

Date: 02-Mar-2024

H.E. Olavo Avelino Garcia Correia
Vice-Prime Minister, Minister of Finance
and Business Development and
Minister of Digital Economy
Ministry of Finance and Business Development
Praia, Cabo Verde

Re: PF Grant No. TF 0C4266-CV
Health Security Program in Western and Central Africa Using the
Multi-Phase Programmatic Approach
Letter Agreement

Excellency:

In response to the request for financial assistance made on behalf of REPUBLIC OF CABO VERDE (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“Bank”), acting as administrator of the Pandemic Prevention, Preparedness and Response Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed three million seven hundred forty-two thousand four hundred sixty-eight United States Dollars (USD 3,742,468) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

[remainder of page intentionally left blank]

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
(acting as administrator of the Pandemic, Preparedness and Response Trust Fund)

By Boutheina Guerhazi
Boutheina Guerhazi
Director of Regional Integration
Africa and Middle East and North Africa

AGREED:
REPUBLIC OF CABO VERDE

By Olavo Avelino Correia
Authorized Representative
Name Olavo Avelino Correia
Title Minister of finance
Date 02-Mar-2024

Enclosures:

- (1) "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds" dated February 25, 2019
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated February 2017

**Article I
Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, in the Cabo Verde Financing Agreement, or in this Section:

- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
- (b) “Cabo Verde Financing Agreement” means the financing agreement for the Project between the Recipient and the International Development Association (“Association”), dated the same or around the same date as this Agreement, as such financing agreement may be amended from time to time. “Cabo Verde Financing Agreement” includes all appendices, schedules and agreements supplemental to the Cabo Verde Financing Agreement.
- (c) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 3, 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.
- (e) “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 Bank.

- (f) “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.
- (g) “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.
- (h) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
- (i) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (j) “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.

Article II Project Execution

2.01. ***Project Objectives and 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 Cabo Verde. The Project constitutes a phase of the MPA Program, and consists of the parts described in Schedule 1 to the Cabo Verde Financing Agreement.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through UGPE in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.*** Section I (Implementation Arrangements) of Schedule 2 to the Cabo Verde Financing Agreement (except for section I.E.) is hereby incorporated by reference and shall apply, mutatis mutandis, to this Agreement, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, provided that for the purposes of this Agreement the references to the

“Financing” in said Sections shall be construed as references to the Grant provided for under this Agreement.

2.04. Project Monitoring, Reporting and Evaluation.

(a) The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five days after each calendar semester, covering the calendar semester.

(b) 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 to the Cabo Verde Financing Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

**Article III
Withdrawal of Grant Proceeds**

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

Category	Amount of the Grant 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 the Project (except for Part 5 of the Project)	3,742,468	Up to 20% based on the Annual Work Plans and Budget
TOTAL AMOUNT	3,742,468	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. **Withdrawal Period.** The Closing Date is December 31, 2026.

**Article IV
Additional Remedies**

4.01. **Additional Events of Suspension.** The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

(a) The Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the Bank to suspend the Recipient's right to make

withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action; and
 - (b) The Cabo Verde Financing 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.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 5.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI Recipient's Representative; Addresses

6.01. ***Recipient's Representative.*** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. ***Recipient's Address.*** For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient's Address is:

Ministry of Finance and Business Development

Avenida Amilcar Cabral
C.P. 30, Praia
Cabo Verde; and

(b) the Recipient's Electronic Address is:

E-mail: soeli.d.santos@mf.gov.cv and gilson.g.pina@mf.gov.cv

6.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(c) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391