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**LOAN NUMBER 9296-LK**

# **Loan Agreement**

**(Third Additional Financing for the COVID 19 Emergency Response and Health Systems Preparedness Project)**

**between**

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

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## **LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Borrower and the Bank 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, the Original Financing Agreement (as defined in the Appendix to this Agreement), the Original Loan Agreement (as defined in the Appendix to this Agreement), the First Additional Financing Agreement (as defined in the Appendix to this Agreement), the Second Additional Financing Agreement (as defined in the Appendix to this Agreement), the Second Additional Loan Agreement (as defined in the Appendix to this Agreement) or in the Appendix to this Agreement.

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of hundred million Dollars (\$100,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance, provided that the Commitment Charge for the period beginning on the date of accrual of the Commitment Charge and ending on March 23, 2023 shall be zero percent (0%).
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

**ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower shall carry out (i) Parts 1.1, 1.3, 2, 3, 4 and 5 of the Project through its MoH and SMOPLGA; and (ii) Part 1.2 of the Project through its MoH, MoF and State Ministry of Samurdhi, Household Economy, Micro Finance, Self-Employment, Business Development and Underutilized State Resources Development, 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 Borrower's Representative is its Secretary, Ministry of Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Department of External Resources  
The Secretariat  
Colombo 1, Sri Lanka; and

- (b) the Borrower's Electronic Address is:

Telephone:	Facsimile:	E-mail:
94 11 2484693	94 11 2447633	dg@erd.gov.lk info@erd.gov.lk

- 5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

- (b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI) 64145(MCI)	1-202-477-6391	CD-SLMV@worldbank.org

AGREED as of the Signature Date.

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

By:

*S. R. Attygalle*

Authorized Representative  
S. R. Attygalle

Name: \_\_\_\_\_

Title: Secretary to the Treasury  
\_\_\_\_\_

27-Sep-2021

Date: \_\_\_\_\_

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By:

*F. H. Hadad-Zervos*

Authorized Representative  
Faris H. Hadad-Zervos

Name: \_\_\_\_\_

Title: Country Director  
\_\_\_\_\_

27-Sep-2021

Date: \_\_\_\_\_

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in Sri Lanka.

The Project constitutes a phase of the MPA Program, and consists of the Original Project and the following Parts 1, 2, 3, 4, and 5:

#### **Part 1: Emergency COVID-19 Response**

##### **1.1 Strengthening Health System Response**

- (a) Strengthening surveillance and response systems through (i) establishment and strengthening of an emergency operation center to improve coordination and timely activities at the national level; (ii) provision of training to medical officers, public health inspectors and public health midwives in case identification, contact tracing, prevention counselling; (iii) implementation of non-pharmaceutical interventions, such as counselling on handwashing, sanitizing and cleaning surfaces to patients at health care facilities and during planned home visits; and (iv) provision of mobility support and personal and protective equipment to undertake follow-up at the field level, including for self-isolated or quarantined patients.
- (b) Strengthening capacity of health care facilities and staff for emergency response, including infection control and waste management systems, through the provision of goods, works, consulting services as well as financing other operational expenditures, as might be required to respond to infectious disease outbreak.
- (c) Establishment of isolation wards and intensive care units in select tertiary and secondary hospitals, including provision for uninterrupted electricity supply, as part of local containment measures.
- (d) Support for information and communication activities to raise awareness, knowledge and understanding among general population about the risk and potential impact of the pandemic, including social distancing measures, health promotion, social mobilization, stakeholder engagement and community engagement.

## **1.2 Social and Financial Support to Vulnerable Households**

- (a) Provision of Cash Transfers to the elderly, persons with disabilities, chronic disease patients and persons who lost livelihoods; and
- (b) Provision of In-Kind Support in the form of food packs to households under quarantine due to COVID-19.

## **1.3 COVID-19 Vaccination**

- (a) Purchase, delivery and distribution of the Project COVID-19 Vaccine, and related cold chain commodities, personal protective equipment (PPE) and consumables, and other goods, services and operating costs necessary for safe immunization service delivery.
- (b) Risk communication and advocacy, related analytical work, training of health personnel, supervisory activities, transport, medical waste management, registration systems, and supporting of existing management information systems.

## **Part 2: Strengthening National and Sub-National Institutions for Prevention and Preparedness**

- (a) Strengthening the national and local capacities for treating infectious disease, through expansion of isolation units as well as a new construction of an isolation center within the Borrower's National Institute of Infectious Diseases.
- (b) Establishment and strengthening of sub-national emergency operation centers to enable effective pandemic response.
- (c) Establishment of the Bio-Safety Level 3 laboratory facilities at the Borrower's National Medical Research Institute.
- (d) Strengthening laboratory facilities and information systems, through provision of goods, consulting services and training.

## **Part 3: Strengthening Multi-sectoral, National Institutions and Platforms for One Health**

Support for (a) conducting a needs assessment of national protocols for detection, surveillance and response systems for animal-to-human infections; (b) establishment and implementation of a mechanism to detect priority for existing and emerging zoonoses; (c) conducting awareness on anti-microbial resistance among human health, agricultural and veterinary and enforcing related legislations; and (d) establishing a mechanism to combat diseases which have a potential to reemerge such as malaria, measles, filariasis, etc.

## **Part 4: Implementation Management and Monitoring and Evaluation**

Support for Project implementation and management, including support for procurement, financial management, environmental and social risk management, reporting, monitoring and evaluation.

**Part 5: Contingent Emergency Response**

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

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. For the purposes of overall oversight and guidance, as well as multi-sectoral coordination of Project activities, the Borrower shall maintain throughout the implementation of the Project the Emergency Response Coordination Committee with the composition, responsibilities and terms of reference satisfactory to the Bank.
2. The Borrower shall vest responsibility for the implementation of Parts 1.1, 1.3, 2, 3, 4 and 5 of the Project in MoH and SMOPLGA, and of Part 1.2 of the Project in the MoH, MoF and State Ministry of Samurdhi, Household Economy, Micro Finance, Self-Employment, Business Development and Underutilized State Resources Development. To this end, the Borrower shall:
  - (a) maintain, throughout the implementation of the Project, the Project Management Unit within MoH for the purposes of day-to-day Project management and implementation, including financial management, procurement, and social and environmental safeguards issues, with the composition, responsibilities and terms of reference satisfactory to the Bank;
  - (b) adopt the Project Operational Manual, satisfactory to the Bank and setting forth the procedures and requirements for the implementation of the Project activities, and after that implement the Project in accordance with such manual. The Project Operational Manual shall include *inter alia*, for Part 1.2 of the Project: the eligibility criteria for selection of Cash Transfer and In-Kind Support recipients, the procedures for making the Cash Transfers and In-Kind Support; the record keeping requirements and fiduciary controls at different levels of implementation, and the audit requirements; and the monitoring and evaluation mechanisms;
  - (c) ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under the Project will be done in accordance with the requirements and procedures set forth in the Project Operational Manual, and ensuring legitimate, appropriate and proportionate treatment of such data; and
  - (d) maintain, throughout the implementation of the Project, a Project Coordination Unit (PCU) within the State Ministry of Samurdhi, Household Economy, Micro Finance, Self-Employment, Business Development and Underutilized State Resources Development; and maintain, throughout the implementation of the Project, the PCU-MoF; for the purposes of day-to-day Project management and implementation of Part 1.2 of the Project, including financial management and social and environmental safeguards issues, with the composition, responsibilities and terms of reference satisfactory to the Bank; and

- (e) ensure that the Project Management Unit has, throughout the duration of the Project, a full-time coordinator and designated staff, including staff to undertake functions related to financial management, procurement, and social and environmental standards, under terms of reference and in numbers satisfactory to the Bank.

**B. Cash Transfers and In-Kind Support**

- (a) For the purpose of carrying out Part 1.2(a) of the Project, the Borrower shall provide Cash Transfers to eligible recipients in accordance with the provisions of this Agreement and the provisions of the Project Operational Manual; and
- (b) For the purpose of carrying out Part 1.2(b) of the Project, the Borrower shall provide In-Kind Support to eligible recipients in accordance with the provisions of this Agreement and the provisions of the Project Operational Manual.

**C. Vaccine Delivery and Distribution Plan**

1. The Borrower shall implement Part 1.3 of the Project in accordance with the plan for COVID-19 Vaccine delivery and distribution (“Vaccine Delivery and Distribution Plan”), which shall include:
  - (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;
  - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization; and
  - (e) detailed guidelines and procedures for the purchase, delivery and distribution of the Project COVID-19 Vaccine, including, *inter alia*, with respect to: administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Bank.
2. The Borrower shall carry out the Project in accordance with this Agreement, the Project Operational Manual and the Vaccine Delivery and Distribution Plan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the provisions of the Project Operational Manual or Vaccine Delivery and Distribution Plan without prior approval of the Bank. In the event of any conflict between the provisions of

the Project Operational Manual or Vaccine Delivery and Distribution Plan and this Agreement, the provisions of this Agreement shall prevail.

**D. Standards for COVID-19 Vaccine Approval**

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

**E. Environmental and Social Standards**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and 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 Bank 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 Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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 Borrower 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 Bank.
6. The Borrower 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.
7. The Borrower, through MoH, shall take the following measures related to the use of security or military personnel, if any, in the implementation of Project activities and for provision of security to Project workers, sites and/or assets, in a manner satisfactory to the Bank:
  - (a) ensure standards, protocols and codes of conduct are followed for the selection and use of security or military personnel, and ensure that such personnel 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 MoD carries out all activities under the Project in accordance with instructions or guidelines issued by MoH, which set out the arrangements for the engagement of the military or 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 Operational Manual and/or the ESMF;
  - (e) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of security or military personnel under the Project; and
  - (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 fifteen (15) days after being received.

**F. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part”), the Borrower shall ensure that:
  - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Loan amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
  - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual nor the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
2. The Borrower shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Bank.
3. The Borrower shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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

The Borrower shall furnish to the Bank 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 to this Agreement, the Borrower shall ensure that such information report or document does not include Personal Data.

**Section III. Withdrawal of Loan Proceeds**

**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 Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Service Delivery Costs, Training, and Incremental Operating Costs for Part 1.3 of the Project	99,750,000	100%
(2) Emergency Expenditures	0	
(3) Front-end Fee	250,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(4) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>100,000,000</b>	

**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 \$20,000,000 may be made for payments made prior to this date but on or after December 1, 2020 for Eligible Expenditures under Category (1) (and for the avoidance of doubt, consistent with the requirements set out in the ESCP); or
  - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Borrower has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Bank a request to withdraw Loan amounts under Category (2); and (B) the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and
    - (ii) the Borrower has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank.
2. The Closing Date is December 31, 2023.

**Section IV. Other Undertakings**

1. All activities carried out by the MoD under the Project shall be under the coordination of the MoH and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Incremental Operating Costs, and Training financed by the Loan proceeds may be used by the MoD under the direction and control of MoH and strictly in accordance with the Project Operational Manual, Vaccine Delivery and Distribution Plan and other arrangements or protocols that the Bank may require for carrying out these activities.
2. Except as the Bank may otherwise agree, the Borrower shall ensure that the ownership of any assets generated, goods procured, and works constructed by MoD out of the Loan proceeds shall be transferred to, or shall vest, with MoH or any equivalent or appropriate line ministry or agency agreed with the Bank.
3. The Borrower further undertakes that no Loan proceeds or resources may be used for security and military purposes or for any payments made to any security or military personnel without the Bank's express approval.
4. The Borrower shall ensure that no withdrawal for any expenditure is claimed under this Project, where the Borrower, or any of its agencies, shall have financed or agreed to finance any such expenditure incurred under any other credit, loan or grant under any contract with the Bank or any national or international agency or organization or a sovereign government.

**SCHEDULE 3**

**Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each February 15 and August 15 Beginning February 15, 2027 through February 15, 2039	3.85%
On August 15, 2039	3.75%

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 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.
2. “Cash Transfer” means the cash transfer to be provided under Part 1.2(a) of the Project, which is to be provided in accordance with Section I.B(a) of Schedule 2 to this Agreement.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I.F of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank, and which is an integral part of the Project Operational Manual.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
6. “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.
7. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
9. “Emergency Action Plan” means the plan referred to in Section I.F of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
10. “Emergency Expenditure” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F of Schedule 2 to this Agreement, and required for the Contingent Emergency Response Part.
11. “Emergency Response Coordination Committee” means the committee referred to under Section I.A.1 of Schedule 2 to this Agreement.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 7, 2021, revised on September 23, 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 Borrower 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.
13. “Environmental and Social Management Framework” or “ESMF” means the environmental and social management framework for the Original Project, dated January 15, 2021, revised and disclosed on September 22, 2021, prepared and adopted by the Borrower, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Project’s risks and impacts; as well as for the preparation of any environmental and social instruments referred to therein, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
  14. “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 Bank.
  15. “First Additional Financing Agreement” means the financing agreement for the COVID 19 Emergency Response and Health Systems Preparedness Project between the Borrower and the Bank, dated July 23, 2020, as amended from time to time (Credit Nos. 6727-LK and 6728-LK).
  16. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, and April 1, 2021).
  17. “Incremental Operating Costs” means the reasonable costs required for the day-to-day coordination, administration and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises; office rent; office supplies; utilities; consumables; communication expenses; translation; printing, photocopying and postal expenses; bank charges; advertising expenses; insurance; costs of clearing, forwarding, inspection, survey and transportation of goods; Project-related

- meeting expenses; Project-related travel, subsistence and lodging expenses, provided that such Incremental Operating Costs are paid to the eligible recipient through the banking system (except for petty cash expenses following the Borrower's existing policy); and salaries and allowances of contractual staff (other than consultants) but excluding salaries and salary top ups of the Borrower's civil servants.
18. "In-Kind Support" means support in the form of food packs to be provided to households under quarantine due to COVID-19 under Part 1.2(b) of the Project, which is to be provided in accordance with Section I.B(b) of Schedule 2 to this Agreement.
  19. "Ministry of Finance" or "MoF" means the Ministry of Finance of the Borrower, or any successor thereto.
  20. "MoD" means the Ministry of Defense of the Borrower, or any successor thereto.
  21. "MoH" means the Ministry of Health of the Borrower, or any successor thereto.
  22. "MPA Program" means the 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.
  23. "Original Financing Agreement" means the financing agreement for the COVID 19 Emergency Response and Health Systems Preparedness Project between the Borrower and the Bank, dated April 3, 2020, as amended from time to time (Credit No. 6595-LK).
  24. "Original Loan Agreement" means the loan agreement for the COVID 19 Emergency Response and Health Systems Preparedness Project between the Borrower and the Bank, dated April 3, 2020, as amended from time to time (Loan No. 9085-LK).
  25. "Original Project" means the Project described in Schedule 1 to the Original Loan Agreement.
  26. "PCU-MoF" means the Project coordination unit designated by MoF to coordinate the program for Cash Transfers for loss of livelihood and In-Kind Support for households in quarantine.
  27. "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.
  28. "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.

29. "Project Coordination Unit" means the unit referred to under Section I.A.2(d) of Schedule 2 to this Agreement.
30. "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 purchased or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
31. "Project Management Unit" means the project management unit established on March 31, 2018 and referred to in Section I.A.2(a) of Schedule 2 to this Agreement.
32. "Project Operational Manual" means the manual to be adopted by the Borrower pursuant to paragraph 2(b) of Section I.A of Schedule 2 to this Agreement, as such manual may be amended from time to time with a prior written approval of the Bank.
33. "SEA" means any sexual exploitation and abuse.
34. "Second Additional Financing Agreement" means the financing agreement for the COVID 19 Emergency Response and Health Systems Preparedness Project between the Borrower and the Bank, dated May 13, 2021, as amended from time to time (Credit No. 6875-LK).
35. "Second Additional Loan Agreement" means the loan agreement for the COVID 19 Emergency Response and Health Systems Preparedness Project between the Borrower and the Bank, dated May 13, 2021, as amended from time to time (Loan No. 9237-LK).
36. "Service Delivery Costs" means the Borrower's package of benefits to be provided to clinical and non-clinical workers (including volunteers) implementing Part 1.3 of the Project, consisting of provision of overtime and additional/special allowance to such workers engaged for implementation of Part 1.3 of the Project.
37. "SH" means any sexual harassment.
38. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
39. "SMoPCLGA" means the State Ministry of Provincial Councils and Local Government Affairs of the Borrower, or any successor thereto.
40. "Stakeholder Engagement Plan" means the Borrower's stakeholder engagement plan dated March 5, 2021, and to be further updated for the implementation of the Project, and implemented in a manner acceptable to the Bank, as set forth in the ESCP, to ensure that stakeholder engagement and information disclosure activities under the Project are carried out in accordance with the Environmental and Social Standards, as said Stakeholder Engagement Plan may be revised from time to time, with prior written agreement of the Bank.
41. "State Ministry of Samurdhi, Household Economy, Micro Finance, Self-Employment, Business Development and Underutilized State Development" means the State Ministry of

Samurdi, Household Economy, Micro Finance, Self-Employment, Business Development and Underutilized State Development of the Borrower, or any successor thereto.

42. “Stringent Regulatory Authority” means a national regulatory authority (“NRA”) that is classified by WHO as a Stringent Regulatory Authority.
43. “Training” means the reasonable costs required for the participation of personnel involved in training activities, workshops, seminars, conferences and study tours under the Project, which have been approved by the Borrower in writing on a bi-annual basis, including: (a) travel, hotel, and subsistence costs associated to training, workshops, seminars, conferences and study tours provided that such costs are paid directly to the eligible recipient using the banking system; (b) costs associated with rental of training and workshop facilities; preparation and reproduction of training, workshop, seminar and conference materials; and other costs directly related to preparation and implementation of any training course, workshop, seminar, conference or study tour; and (c) tuition fees, travel, accommodation and per diem of trainer and trainees.
44. “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 Borrower and the Bank.
45. “Vaccine Delivery and Distribution Plan” means the Borrower’s National Deployment and Vaccination Plan 2021 for COVID-19 dated January 18, 2021, acceptable to the Bank and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank’s prior written approval.
46. “WHO” means the World Health Organization.
47. “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.
48. “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.
49. “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.