**CREDIT NUMBER IDA 7452-GN** 

# **Financing Agreement**

(Health Security Program in Western and Central Africa Using the Multi-Phase Programmatic Approach)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER IDA 7452-GN**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF GUINEA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

#### WHEREAS:

- A. The Participating Countries, including the Recipient, and the Economic Community of West African States (ECOWAS) have agreed to participate in the MPA Program.
- B. The Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the project described in Schedule 1 to this Agreement ("Project").
- C. By a financing agreement to be entered into on or about the date hereof between the Republic of Cabo Verde and the Association (the "Cabo Verde Financing Agreement") and by a grant agreement to be entered into on or about the date hereof between the Republic of Cabo Verde and the International Bank for Reconstruction and Development, acting as administrator of the Pandemic, Preparedness and Response Trust Fund (the "Cabo Verde Grant Agreement"), the Association and certain donors will extend to the Republic of Cabo Verde financing to assist the Republic of Cabo Verde in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the Cabo Verde Financing Agreement and the Cabo Verde Grant Agreement.
- D. By a grant agreement to be entered into on or about the date hereof between the Recipient and the Association and the International Bank for Reconstruction and Development, jointly acting as administrator of the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund (the "Guinea Grant Agreement"), the Association and certain donors will extend to the Recipient financing to assist the Recipient in financing part of the cost of activities related to this Project on the terms and conditions set forth in the Guinea Grant Agreement.
- E. By a financing agreement to be entered into on or about the date hereof between the Republic of Liberia and the Association (the "Liberia Financing Agreement"), the Association will extend to the Republic of Liberia financing to assist the Republic of Liberia in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the Liberia Financing Agreement.
- F. By a financing agreement to be entered into on or about the date hereof between ECOWAS and the Association (the "ECOWAS Financing Agreement"), the

Association will extend to ECOWAS financing to assist ECOWAS in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the ECOWAS Financing Agreement.

WHEREAS: the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient under the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Association and the Recipient 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 the amount of ninety million Dollars (\$90,000,000), as such amount may be converted from time to time through a Currency Conversion (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 Payment Dates are April 15 and October 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. 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, through the Ministry of Health, shall carry out

the Project 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 Additional Condition of Effectiveness consists of the following, namely, that the Guinea Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

#### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for economy and finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Boulevard de Commerce BP 779 Conakry Republic of Guinea; and

(b) the Recipient's Electronic Address is:

E-mail: contact@mefp.gov.gn

- 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

(c) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

## REPUBLIC OF GUINEA

Moussa Cisse

Name: Moussa Cisse

Title: Ministre de l'Economie et des Finances

Date: 31-Jan-2024

## INTERNATIONAL DEVELOPMENT ASSOCIATION

Bouluina Gurmani

Authorized Representative

Name: Boutheina Guermazi

Title: Director, Regional Integration

Date: 30-Jan-2024

## **SCHEDULE 1**

## **Project Description**

The objective of the Project is to increase regional collaboration and health system capacities to prevent, detect and respond to Health Emergencies in the Republic of Guinea.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

## Part 1: Prevention of Health Emergencies.

#### 1.1. Health Security Governance, Planning, and Stewardship

Enhancing the Recipient's national health security programs in alignment with regional and global goals including through: (a) technical assistance for the development and management of a national health security action plan for the period 2024-2028, mapping regional and national resources for Health Emergency preparedness, and aligning development partner support with country-specific needs; (b) strengthening national capacities for crucial prevention activities that require regional harmonization, such as biosafety measures and sample transport regulations; (c) monitoring of International Health Regulations (IHR) core capabilities, especially at borders and points of entry, utilizing tools like the Joint External Evaluation (JEE) and Performance of Veterinary Services (PVS) to inform planning and prioritize actions; and (d) technical assistance to revise strategic documents related to animal, human, and environmental health.

## 1.2 Scaling-up One Health Agenda and combatting Antimicrobial Resistance (AMR)

- (a) Supporting the Recipient's effort to consolidate and sustain the operationalization of the One Health platform at national, regional, and local levels engaging stakeholders from the human, animal and environmental sectors by: (i) providing logistical and technical assistance; (ii) providing technical assistance for the development of comprehensive work plans; (iii) supporting seamless communication across administrative levels; and (iv) convening regular meetings involving stakeholders, development partners, and technical agencies.
- (b) Combatting AMR through: (i) financing technical assistance for the development, prioritization, and operationalization of regionally harmonized, multi-sectoral action plans focusing on the fight against AMR and climate-sensitive diseases like dengue, Lassa fever and other vector-borne and water-borne diseases; (ii) supporting the enforcement of antibiotic prescription and dispensation ensuring their proper use in the

animal and human health sectors, promoting sanitary practices in animal production, and enhancing water, sanitation, and hygiene (WASH) practices; (iii) technical assistance for the creation, dissemination, and monitoring of prevention guidelines and regulations including community engagement and implementation of gender analysis to emphasize equity and inclusion; (iv) supporting technical working groups; (v) facilitating disease response planning and reinforcing epidemic response mechanisms, including the acquisition and maintenance of essential equipment, supporting community risk communication, raising awareness on AMR and climate negative impact on health, and aid joint risk assessments (JRAs); and (vi) supporting AMR monitoring through strengthening the laboratory system, including infrastructure renovation, aligned with AMR strategic plans and supporting human resource capacity strengthening.

## **Part 2: Detection of Health Emergencies**

#### 2.1. Collaborative Surveillance

1. Supporting the establishment of a comprehensive surveillance and early warning system through: (a) training, equipment, transportation and Operating Costs of the rapid response teams at national, regional and communes level; (b) the operationalization of a digitalized One Health community-based surveillance system; (c) the construction of five border veterinary inspection posts; (d) datasharing through interoperable digital data systems that integrate medical, animal, and environmental records with surveillance efforts; (e) Training and tools for data analysis, as well as platforms and logistical support including: (i) verification, investigation, and risk assessment of capabilities for information sharing across community and national levels through technical assistance and acquisition of goods (including vehicles); and (ii) strengthening of each sector's information systems namely the District Health Information System 2 (DHIS2) case-based surveillance for human diseases, the Global Animal Disease Information System (EMPRES-i) integrating the Environment Information Management System (EMIS).

## 2.2. Laboratory Quality and Capacity

Supporting laboratory quality and capacity through: (a) construction and equipment of one new laboratory of viral and hemorrhagic fevers, new animal laboratories consisting of one regional animal laboratory in Boké, one new laboratory for fish products and environment at Conakry, and the construction and rehabilitation of an applied biology research institute of Guinea at Kindia; (b) acquisition of a mobile laboratory using the One Health approach for the control of fish products and ensuring collaborative mechanisms for the confirmation of suspected cases for animal health, public health, environmental and fish products; (c) setting up a national bio-bank at the National Institute for Public Health

following the One Health approach; (d) procurement of consumables, supplies and equipment for laboratories; (e)refurbishment and equipment of the national laboratory for drug quality control; (f) maintenance and calibration of the laboratory equipment; (g) Training and capacity building to diagnose emerging pathogens and operationalize relevant biosafety and biosecurity guidelines; (h) scaling up and expanding the pilot phase of the digitalized transport of samples to the human animal and environment health; and (i) reinforcement of the leadership of veterinary laboratories, through technical assistance for the development, implementation and management of operational action plans.

## 2.3. Multi-disciplinary human resources for Health Emergencies

Supporting multi-disciplinary human resources for Health Emergencies through: (a) Trainings and coaching (notably, with diploma) following gender equity criteria on: (i) Field Epidemiology Training Program (FETP) in basic, intermediate, and advanced levels; (ii) veterinary and para-veterinary studies; (iii) in-service applied veterinary epidemiology; and (iv) other essential health services such as basic emergency obstetric and neonatal care, integrated disease surveillance and response extended to midwives, infection, prevention and control, biomedical waste management, and climate change and health for human, animal and environmental health; and (b) hiring of primary health care human resources to ensure the continuity of health care as needed, and frontline veterinary and environmental workers.

## Part 3. Health Emergency Response

## 3.1. Health Emergency Management

Supporting Health Emergency management through: (a) the construction of the headquarters for the Recipient's national public health emergency operation center and supporting the functionality, equipment and training of staff; (b) maintaining the alert system including the uninterrupted service of the toll-free emergency call centers; (c) supporting the preparation and coordination of emergency response interventions in the health sector; (d) strengthening emergency logistics and supply chains, including supply chain monitoring, supporting "last-mile" delivery, stockpiling, streamlining and integrating the Logistics Management Information System (LMIS) and Warehouse Management System; (e) procurement of essential medicines at the health facility and community levels with a focus on medicines and commodities for essential health and nutrition services, with stock levels sufficient to ensure the continuity of these core services during Health Emergencies and other service disruptions; and (f) logistics and technical assistance for meetings, training, infrastructure, intra-action and post action reviews and simulations/tabletop drills and regular test implementation and research and studies on epidemic and multi-hazard public health.

## 3.2. Health service delivery for Health Emergencies

Supporting health service delivery for Health Emergencies through: (a) constructing and/or rehabilitating, and equipping epidemic treatment centers, intensive care units in hospitals, regional and prefectural health directorates and health centers with respect to climate preservation; (b) refurbishing and equipping the Institute for the Training of Healthcare Professionals; (c) procuring energy efficient equipment and material and implement energy efficiency measures in new buildings; (d) installing facilities and procuring supplies for clean drinking water access; (e) supporting the development and implementation of a communication plan on risks and community engagement, taking into consideration gender and persons with disabilities; (f) strengthening and decentralizing the use of the health information system, enabling more localized decision-making and more rapid responses to Health Emergencies and service disruptions; (g) implementing a new data use initiative; (h) supporting the improvement of data quality for surveillance and health management information system; and (i) supporting interventions for maternal and child health in priority regions in the Recipient's territory, to enhance service delivery and utilization of basic reproductive maternal newborn, child and adolescent health (RMNCH) services at health facilities in these regions including vaccine deployment.

#### Part 4. Program Management and Institutional Capacity

Supporting Project implementation and management including: (a) procurement, financial management, environmental and social management, and monitoring and evaluation; (b) Training and hiring of staff for the Project Coordination Unit; (c) technical assistance and implementation support; and (d) Operating Costs.

## **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. <u>Ministry of Health</u>

The Recipient shall designate, at all times during the implementation of the Project, the Ministry of Health to be responsible for prompt and efficient coordination, oversight and implementation of the Project, and shall take all actions including the provision of funding, personnel and other resources to enable said Ministry of Health, with the participation of the National Agency for Health Security (NAHS) and relevant technical directorates, to perform said functions under terms and conditions satisfactory to the Association.

## 2. <u>Project Coordination Unit</u>

- (a) The Recipient shall maintain, throughout Project implementation, within the Ministry of Health, the Project Coordination Unit (PCU) with composition and resources acceptable to the Association; assisted by NAHS and relevant technical directorates for technical implementation; all as described in the Project Operations Manual.
- (b) The PCU shall oversee the day-to-day management of the Project as further described in the Project Operations Manual, including inter alia:

   (i) overseeing procurement, financial management, monitoring and evaluation, and ensuring compliance with environmental and social measures;
   (ii) coordinating the Project activities;
   (iii) coordinating the preparation of the consolidated Annual Work Plans and Budgets;
   and (iv) consolidating and finalizing the Project monitoring and evaluation and the implementation reports of the Project.
- (c) The Recipient shall, through the Ministry of Health establish and/or thereafter maintain, as applicable, throughout Project implementation, seven (7) PCU regional offices for implementation of the Project at the decentralized level as further described in the Project Operations Manual and under terms and conditions satisfactory to the Association.
- (d) The Recipient shall maintain throughout Project implementation the following staff within the PCU: a Project coordinator, a deputy coordinator, an operations manager, a monitoring and evaluation specialist, a financial management specialist, an accountant, a

procurement specialist, specialists as required under the ESCP, and an internal auditor; all with qualifications and under terms of reference acceptable to the Association.

- (e) Without limitation to paragraph (d) immediately above: (i) not later than three (3) months after the Effective Date, the Recipient shall assign, recruit or appoint an additional procurement specialist for the PCU; (ii) not later than three (3) months after the Effective Date, the Recipient shall assign, recruit or appoint five (5) accountants for the PCU regional offices; all with qualifications and under terms of reference acceptable to the Association.
- (f) The PCU shall coordinate with the NAHS and relevant technical directorates throughout Project implementation as further set out in the Project Operations Manual.
- (g) Not later than three (3) months after the Effective Date, the Recipient shall: (i) update the configuration of the existing accounting software for the Project, in terms acceptable to the Association; and (ii) update the annual audit work plans of is internal audit team to include the activities of the Project; all with qualifications and under terms of reference acceptable to the Association.
- (h) Not later than six (6) months after the Effective Date, the Recipient shall recruit an external auditor with qualifications and under terms of reference acceptable to the Association.

#### 3. Project Steering Committee

The Recipient shall establish and maintain at all times during the implementation of the Project a steering committee with composition and mandate acceptable to the Association ("Project Steering Committee" or "PSC"), as further described in the Project Operations Manual. The PSC shall be chaired by the secretary general of MoH. The Project Steering Committee shall be responsible, *inter alia*, for: (a) providing strategic and policy guidance on the implementation of the Project; (b) reviewing progress made towards achieving the Project's objectives and approving the Annual Work Plans and Budgets; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project.

## 4. <u>Regional Steering Committee</u>

The Recipient shall designate at all times during Project implementation, representative(s) to participate in the Regional Steering Committee, under terms of reference and with qualified and experienced members in adequate number, all

satisfactory to the Association and as further set out in the Project Operations Manual.

## **B.** Project Operations Manual

- 1. Not later than three (3) months after the Effective Date, the Recipient shall prepare and adopt an implementation manual acceptable to the Association ("Project Operations Manual" or "POM"), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (a) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (b) performance indicators of the Project; (c) disbursement arrangements, reporting requirements, financial management procedures and audit procedures (d) monitoring and evaluation; (e) procurement guidelines and procedures; (f) corruption and fraud prevention measures; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (i) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; (j) details on the composition and working arrangements of the Project Steering Committee; (k) details on the composition and working arrangements of the Regional Steering Committee; and (1) such other arrangements and procedures as shall be required for the effective implementation of the Project.
- 2. The Recipient shall exchange views with the Association on the POM prior to adoption, and thereafter ensure that the Project is carried out in accordance with the POM. Provided, however, that in case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 3. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the POM.

## C. Annual Work Plan and Budget

1. The Recipient shall, not later than one (1) month after the Effective Date for the calendar year in which this Agreement shall become effective, and not later than September 30 of each subsequent calendar year, prepare and furnish to the Association for the Association's no objection, a draft consolidated annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget which shall include the funds from the financing for the implementation of the Project.

- 2. Without limitation to the provision of Section I.C.1 of this Schedule, each annual work plan and budget prepared under Section I.C.1 of this Schedule shall set forth:

  (a) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (b) the sources and proposed use of funds therefore; (c) procurement and environmental and social management arrangements therefor, as applicable, and; (d) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
- 3. The Recipient shall ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (a) the objective and content of the Training envisaged; (b) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (c) the expected duration and an estimate of the cost of said Training; and (d) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
- 4. The Recipient shall exchange views with the Association on each such proposed consolidated annual work plan and budget and take into account comments which the Association may have before finalizing its annual work plan and budget not later than November 30 of the respective calendar year (once approved by the Association and finalized, an "Annual Work Plan and Budget").
- 5. The Recipient shall carry out the activities included in each of the Annual Work Plans and Budget during the calendar year to which they related. Annual Work Plans and Budget may be revised during the calendar year to which they relate, with the prior written agreement of the Association.

#### D. 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 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.

#### E. 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" or "CER Part"), the Recipient shall ensure that:
  - a manual ("CER Manual") is prepared and adopted in form and substance (a) acceptable to the Association, 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 Financing 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 Association;
  - (c) the Emergency Response Part is carried out in accordance with the CER Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CER Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CER Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CER Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient 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 CER Manual and the ESCP, and in form and substance acceptable to the Association; and
- (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 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

- 1. The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
- 2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient 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:

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Category	Amount of the Credit Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for Parts 1 and 4 of the Project	21,000,000	100%
(2) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for:		
(a) Part 2 of the Project	(a) 42,000,000	89% for expenditures under Part 2 of the Project
(b) Part 3 of the Project	(b) 27,000,000	71% for expenditures under Part 3 of the Project
(3) Emergency Expenditures under Part 5 of the Project	0	
TOTAL AMOUNT	90,000,000	

## B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for Emergency Expenditures under Category 3, unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a

- request to withdraw Financing amounts under Category (3); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
- (ii) the Recipient has adopted the CER Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is June 30, 2029.

## **SCHEDULE 3**

## **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
commencing April 15, 2034 to and including October 15, 2073	1.25%

<sup>\*</sup> The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03(b) (originally numbered Section 3.05(b)) of the General Conditions.

#### **APPENDIX**

#### **Section I.** Definitions

- 1. "AMR" means antimicrobial resistance.
- 2. "Annual Work Plan and Budget" means the annual work plan and budget approved by the Association and adopted by the Recipient as defined in Section I.C of Schedule 2 to this Agreement, as said annual work plan and budget may be modified from time to time with the written agreement of the Association.
- 3. "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.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "CER Manual" means the manual referred to in Section I.E. of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
- 6. "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.
- 7. "Collaborative Surveillance" means the systematic strengthening of capacity and collaboration among diverse stakeholders, both within and beyond the health sector, with the ultimate goal of enhancing public health intelligence and improving evidence for decision-making.
- 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 Recipient, associated with a natural or man-made crisis or disaster.
- 9. "Emergency Action Plan" means the plan referred to in Section I.E. 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 Expenditures" means any of the eligible expenditures set forth in the CER Manual referred to in Section I.E. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

- 11. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated November 2, 2023, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 12. "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 African 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.
- 13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
- 14. "Guinea Grant Agreement" means the grant agreement for the Project between the Recipient and the International Bank for Reconstruction and Development and the Association, jointly acting as administrator of the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund, dated the same or around the same date as this Agreement, as such grant agreement may be amended from time to time. "Guinea Grant Agreement" includes all appendices, schedules and agreements supplemental to the Guinea Grant Agreement.
- 15. "Health Emergency" means an event inclusive of infectious disease outbreaks with epidemic and pandemic potential, transmission of zoonotic diseases to humans, and increased risk of human exposure to wildlife pathogens.
- 16. "IHR" means the World Health Organization's International Health Regulations (2005).

- 17. "Institute for the Training of Healthcare Professionals" means the Recipient's Institute de Perfectionnement du Personnel de Sante established pursuant to Arrêté Conjoint No. 0718/MHSP/MEPU-TPEC/CAB/09 portant Création et Gestion de l'Institut de Perfectionnement du Personnel de Sante dated August 23, 2012, or any successor thereto acceptable to the Association.
- 18. "Joint External Evaluations" or "JEE" means the World Health Organization's voluntary, collaborative, multisectoral process to assess and test IHR core country capacities to prevent, detect and rapidly respond to public health risks whether occurring naturally or due to deliberate or accidental events.
- 19. "Joint Risks Assessment" or "JRA" means the World Health Organization, Food and Agriculture Organization, and World Animal Health Organization tripartite tool to support countries in applying a consistent and harmonized approach to assessing risks posed by zoonotic disease hazards.
- 20. "Ministry of Health" or "MoH" means the Recipient's ministry in charge of health, or any successor thereto acceptable to the Association.
- 21. "MPA Program" means the multiphase programmatic approach program designed to increase regional collaboration and health system capacities to prevent, detect and respond to Health Emergencies in Western and Central Africa.
- 22. "National Agency for Health Security" or "NAHS" means the Recipient's national agency in charge of health security ("Agence Nationale de Securite Sanitaire") established pursuant to Décret Nº 2016/205/PRG/SGG portant Création, Attributions, Organisation et Fonctionnement de l'Agence Nationale de Sécurité Sanitaire dated July 4. 2016 and Arrêté Nº A/2023/4166/MHSP/CAB/SGG portant Attributions et Fonctionnement des Départements Techniques et Services d'Appui de l'Agence Nationale de Sécurité Sanitaire; or any successor thereto acceptable to the Association.
- 23. "National Institute for Public Health" means the Recipient's *Institut National de Santé Publique (INSP)* established pursuant to *Décret N*°. 95/239/PRG/SGG portant Statuts de l'Institut National de Sante Publique dated August 29, 1995; or any successor thereto acceptable to the Association.
- 24. "One Health" means an approach that recognizes that the health of people, the health of animals and the viability of our shared ecosystems are inextricably linked. One Health is a collaborative, multidisciplinary, and multisectoral approach that addresses urgent, ongoing, or potential health threats at the human-animal-environment interface.
- 25. "Operating Costs" means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable

materials and supplies, communications, mass media and printing services, vehicle insurance, rental, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and per diems, and salaries of contractual staff working on the Project (other than consulting services), but excluding salaries of the Recipient's civil service.

- 26. "Participating Countries" means the countries participating in this regional MPA Program, namely Republic of Cabo Verde, the Recipient, Republic of Liberia, and any additional country which may participate in this regional MPA Program in the future as shall be reflected in the Project Operations Manual. "Participating Country" means any one of the Participating Countries.
- 27. "Performance of Veterinary Services" or "PVS" means the World Animal Health Organization's in-depth monitoring tool to assess gaps and strengths in the capacities of veterinary services and aquatic animal health services.
- 28. "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.
- 29. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 30. "Project Coordination Unit" or "PCU" means the project coordination unit to be maintained by the Recipient in accordance with Section I.A.2 of Schedule 2 to this Agreement and operating pursuant to (i) the Financing Agreement between the Recipient and the Association dated June 27, 2018 (Credit No. 6230-GN and Grant No. D304-GN) for the Health Service and Capacity Strengthening Project, as amended; and (ii) the Financing Agreement between the Recipient and the Association dated June 25, 2020 (Grant Number D687-GN and Credit Number 6735-GN) for the COVID-19 Emergency Response and System Preparedness Strengthening Project, as amended.
- 31. "Project Operations Manual" or "POM" means the manual described in section I.B. of Schedule 2 to this Agreement.
- 32. "Project Steering Committee" means the committee to be established in accordance with Section I.A.3 of Schedule 2 to this Agreement.

- 33. "Regional Steering Committee" means the regional steering committee convened by ECOWAS to support coordination of the MPA Program at regional and national levels in accordance with the Project Operations Manual.
- 34. "RMNCH" means reproductive, maternal, neonatal, and child health.
- 35. "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.
- 36. "Training" means the training of persons involved in Project-supported activities, based on the Annual Work Plan and Budget approved by the Association, such as, tuitions, seminars, workshops, and study tours, and costs associated with such activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
- 37. "WASH" means water, sanitation and hygiene.
- 38. "WHO" means the World Health Organization.

## Section II. <u>Modifications to the General Conditions</u>

The General Conditions are hereby modified as follows:

- 1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
- 2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:
  - "66. "Interest Charge" means the interest charge for the purpose of Section 3.07.
- 3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to "Service Charge" or "Service Charges" in any provision of the General Conditions is deleted.