the Project.
8. “Disbursement-linked Indicators” or “DLIs” means the set of disbursement-linked indicators as specified in the Table in Schedule 4 to this Agreement, and further described in the POM.
9. “Disbursement-linked Result” or “DLR” means a target result in implementing a Disbursement-Linked Indicator for a given year of Part A of the Project implementation, specified in Table in Schedule 4 to this Agreement.

10. “Eligible Beneficiary” means a household with adolescent girls which meets the targeting and eligibility criteria detailed in the Project Manuals, and as such is eligible to the payment of Cash Transfers, and referred to in Section I.B.2 of Schedule 2 to this Agreement.
11. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
12. “Eligible Expenditure Programs” or “EEPs” means a set of expenditures for the implementation of the Health Sector Program, consisting of consultant services, non-consulting services, Operating Costs, Training and use of fee incurred by the Recipient for the implementation of Part A of the Project and financed through the Recipient’s Pooled Fund in accordance with the Recipient’s budget law and the Project Manuals.
13. “EEP Spending and Assessment Reports” means any report prepared by the Recipient in accordance with the POM as referred to in Section IV.B.1(b)(i) of schedule 2 to this Agreement on the spending status of the Eligible Expenditures Programs under Part A.1 of the Project and the level of achievement of the DLIs
14. “Emergency Expenditures” means any of the Eligible Expenditures set forth in the IRM Operations Manual in accordance with the provisions of Section I.G.1 (a) of Schedule 2 to this Agreement and required for the activities included in the IRM Part of the Project.
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
16. “Health Sector Program” means the MoH’s *Plan de Développement Sanitaire* adopted by the Recipient’s Council of Ministers on January 27, 2011, and the correspondent Annual Work Plans adopted each year.
17. “Immediate Response Mechanism Operations Manual” or “IRM Operations Manual” each means the operations manual referred to in Section I.G.1(c) of this Agreement, to be adopted by the Recipient for the IRM Part of the Project in accordance with the provisions of said Section.
18. “Independent Verifiers” means the independent verifiers referred to in Section II.C.1 (a) of Schedule 2 to this Agreement recruited by the Project Implementation Unit in order to prepare the Independent Verification Reports.
19. “Independent Verification Report” means the report prepared by the Independent Verifiers in accordance with the details provided in the Project Implementation Manual and, referred to in Section II.C.1 (b) of Schedule 2 to this Agreement, to

make disbursement recommendation for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Part A of the Project and the compliance with the DLIs.

20. "IRM Part of the Project" or "IRM Part" each means Part D of the Project.
21. "Manual of Administrative, Financial and Accounting Procedures" means the Recipient's manual referred to in Section I.F.1 of Schedule 2 to this Agreement, containing *inter alia*, financial, administrative and accounting procedures applicable to the Project, as such manual may be amended from time to time in prior written agreement with the Association, and such term includes any schedule to the Project Manual of Manual of Administrative, Financial and Accounting Procedures.
22. "Medical Waste Management Plan" or "MWMP" means the Recipient's plan approved and disclosed by the Recipient on February 17, 2015, and made available to the public at the World Bank's Info Shop on February 23, 2015, setting out the measures and arrangements necessary for the proper management of medical waste under the Project.
23. "MoH" means the Recipient's Ministry of Health, or any successor thereto.
24. "MoP" means the Recipient's *Ministere de la Population, de la Promotion de la Femme et la Protection de l'Enfant*, or any successor thereto.
25. "MoU" means the memorandum of understanding dated of May 19, 2006, concerning the pooled funding for the Government of Niger's Health Sector Program, entered into by the Recipient and the Pooled Fund Partners, as revised from time to time in accordance with its provisions.
26. "Operating Costs" means the incremental operating costs arising under the Project on account of Project coordination, implementation and monitoring activities, including office supplies, vehicle operation and maintenance costs, utilities, communication charges, per diems and travel allowances, but excluding the salaries of the Recipient's civil service and sitting allowances.
27. "Payment Agreement" means any of the agreements referred to in Section B.3 (i) of Schedule 2 to this Agreement.
28. "Payment Service Provider" a mobile telephone company, a microfinance institution, or another entity having the capacity to provide the services and comply with the obligations described into the Payment Agreement who has entered into a Payment Agreement with the Recipient in accordance with the provisions of Section B.3 (i) of Schedule 2 to this Agreement.

29. "Project Pooled Account" means the special pooled deposit account opened for withdrawals in respect of expenditures made under the Project Pooled Account under Part A of the Project.
30. "Pooled Fund" means the pooled fund created in support of the Recipient's Health Sector Program and in compliance to the MoU, and to which the Association, through the Project Pooled Account, and other Pooled Fund Partners contribute.
31. "Pooled Fund Partners" means any government, or national or international agency or organization, providing funds for the implementation of Part A of the Project, in accordance with the MoU.
32. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on December 4, 2014, and on behalf of the Recipient on December 17, 2014.
33. "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 (revised July 2014).
34. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 15, 2015 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.
35. "Project Operational Manual" or "POM" means the Recipient's manual referred to in Section I.F.1 of Schedule 2 to this Agreement, setting out implementation, organizational, monitoring and evaluation, risk mitigation, and fiduciary mechanisms for purposes of implementation of the Project, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual
36. "Project Manuals" means, collectively, the Project Operational Manual and the Manual of Administrative, Financial and Accounting Procedures.
37. "RHN" means reproductive health and nutrition.
38. "Safety Net Project" means the project financed under the Financing Agreement between the Republic of Niger and the Association (Credit No.4920-NE) dated July 14, 2011.
39. "Social Safety Net Unit" means *Cellule de Filet Sociaux*, established by the Recipient's decision (*arrêté*) no. 00236/PM dated December 16, for the purposes of the Safety Net Project.

40. "SBCC" means social and behavior change communication.
41. "Targeted Areas" means the administrative regions of Dosso, Maradi, Tahoua, Zinder and Tillaberi of the territory of the Recipient.
42. "Training" means training of persons involved in Project-supported activities, based on annual budgets approved by the Association, such term including seminars, workshops, and study tours, and costs associated with such activity such as travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
43. "UNICEF" means United Nations Children's Fund.
44. "UNFPA" means United Nations Population Fund.
45. "Withdrawal" means each withdrawal under Category (1) of the table in Section IV of Schedule 2 to this Agreement.