



GFF GRANT NUMBER TF0B7371

Global Financing Facility Grant Agreement

(Additional Grant to Uganda COVID-19 Response and Emergency Preparedness Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility for Women, Children and Adolescents)



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GFF GRANT NUMBER TF0B7371

GLOBAL FINANCING FACILITY GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF UGANDA (variously the "Recipient" or "Uganda") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of the Global Financing Facility for Women, Children and Adolescents (variously "Global Financing Facility" or "GFF").


The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them: (a) in the Standard Conditions; (b) in the Appendix to this Agreement; or (c) in the Appendix to the Financing Agreement, (subject to the modifications set forth in Section 2.02(a) herein in below), in such order of precedence.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to the Financing Agreement ("Project") and the MPA Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to the Financing Agreement (subject to the modifications set forth in Section 2.02(a) herein in below).
- 2.02. (a) Without limitation upon the provision of Section 2.01 of this Agreement, and except as the Recipient and the Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to the Financing Agreement, which are incorporated by reference into this Agreement with the following modifications, unless the context otherwise requires, the terms "*Financing*," "*Association*," "*this Agreement*," in Sections I and II of Schedule 2 to the Financing Agreement, shall be construed, respectively, for purposes of this Agreement, as references to the *grant* provided for in Section 3.01 of this Agreement, the *Bank*, and this *Global Financing Facility grant agreement* ("GFF Grant Agreement");




- (b) so long as any part of the Financing provided for under the Financing Agreement shall remain outstanding and unless the Recipient has been notified otherwise by the Bank:
 - (i) all action taken, including approvals given, by the International Development Association (the "Association") pursuant to any Section of, and Schedules to, the Financing Agreement shall be deemed to be taken or given in the name and on behalf of the Association and the Bank; and
 - (ii) all information or documentation furnished by the Recipient to the Association pursuant to the provision of any such Sections of the Financing Agreement, or Schedules thereto, shall be deemed to be furnished to both the Association and the Bank; and
- (c) if the Financing Agreement terminates prior to the termination of this Agreement, the provisions of the Financing Agreement referred to in this Agreement shall nonetheless continue in full force and effect between the Recipient and the Bank until the termination of this Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed sixteen million United States Dollars (USD 16,000,000) ("GFF Grant") to assist in financing Parts 3, 4.2 and 5 of the Project.
- 3.02. The Recipient may withdraw the proceeds of the GFF Grant in accordance with Section II of the Appendix to this Agreement.
- 3.03. The GFF Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the GFF Grant proceeds is subject to the availability of such funds.

**Article IV
Effectiveness; Termination**

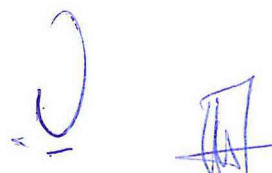
- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness (other than effectiveness of this Agreement) have been fulfilled.



- 4.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (the Effectiveness Deadline), unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

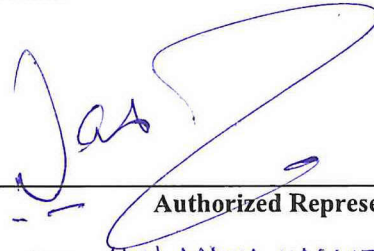
- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient's address is:
- Ministry of Finance, Planning and Economic Development
Plot 2-8 Apollo Kagwa Road
P.O. Box 8147
Kampala
Republic of Uganda; and
- (b) the Recipient's Electronic Address is:
- | | | |
|----------------|----------------|-----------------------|
| Telephone | Facsimile | Email |
| 256-414-707000 | 256-414-230163 | finance@finance.go.ug |
- 5.03. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Bank's address is:
- International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
- (b) the Bank's Electronic Address is:
- | | |
|-----------------|----------------|
| Telex: | Facsimile: |
| 248423 (MCI) or | 1-202-477-6391 |



AGREED as of the Signature Date.

REPUBLIC OF UGANDA

By



Authorized Representative

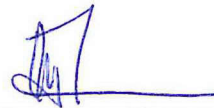
Name: HON. MATIA KASAIJA

Title: MINISTER OF FINANCE, PLANNING AND ECONOMIC DEVELOPMENT

Date: FEBRUARY 17, 2022.

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility for Women, Children and Adolescents)

By



Authorized Representative

Name: R. MURAMI KARUKI

Title: COUNTRY MANAGER

Date: FEBRUARY 17, 2022



Section II. Withdrawal of Grant Proceeds

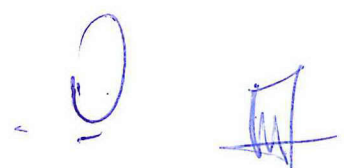
A. General

The Recipient may withdraw the proceeds of the GFF Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the GFF Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project (except Parts 1, 2 and 4.1 of the Project).	16,000,000	Such percentage as set forth in the Annual Workplan and Budget
TOTAL AMOUNT	16,000,000	

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 Signature Date.
2. The Recipient undertakes that no GFF Grant proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the express approval of the Association (acting as administrator of the Global Financing Facility).
3. The Closing Date is December 31, 2024.



APPENDIX

Section I. Definitions

1. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.
2. "Financing" means the financing in the amount of one hundred and sixteen million, one hundred thousand Special Drawing Rights (SDR116,100,000) extended by the Association to the Recipient, pursuant to the Financing Agreement.
3. "Financing Agreement" means the financing agreement for the Project between the Recipient and the International Development Association, for the provision of Financing for co-financing the Project (Grant No. D952), as such agreement may be amended from time to time. "Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.
4. "Global Financing Facility" means the facility established and administered by the Bank pursuant to Trust Fund No. TF084567, as amended from time to time.
5. "International Development Association" or "Association" mean the International Development Association, acting on its own behalf, as financier of the Project, pursuant to the Financing Agreement.
6. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
7. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the GFF Grant Agreement" in the Standard Conditions.
8. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.

