
CREDIT NUMBER IDA 7536-ZR

Financing Agreement

**(Democratic Republic of Congo Health Emergency Preparedness, Response and
Resilience Program
Using the Multiphase Programmatic Approach)**

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER IDA 7536-ZR

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between DEMOCRATIC REPUBLIC OF CONGO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies, have agreed to participate in the MPA Program;
- B. Under Phase I of the MPA Program, the Association extended financial assistance to the Federal Democratic Republic of Ethiopia, Republic of Kenya, and Democratic Republic of Sao Tome and Principe, as well as to the Regional Bodies.
- C. Under subsequent phases of the MPA Program, the Association will extend financing to the Recipient and other Participating Countries;
- D. 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”); and

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 upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Association and the Recipient hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of two hundred and fifty million Dollars (\$250,000,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the Project.

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall, through the Ministry of Public Health, Hygiene and Prevention, carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has adopted the Project Operations Manual in accordance with Section I.B of Schedule 2 to this Agreement and in form and substance satisfactory to the Association; and
 - (b) The Recipient has prepared, consulted on, adopted and disclosed the Environmental and Social Management Framework including all relevant annexes in form and substance satisfactory to the Association and in accordance with the ESCP.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

Ministry of Finance
Boulevard du 30 Juin - Commune de la Gombe
Kinshasa 1
Democratic Republic of Congo; and

- (b) the Recipient's Electronic Address is:

E-mail: cabfinances@minfinrdc.com

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

- (a) the Association's address is:

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

- (b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

DEMOCRATIC REPUBLIC OF CONGO

By

Nicolas Kazadi Kadima-Nzuj

Authorized Representative

Name: Nicolas Kazadi Kadima-Nzuj

Title: Finance minister

Date: 21-May-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Albert G Zeufack

Authorized Representative

Name: Albert G Zeufack

Title: Country Director

Date: 14-May-2024

SCHEDULE 1

Project Description

The objective of the Project is to strengthen health system resilience and multisectoral preparedness and response to Health Emergencies in the Democratic Republic of Congo.

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

Part 1: Strengthening the Preparedness and Resilience of the Health System to manage Health Emergencies (HEs)

- 1.1. Supporting multisectoral and cross-border planning, financing, and governance for improved resilience to HEs including, provision of technical advisory services to: (a) evaluate the Recipient's 2019-2023 national action plan for health security (NAPHS) with a focus on climate emergency preparedness and response and inclusive of attention to gender gaps; (b) develop a national multisectoral costed action plan for One Health with focused investments in veterinary and other animal health services, as well as on AMR, the impact of climate change on zoonotic diseases climate sensitive diseases, and responses to climate shocks; (c) develop a multimodal national operational plan for infection, prevention and control (IPC), including monitoring strategies, assessment frameworks, and health facility readiness assessments for IPC; (d) establish technical hygiene committees at health facilities to monitor IPC activities, taking into account gender and inclusion; (e) integrate IPC/WASH indicators as part of a monitoring framework in support for the supervision of IPC/WASH activities by technical hygiene committees, with a focus on the impacts of climate change on water and sanitation services; (f) update national and regional coordination and collaboration mechanisms for preparedness and response activities and protocols, public health laws or policies for coordination and collaboration, with a focus on climate shocks; (g) develop a strategy for interventions to support equitable and inclusive of non-communicable disease (NCD) prevention and treatment during a HE and; (h) strengthen the implementation of formal coordination and communication mechanisms between the human health/public health, animal health, and climate and health sectors for multisectoral response to zoonotic diseases with a One Health focus.
- 1.2. Supporting health workforce development through: (a) technical advisory services for the development of a multisectoral human resources for health/ health workforce plan in all relevant sectors (including animal and environmental health) to manage events according to IHR provisions and addressing gender gaps, with focus on surge workforce needs for HEs; (b) establishment of regulatory and management mechanisms to enable the swift mobilization of health workers in times of crisis by supporting the development of mapping of personnel from all

sectors; (c) establishment of multidisciplinary surge teams at national, provincial and health zone level and cross border areas; (d) expansion of an existing national field epidemiology training program (field epidemiology training program) at three levels (basic, intermediate and/or advanced) with a One Health focus at selected schools of public health, including strategies to incentivize female participation; (e) support for in-service applied veterinary epidemiology training ; (f) expansion of national training programs for professions, cadres, and sectors critical for delivering health security functions including the One Health approach, and specific strategies to incentivize participation of qualified female staff in trainings at all levels; (g) training of representatives from hunter groups on the impact of breeding on climate change and mitigation measures; and (h) in-service training of staff within selected institutes and universities on HE management on climate change, simulations, workplace safety and IPC.

- 1.3. Supporting access to quality health commodities through: (a) strengthening laboratory capacity and laboratory quality management systems for testing of in process/finished products, including development of national reference standards with selected laboratories and institutes; (b) technical advisory services for establishing standards for a quality health commodities package to include essential RMNCAH supplies; and (c) financing a strategic stockpile of commodities and framework contracts to ensure prompt deliveries of HE commodities during emergencies.
- 1.4. Supporting information systems for HEs and the digitalization of health sector through: (a) development of functional information systems to improve the integration of critical public health, laboratory, healthcare services disruption, environment, port health, and veterinary surveillance data developing; (b) implementation of national protocols, policies, or frameworks for secure cross-border data exchange and storage; and (c) strengthening digital systems for relevant health security sectors in national health budget and/or relevant national strategies.

Part 2: Improving the detection of and response to HEs through a multisectoral approach

- 2.1. Supporting collaborative multisectoral surveillance and laboratory diagnostics by: (a) expanding Integrated Disease Surveillance and Response (IDSR) in selected provinces, including incorporation of data on gender, age, and pregnancy status; (b) expanding routine indicator and event-based surveillance at health facilities and community health structures, with data disaggregated by gender, age, and pregnancy status; (c) expanding epidemic intelligence functions to triage, verify, investigate, and risk assess detected signals at all levels from all surveillance sources, including community-based structures, and the expansion of multi-disciplinary surge rapid response teams for investigation and response in selected provinces; (d) enhancing formal coordination and communication mechanisms

between the human health/ public health, animal health, and environmental health sectors at national and intermediate levels, and to cross-border entities where appropriate; (e) strengthening systems for systematic specimen referral and transport for diagnostics and/or confirmation of all priority diseases at all levels with selected institutes and directorates; (f) strengthening national quality standards at national and intermediate levels, including priority licensing and accreditation of laboratories aligned with basic quality requirements or national laboratory standards, and strengthening laboratory management as well as biosafety and biosecurity; (g) supporting laboratory diagnostics for national human, animal, and environmental priority diseases, emerging infectious and vector-borne diseases, AMR, epidemic-prone, and high-burden NCDs, including the detection of the human papillomavirus for cervical cancer; (h) strengthening the national AMR laboratory-supported surveillance system for emergence and transmission of resistant pathogens at selected laboratories and designated sentinel sites, including the development and implementation of guidelines, training and operational plans to enable appropriate use of antimicrobials in health structures ensuring IPC measures are in place; (i) enhancement of disease surveillance at designated and non-designated points of entry, including expansion of cross-border surveillance, and ensuring data on key demographics; (k) supporting the rehabilitation and/or construction of two laboratories in Boende and Mbuji-Mayi, taking into account gender-specific needs like gender-separated washrooms.

- 2.2. Supporting emergency management, coordination, and essential service continuity including for RMNCAH services by: (a) designing and implementing national and subnational multisectoral HE functional exercises to test preparedness and response capacities, attention to equity, decision-making, and protocols during a HE; (b) supporting the implementation and coordination of joint external evaluations, self-assessment annual reports, the performance of veterinary services, environmental assessments and other IHR capacity assessments, including the gender equality core capacities; (c) developing a national patient referral and counter-referral case management system for emerging infectious diseases, endemic diseases, and NCDs at all levels of health system; (d) developing and implementing a package of essential health services for continuity of essential health services that includes RMNCAH services and supplies, and NCDs in emergencies; (e) supporting patient-centered integrated healthcare provision, strengthening communities of practice, and use of alternative care pathways/ service delivery platforms to prevent service disruption during emergencies (e.g., task shifting and telemedicine) with attention to equitable and inclusive access to services; (f) developing and implementing a strategy for interventions to support equitable and inclusive NCD prevention and treatment during a HE; (g) updating and prioritizing multisectoral HE response operational plans and all-hazards risk profiles based on multi-hazard, gender-specific risk assessments through selected institutes and universities; (h) operationalizing the national public health emergency operations center facility with technology infrastructure with approved standard operating procedures, as well as expansion of epidemiologic intelligence

centers to additional provinces; (i) developing and implementing standardized national clinical case management guidelines and training packages for priority diseases and health hazards at national and intermediate levels, with considerations for equity and inclusion; (j) developing multisectoral all-hazards public HE contingency plans for designated points of entry, integrated into national emergency response plan; (k) implementing the minimum WASH package with the WASH Health Facility Improvement Tool (FIT) tool in healthcare establishments in selected provinces; and (l) expanding service provision and improvements to WASH infrastructure at health facilities for equitable and inclusive access.

- 2.3. Supporting risk communication and community engagement (RCCE), empowerment, and social protection during HEs through: (a) technical advisory services for developing multisectoral RCCE plans, standard operating procedures, guidelines, policies, and procedures for routine and emergency contexts at national and subnational level, to inform decision-making, as well as appropriate safety nets for the most vulnerable; (b) completing stakeholders mapping and support to engagement at national, intermediate, and community levels including female and male religious leaders, civil society, and community-based organizations; (c) establishing two-way community feedback mechanism and communication channels that ensure gender-equitable inclusion to inform multisectoral emergency response strategy; (d) training of RCCE personnel at all levels on transparent, systematic, contextually appropriate, gender-specific and timely communication strategies and methods both across sectors; (e) developing infodemic management plans at all levels including systems for information-gathering on gender-specific perceptions; (f) ensuring gender-equitable engagement of community members and community structures in defining, developing, evaluating, and reviewing health service delivery.
- 2.4. Supporting climate change adaptive emergency preparedness and response by financing: (a) the development of facility-level climate emergency preparedness and management plans, including for climate adaptive infrastructure; (b) trainings and simulations for health workers and administrators on climate and HE preparedness and response at national, decentralized, and community levels; (c) development of an observatory for climate events through the development of a surveillance system by integrating meteorological data, as well as the development and monitoring of climate and health early warning system, for climate shocks, and climate-sensitive diseases; (d) development of a national response plan for flooding focused on the prevention of climate-sensitive diseases; (e) risk assessments for climate shocks and climate sensitive diseases; (f) development and implementation of a WASH climate risk management plan for HEs; and (g) climate-resilient WASH improvements to health facilities for the purpose of reducing the transmission of climate sensitive diseases and flooding.

Part 3: Project Management

- 3.1. Supporting monitoring and evaluation of the Project under the MPA Program through financing for: (a) data collection, analysis and use; (b) technical advisory services for impact evaluations; and (c) the selection and hiring of a TPM Consultant.
- 3.2. Supporting the MPA Program learning agenda through financing the establishment of cross-border learning platforms, learning agenda studies, assessments and evaluations.
- 3.3. Supporting Project coordination and management including procurement, financial management, environmental and social aspects, through the acquisition of goods, provision of technical advisory services, training, and Operating Costs.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. National Steering Committee

The Recipient shall ensure that a national steering committee (“National Steering Committee”) is established no later than thirty (30) days after the Effective Date, and thereafter maintained throughout Project implementation, with terms of reference, composition and roles and responsibilities acceptable to the Association and set forth in the POM, responsible for providing strategic and policy guidance to the Project Coordination Team (PCT) and approving the Annual Work and Plan and Budget.

2. Ministry of Public Health, Hygiene and Prevention – Project Coordination Team

(a) The Recipient shall, through the Project Coordination Team (“PCT”), assure overall and prompt oversight, implementation, including day-to-day management of Project activities, coordination, fiduciary management, procurement, environmental and social impact mitigation, and the preparation of interim financial reports and Project Reports of the Project.

(b) To that end, the Recipient shall, at all times during Project implementation, maintain the PCT functioning under a mandate and with staffing and resources acceptable to the Association, headed by a Project Coordinator and with a composition, each with terms of reference, qualifications and experience satisfactory to the Association, all as set forth in the Project Operations Manual.

(c) Without limitation to the paragraphs above, the Recipient shall: (i) no later than one (1) month after the Effective Date, upgrade the accounting software and program to record the Project’s financial transactions; and (ii) no later than six (6) months after the Effective Date, recruit an external auditor; all in accordance with terms of reference satisfactory to the Association.

3. Regional Advisory Committee

The Recipient shall designate at all times during Project implementation representative(s) to participate in the Regional Advisory Committee, under terms

of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Operations Manual.

4. Third-party monitoring

No later than six (6) months after the Effective Date, or such other date as agreed by the Association, the Recipient shall: (a) select and hire a third party monitoring firm (“TPM Consultant”) with terms of reference, qualifications and experience satisfactory to the Association to monitor the implementation of the Project in accordance with the provisions of this Agreement (including the environmental and social measures and actions included in the ESCP); (b) require the TPM Consultant to prepare and submit monitoring reports, which shall be promptly made available and discussed with the Association; and (c) promptly take any actions, as may be requested by the Association upon its review of the TPM Consultant’s reports.

B. Project Operations Manual

1. The Recipient shall prepare and adopt an implementation manual acceptable to the Association (“Project Operations Manual” or “POM”), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) procurement arrangements; (iv) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (v) monitoring and evaluation; (vi) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (vii) roles and responsibilities of the National Steering Committee and the PCT in the implementation of the Project; (viii) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (ix) 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; (x) details on the composition and working arrangements of the Regional Advisory Committee; and (xi) 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 its adoption, and thereafter ensure that the Project is carried out in accordance with the POM.

3. In case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the POM.

C. Annual Work Plan and Budget

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget (“Annual Work and Plan and Budget”).
2. The Recipient shall exchange views with and seek approval of the Association on each such proposed Annual Work and Plan and Budget and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.
3. Only those activities which are included in an Annual Work and Plan and Budget shall be implemented. Except with the prior and written concurrence of the Association, the Annual Work and Plan and Budget shall not be waived, amended, or otherwise modified to include new activities.

D. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as

specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association 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 Association.
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 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.
6. 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.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and

supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent

Emergency Response Part, with adequate staff and resources satisfactory to Association.

3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

F. Memoranda of Understanding with the Regional Bodies

1. In order to maximize the benefits of regional harmonization for purposes of the Project, no later than six (6) months after the Effective Date, the Recipient shall enter into a separate memorandum of understanding with each of the Regional Bodies (the “MOU”, or in the case of separate memoranda, each an “MOU”), in form and substance satisfactory to the Association, as such MOU shall include provisions to the effect of ensuring that the Recipient shall participate in any activity carried out by the Regional Bodies under the MPA, including *inter alia* training events, workshops, data collection and analysis or knowledge-sharing.
2. The Recipient shall exercise its rights and obligations under the MOU(s) 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 MOU(s) or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of the MOU(s) and those of this Agreement the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

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

Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing 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 under Parts, 1, 2 and 3 of the Project	250,000,000	100%
(2) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	250,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.

2. The Closing Date is March 31, 2029.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 15 and July 15	
commencing July 15, 2034, to and including January 15, 2074	1.25%

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

APPENDIX

Section I. Definitions

1. “AMR” means antimicrobial resistance.
2. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C. of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.E. of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
7. “ECSA-HC” means East, Central and Southern Africa Health Community, a regional organization established and operating under the ECSA Convention.
8. “ECSA Convention” means the Convention of the East, Central and Southern Africa Health Community dated November 22, 2002, which entered into force and effect as of July 1, 1980, in accordance with Article 17 of the Convention, pursuant to which ECSA-HC was established and is operating.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
10. “Emergency Action Plan” means the plan referred to in Section I.E. of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.E. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 18, 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.
13. “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.
14. “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.
15. “Health Emergencies” or “HEs” means any acute or chronic shocks to health systems that by virtue of scale, timing, or unpredictability overwhelm routine capabilities and hinder the provision of essential health services.
16. “IDSR” means Integrated Disease Surveillance and Response Technical Guidelines, Booklet One: Introduction Section. Brazzaville: WHO Regional Office for Africa; 2019 (Third edition). Licence: CC BY-NC-SA 3.0 IGO, as amended from time to time.

17. “IGAD” means Intergovernmental Authority on Development, a regional economic community set up through IGAD Constitutive Agreement, responsible for carrying out the Project.
18. “IGAD Constitutive Agreement” means the agreement establishing the Inter-Governmental Authority on Development of March 21, 1996.
19. “IHR” means the World Health Organization’s International Health Regulations (2005).
20. “IPC” means infection prevention and control.
21. “Ministry of Public Health, Hygiene and Prevention” means the Recipient’s ministry in charge of public health, or any successor thereto.
22. “MOU” means the memorandum of understanding in accordance with section I.F. of Schedule 2 to this Agreement.
23. “MPA Program” means the multiphase programmatic approach program designed to strengthen health system resilience and multisectoral preparedness and response to health emergencies in Eastern and Southern Africa.
24. “NAPHS” means national action plan for health security.
25. “National Steering Committee” means the Recipient’s Steering Committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
26. “NCD” means non-communicable disease.
27. “One Health” means an approach that recognizes that the health of people is closely connected to the health of animals and our shared environment and demands collaboration across three interdependent sectors—animal health (agriculture sector), human health (health sector) and ecosystems (environmental sector)—to prevent, detect and respond to disease threats.
28. “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.
29. “Participating Countries” means the countries participating: (i) in Phase I of the MPA Program, namely Federal Democratic Republic of Ethiopia, Republic of

Kenya, and Democratic Republic of Sao Tome and Principe; (ii) in subsequent phases of the MPA Program including the Recipient under this phase of the MPA Program. “Participating Country” means any one of the Participating Countries.

30. “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.
31. “Project Operations Manual” or “POM” means the Project’s implementation manual referred to in Section I.B of Schedule 2 to this Agreement.
32. “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.
33. “Project Coordination Team” or “PCT” means the “*unite de gestion du programme de developpement du systeme de sante or UG-PDSS*” established by the Recipient and operating pursuant to *Arrete Ministeriel No. 1250/CAB/MIN/SANTE/013/OCTOBER/2020* dated October 28, 2020, as amended from time to time.
34. “RCCE” means risk communication and community engagement.
35. “Regional Advisory Committee” or “RAC” means the committee to be co-convened by the Regional Bodies that shall: (a) be responsible for interregional-level coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (i) providing strategic guidance and oversight; (ii) act as the main mechanism for interregional knowledge exchange and planning, and exploring opportunities for partnerships; and (ii) monitoring and evaluation of Project implementation, and reporting and record keeping; (b) meet semi-annually in the first year of Project implementation and annually thereafter; and (c) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the POM.
36. “Regional Bodies” means the regional and sub-regional organizations participating in this MPA Program, namely IGAD and ECSA-HC, and any other regional body as agreed by the Association and notified in writing to the Recipient, all listed in the POM. “Regional Body” means any one of the Regional Bodies.

37. “RMNCAH” means reproductive, maternal, neonatal, child and adolescent health.
38. “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.
39. “TPM Consultant” means the third-party monitoring consultant referred to in Section I.A.4 of Schedule 2 to this Agreement, responsible for assisting the Recipient in monitoring the implementation of Project activities, including the technical, operational, fiduciary and environmental and social aspects (including compliance with the SEA/SH Action Plan), all in accordance with the relevant terms of reference approved by the Association.
40. “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.
41. “WASH” means water, sanitation and hygiene.
42. “WASH Health Facility Improvement Tool (FIT) tool” means a risk-based, quality improvement tool for health care facilities, covering key aspects of WASH services: water; sanitation; hand hygiene; environmental cleaning; health care waste management; and selected aspects of energy, building and facility management in accordance with guidance issued by the World Health Organization (WHO) and the United Nations Child’s Fund (UNICEF).

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service

Charge” or “Service Charges” in any provision of the General Conditions is deleted.