GRANT NUMBER GFF TF 0C2998

AMENDMENT TO THE ORIGINAL HEPR GRANT NUMBER TF0B6705 AND ESMAP GRANT NUMBER TF0B6709

Grant Agreement and Amendment to the Original Grant Agreement

(Additional Financing for the Zimbabwe Covid-19 Response and Essential Health Services – formerly Zimbabwe COVID-19 Emergency Response Project)

between

REPUBLIC OF ZIMBABWE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility for Women, Children and Adolescents)

GRANT NUMBER GFF TF 0C2998 Amendment

HEPR GRANT NUMBER TF0B6705 ESMAP GRANT NUMBBER TF0B6709

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF ZIMBABWE ("Recipient" or "Zimbabwe") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("IBRD/IDA" or "Bank"), acting as administrator of the *Global Financing Facility for Women, Children and Adolescents* (the "Bank"), for the purpose of: (i) providing additional financing to the Original Project and activities related to the Original Project (as defined in the Appendix to this Agreement); and (ii) amending the Original Grant Agreement (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

Article II The Project

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall, and shall cause the Project Implementing Entity to, carry out the Project in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.
- 2.02. Without limitation upon the provisions of Article 2.01 of this Agreement:
 - (a) the Recipient shall, except as the Bank may otherwise agree, ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement; and
 - (b) the Recipient and the Bank hereby agree that except as otherwise provided in Schedule 2 to this Agreement, the Recipient's obligations set forth in

said Schedule and Sections 2.02 (Insurance), 2.04 (Use of Goods, Works and Services; Maintenance of Facilities), 2.05 (Plans, Documents; Records), 2.06 (Project Monitoring, Reporting and Evaluation), 2.07 (Financial Management; Financial Statements; Audits), and 2.09 (Visibility and Visits) of the Standard Conditions shall be carried out by the Project Implementing Entity pursuant to the Project Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed fifteen million United States Dollars (\$15,000,000) ("Grant"), to assist in financing the Project.
- 3.02. 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 Project Implementing Entity's Representative. To this end, the Recipient and the Bank hereby agree that except as otherwise specifically provided in Schedule 2 to this Agreement, the Recipient's obligations set forth in Article III (*Withdrawal of Grant Proceeds*) of the Standard Conditions shall be carried out by the Project Implementing Entity pursuant to the Project Agreement.
- 3.03. The Grant is funded out of the abovementioned trust funds for which the Bank receives periodic contributions from the donors to the trust funds. In accordance with Section 3.02 of the Standard Conditions, 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.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:
 - (a) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement;
 - (b) the Project Implementing Entity has failed to perform any of its obligations under the Project Agreement;
 - (c) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to

participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier;

- (d) IBRD or IDA has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Project Implementing Entity to perform any of its obligations under such agreement or any other agreement with IBRD or IDA;
- (e) as a result of events which have occurred after the date of this Agreement, an extraordinary situation, including *force-majeure*, has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement;
- (f) the PIE Documentation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement;
- (g) the Bank has determined after the Effective Date 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; and
- (h) a representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the Bank in making the Grant, was incorrect in any material respect.

Article V Effectiveness and 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 and of the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action;
 - (b) the updated Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity; and
- 5.02. As part of the evidence to be furnished pursuant to Article 5.01(a) of this Agreement, 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 the following matters:
 - (a) on behalf of the Recipient, that each of this Agreement and the Subsidiary 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: and
 - (b) on behalf of the Project Implementing Entity, that each of the Project Agreement and the Subsidiary 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 Article 5.01 of this Agreement ("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 Article until such event (or events) has (or have) ceased to exist.

5.04. 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 Signature Date, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Article. The Bank shall promptly notify the Recipient and Project Implementing Entity of such later date.

Article VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Recipient's address is:

Ministry of Finance, Economic Development and Investment Promotion Minister of Finance
Mgandane Dlodlo Building
Corner Samora Machel Avenue / Simon Vengai Muzenda Street
Private Bag 7705 CY, Causeway,
Harare, Zimbabwe
and:

(b) the Recipient's Electronic Address is:

Email: mncube@zimtreasury.co.zw

- 6.03. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391

64145 (MCI)

AGREED as of the Signature Date.

REPUBLIC OF ZIMBABWE

By		1. 1 lid cape
		mont nense
		Authorized Representative
		Mthuli Ncube
	Name: _	
	Title: _	Minister of Finance
	Data	25-Mar-2024
acting as adminis	trator of the Glo	MENT ASSOCIATION obal Financing Facility for
acting as adminis Vomen, Children	trator of the Glo	obal Financing Facility for
acting as adminis Vomen, Children	trator of the Glo	obal Financing Facility for
acting as adminis Vomen, Children	trator of the Glo	obal Financing Facility for (s)
acting as adminis Vomen, Children	trator of the Glo and Adolescent	obal Financing Facility for (s)
	trator of the Gloand Adolescent Name: _	Authorized Representative Eneida Herrera Fernar

SCHEDULE 1

Project Description

The objective of the Project is to support the Government of Zimbabwe to deploy and manage COVID-19 vaccines and strengthen related health system capacity for pandemic preparedness and deliver essential health services, particularly RMNCAH.

The Project consists of the following parts:

Part 1. Vaccine Deployment and Related Risk Communication and Community Engagement

A. <u>Vaccine deployment</u>

- 1. Outreach and vaccine distribution including fuel, repair, and maintenance service of vehicles used for vaccine distribution.
- 2. Supervision and monitoring of vaccine deployment including ensuring implementation of the NDVP. Special attention will be given to women, people with disabilities, and others among targeted groups who may face particular barriers to access information and services. To facilitate supervision and monitoring, the Project will support the set up and implementation of Impilo COVID-19 Vaccination Authentication. This is an Electronic Health Record mobile application solution that will enable a QR code to be assigned to every COVID-19 vaccination certificate. This application captures personal information including patient health status, contact address while also keeping information secure. In addition, supportive supervision and visits will be facilitated by strategic use of Information, Communication, and Technology (ICT), and include procurement of electronic data capturing tools for health facilities.
- 3. Vaccine efficacy monitoring/checks, as well as TA to the MOHCC to revise, update, and implement the safety monitoring plan to enable swift detection of any Adverse Event Following Immunization (AEFI).
- 4. Procurement of PPE for public COVID-19 vaccination centers and capacity building for rational use of PPE, including the development of guidance tools and training through physical and virtual methods.
- 5. Vaccine waste management training and logistics such as transport of wastes related to vaccine deployment for off-site incineration, and M&E.

B. <u>Risk Communication and Community Engagement</u>

- 1. Development, training, and facilitation of community-led responses to increase uptake of public health measures including COVID-19 vaccination. This will include interpersonal communication at community level through door-to-door and street-level awareness campaigns, use public-address vehicles; as well as community feedback mechanisms at local level such as the use of registers or rumor logbooks and suggestion boxes, Grievance Redress Mechanisms (GRMs), seconding Health Promotion Officers (HPOs) to Emergency Operations Centers (EOCs), as well as ensuring community feedback is transmitted to high level meetings.
- 2. Research, monitoring, evaluation, and documentation of all RCCE activities at all levels and through different communication channels.
- 3. Psychosocial support systems for both healthcare workers and general population by building capacity of community health workers, and the national psychosocial center.
- 4. Community discussion forums with local and traditional leaders and school heads to share information about gender-based violence (GBV), sexual exploitation, abuse and harassment (SEA-H) and GRM. Priority will be given to the most vulnerable and often forgotten areas.

Part 2. Climate Friendly Related Health System Strengthening

Provision of: (a) capacity building; (b) goods and climate-friendly cold chain equipment, including cold boxes and solar direct drive refrigerators; and (c) installation and maintenance of solar energy in health facilities.

Part 3. Overall Response Coordination and Project Management, Monitoring & Evaluation

- 1. Coordination using a results-based financing (RBF) approach of National and Provincial Level EOCs, vehicle maintenance and fuel for key National Response Pillar leads to coordinate and monitor COVID-19 response activities, and eligible administrative costs.
- 2. Response coordination, monitoring, and evaluation activities through the MOHCC M&E department including assisting MOHCC in expanding the commodity tracking system for pharmaceuticals, PPE, test kits, etc. as well as audits, reviews, and other activities to ensure governance and accountability.
- 3. Capacity building in the following areas: mathematical modeling capacity of the COVID-19 response surveillance and coordination pillars; genomic sequencing at

the National Microbiology Reference Laboratory (NMRL) including procurement of a genomic sequencing machine and reagents; and training and orientation of health staff (Data Managers, Health Information Officers) on Go-data and data management in COVID-19.

4. Environmental and social instruments validation, dissemination, and capacity building of stakeholders at various levels.

Part 4. Sustaining Essential Health Services.

- 1. *Integrated Outreach Service Delivery*: provision of: (a) a comprehensive package of essential health services including immunization, antenatal and postnatal care through district-based outreach to communities without access to health facilities; (b) acquisition of solar-powered tricycles to be used by health facilities for outreach services, about outreach vans equipped with ultrasound scan, laboratory, solar powered refrigerators for medicines and vaccines, exam couches, tents, and screens to provide a range of services covering rural provinces while targeting poorly performing districts and 18-seater rough terrain mini busses to mobilize the integrated outreach teams; and (c) Operational Costs for the integrated outreach teams and costs related to the RMNCAH mentorship program.
- 2. Strengthening Community Health Services including Disease Surveillance; provision of (a) training of village health workers (VHWs) on the new/expanded community health package of services; including how to handle climate-related shocks, integrating gender responsive service delivery and adolescent sexual and reproductive health education; (b) supervision and mentorship of VHWs in three selected provinces; (c) necessary goods and commodities to support VHWs; and (d) motorcycles for environmental health technicians to conduct community surveillance activities.
- 3. Equipping Maternity Theatres and Ensuring Commodity Security: (a) provision of equipment for both basic and comprehensive emergency obstetric and newborn care (both normal deliveries and caesarian section deliveries), safely in health facilities; (b) carry out minor theatre renovations to ensure adequate preservation and security of installed equipment; and (c) provision of family planning commodities.
- 4. Revitalization of Maternity Waiting Homes (MWHs): provision of support for the revitalization and improvement of quality of services provided in the MWHs/shelters to increase their utilization and promote institutional deliveries by bringing pregnant women closer to health facilities, including: (a) refurbishment and minor renovations of existing MWHs, including the establishment of nutrition gardens; (and (b) training of service providers at MWHs in emergency obstetric and neonatal care, and sensitization on the MWHs guidelines.

5. Health System Digitalization and Related Innovations: provision of support for (a) the decentralization of the electronic health records (EHR) system.; (b) development and costing of the electronic maternal and perinatal death notification system modules in the EHR; (c) capacity building on blockchain technology within MOHCC; (d) the development and piloting of a digitized community transport dispatch system for emergency services; (e) Strengthen monitoring and evaluation system including implementation of an artificial intelligence driven early warning system on health system disruptions.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Emergency Operations Center at National and Sub-national Levels and Project Coordination Unit

- 1. The Recipient shall maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the Bank: (a) an emergency operations center, to be chaired by the national incident manager (or his or her designee); and (b) emergency operations centers at sub-national levels, to be chaired by the provincial medical director (or his or her designee).
- 2. The Recipient shall maintain throughout the implementation of the Project, the Project Coordination Unit within the MOHCC, to be responsible for coordinating with the Project Implementing Entity on the day-to-day implementation of the Project. Notwithstanding the aforementioned, the Recipient, through MOHCC's Department of Policy, Planning, and Monitoring and Evaluation, shall be responsible for supporting Project coordination, including carrying out coordination activities with the Project Implementing Entity. Such coordination shall be done in liaison with the relevant Project implementing units or departments such as the Expanded Program on Immunization (EPI Adverse Event Following Immunization) Unit in the Nursing Department.

B. Subsidiary Agreement

- 1. For purposes of carrying out Part 4 of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity on a non-reimbursable grant basis, by amending the existing subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Bank, which shall include those set forth or referred to in Articles II and III of this Agreement.
- 2. The Recipient shall continue performing its obligations and exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual

- 1. The Recipient shall, not later than thirty (30) days after the Effective Date, amend, obtain the Bank's approval of, and adopt the existing Project implementation manual, which shall include detailed guidelines and procedures for the implementation of Part 4 of the Project, as well as maintain:
 - (a) detailed guidelines and procedures for the implementation of the Project, including with respect to: (i) administration and coordination, including monitoring and evaluation, environmental and social risk management, and procurement procedures; (ii) Personal Data collection and processing in accordance with good international practice; (iii) corruption and fraud mitigation measures; (iv) a grievance redress mechanism; (v) such other arrangements and procedures as shall be required for the effective implementation of the Project; and
 - (b) a COVID-19 Vaccine delivery and distribution chapter, based on the National Deployment and Vaccination Plan, which shall include: (i) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules; (ii) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure; (iii) rules and procedures for processing and collection of Personal Data in accordance with good international practice; and (iv) vaccine distribution plan, including action plan setting out timeline and steps for immunization ("Vaccine Delivery and Distribution Chapter");

such manual to be in form and substance acceptable to the Bank ("Project Implementation Manual").

2. The Recipient shall carry out the Project in accordance with the Project Implementation Manual. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Project Implementation Manual without prior approval of the Bank. In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Plan

1. The Recipient shall, not later than November 1 in each calendar year, furnish to the Bank, such plan of activities prepared and furnished to the Recipient by the Project Implementing Entity and proposed for inclusion in the Project during the

following calendar year, pursuant to Section I.F of the Schedule to the Project Agreement, as shall have been endorsed by the Recipient.

- 2. The Recipient shall exchange views with the Bank on the proposed work plan and shall thereafter take all measures required on its part to enable the Project Implementing Entity to carry out such plan of activities, as applicable, during the following year as shall have been approved by the Recipient and the Bank ("Annual Work Plan").
- 3. Only those activities which are included in an Annual Work Plan shall be included in the Project and eligible for financing out of the proceeds of the Grant.

E. Standards for COVID-19 Vaccine Approval

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

F. Use of Military and Security Actors

- 1. Without limitations to the provisions of Section I.G.2 of this Schedule and if during Project implementation, the Recipient decides to use its military or security forces, the Recipient shall: (a) prior to any involvement of its military and/or security forces in the carrying out of Project activities, send a written notice to the Bank communicating such decision, including the name of the military or security unit; and (b) ensure all activities carried out by said military or security unit under the Project shall be under the control of MOHCC and shall be undertaken exclusively for the purposes related to the Project. All goods, services, Operating Costs, and Training Costs financed by the Grant proceeds may be used by said military or security unit under the direction and control of MOHCC and strictly in accordance with the Project Implementation Manual and other arrangements or protocols that the Bank may require for carrying out these activities.
- 2. Except as the Bank may otherwise agree, the Recipient shall ensure that that the ownership of any assets generated, goods procured, and works constructed by military or security unit referred to in paragraph 1 to this Section out of the Grant proceeds shall be transferred to, or shall vest, with MOHCC or any equivalent or appropriate line ministry or agency agreed with the Bank.

G. 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 Bank.
- 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 Bank. 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, and provided in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended, or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. Without limitation upon the provisions of paragraph 2 above, if 60 (sixty) days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall and shall cause the Project Implementing Entity to: (a) not later than 30 (thirty) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. 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 Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and

- (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. 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 Bank.
- 7. The Recipient shall ensure and cause the Project Implementing Entity to ensure that all technical assistance under the Project, application of whose results would have environmental and social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory to the Bank, such terms of reference shall ensure that the technical assistance takes into account, and calls for application of the Bank's environmental and social safeguards policies.
- 8. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities (as applicable) 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.

H. Governance and Accountability Action Plan

1. The Recipient shall continue carrying out the Project in accordance with the provisions of the Governance and Accountability Action Plan, containing detailed arrangements and procedures for governance and accountability, including

- transparency and citizenry participation, and such other arrangements and procedures as shall be required for the effective implementation of the Project.
- 2. The Recipient shall update the Governance and Accountability Action Plan on a yearly basis in a manner and substance satisfactory to the Bank.
- 3. The Bank reserves the right to conduct physical and/or documentary spot checks of any facility and/or records associated with the Project for the purpose of assessing the accuracy of the Recipient's reporting, the completeness of its record keeping and the Recipient's compliance with its obligations under this Agreement.
- 4. The Recipient shall not amend, abrogate, waive, or fail to enforce any provision of the Governance and Accountability Action Plan, without the prior written agreement of the Bank, provided, however, that in the event of any conflict between the provisions of the Governance and Accountability Action Plan, and this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. The Recipient shall monitor and evaluate and shall ensure that the Project Implementing Entity in turn shall monitor and evaluate, the progress of the Project and jointly prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of six (6) calendar months and shall be furnished to the Recipient and the Bank not later than three (3) months after the end of the period covered by such report. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.
- 2. The Recipient with input from the Project Implementing Entity shall prepare Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the Bank not later than three (3) months after the Closing Date or any other date indicated by the Bank.

B. Financial Management

1. The Recipient shall, upon the Bank's or Project Implementing Entity's request, provide all such information as the Project Implementing Entity may require in

order to enable the Project Implementing Entity to comply with its obligations under Section II.B of the Schedule to the Project Agreement.

Section III. Withdrawal of Grant Proceeds

A. General

1. 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, consulting services, Training Costs and Operating Costs under Parts 1.A, 1.B, and 3 of the Project	2,100,000	0% until HERP category 1 is fully disbursed, thereafter 100%
(2)Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs under Part 2 of the Project	0	Not applicable
(3) Goods, works, non-consulting services, consulting services, Training and Operating	12,900,000	100%

Costs under Part 4 of the Project		
TOTAL AMOUNT	15,000,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date
- 2. The Recipient undertakes that no Grant proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Bank's express approval.
- 3. The Closing Date is June 30, 2025.

SCHEDULE 3

Amendment to the Original Project

The Recipient and the Association hereby agree to amend the Original Grant Agreement as follows:

- 1. The title of the Project in the Cover of the Original Grant Agreement is modified to read as follows:
 - "Zimbabwe Covid-19 Response and Essential Health Services".
- 2. The Project objective set forth on the first paragraph on Schedule 1 to the Original Grant Agreement is amended to read as follows:

"The objective of the Project is to support the Government of Zimbabwe to deploy and manage COVID-19 vaccines and strengthen related health system capacity for pandemic preparedness and deliver essential health services, particularly RMNCAH."

3. A new component 4 is added to the Project set forth in Schedule 1 to the Original Grant Agreement, that shall read as follows:

"Part 4. Sustaining Essential Health Services.

- 1. Integrated Outreach Service Delivery: provision of: (a) a comprehensive package of essential health services including immunization, antenatal and postnatal care through district-based outreach to communities without access to health facilities; (b) acquisition of solar-powered tricycles to be used by health facilities for outreach services, about outreach vans equipped with ultrasound scan, laboratory, solar powered refrigerators for medicines and vaccines, exam couches, tents, and screens to provide a range of services covering rural provinces while targeting poorly performing districts and 18-seater rough terrain mini busses to mobilize the integrated outreach teams; and (c) Operational Costs for the integrated outreach teams and costs related to the RMNCAH mentorship program.
- 2. Strengthening Community Health Services including Disease Surveillance; provision of (a) training of village health workers (VHWs) on the new/expanded community health package of services; including how to handle climate-related shocks, integrating gender responsive service delivery and adolescent sexual and reproductive health education; (b) supervision and mentorship of VHWs in three selected provinces; (c) necessary goods and commodities to support VHWs; and (d) motorcycles for environmental health technicians to conduct community surveillance activities.

- 3. Equipping Maternity Theatres and Ensuring Commodity Security: (a) provision of equipment for both basic and comprehensive emergency obstetric and newborn care (both normal deliveries and caesarian section deliveries), safely in about 25 health facilities; (b) carry out minor theatre renovations to ensure adequate preservation and security of installed equipment; and (c) provision of family planning commodities,
- 4. Revitalization of Maternity Waiting Homes (MWHs): provision of support for the revitalization and improvement of quality of services provided in the MWHs/shelters to increase their utilization and promote institutional deliveries by bringing pregnant women closer to health facilities, including: (a) refurbishment and minor renovations of existing MWHs, including the establishment of nutrition gardens; (and (b) training of service providers at MWHs in emergency obstetric and neonatal care, and sensitization on the MWHs guidelines.
- 5. Health System Digitalization and Related Innovations: provision of support for (a) the decentralization of the electronic health records (EHR) system.; (b) development and costing of the electronic maternal and perinatal death notification system modules in the EHR; (c) capacity building on blockchain technology within MOHCC; (d) the development and piloting of a digitized community transport dispatch system for emergency services; (e) Strengthen monitoring and evaluation system including implementation of an artificial intelligence driven early warning system on health system disruptions."

5. The following definitions are included in the Appendix of the Original Financing Agreement in alphabetical order and the rest renumbered as needed, to read as follows:

"EHR" means electronic health records"

"RMNCAH" means Reproductive, Maternal, Child, Newborn, and Adolescent Health"

"MWH" means maternity waiting homes.

"VHWs" means village health workers."

APPENDIX

I. Definitions

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

- Saharan Historically Underserved Traditional Local Communities"; "Environmental (viii) 8: Cultural Heritage"; and Social Standard (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 8. "Go-data" means a field data collection platform developed by the World Health Organization and which is used by the MOHCC for case data including laboratory, hospitalization, case investigation and contact follow-up.
- 9. "Governance and Accountability Action Plan" means the Recipient and Project Implementing Entity's governance and accountability action plan agreed between the Recipient and the Bank, as such plan may be amended from time to time, with the prior written approval of the Bank and referred to in Section I.H of Schedule 2 to this Agreement.
- 10. "Ministry of Finance and Economic Development" (previously Ministry of Finance or MOF) means the Recipient's Ministry of Finance and Economic Development, and any successor thereto.
- 11. "Ministry of Health and Child Care" or "MOHCC" (previously Ministry of Health and Child Welfare or MOHCW) each means the Recipient's Ministry of Health and Child Care, and any successor thereto.
- 12. "National Deployment and Vaccination Plan" or 'NDVP" refers to the Recipient's national deployment and vaccination plan of February 2021 and referred to in Part 1.A.2 of Schedule 1 to this Agreement.
- 13. "Operating Costs" means the reasonable costs of the following incremental expenditures incurred in carrying out the Project, which shall have been agreed with the Bank: (a) vehicle operation and maintenance; (b) office administration costs; (c) communications charges, insurance costs and banking, utility and rental charges; (d) travel and *per diem* for Project Implementing Entity staff for travel linked to the implementation of the Project; and (e) salaries of selected staff of the PIE directly involved in the implementation of the Project, excluding salaries of civil servants.
- 14. "Original Grant" means the financing provided to the Recipient under the Original Grant Agreement.
- 15. "Original Grant Agreement" means the grant agreement for the Covid-19 Emergency Response Project, dated March 9, 2022 (HEPR GRANT NUMBER TF0B6705 and ESMAP GRANT NUMBER TF0B6709)

- 16. "Original Project" means the Project described in Schedule 1 to the Original Grant Agreement.
- 17. "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.
- 18. "PIE Documentation" means the Articles of Association of the Project Implementing Entity (as amended through June 18, 2009), pursuant to which the Project Implementing Entity has been established under the laws of the Kingdom of the Netherlands and is operating, as the same may be amended from time to time.
- 19. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 20. "Project Coordination Unit" means the Recipient's Project coordination unit referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 21. "Project COVID-19 Vaccine" means a vaccine for prevention of COVID-19, authorized by the Recipient's national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 22. "Project Implementing Entity" and "PIE" each means the legal entity known as "Stichting Cordaid" established pursuant to the PIE Documentation, with offices in the territory of the Recipient, and operating under the laws of the Kingdom of the Netherlands.
- 23. "Project Implementation Manual" means the Project implementation manual referred to in Section I.C.1 of Schedule 2 to this Agreement.
- 24. "Safety Monitoring Plan" means the Recipient's safety monitoring plan dated July 31, 2021 and referred to in Part 1.A.3 of Schedule 1 to this Agreement.
- 25. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.

- 26. "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.
- 27. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 28. "Subsidiary Agreement" means the agreement to be concluded between the Recipient and the Project Implementing Entity in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
- 29. "Training Costs" means the reasonable costs, which shall have been agreed by the Bank, associated with the training and workshop participation of personnel involved in carrying out the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation; but excluding goods and consulting services.
- 30. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Bank.
- 31. "Vaccine Delivery and Distribution Chapter" means the section of the Project Implementation Manual referred to in Section I.C of Schedule 2 to this Agreement.
- 32. "WHO Fair Allocation Framework" means the rules which govern the allocation of vaccines to participants in the COVAX Facility, as developed by WHO, subject to periodic review by the COVAX Facility.
- 33. "WHO Emergency Use Listing" means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency.
- 34. "WHO Prequalification" means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.

II. <u>Modifications to the Standard Conditions</u>

The Standard Conditions are modified as follows:

- 1. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):
 - ""Legal Agreement" means either of the Grant Agreement or the agreement between the Bank and the entity designated to be responsible for implementing the Project; and "Legal Agreements" means, collectively, both said agreements."
- 2. The term "Grant Agreement", whenever used in the Standard Conditions, is modified to read "Legal Agreements".