CREDIT NUMBER 4899-VN

Financing Agreement

(Hospital Waste Management Support Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated May 31st, 2011

CREDIT NUMBER 4899-VN

FINANCING AGREEMENT

AGREEMENT dated May 31st, 2011, entered into between SOCIALIST REPUBLIC OF VIETNAM ("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 and modified 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 credit in an amount equivalent to ninety six million one hundred thousand Special Drawing Rights (SDR 96,100,000) (variously, "Credit" and "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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 March 15 and September 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 Dollar.

ARTICLE III — PROJECT

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

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

ARTICLE IV — EFFECTIVENESS; TERMINATION

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

(a) The Recipient has adopted the Operational Manual.

(b) The Recipient has prepared and finalized for signing at least five (5) Grant Agreements including at least two Grant Agreements with two Provincial Hospitals.

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

4.03. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is the Governor, or a Deputy Governor, of State Bank of Vietnam.

5.02. The Recipient's Address is:

State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Cable address:	Telex:	Facsimile:
VIETBANK Hanoi	412248 NHTWVT	(84-4) 825 0612

5.03. 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

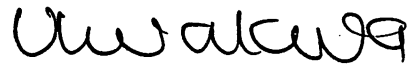
AGREED at Hanoi, Socialist Republic of Vietnam as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By 

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By 

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to reduce environmental degradation and potential risks for human health through improving management of healthcare waste in the Recipient's hospitals.

The Project consists of the following parts:

Part 1: Strengthening Policy and Institutional Environment

Strengthening the policy environment for effective management of healthcare waste, and the institutional capacity of relevant ministries and agencies to implement, monitor and enforce healthcare waste pollution standards and associated management practices, through:

(a) streamlining policy and regulatory framework for healthcare waste, including: (i) strengthening the Executive Committee for Environmental Protection in the Health Sector; (ii) development and strengthening of policies, environmental standards, and regulatory instruments envisaged under the Master Plan; (iii) assessing the implications of existing environmental regulations in various sectors which can have an impact on implementation and management of healthcare waste; (iv) drafting policy and regulatory instruments in relation to healthcare waste management; (v) development and dissemination of information, guidelines and reference materials on healthcare waste management; and (vi) development of technology assessment and applied research capacity in the area of environmental and socio-economic impact of healthcare waste management;

(b) strengthening institutional capacity for healthcare waste management, including: (i) development of training modules and training plans; (ii) training of trainers at central government level; (iii) training of leaders, administrators, and technical staff in central and provincial government health agencies, healthcare facilities, and preventive health centers: and (iv) training of staff in healthcare facilities;

(c) strengthening monitoring and surveillance systems for healthcare waste management, including: (i) provision of equipment, facilities, and vehicles; and (ii) development of a web-based software application to provide information on healthcare waste management practices.

Part 2: **Hospital Waste Management Support Facility**

Strengthening infrastructure and institutional capacity of healthcare facilities in healthcare waste management and occupational safety practices, through provision of Grants to: (a) Central Hospitals; and (b) Provincial Hospitals.

Part 3: **Project Implementation Support and Coordination**

Strengthening Project management, supervision, monitoring and evaluation through provision of support to the CPMU, including technical advisory services, acquisition of equipment and vehicles and facilitation of workshops and training.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain throughout the duration of Project implementation a Steering Committee within MOH with composition and terms of reference satisfactory to the Association, and to be chaired by the Minister or Vice Minister of Health. The SC shall be responsible for providing strategic guidance to implementing and government agencies for the overall Project implementation and coordination.

2. The Recipient shall maintain throughout the duration of Project implementation the Central Project Management Unit within MOH under the direction of qualified management provided with sufficient resources, and staffed with competent personnel in adequate numbers including, among others, a Project director, two (2) deputy directors, a coordinator, a chief accountant, and a procurement officer, in each case with qualifications, experience and under terms of reference acceptable to the Association.

3. The CPMU shall be responsible for: (i) overall management and implementation of the Project; (ii) Project planning, reporting, monitoring, evaluation, and coordination; (iii) financial management and procurement aspects of the Project including technical, financial, and procurement audits; (iv) review and approval of Grant proposals; (v) technical, procurement, financial management and implementation support to central and provincial agencies; and (vi) ensuring compliance with the environmental safeguard aspects.

4. The Recipient shall, by no later than October 1, 2011, establish and maintain throughout the duration of Project implementation a Technical Advisory Group within the CPMU under terms of reference acceptable to the Association, including advisors in adequate numbers and with qualifications and experience acceptable to the Association. The TAG shall be responsible for providing advice and services to the CPMU in matters including the review of Grant proposals, and for providing technical support to Beneficiaries on need basis.

5. The Recipient shall, by no later than forty-five (45) days after the Effective Date, retain the services of the Independent Verification Agencies for the duration of Project implementation under terms of reference acceptable to the Association and including staff with qualifications and experience acceptable to the Association. The IVAs shall be responsible for verifying the results and outcomes of Sub-Projects.

6. The Recipient shall:

(a) prepare and adopt an Operational Manual acceptable to the Association, setting forth guidelines and procedures for the implementation of the Project, including therein: (i) policies, procedures and requirements under the Project in regard to financial management, flow of funds, definition of roles and responsibilities, internal control and reconciliation, record keeping, reporting and auditing; (ii) guidelines and procedures for procurement consistent with the provisions of Section III of this Schedule 2, as well as the allocation of roles and responsibilities for procurement review and approval; and (iii) (A) Sub-Projects eligibility criteria; (B) guidelines, and procedure for Grant applications; (C) approval process, assessment, monitoring, and evaluation of Sub-Projects; (D) a template for Grant Agreements; (E) guidelines on procurement and financial management aspects of Sub-Projects including, inter alia, funds transfer mechanism and the basis for final verification of Sub-Projects, as well as the basis for full or partial refund of Grants;

(b) carry out the Project, and cause the Project to be carried out, in accordance with the Operational Manual; and

(c) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of said Operational Manual or any part thereof, without the prior written concurrence of the Association.

7. In case of any inconsistency between the provisions of the Operational Manual and those of this Agreement, the provisions of this Agreement shall prevail.

8. The Recipient shall, by no later than sixty (60) days after the Effective Date, enter into Grant Agreement with at least five (5) Beneficiaries in form and substance satisfactory to the Association, and in accordance with the provisions of the OM.

B. Anti-Corruption

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

C. Sub-Projects

1. The Recipient shall make Grants to Beneficiaries to finance Sub-Projects in accordance with the eligibility criteria and procedures acceptable to the Association and those set forth in the OM, which shall include the following:

(a) eligible Sub-Projects shall fall within the purposes of Part 2 of Schedule 1 to this Agreement;

(b) for Sub-Projects including the acquisition of technologies for solid waste and/or waste water, the Beneficiary shall be required to obtain a long term warranty from the suppliers of such technologies satisfactory to the Association, and not later than the date of acquisition of any such technology or such later date as the Association may agree in writing;

(c) unless the Association shall otherwise agree in writing, Grants shall not be provided to finance any Sub-Project intended to include the acquisition of incinerators or any other burn technology for treating solid waste;

(d) Grants shall not be provided to finance any Sub-Project intended to include the acquisition of land or that would result in the involuntary resettlement or displacement of people; and

(e) each Sub-Project proposal shall include a Healthcare Waste Management Plan, satisfactory to the Association, and prepared in accordance with the provisions of the Environmental Guidelines.

2. The Recipient shall make each Grant under a Grant Agreement with the respective Beneficiary on terms and conditions approved by the Association and set forth in the OM, which shall include the following:

(a) the Grant shall be denominated in Dollar; and

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

(i) suspend or terminate the right of the Beneficiary to use the proceeds of the Grants, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Grant Agreement; and

(ii) require each Beneficiary to:

(A) carry out its Sub-Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Environmental Guidelines, the Healthcare Waste

Management Plan, and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

(B) provide, promptly as needed, the resources required for the purposes of the Sub-Project;

(C) procure the goods, works and services to be financed out of the Grant in accordance with the provisions of Section III of Schedule 2 to this Agreement;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-Project and the achievement of its objectives;

(E) enable the Recipient and the Association to inspect the Sub-Project, its operation and any relevant records and documents;

(F) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and

(G) obtain a full or partial refund of the amount of the Grant then withdrawn, upon a final conclusion by an IVA that a Beneficiary has failed to achieve the intended results of the Sub-Project.

3. Without limitation to the provisions of the above paragraph 2 of Section I.C of this Schedule 2, unless the Association shall otherwise agree in writing, Grants' proceeds shall be disbursed to Beneficiaries in accordance with the following provisions:

(a) fifty percent (50%) of the Grant amount will be disbursed upon signing of Grant Agreement between the Recipient and the Beneficiary;

(b) forty percent (40%) of the Grant amount will be disbursed upon receipt by the CPMU of a satisfactory progress report; and

(c) ten percent (10%) of the Grant amount will be disbursed upon a receipt by the CPMU of a satisfactory report from an IVA on the results produced by the Beneficiary under the relevant Sub-Project.

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

D. Safeguards

1. The Recipient shall carry out the Project and shall ensure that the Sub-Projects are carried out in accordance with the provisions of the Environmental Guidelines and the Healthcare Waste Management Plans.

2. The Recipient shall ensure that the Healthcare Waste Management Plans are prepared in accordance with the Environmental Guidelines and that the Sub-Projects are carried out in accordance with their terms.

3. The Recipient shall not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Environmental Guidelines or any Healthcare Waste Management Plan without the prior written concurrence of the Association.

4. The Recipient shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of the Environmental Guidelines and the Healthcare Waste Management Plans.

5. In case of any inconsistency between the Environmental Guidelines or any Healthcare Waste Management Plan and this Agreement, the terms of this Agreement shall prevail.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than forty-five (45) days 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. The Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, 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 (1) fiscal year of the Recipient. The audited Financial Statements 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 and Works.** All goods and works 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 the Procurement Guidelines, or 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 table specifies the methods of procurement, other than International Competitive

Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Methods
(a) National Competitive Bidding, subject to the additional provisions set forth in the Annex to this Schedule 2
(b) Shopping
(c) Direct Contracting

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 table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Methods
(a) Least Cost Selection
(b) Selection Based on Consultants' Qualification
(c) Selection of Individual Consultants
(d) Single Source Selection

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

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

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Eligible Expenditures under Part 1 of the Project	5,800,000	100%
(2) Grants under Part 2 of the Project	85,800,000	100% of amounts disbursed
(3) Eligible Expenditures under Part 3 of the Project	4,500,000	100%
TOTAL AMOUNT	**96,100,000**	

For purposes of the above table of this paragraph 2, the term "Eligible Expenditures" excludes salaries and salary supplements of the Recipient's civil servants.

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, except that withdrawals up to an aggregate amount not to exceed SDR 320,000 equivalent may be made for payments made prior to this date but on or after May 1, 2010, for Eligible Expenditures.

2. The Closing Date is August 31, 2017.

ANNEX to SCHEDULE 2

National Competitive Bidding Procedures

The procedure to be followed for National Competitive Bidding shall be those set forth in Article 18 on *Open Bidding of the Law on Procurement 61/2005/QH11* dated November 29, 2005, Law 38/2009/QH12 dated June 19, 2009 on Amending and Supplementing a Number of Articles of Laws Concerning Capital Construction Investment, and *Decree 85/2009/ND-CP, Guiding Implementation of Law on Procurement and Selection of Construction Contractors under the Construction Law* dated October 15, 2009 (collectively, "National Procurement Laws") with due consideration to economy, efficiency and transparency as set forth in, and broad consistency with, Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Association in May 2004 and revised in October 2006 and May 2010 (the "Guidelines") and required by paragraphs 3.3 and 3.4 of the Guidelines. Whenever any procedure in the National Procurement Laws is inconsistent with the requirements of said paragraphs 3.3 and 3.4 of the Guidelines, the latter shall prevail, including the following:

Eligibility

1. The eligibility of bidders shall be as defined under Section I of the Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders in bid evaluation, nor shall foreign bidders be asked or required to form joint ventures with national bidders in order to submit a bid. Bidders located in the same province or city as the procuring entity shall not be given preference over bidders located outside that city or province.

2. In addition to the foregoing requirements, equitized Government-owned enterprises in which the Recipient holds less than fifty percent of the shares are eligible to participate, *provided that* the procuring entity or investment owner does not own shares (or represent the Government's shares) in the enterprise and the governing Board and management team are autonomous from the procuring entity and the investment owner. Military or security units or enterprises established under, reporting directly or indirectly to, or owned wholly or partly by, the Ministry of Defense or the Ministry of Public Security shall not be permitted to bid.

Registration

3. Registration shall not be used to assess bidders' qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid and, if determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of

registering, without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.

Advertising; Time for Bid Preparation

4. Invitations to bid shall be advertised in at least one widely circulated national newspaper, allowing a minimum of thirty (30) days, from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids, and potential bidders shall be allowed to purchase bidding documents up to any time prior to the deadline for the submission of bids. In addition, the Recipient is encouraged to advertise in the Government Public Procurement Newspaper and on a free and open access website.

Standard Bidding Documents

5. Standard Bidding Documents, acceptable to the Association, shall be used.

Qualification Criteria

6. Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a pass or fail basis and merits points shall not be used. Such assessment shall only take into account the bidder's capacity and resources to perform the contract, specifically its experience and past performance on similar contracts, capabilities with respect to personnel, equipment and construction and manufacturing facilities, and financial capacity.

Bid Submission, Bid Opening and Bid Evaluation

7. Bidders may submit bids, at their option, either in person or by courier service or by mail. Bids shall be opened in public, immediately after the deadline for submission of bids. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened.

(a) Bidding documents shall be sold to anyone who is willing to pay the required fee of the bidding documents which shall not exceed the costs of printing, reproduction and delivery, and no other conditions shall be imposed on the sale of the bidding documents.

(b) Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price; merit points shall not be used in bid evaluation.

(c) A contract shall be awarded to the technically responsive bid that offers

the lowest evaluated price and no negotiations shall be permitted. A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

(d) A bidder shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.

(e) No bidder shall be rejected on the basis of a comparison with the employer's estimate and budget ceiling without the Association's prior concurrence.

(f) A copy of the minutes of the public bid opening shall be promptly provided to all bidders who submitted bids, and to the Association with respect to contracts subject to prior review.

Rejection of All Bids and Re-bidding

8 All bids shall not be rejected or new bids solicited without the Association's prior written concurrence.

Complaints by Bidders and Handling of Complaints

9. The Recipient shall implement an effective and independent protest mechanism allowing bidders to protest and to have their protests handled in a timely manner.

Fraud and Corruption

10. The Association shall declare a firm or individual ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the Association, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract financed by the Association.

Right to Inspect/Audit

11. Each bidding document and contract financed from the proceeds of a Credit shall include a provision requiring bidders, suppliers, contractors and subcontractors to permit the Association, at its request, to inspect their accounts and records relating to the bid submission and 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 bidder, supplier, contractor or subcontractor of such provision may amount to obstructive practice.

License

12. Foreign contractors shall be given a reasonable opportunity to apply for and obtain work license, which shall not be arbitrarily withheld.

Publication of the Award of Contract

13. The Recipient shall publish the following information on contract award in the Government Public Procurement Newspaper or on a free and open access website or on another means of publication acceptable to the Association: (a) name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) name and evaluated price of each bid that was evaluated; (d) name of bidders whose bids were rejected and the reasons for their rejection; and (e) name of the winning bidder, price it offered as well as the duration and summary scope of the contract awarded. This publication shall be updated regularly.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2021 to and including March 15, 2031	1.25%
commencing September 15, 2031 to and including March 15, 2046	2.5%

* 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.

APPENDIX

Section I. Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.

2. "Beneficiary" means a Central Hospital, a Provincial Hospital, a Provincial People's Committee, or a Provincial Department of Health which has entered into a Grant Agreement with the Recipient for the purposes of receiving a Grant to finance a Sub-Project in accordance with the provisions of paragraph 2 of Section I.C of Schedule 2 to this Agreement and the Operational Manual.

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

4. "Central Hospital" means a hospital or a healthcare facility operating under the direct supervision of the MOH.

5. "Central Project Management Unit" or "CPMU" means the unit established within MOH and to be maintained and referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.

6. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006 and May 2010.

7. "District People's Committee" means the Recipient's local government at the district level or any successor thereto.

8. "Environmental Guidelines" means the guidelines which constitutes part of the Operational Manual and referred to in paragraph 1 of Section I.D of Schedule 2 to this Agreement, setting forth rules and procedure for management of healthcare waste under the Project and the preparation of Healthcare Waste Management Plans, and which includes all the annexes and schedules thereto, as the same may be amended from time to time with the prior written agreement of the Association.

9. "Executive Committee for Environmental Protection in the Health Sector" means the committee established within MOH and responsible for, *inter alia*, coordinating health facility environmental protection at central and provincial levels, reviewing, developing, implementing, and overseeing policies and regulations on healthcare waste management.

10. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

11. "Grant" means a grant made, or proposed to be made, by the Recipient, out of a portion of the proceeds of the Financing, to a Beneficiary pursuant to a Grant Agreement for financing a Sub-Project under Part 2 of the Project in accordance with paragraph 2 of Section I.C of Schedule 2 to this Agreement and the Operational Manual.

12. "Grant Agreement" means an agreement to be entered into between the Recipient and a Beneficiary for purposes of implementing a Sub-Project in accordance with paragraph 2 of Section I.C of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.

13. "Healthcare Waste Management Plan" means a plan, in form and substance satisfactory to the Association, to be prepared in accordance with the Environmental Guidelines and adopted by a Beneficiary, setting forth guidelines and procedures for handling medical waste, and referred to in paragraph 1 of Section I.D of Schedule 2 to this Agreement, and which includes all the annexes and schedules thereto, as the same may be amended from time to time with the prior written agreement of the Association.

14. "Incremental Operating Costs" means the reasonable and necessary incremental expenditures incurred by the Recipient in carrying out the Project (which expenditures would not have been incurred absent the Project) and included in an annual budget approved by the Association, including office rental, office equipment and consumables, costs of communication, and travel costs and per diem for Project staff, but excluding salaries of the Recipient's civil servants.

15. "Independent Verification Agencies" or "IVAs" means, collectively, the National Institute of Occupational and Environmental Health, the Ho Chi Minh Institute of Hygiene and Public Health, the Nha Trang Pasteur Institute, and the Tay Nguyen Institute of Hygiene and Epidemiology, all established and operating under MOH, or successors thereto, to be retained by the Recipient for purposes of verifying the results and outcome of Sub-Projects, and referred to paragraph 5 of Section I.A of Schedule 2 to this Agreement, and "IVA" means any of the IVAs.

16. "Master Plan" means the Master Plan for Environmental Protection in Health Sector from 2009 to 2015 issued by MOH Decision 1873-QD-BYT dated May 28, 2009, as said plan is updated from time to time.

17. "MOH" means the Recipient's Ministry of Health or any successor thereto.

18. "Operational Manual" or "OM" means the document to be prepared and adopted by the Recipient, in accordance with the provisions of Section 4.01(a) of this Agreement and referred to in paragraph 6 of Section I.A of Schedule 2 to this Agreement, setting forth guidelines and procedures for the implementation of the Project, and which includes all the annexes and schedules thereto, including, without limitation, the Environmental Guidelines, as the same may be amended from time to time with the prior written agreement of the Association.

19. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October, 2006 and May 2010.

20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 17, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

21. "Provincial Department of Health" means the department of health at the provincial level or any successor thereto.

22. "Provincial Hospital" means a hospital or a healthcare facility operating under the management or supervision of a Provincial People's Committee or a District People's Committee.

23. "Provincial People's Committee" means the Recipient's local government at the province level or any successor thereto.

24. "Steering Committee" or "SC" means the committee established by MOH Decision Number 4708/QD-BYT dated December 6, 2010 and referred to paragraph 1 of Section I.A of Schedule 2 to this Agreement, as such committee may be reconstituted from time to time.

25. "Sub-Project" means an activity under Part 2 of the Project to be financed through a Grant provided in accordance with the eligibility criteria referred to in paragraph 1 of Section I.C of Schedule 2 to this Agreement, and to be implemented by a Beneficiary in accordance with the provisions of a Grant Agreement.

26. "Training" means the reasonable costs of expenditure incurred by the Recipient in facilitating and conducting training and workshop activities under the Project, including costs of materials, equipment and venue rental, accommodation, per diem and transportation for those attending the training or the workshop, all included in an annual budget approved by the Association.

27. "Technical Advisory Group" or "TAG" means the committee to be established by MOH for purposes of providing advice and services to the CPMU in matters including review of Grant proposals and for providing technical support to Beneficiaries on need basis, and referred to paragraph 4 of Section I.A of Schedule 2 to this Agreement.

28. "Vietnam Health Environment Management Agency" or "VIHEMA" means the agency established and operating within MOH and which is responsible for, *inter alia*, carrying out regulatory, monitoring, and capacity building functions on environmental health, including healthcare waste.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

Paragraph (a) of Section 2.05 is modified to read as follows:

"Section 2.05 Eligible Expenditure

(a) the payment is for the financing of the reasonable cost of goods, works, services, Training, Incremental Operational Cost, and Grants (as said capitalized terms are defined in the Financing Agreement) required for the Project, and to be financed out of the proceeds of the Financing and procured, all in accordance with the provisions of the Financing Agreement;"