

02-мау-2024 Date

H.E Pr. Richard FILAKOTA Minister in charge of Economy, Plan, and International Cooperation Ministry of Economy, Plan, and International Cooperation

Re:

MDTF for SENI-Plus Grant No. TF0C4199 Health Service Delivery and System Strengthening Project (SENI-Plus)

Excellency:

In response to the request for financial assistance made on behalf of The Central African Republic ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association ("Bank"), acting as administrator of the MDTF for SENI-Plus, proposes to extend to the Recipient a grant in an amount not to exceed [–] two million six hundred twelve thousand United States Dollars (2,672,244.13 USD) ("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 donor 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 donor 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.

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/INTERNATIONAL DEVELOPMENT ASSOCIATION

Cherck Honte By_

Cheick Fantamady Kanté Country Director for Central African Republic West and Central Africa Region

1818 H Street NW · Washington, DC 20433 USA

AGREED: CENTRAL AFRICAN REPUBLIC

By	RF
	Authorized Representative
Name	Richard Filakota
Title	Président
Date	04-mai-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

MDTF for SENI-Plus Grant No. TF0C4199 ANNEX

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 or in this Section:

- 1. "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.
- 2. "Category" means a category set forth in the table in Section 3.01 of this Agreement.
- 3. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated February 26, 2024, 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.
- 4. "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 5: Land Acquisition, Restrictions on Land 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 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 5. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
- 6. "Financing Agreement" means the agreement to be entered into between the Recipient and the IDA providing a grant in support of the Project.

- 7. "CTN-PS" means the Recipient's "National Technical Unit for Health Projects as referred to in Section 2.02.A to this Agreement.
- 8. "GBV" means gender-based violence.
- 9. "M&E" means Monitoring and Evaluation.
- 10. "MOH" means the Recipient's ministry responsible for health, or any successor thereto.
- 11. "National health Workforce Strategy" means the Recipient's strategy setting a vision for the development of the health workforce.
- 12. National Health Steering Committee means *Comite de Pilotage Unique des Projets de Sante*, the Recipient's unique steering committee for health projects established by Arrete N 034/MSP/DIR-CAB/CMAJC dated June 1,2018, referred to in section 2.01 A to this Agreement, and further described in the POM.
- 13. "Operating Costs" means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: dissemination of Project related information, travel costs, lodging and *per diem* for field trips related to Project implementation; vehicle rent; supplies and utilities; salaries of contractual staff; mail, advertisement costs, translation costs, commercial bank charges, communication costs, office equipment and maintenance, hardware and software; but excluding salaries of the Recipient's civil servants.
- 14. "PIU" means the unit responsible for the implementation of the project in accordance with Section 2.02 .A to this Agreement.
- 15. "POM" means the Project Operational Manual, described in Section 2.02.B to this Agreement, to be adopted by the Recipient.
- 16. "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.
- 17. "Project Procedures Manual" means the Project procedures manual referred to in Section 2.02 B of this Agreement, as such manual may be amended by the Recipient from time to time with the prior written agreement of the Association.
- 18. "SEA/SH" means sexual exploitation and abuse, and sexual harassment.
- 19. "SEA/SH Plan" means the Recipient's plan containing a list of mitigation measures including: (i) an accountability and response framework which includes codes of conduct to be signed by health care personnel, a grievance redress mechanism set up to handle SEA/SH-related complaints and a response protocol for ensuring access to integrated services for survivors; (ii) awareness-raising around SEA/SH and community consultations with women; and (iii) training activities related to SEA/SH prevention and response, as the same may be updated from time to time with the prior written agreement of the Association.

- 20. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 21. "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.
- 22. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.
- 23. "Technical Monitoring Committee" means the Recipient's *Comit<u>é</u> technique de suivi* as referred to in Section 2.02.A.3 of this Agreement.

Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to is to increase utilization of quality essential health services, especially for women and children in targeted areas, and to protect essential social services for the population of the Recipient.

The Project consists of the following parts:

Part 2.3 Implementation Support for key Health Sector Reforms

Providing support to key reforms to strengthen the country's health system and institutionalize project investments through:

- (a) Strengthening human resources for health including *inter alia*: (i) providing technical assistance to finalize the National Health Workforce Strategy; (ii) strengthening the capacity of qualified intermediate-level health workers through the (A) rehabilitation work for selected training infrastructure and acquiring of training equipment; (B) development and/or consolidation of curricula on medicines management, medical imaging, anesthesia, laboratory; and (C) providing capacity building to establish regional training hubs, (iii) carrying out specialized training workshop in selected university hospitals; and (iv) deploying of medical professionals in remote areas.
- (b) Strengthening monitoring and evaluation, and all aspects of data use through, *inter alia*: (i) carrying out the national roll-out of the improved HMIS tools, (ii) transition into DHIS2 software in selected districts; (iii) acquiring information technology equipment and internet connectivity; (iv) the provision of technical assistance to develop the new health M&E system; (v) carrying out workshops, training and communications initiatives needed to foster a culture of data quality and use; (vi) deploying decentralized data managers; and (vii) conducting household, health facility and health financing surveys as well as building the national capacity to handle such surveys.
- (c) Supporting sector Public Finance Management (PFM) through, *inter alia*: (i) carrying out PFM capacity building; (ii) developing tools to increase budget transparency and budget allocation; and (iii) carrying out in-depth analysis on the status of alignment of PBF approach with the current PFM system.
- (d) Support donor alignment through, *inter alia*: (i) support to high level platforms, including meetings and workshops for sectoral committee(s), capacity building of the members of the platform; (ii) monitoring of progress of alignment, using the gap assessment as a baseline; (iii) learning exchanges on alignment; and (iv) technical assistance to support alignment and implementation of the alignment plan.

2.02. Project Execution Generally.

A. Institutional Arrangements.

The Recipient shall, throughout Project implementation, maintain the following institutional arrangements, as further described in the POM.

- 1. The Recipient shall vest overall responsibility for Project implementation in its MOH.
- 2. National Health Steering Committee (COPIL)
 - (a) The Recipient shall maintain at all times during the implementation of the Project, a National Health Steering Committee, chaired by the minister in charge of health and with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for *inter*

- (b) The National Health Steering Committee shall meet at least once every three (3) months.
- 3. <u>Technical Monitoring Committee (Comité technique de suivi)</u>
 - (a) The Recipient shall maintain at all times during Project implementation, the Technical Monitoring Committee with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association.
 - (b) The Technical Monitoring Committee shall include focal point staff from the different ministries and agencies involved in the implementation of the Project.
 - (c) The Technical Monitoring Committee shall be responsible for providing technical guidance, general oversight of Project implementation, performance monitoring, cross-sectoral coordination and consistency with sector policy and strategies, the approval of Annual Work Plans and Budgets, procurement plans, annual audit reports and progress reports.
 - (d) The Technical Monitoring Committee shall meet at least once every three (3) months.
- 4. National Technical Unit for Health Projects (CTN-PS)
 - (a) The Recipient shall maintain the National Technical Unit for Health Projects with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, with the main responsibility of providing technical support to the PIU.
 - (b) The National Technical Unit shall comprise a team of technical experts based on competitive selection with experience in health system strengthening and other financing and/or public health. Experts will include; a coordinator, experts on quality of care, RMNCAH-N, community health, epidemiological surveillance and immunization, public financial management, planning and training, and other technical domains as deemed necessary.
 - (c) The National Technical Unit will be responsible for coordinating the implementation of national health sector strategies linked to the Project, in close coordination with the PIU and under the direction of the National Health Steering Committee.

5. <u>Project Implementation Unit</u>

In order to ensure the proper and efficient implementation of the Project, the Recipient shall:

(a) maintain, throughout Project implementation, the Project Implementation Unit ("PIU"), under the responsibility of MOH, with mandate, staffing and resources

acceptable to the Association, as shall be further described in the Project Operational Manual.

- (b) Ensure that the PIU shall be responsible for the fiduciary management of the project, as well as the preparation of interim financial reports and Project Report.
- (c) The PIU shall comprise a technical team with expertise on all relevant disciplines, including without limitation, a general coordinator, an administrative assistant, one focal point, a communication specialist, a senior accountant, an internal controller, an international procurement specialist, a procurement specialist, one administrative and financial management specialist, one environmental specialist, one social safeguards specialist, PBF portal specialist, GBV specialist, GBV international specialist, SEA/SH specialist.
- (d) No later than one month from Effective Date, the recipient shall retain, an external auditor with qualification and experience satisfactory to the Association.

B. Manuals

- 1. POM
 - (a) The Recipient shall ensure that the Project is carried out in accordance with the Project Operational Manual ("POM").
 - (b) the Recipient shall update and adopt the POM which shall contain detailed arrangements, procedures and mechanisms for: (i) administration and coordination, including monitoring and evaluation, environmental and social, and procurement procedures; (ii) corruption and fraud mitigation measures, (iii) a grievance redress mechanism; (iv) roles and responsibilities for Project implementation; (v) detailed guidelines and procedures for monitoring and evaluation matters under the Project; and (vi) such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance acceptable to the Association.
 - (c) The Recipient shall maintain and update, the Project procedures manual, containing detailed guidelines and procedures for administrative, financial management, and disbursement, and other fiduciary matters under the Project, in form and substance acceptable to the Association (the "Project Procedures Manual").
 - (d) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate the POM, or any provision thereof.
 - (e) In the event of any conflict between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

2.03 Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 2. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 3. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 4. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence

against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

2.04 Documents; Records.

In addition and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months OR five years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the donor[s].

2.05. *Project Monitoring, Reporting and Evaluation.* The Recipient shall ensure that each Project Report is furnished to the Bank not later than one (1) month after each calendar semester, covering the calendar semester.

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, consulting services, Training and Operating Costs for Part 2.3 of the Project.	2,672,244.13	100%
TOTAL AMOUNT	2,672,244.13	

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 September 30, 2027.

Article IV Effectiveness; Termination

4.01. 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.

(b) the financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a grant in support of the Project ("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.

4.02. 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 that 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.

4.03. 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.

4.04. *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 V Recipient's Representative; Addresses

- 5.01. *Recipient's Representative*. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for economy, planning and cooperation.
- 5.02. *Recipient's Address*. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's Address is:

PO Box 696 Rue Martin Luther King Bangui Central African Republic 5.03. *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/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)]