
GRANT NUMBER E269-3W

Financing Agreement

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

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

GRANT NUMBER E269-3W

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), and the Economic Community of West African States (“ECOWAS”) (“Recipient”).

WHEREAS:

- A. The Recipient and the Participating Countries 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 financing agreement to be entered into on or about the date hereof between the Republic of Guinea and the Association (the “Guinea Financing Agreement”) and by a grant agreement to be entered into on or about the date hereof between the Republic of Guinea 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 Republic of Guinea financing to assist the Republic of Guinea in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the Guinea Financing Agreement and 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.

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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to nineteen million one hundred thousand Special Drawing Rights (SDR 19,100,000) (“Grant”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the General Director of the West African Health Organisation (“WAHO”).
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. 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 carry out the Project and cause the Project to be carried out by the West African Health Organisation (“WAHO” or the “Project Implementing Entity”) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Subsidiary Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) WAHO's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of WAHO to perform any of its obligations under the Project.
 - (b) The ECOWAS Revised Treaty has, in the opinion of the Association, been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Subsidiary Agreement has been executed and delivered in form and substance satisfactory to the Association and all conditions precedent to its effectiveness or to the right of WAHO to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES

- 6.01. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is the President of ECOWAS Commission.
- 6.02. 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

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

ECOWAS Commission
101 Yabuku Gowon Crescent
PMB: 401
Asokoro District, Abuja, Nigeria; and

(b) the Recipient's Electronic Address is:

E-mail:

info@ecowas.int

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guerhazi

Authorized Representative

Name: Boutheina Guerhazi

Title: Director, Regional Integration

Date: 01-Feb-2024

**ECONOMIC COMMUNITY OF WEST AFRICAN STATES
(ECOWAS)**

By

Omar Alieu Touray

Authorized Representative

Name: Omar Alieu TOURAY

Title: President de la Commission

Date: 03-Feb-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 Western and Central Africa.

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

Part 1: Prevention of Health Emergencies

Strengthening the capacity of Participating Countries in health security governance, planning and stewardship; and ensuring One Health approach implementation, capacities of veterinary services, and AMR surveillance through:

1.1. Health Security Governance, Planning, and Stewardship

Supporting health security governance, planning and stewardship by:

- (a) providing technical assistance to Participating Countries regarding: (i) development, monitoring, and implementation of the respective national action plan for health security; (ii) fostering of joint cross-border disease outbreak preparedness activities and joint investigations for priority diseases, climate change, and other Health Emergencies; (iii) regional knowledge and evidence generation through selected regional operational and analytical research; and (iv) assessment of compliance of Participating Countries' interventions with International Health Regulations (IHR) and Performance of Veterinary Services (PVS) core capacities through the conduct of periodic Joint External Evaluations (JEE), IHR State Party Self-Assessment Annual Report (SPAR), Performance of Veterinary Services (PVS), national bridging workshops between JEE and PVS, Joint Risks Assessment (JRA);
- (b) technical assistance for the establishment and/or implementation of the Recipient's regional cross-borders strategy, human resources for health regional strategy to expand capacities in field epidemiology and laboratory, risk communication, health information and data management, One Health, and in other relevant strategies.

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

- (a) Providing technical assistance to Participating Countries to improve the operationalization of the One Health approach including through: (i) the establishment and/or reinforcement of coordination platforms, development of guidelines and Standard Operating Procedures (SOPs) at operational level for diseases surveillance, (ii) setting up of real-time One Health surveillance (risk assessment and early warning, early response and cross-sectorial information system), detection and response, (iii) monitoring, implementation and learning lessons to inform strategies and working tools review, (iv) learning and sharing experiences and lessons; and
- (b) Combatting AMR through: (i) provision of technical assistance for the development of regional guidelines for AMR surveillance; (ii) training, sensitization and awareness raising activities towards regional authorities and national governments in Participating Countries on AMR; (iii) supporting public health research on antimicrobial resistance; (iv) supporting the use of behavioral science to promote best practices for responsible use of antibiotics and reduce AMR, and (v) financing infection prevention and control.

Part 2: Detection of Health Emergencies

Supporting the detection of Health Emergencies through:

2.1. Collaborative Surveillance

Providing technical assistance to: (a) review and update the lists of priority diseases based on results from country-level One Health priority disease assessments; (b) develop and implement a regional strategy to enhance collaborative surveillance; (c) reinforce the technical capacity of the health information system unit of the Project Implementing Entity; (d) integrate One Health data using interoperable digital platforms; (e) develop dashboards to support scenario planning; (f) develop real-time digital surveillance capabilities; (g) map health, livestock, and wildlife surveillance systems and identify opportunities for interoperability; (h) develop protocols, tools, and platforms for collaborative multisectoral data collection and analysis; (i) support the conduct of Joint Risk Assessments; (j) conduct complex cross-sectoral health emergencies simulations to identify critical control points in digital systems; (k) develop a machine learning platform to cross-analyze regional epidemiological data, media, and other unstructured information and data sources; (l) model disease spread patterns and identify predictive factors from past outbreak data; (m) produce regular reports and projections for decision-making; (n) promote and adopt

emerging technologies at the Project Implementing Entity and within national health information systems and surveillance units; and (o) regularly produce and disseminate epidemiological information at regional level.

2.2. Laboratory Quality and Capacity

Strengthen regional and national interconnected laboratory networks by providing technical assistance to Participating Countries to: (a) strengthen their testing capacities, quality control, biosafety and biosecurity, informatics policies, and to establish a laboratory information management system and SOPs towards accreditation; (b) improve AMR and zoonotic diseases diagnostic capacity; (c) strengthen the twinning program between national reference laboratories and centers of excellence for human and animal health; (d) conduct biospecimen surveillance through encapsulation technologies at the regional biobank; (e) sample transportation including protocols and facilitation for sample shipments to referral laboratories; and (f) conduct quality management system implementation mentoring sessions in additional reference laboratories.

2.3. Multi-disciplinary Human Resources for Health Emergencies

Supporting multi-disciplinary human resources for Health Emergencies by financing technical assistance for: (a) the development and implementation of the Recipient's public health workforce strategy for health security; (b) assessing the quality of the Field Epidemiology Training Program (FETP) and the Field Epidemiology and Laboratory Training Program (FELTP) offered in Participating Countries for curricula updating and standardization; and (c) developing new expertise in technical areas, including disaster management, public health informatics, epidemic modeling (forecasting and scenario planning), and technical training/capacity building on areas including *inter alia* veterinarians, risk communication and community engagement, socio-anthropology, environmental health, climate change, emergency management and laboratory and biology scientists.

Part 3: Health Emergency Response

Building and sustaining capacities that can prevent an outbreak from becoming an epidemic or pandemic, through a focus on disease control and effective Health Emergency response by:

3.1. Health Emergency Management

Supporting Health Emergency management by: (a) supporting Participating Countries to develop and/or update a standardized training program in public Health Emergency management and good emergency management practice training to build preparedness capacities of veterinary services to respond to

zoonotic emergencies; (b) developing and keeping up-to-date a roster of integrated regional rapid response teams; (c) conducting regular simulation exercises (tabletops, drills, functional exercises) to improve capabilities to prevent, detect and respond to public Health Emergencies; (d) supporting the integration of gender transformative initiatives; (e) supporting Participating Countries to establish a robust risk communication and community engagement system to prepare and respond to public Health Emergencies; (f) conducting training of risk communication and community engagement officers at all levels in the Participating Countries; (g) training other cadres in biosafety and biosecurity, infection prevention and control, rapid response teams, emergency management system, genomic sequencing, climate change emergency preparedness and response, and gender and social determinants of health, among others; and (h) strengthening regional regulatory and management mechanisms of health professionals (surge capacity) to enable the swift mobilization of health workers across borders during Health Emergencies.

3.2. Health service delivery for Health Emergencies

Supporting health service delivery for Health Emergencies by providing technical assistance for: (a) comprehensive regional assessment of protocols in place for Participating Countries to address infection prevention control; (b) assessment of outbreak impacts in health care services across the region to inform the development of a regional guidelines for continuity of health service delivery during emergencies; (c) development of regional guidelines to establish units/centers for isolation and infection prevention; (d) capacity building in clinical management (case management and infection prevention and control) for public Health Emergencies and infection prevention and control; (e) supporting to Participating Countries to develop disease outbreak response plans, including stockpiling and planning of medical commodities; and; (f) supporting Participating Countries to conduct operations research amidst a disease outbreak to assess the uptake of the response strategies, equity, and fairness in services delivery.

Part 4. Program Management and Institutional Capacity

- (a) Supporting Project management and the Recipient's institutional capacity through:
 - (i) supporting the mobilization and coordination of technical and financial partners to support Participating Countries during Health Emergencies so as to ensure synergetic and effective responses; (ii) leading advocacy and awareness raising activities towards various stakeholders, national officials on risk communication and citizen engagement before, amidst and post any public Health Emergency; and (iii) provision of technical assistance including mobilization of financial, human, and logistic resources to Participating Countries.

- (b) Supporting Project implementation and management including: (i) procurement, financial management, environmental and social management, and monitoring and

evaluation; (ii) Training of staff at the Project Implementation Unit; (iii) the organization of the Regional Steering Committee; and (iv) Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Implementation Unit (PIU)

- (a) The Recipient shall carry out the Project through the Project Implementing Entity.
- (b) The Recipient, through the Project Implementing Entity, shall maintain throughout Project implementation, the Project Implementation Unit (PIU) with a mandate, composition, terms of reference and resources satisfactory to the Association. The PIU shall be responsible for, *inter alia*: (i) day-to-day management and coordination of the implementation of activities under the Project; (ii) the preparation, adjustments and implementation of the Project management tools, including *inter alia*, the Project Operations Manual, Annual Work Plan and Budget, and procurement plans; (iii) monitoring and evaluation; and (iii) compliance with environmental and social standards and fiduciary aspects of the Project, as further defined in the Project Operations Manual.
- (c) Not later than three (3) months after the Effective Date, the Recipient shall, through the Project Implementing Entity: (i) update the configuration of the existing accounting software for the Project, in terms acceptable to the Association; (ii) in addition to the requirements under the ESCP, update the terms of reference of the financial management specialist, accountant(s), procurement specialist, and monitoring and evaluation specialist at the PIU to include the Project; and (iii) update the annual audit work plans of its internal audit team to include the activities of the Project; all with qualifications and under terms of reference acceptable to the Association.
- (d) Not later than six (6) months after the Effective Date, the Recipient shall, through the Project Implementing Entity recruit an external auditor with qualifications and under terms of reference acceptable to the Association.
- (e) Without prejudice to Article 6.01 of this Agreement, not later than three (3) months after the Effective Date, the Recipient shall, for purposes of overseeing day-to-day implementation of the Project, delegate authority to the Director General of the Project Implementing Entity.

2. Regional Steering Committee (RSC)

Not later than ninety (90) days after the Effective Date, the Recipient shall, through the Project Implementing Entity, establish and thereafter convene throughout Project implementation, a Regional Steering Committee (RSC). The RSC shall support coordination of the MPA Program at regional and national levels and ensure alignment with the overall regional agenda and global priorities. The RSC shall include representatives of key ministries from all Participating Countries, members of the Association as observers, and regional and global experts as needed and as further described in the Project Operations Manual. The terms of reference, composition, resources, mandate, powers and functions of the Regional Steering Committee shall be further set out in the Project Operations Manual in terms acceptable to the Association.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity (“Subsidiary Agreement”) under terms and conditions approved by the Association.
2. The Recipient shall, and shall cause the Project Implementing Entity to, exercise its rights under the 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 the Subsidiary Agreement or any of its provisions.
3. In the event of any conflict between the provisions of the Subsidiary Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Project Operations Manual

1. Not later than three (3) months after the Effective Date, the Recipient shall, through the Project Implementing Entity, 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 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 RSC; and (k) 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.

D. 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 calendar 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.D.1 of this Schedule, each annual work plan and budget prepared under Section I.D.1 of this Schedule shall set forth: (i) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (ii) the sources and proposed use of funds therefore; (iii) procurement and environmental and social management arrangements therefor, as applicable, and; (iv) 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: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) 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, which shall be submitted to the Association not later than November 30 of each 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.

E. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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 Project Implementing Entity 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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.

F. Agreement with the World Organization for Animal Health (WOAH)

1. For the purposes of and prior to carrying out any relevant activity of the Project, the Recipient through the Project Implementing Entity shall, no later than ninety (90) days after the Effective Date or any later date agreed upon in writing with the Association, enter into an agreement with the World Organization for Animal Health (the "WOAH Agreement") under terms and in form and substance satisfactory to the Association and in accordance with the Procurement Regulations, as such terms shall include, without limitation, the obligation of and the commitment from WOAH to: (a) provide technical assistance to the Recipient, as necessary, to enhance the PVS, as well as One Health coordination, in accordance with terms of reference acceptable to the Association; (b) carry out these activities in accordance with the Project Operations Manual, the ESCP, the Procurement Regulations and the Anti-Corruption Guidelines as they apply to recipients of Financing proceeds other than the Recipient; and (c) to the extent applicable, (i) cooperate with the Recipient in order to maintain the Association suitably informed of the progress in the implementation of the Project, as the case may be, through the information to be prepared and furnished to the Association pursuant to the provisions of Section II.A of Schedule 2 to this Agreement; and (ii) allow the Recipient and the Association to inspect, at their request, sites and

records relevant to the implementation of the Project for purposes of Section 5.11 of the General Conditions.

2. The Recipient shall exercise its rights under the WOAHA 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 the WOAHA Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report not later than forty-five 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.

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Section III. Withdrawal of the Proceeds of the Grant

A. General

1. 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 Grant to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed. (Inclusive of Taxes)
(1) Goods, non-consulting services, and consulting services, Training and Operating Costs for the Project	18,525,200	100%
(2) Refund of Preparation Advance	574,800	Amount payable pursuant to Section 2.07(a) of the General Conditions
TOTAL AMOUNT	19,100,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is January 31, 2032.

APPENDIX

Section I. Definitions

1. “AMR” means antimicrobial resistance.
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.1 of Schedule 2 to this Agreement.
4. “ECOWAS” means the Economic Community of West African States, established and operating pursuant to the ECOWAS Revised Treaty.
5. “ECOWAS Revised Treaty” means the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 30, 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.
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 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.

8. “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.
9. “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.
10. “IHR” means the World Health Organization’s International Health Regulations (2005).
11. “IHR State Party Self-Assessment Annual Report” or “SPAR” means the international legal instrument, binding on all members of the WHO, which defines the rights and obligations of countries to report public health events, thereby helping the international community prevent and respond to acute public health risks that have the potential to cross borders and threaten people worldwide.
12. “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.
13. “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.
14. “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.
15. “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.
16. “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 officials of the Recipient.

17. “Participating Countries” means the countries participating in this regional MPA Program, namely Republic of Cabo Verde, Republic of Guinea, 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.
18. “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.
19. “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.
20. “Preparation Advance” means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 30, 2023 and on behalf of the Recipient on November 17, 2023.
21. “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.
22. “Project Implementing Entity” means the West African Health Organisation (WAHO) established pursuant to the WAHO Legislation.
23. “Project Implementation Unit” means the project management unit established by the Recipient under: (i) the Financing Agreement between the Association and the Recipient dated October 28, 2016, for the Regional Disease Surveillance Systems Enhancement Project in West Africa (REDISSE) (Grant No. D1310) and (ii) the Financing Agreement between the Association and ECOWAS dated April 29, 2015 (Grant No. D024-3A) for the Sahel Women Empowerment and Demographic Dividend Regional Project.

24. "Project Operations Manual" means the manual described in section I.C. of Schedule 2 to this Agreement.
25. "Regional Steering Committee" means the committee described in section I.A.2 of Schedule 2 to this Agreement.
26. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applied to all references to "the date of the Financing Agreement" in the General Conditions.
27. "SOPs" means standard operating procedures.
28. "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.
29. "WAHO's Legislation" means the Recipient's Protocol A/P2/7/97 on "The Establishment of the West African Health Organisation" dated July 9, 1987, as amended; and the Recipient's rules and regulations which have been applied by WAHO.
30. "WHO" means World Health Organization.
31. "World Organization of Animal Health" or "WOAH" means the organization established pursuant to the treaty of January 25, 1924.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

"Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may,

by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant.”

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

“(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”

3. In Section 5.11, paragraph (a) is modified to read as follows:

“Section 5.11. *Visits*

“(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”

4. Section 6.01 is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.

5. Section 8.02 is modified as follows:

(a) Paragraph (j) on *Membership* is modified to read as follows:

(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”

(b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

6. The Appendix (**Definitions**) is modified as follows:

(a) Paragraph 77 (Member Country) is modified to read as follows:

“77. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraph 92 (Recipient) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”