CREDIT NUMBER 6989-NG

Financing Agreement

(Additional Financing for Nigeria COVID-19 Preparedness and Response Project)

between

FEDERAL REPUBLIC OF NIGERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6989-NG

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between FEDERAL REPUBLIC OF NIGERIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project. 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) 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 in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to two hundred and eighty million nine hundred thousand Special Drawing Rights (SDR 280,900,000) (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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are January 15 and July 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause: (i) NCDC to carry out the Project; (ii) NPHCDA to carry out Parts 1(c) and 1(d) of the Project; and (iii) the Participating States to carry out Parts 1(b) and 1(d) of the Project, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V - REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Minister in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Federal Ministry of Finance, Budget and National Planning Ahmadu Bello Way Central Business District Abuja, Federal Republic of Nigeria

(b) Facsimile:

234-9-2343609

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

FEDERAL REPUBLIC OF NIGERIA

By

Authorized Representative

Name: Mrs. (Dr.) Zainab Shamsung Mhmed

Title: Hon, Minister of Finance, Budget & Hational planning

Date: 28th - January - 2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Name: Shubham Chaudhuri

Title: Country Director

Date: 28th - January - 2022

SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 at the state level in Nigeria.

The Project constitutes a part of the MPA Program and consists of the following Original Project and additional Parts (1)(c) and (d) below.:

Part 1. Emergency COVID-19 Response

Provision of immediate support to break the chain of COVID-19 local transmission and limit the spread of COVID-19 in Nigeria through containment and mitigation, including:

(a) Federal Support and Procurement for COVID-19 Emergency Preparedness and Response

Provision of support for the procurement of COVID-19-related commodities, including medical equipment, laboratory tests and medicines for COVID-19 emergency response, for distribution to Participating States; and strengthening of disease surveillance and response systems, and short-term emergency support to the National Incident Action Plan to support financing gaps in surveillance, case detection, confirmation, contact tracing, recording and case management, including handwashing and sanitation activities.

(b) Direct Support to States for COVID-19 Emergency Preparedness and Response

Establishment, activation and operationalization of emergency operations centers (EOCs) in Participating States; support to Participating States and the Federal Capital Territory through NCDC for the development and implementation of State Incident Action Plans, including: (i) the development and dissemination of plans and standard operating procedures; (ii) establishment and operationalization of the State EOCs; (iii) epidemiological investigations and contact tracing; (iv) strengthening of risk assessment; (v) strengthening public health emergency management and community and event-based surveillance; (vi) provision of on-time data and information for guiding decision-making and response and mitigation activities; (vii) support to laboratories for early detection and confirmation of COVID-19 cases; (viii) identification of training needs; (ix) equipping, furnishing and renovation of isolation and treatment centers; (x) improvement in patient transfer systems; (xi) capacity building

of State epidemiology units; (xii) emergency water supply, sanitation and hygiene (WASH) measures, and (xiii) community mobilization, risk communication and advocacy measures, including social distancing measures.

(c) Vaccine acquisition

Support the Borrower in the purchase of Project COVID-19 Vaccine, including the use of advance purchase mechanisms and related costs.

(d) Vaccine deployment

Deployment of Project COVID-19 Vaccine at the subnational levels through, *inter alia*: (i) the development of micro-plans for vaccination; (ii) training and retraining of health workers on microplanning and vaccine implementation; (iii) advocacy communication and social mobilization; (iv) monitoring and supervision of vaccination, pharmacovigilance; (v) adverse effects following immunization (AEFI) kits and data tools; (vi) financing personnel involved in deployment of vaccines; (vii) procurement of cold boxes, carriers and PPE for vaccination teams; and (vii) transport and logistics costs for Project COVID-19 Vaccine.

Part 2. Project Management, Coordination, Monitoring and Evaluation

(a) Project Management and Coordination

Carrying out the coordination of the Project, including coordination of public structures for the coordination and management of the Project, the carrying out of financial management and procurement requirements of the Project; recruitment of additional staff or consultants responsible for overall administration, procurement, and financial management under the Project and financing of other Operating Costs.

(b) Monitoring and Evaluation including the learning agenda

Support for monitoring and evaluation (M&E) of emergency preparedness and response and support for adaptive learning, including development of an M&E strategy and action plan, participatory monitoring clinical and public health research, baseline assessments, benchmarking, and multicountry analysis, and COVID-specific research, simulation exercises and after-action reviews and post-epidemic learning.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Federal Level

1. Federal Ministry of Health

The Recipient, acting through the Federal Ministry of Health, shall cause NCDC to lead, coordinate, and oversee overall implementation of the Project, and shall cause NPHCDA to carry out Parts 1(c) and 1(d) of the Project, all in accordance with the provisions of this Agreement.

2. National Steering Committee

- (a) The Recipient shall, no later than one (1) month after the Effective Date, establish and thereafter maintain throughout the Project implementation a National Steering Committee at federal level ("NSC") with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the NSC shall be chaired by the Honorable Minister of Health, and include as members the Honorable Minister of Finance, Budget and National Planning (FMoFBNP), the Permanent Secretary of the Federal Ministry of Health, the Director of Public Health and the Director Planning, Research and Statistics of the Federal Ministry of Health, the Director of International Economic Relations Department (IERD) of the FMoFBNP, the Director General of the NCDC, the Chief Executive of the NPHCDA, the Chief Executive of the NHIS, and a representative of the Governors of the Participating States, and representatives of the Commissioners of Nigeria Health Forum, with representatives of development partners to be invited as observers when appropriate, as may be further specified in the PIM.
- (c) Without limitation to the provisions of sub-paragraph (a) above, the NSC shall be responsible for overall Project direction and achievement of the project development objective, approving the eligibility criteria for disbursement to Participating States under the Subsidiary Agreement, and approving Annual Work Plans and Budgets (including the IAPs of Participating States) and the PIM on the recommendation of the NTC, all as may be further specified in the PIM.

3. National Technical Committee (NTC)

- (a) The Recipient shall, no later than one (1) month after the Effective Date, establish and thereafter maintain throughout the Project implementation a National Technical Committee at federal level ("NTC") with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the NTC shall be chaired by the Director General of NCDC, and include as members the Technical Lead of the PSC, the Chief Executives of NPHCDA, the Chief Executive of NHIS, the Directors of Health Care Planning, Research and Statistics, Public Health, Hospital Services and Port Health Services in the Federal Ministry of Health, the Directors of Laboratory, Surveillance and Epidemiology and of Health Emergency Preparedness and Response in the NCDC, the Director of IERD, a representative of the Nigeria Governor's Forum, two representatives of the Commissioners of the Health Forum and representatives of development partners, as may be further specified in the PIM.
- (c) Without limitation to the provisions of sub-paragraph (a) above, the NTC shall be responsible for, *inter alia:* (i) overseeing the planning; management and monitoring of Project activities, including policy issues; (ii) review and recommend for the approval of the NSC the IAPs of Participating States and the Annual Work Plan and Budget; (iii) ensure timely implementation of the project by the PCU; and (iv) review progress reports prepared by the PCU to ensure agreed performance targets and timelines for activities of the project are met, and all as further specified in the PIM.

4. Project Coordination Unit

- (a) The Recipient shall maintain throughout the Project implementation a Project Coordination Unit at federal level ("PCU") within the NCDC, with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, the PCU shall be headed by a Project coordinator, and include such specialists in procurement, financial management and an accountant, all with qualifications, experience and ethics, and including M&E Specialist, Environmental safeguard specialist and Social Safeguard specialists and state liaison officers all subject to terms of reference acceptable to the Association, as further defined in the PIM.

(c) Without limitation to sub-paragraph (a) above, PCU shall be responsible for overall coordination and performance monitoring of the Project implementation, including the carrying out of the procurement, monitoring, evaluation and reporting, preparation of consolidated Annual Work Plans and Budgets, the transfer of the Project funds and monitoring of the use of the proceeds of the Financing by Participating States and Implementing Agencies, and shall act as Secretariat to the NSC and NTC, as may be further specified in the PIM. It is agreed and understood that the PCU shall also serve as the REDISSE Project Coordination Unit.

B. State Level

1. State Project Steering Committees

- (a) The Recipient shall cause each Participating State to establish and thereafter maintain throughout the Project implementation a State Project Steering Committee (each, a "SPSC") with functions, composition and resources satisfactory to the Association.
- (b) Without limitation to the provisions of sub-paragraph (a) above, each SPSC shall be chaired by the Commissioner of the State Ministry of Health, and include as members a representative of the State Task Force on COVID-19, state commissioners for finance, budget and planning, water resources and information, the Permanent Secretary of Health, the Director of Public Health and the Director Planning, Research and Statistics of the State Ministry of Health, and such other members as may be detailed in the PIM.
- (c) Without limitation to the provisions of sub-paragraph (a) above, each SPSC shall be responsible for: (i) overseeing the planning, management and monitoring of Project activities at the State level, including policy issues: (ii) review and approve the State Incident Action Plan prior to its submission to the NTC; (iii) review and approve the Annual Work Plan and Budget for the relevant Participating State; (iv) ensure timely implementation of the project by the SPCU; and (v) review progress reports to ensure agreed performance targets and timelines for activities of the Project are met, all as may be further specified in the PIM.

2. State Project Coordination Units

(a) The Recipient shall cause each Participating State to establish and thereafter maintain throughout the implementation of the Project in each Participating State, a project coordination unit (a "SPCU"), within the State Ministry of Health, with functions, composition and resources satisfactory to the Association.

- (b) Without limitation to the provisions of sub-paragraph (a) above, each SPCU shall be headed by the State Epidemiologist, who shall act as State Project coordinator, and include a program officer, a finance officer, a procurement officer and such other specialists, all with qualifications, experience and ethics, and subject to terms of reference, acceptable to the Association, as may be further defined in the PIM.
- (c) Without limitation to sub-paragraph (a) above, each SPCU shall be responsible for ensuring the implementation of State Incident Action Plan and other Project activities, in the respective Participating State, all as may be further specified in the PIM.

3. Federal Project Financial Management Department

Without limitation upon the provisions of paragraphs 1 and 2 of this Part A, the Recipient shall designate, at all times during the implementation of the Project, the Federal Project Financial Management Department ("FPFMD") to be responsible for financial management under the Project. The Recipient shall take all actions, including the provision of funding, personnel and other resources necessary to enable the FPFMD to perform these functions, in accordance with the provisions of the PIM.

C. Subsidiary Agreement

- 1. To facilitate the carrying out of Part 1(b) and (d) of the Project, the Recipient shall make a portion of the proceeds of the Financing available to each Participating State on an imprest basis under a Subsidiary Agreement entered into between the Recipient and the Participating State detailing the arrangements for the implementation of said Part under the relevant approved State Incident Action Plan and the disbursement of such proceeds to, and their use by, the Participating State.
- 2. Each Subsidiary Agreement shall include terms and conditions acceptable to the Association, including, *inter alia*, the following:
 - (a) the requirement that disbursements to the Participating States be conditioned on satisfactory progress in implementing the State Incident Action Plan and use of prior disbursements for purposes intended and ongoing compliance with conditions set out in the PIM;
 - (b) the requirement that the Participating State carry out Parts 1(b) and (d) of the Project with due diligence and efficiency, in conformity with administrative, financial management, engineering, technical, environmental and social practices and

- arrangements (including the ESS and the ESCP), and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
- (c) the obligation of the Participating State to carry out the Project in accordance with this Agreement, the Procurement Regulations, the Anti-Corruption Guidelines, the DFIL and the PIM;
- (d) the obligation of the Participating State to exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the Subsidiary Agreement;
- (e) the obligation of the Participating State to provide access to the Association to inspect Project sites, its operation and any relevant records and documents; and
- (f) the requirement that the Participating State promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Project, or the performance of its obligations under the Subsidiary Agreement.
- 3. The Recipient shall exercise its rights under each Subsidiary 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 Subsidiary Agreement or any of its provisions.

D. Project Implementation Manual

- 1. No later than one (1) month after the Effective Date, in order to ensure adequate implementation of Parts 1(c) and 1(d) of the Project, the Recipient shall update and furnish to the Association for review, the Project implementation manual for the Original Project, including provisions on the following matters:
 - (a) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project, including details on the respective roles and responsibilities of the entities set out in Section A of this Schedule 2, as well as coordination arrangements with NPHCDA for the implementation of Parts 1(c) and 1(d) of the Project;
 - (b) financial management;
 - (c) procurement, including the retroactive financing of advance procurement;

- (d) COVID-19 Vaccine delivery and deployment, as set forth in Section 2 below;
- (e) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines;
- (f) environmental and social management systems, including on grievance redressal mechanism, gender-based violence and sexual exploitation and abuse (GBV/SEA);
- (g) collection and processing of Personal Data in accordance with good international practice;
- (h) security risk mitigation measures;
- (i) monitoring and evaluation, reporting and communication;
- disbursement and flow of funds arrangements, including conditions for disbursement to Participating States under their respective Subsidiary Agreements; and
- (k) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- 2. Without limitation on Section 1 above, the updated Project implementation manual shall include a section or annex on COVID-19 Vaccine delivery and deployment including:
 - (a) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (c) rules and procedures for processing and collection of Personal Data in accordance with good international practice; and
 - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization;

- 3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on the updated Project implementation manual, and thereafter, shall adopt the updated PIM, in such form as shall have been approved by the Association.
- 4. The Recipient shall ensure that the Project is carried out in accordance with the updated PIM; provided, however, that in case of any conflict between the provisions of the updated PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the updated PIM.

E. Annual Work Plan and Budget

- Each year the Recipient shall prepare a consolidated draft annual work plan and budget containing all activities and expenditures at the federal and the state level proposed to be included in the Project for the following year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
- 2. The Recipient shall furnish to the Association, as soon as available, but in any case not later than November 30 of each year, the consolidated annual work plan and budget referred to in paragraph 1 above, for their review and approval; except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one month after the Effective Date. Only the activities included in an annual work plan and budget expressly approved by the Association (each an "Annual Work Plan and Budget") are eligible to a financing from 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, provided, however, that in case of any conflict between the Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Annual Work Plan and Budget.

F. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this

end, the Recipient shall, and shall cause the NCDC and NPHCDA and the Participating States to, ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

G. Use of Military and Security Actors

- 1.' The Borrower, acting through the NPHCDA, the Nigeria Police Force or the Nigeria Security and Civil Defense Corps, as the case shall be, shall take the following measures related to the use of personnel to provide security for the implementation of Project activities, in a manner satisfactory to the Bank:
 - (a) adopt and enforce standards, protocols and codes of conduct for the selection and use of security or military personnel, and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force;
 - (b) ensure that NPHCDA enters into memorandum of understanding (MoU), with, the Nigeria Police Force and the Nigeria Security and Civil Defense Corps, setting out the arrangements for the engagement of the security personnel under the Project, including compliance with the relevant requirements of the ESCP;
 - (c) ensure that such personnel is deployed in accordance with the relevant requirements of ESSs and the ESCP;
 - (d) ensure that such personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and SH, and other relevant areas), as set out in the Project Implementation Manual, ESMF, Security Management Plan, and the above-mentioned MoU; and
 - (e) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of security personnel under the Project;

- (f) ensure that any concerns or grievances regarding the conduct of such personnel are received, monitored, documented (taking into account the need to protect confidentiality), resolved through the Project's grievance mechanism; and reported to the Bank no later than thirty (30) days after being received; and
- (g) where the Bank shall require, after consultation with the Borrower: (i) promptly appoint a TPM Consultant, with terms of reference, qualifications and experience satisfactory to the Bank, to visit and monitor the Project area where military, paramilitary or security personnel are deployed, collect relevant data and communicate with Project stakeholders and beneficiaries; (ii) require the TPM Consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Bank; and (iii) promptly take any actions, as may be requested by the Bank upon its review of the TPM Consultant's reports.
- 2. For the avoidance of doubt, and without limitation upon the Recipient's other obligations under this Agreement, the Recipient further undertakes that no Financing proceeds or resources may be used for payments to the Nigeria Police Force or the Nigeria Security and Civil Defense Corps, or any other law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces.

H. Standards for COVID-19 Vaccine Approval

All Project COVID-19 Vaccines shall satisfy the Vaccine Approval Criteria.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Borrower shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing 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 Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 1(a), 1(c) and Part 2 the Project	251,055,000	100%
(2) Goods, works, non-consultation services, consulting services, Training and Operation Costs for Part 1(b) and 1(d) of the Project.	29,845,000	100%
TOTAL AMOUNT	280,900,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed Fifty-Six Million One Hundred and Eighty Thousand Special Drawing Rights (SDR 56,180,000) for payments made up to twelve (12) months prior to the Signature Date for Eligible Expenditures; and
 - (b) under Category (2) for payments to any Participating State, unless and until such Participating State has: (i) submitted a work plan and budget for the deployment of COVID-19 Vaccines to NTC, and said work plan and budget has been approved by the NTC, with the no objection of the Association; and (ii) signed a Subsidiary Agreement with the Recipient, acceptable to the Association, for purposes of implementing Parts 1(b) and

1(d) of the Project in accordance with Section I.B of Schedule 2 to this Agreement.

2. The Closing Date is February 29, 2024.

Section IV. Other Undertakings

1. Without limitation to the provisions of Section I.1.4 of this Schedule 2, the Recipient shall engage, no later than sixty (60) days after the Effectiveness Date, technical staff for the PCU, in such numbers and with such qualifications and terms of reference as may be acceptable to the Association, to enable the PCU to oversee the implementation of both the Project (including, without limitation, the deployment of COVID-19 Vaccines) and REDISSE.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*	
On each January 15 and July 15:		
commencing January 15, 2027, to and including July 15, 2046.	1.65%	
Commencing January 15, 2047, to and including July 15, 2051.	3.40%	

^{*} 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 3.05 (b) of the General Conditions.

APPENDIX

Section I. Definitions

- 1. "Annual Work Plan and Budget" mean the annual work plan and budget to be prepared by the Recipient and approved by the Association pursuant to Section I.D of Schedule 2 to this Agreement.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General 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.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "COVAX Facility" means the COVID-19 Vaccine Global Access Facility, a mechanism through which demand and resources are pooled to support the availability of, and equitable access to, COVID-19 vaccines for all economies, and which is coordinated by Gavi, the Vaccine Alliance, the Coalition for Epidemic Preparedness Innovations (CEPI), and the WHO.
- 5. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 6. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated September 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 7. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-

Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 8. "Federal Ministry of Health" means Recipient's ministry in charge of health or any successor thereto.
- 9. "FMF" means the Recipient's Federal Ministry of Finance, Budget and National Planning, or any successor thereto.
- 10. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
- 11. "Implementing Agencies" means the each of the ministries, departments and agencies of the Recipient participating in the implementation of the Project.
- 12. "MPA Program" means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
- "NCDC" means the Nigeria Centre for Disease Control of the Recipient, or any successor thereto.
- 14. "NHIS" means the Recipient's National Health Insurance Scheme, or any successor thereto.
- 15. "Nigeria Security and Civil Defense Corps" means the institution of said name established by the Nigeria Security and Civil Defense Corps Act 2003, Act No. 2 of 2003, and amended by the Nigeria Security and Civil Defense Corps (Amendment) Act 2007, Act No. 6 of 2007, for the purpose of assisting in the maintenance of peace and order and in the protection and rescuing of the Recipient's civil population during the period of emergency.
- 16. "Nigeria Police Force" means the Recipient's principal law enforcement agency, established under Section 214 of the 1999 Nigerian Constitution.
- 17. "NPHCDA" means the National Primary Health Care Development Agency, established as a parastatal by Decree No. 29 on the 26th of June 1992, under the supervision of the Federal Ministry of Health, as the federal government body with mandate to control preventable diseases, improve access to basic health services and improve quality of care.

- 18. "Operating Costs" means the incremental expenses incurred by the Implementing Agencies, based on the Annual Work Plans and Budgets as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.
- 19. "Original Financing Agreement" means the financing agreement dated December 19, 2020, between the Recipient and the Association (Credit No. 6766-NG) in respect of the Nigeria COVID-19 Preparedness and Response Project, as amended to date.
- 20. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.
- 21. "Participating State" means each state within the Recipient that has adopted the PIM and entered into a Subsidiary Agreement with the Recipient, acceptable to the Association, for the purposes of implementing the Project.
- 22. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 23. "Presidential Steering Committee" or "PSC" means the steering committee established by the Presidency situated in the Office of the Secretary General of the Federation charged with leading the Recipient's multi-sectoral response to COVID-19 (formerly, the President Task Force).
- 24. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 25. "Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Borrower's national regulatory authority for distribution, marketing and administration within the territory of the Borrower, and acquired or

- deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 26. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.D of Schedule 2 to this Agreement, providing details of arrangements and procedures for the implementation of the Project.
- 27. "REDISSE" means the Regional Disease Surveillance Systems Enhancement Project in West Africa, as financed under the REDISSE Financing Agreement.
- 28. "REDISSE Financing Agreement" means the financing agreement dated November 2, 2017, between the Recipient and the Association providing for Credit No. 59700-NG to finance REDISSE, as amended from time to time.
- 29. "REDISSE Project Coordination Unit" means the project coordination unit established pursuant to Section I.A.4 of Schedule 2 to the REDISSE Financing Agreement.
- 30. "State Incident Action Plan" means a plan for responding to an outbreak of COVID-19 in the relevant Participating State.
- 31. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 32. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 33. "Subsidiary Agreement" means each Subsidiary Agreement to be entered into by a Participating State and NCDC and NPHCDA in accordance with Section I.C of Schedule 2 to this Agreement.
- 34. "TPM Consultant" means the third-party monitoring consultant responsible for monitoring the Project activities undertaken by NCDC, the Nigeria Police Force and the Nigeria Civil Defense Corps to monitor civilian-military engagement and compliance with applicable laws and regulations in accordance with the relevant terms of reference approved by the Bank.
- 35. "Training" means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

- 36. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
- 37. "WHO Fair Allocation Framework" means the rules which govern the allocation of vaccines to participants in the COVAX Facility, as developed by WHO, subject to periodic review by the COVAX Facility.
- 38. "WHO Emergency Use Listing" means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency.
- 39. "WHO Prequalification" means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.