



Date: 29-Jun-2023

Honorable Neal Rijkenberg
Minister for Finance
Ministry of Finance Building
P.O. Box 443
Mhlambanyatsi Road
Mbabane
ESWATINI

***Reference: Kingdom of Eswatini
COVID-19 Emergency Response Project (Loan No. 9098-SZ) and
Additional Financing for COVID-19 Emergency Response Project (Loan No. 9231-SZ and
(HEPR Grant No.-TF0B5461)***

***Amendment to the Original Loan Agreement
Amendment to the Additional Financing Loan Agreement
Amendment to the Additional Financing Grant Agreement***

Dear Hon. Minister Rijkenberg,

We refer to: (a) the Original Loan Agreement between the Kingdom of Eswatini (“Borrower”) and the International Bank for Reconstruction and Development (“Bank”), dated April 29, 2020; (b) the Additional Financing Loan Agreement between the Borrower and the Bank, dated September 26, 2021 (collectively, “Loan Agreements”); and (c) the Additional Financing Grant Agreement between the Borrower and the Bank acting as administrator of the Health Emergency Preparedness and Response Fund, dated September 26, 2021 (“Grant Agreement”), for the above-referenced Project. We also refer to the letter from the Minister of Finance dated June 16, 2023, requesting changes to the Loan Agreements and Grant Agreement. Please note that capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Loan Agreements and Grant Agreement.

We are pleased to advise you that the Bank agrees to your request and hereby proposes to amend the Loan Agreements and Grant Agreement as follows:

1. The Project Description in Schedule 1 to the Loan Agreements and the Grant Agreement is amended to read as set forth in the Annex to this Amendment Letter.

2. Section I.A.1 of Schedule 2 (Project Execution) to the Loan Agreements and Grant Agreement is amended to read as follows:

“The Borrower shall maintain during Project implementation, the Emergency Inter-Cluster Coordination Committee, with composition, functions, and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, which shall: (a) be chaired by the chief executive officer of the National Disaster Management Agency; and (b) be responsible for intersectoral coordination and technical advice, guidance, and oversight.”

3. Section I.A.2 of Schedule 2 to the Loan Agreements and Grant Agreement is amended as follows:

“The Borrower shall maintain during Project implementation, within MoH and with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank:

- (a) a national public health emergency committee; which shall: (i) chaired by Director Health Service from MOH or designee ; (ii) comprise, *inter alia*, public health emergency technical leads and experts and representatives from development partners; (iii) be responsible for providing technical oversight of Project activities (“Public Health Emergency Management Committee” or “PHEMCO”). Notwithstanding the afore-mentioned, the PHEMCO shall maintain regional response committees: which shall: (iv) be chaired by emergency response and preparedness officers within each region (being members of the regional health management teams); and (v) comprise, *inter alia*, of regional nurse managers and designated allied workers responsible for evacuation, isolation of patients and contact tracing;
- (b) a senior management team, which shall: (i) be chaired the Principal Secretary of MOH; and (ii) be responsible for providing the necessary resources and overall strategic guidance for Project implementation; and
- (c) the DPP and the Expanded Program on Immunization under the Public Health Unit, which shall be responsible for rolling out the Project COVID-19 Vaccines.”

4. Section I.A.3 of Schedule 2 of the Loan Agreements and Grant Agreement is amended to read as follows:

“Core Implementation Team

The Borrower shall maintain, during Project implementation a full core implementation team with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, which shall: (a) be led by a Project coordinator and comprise MOH staff and technical experts; (b) report to the Principal Secretary of MOH; and (c) be responsible for implementing and coordinating all Project activities, preparing the annual work plans and budget, monitoring and evaluating Project implementation, and carrying out all Project procurement, financial management,

environmental and social aspects (“Core Implementation Team”). Notwithstanding the above-mentioned, the Borrower shall, by no later than one (1) month after the Effective Date, appoint and/or hire one (1) administrator, one (1) procurement specialist, and one (1) communications specialist, all with experience and terms of reference satisfactory to the Bank, who shall be assigned to work within the Core Implementation Team and be responsible for supporting the rolling out the deployment and distribution of Project COVID-19 Vaccines.”

5. Section I.B.3 of Schedule 2 to the Loan Agreements and Grant Agreement is amended to read as follows:

“National Deployment and Vaccination Plan for COVID-19

3. Without limitation to Section B.1 above, in order to ensure adequate implementation of Part 1.4 of the Project, the Borrower shall prepare and adopt a national deployment and vaccination plan for COVID-19 vaccine delivery and distribution (“National Deployment and Vaccination Plan for COVID-19”), as part of the Project Implementation Manual, in form and substance satisfactory to the Bank, which shall include:
- (a) 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;
 - (b) 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;
 - (c) rules and procedures for processing and collection of Personal Data in accordance with national law on Personal Data protection and good international practice; and
 - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.”
4. The Borrower shall carry out the Project in accordance with the National Deployment and Vaccination Plan for COVID-19. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the provisions of the National Deployment and Vaccination Plan for COVID-19 without prior approval of the Bank. In the event of any conflict between the provisions of the National Deployment and Vaccination Plan for COVID-19 and this Agreement, the provisions of this Agreement shall prevail.”
6. The following definitions are deleted from the Appendix to the Loan Agreements and Grant Agreement:

“National Emergency Management Committee” or “NEMC” means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

“National Emergency Task Team” or “NETT” means the team referred to in Section I.A.1 of Schedule 2 to this Agreement.

“National Public Health Emergency Committee” or “NPHEC” means the committee referred to in Section I.A.2(a) of Schedule 2 to this Agreement.

“Vaccine Delivery and Distribution Manual” means the Borrower’s manual referred to in Section I.B.3 of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank’s prior written approval.

7. The following definition is added to the Appendix to the Loan Agreements and Grant Agreement:

“Disaster Management Act” means the Borrower’s Disaster Management Act No.1 of 2006.

“Emergency Inter-Cluster Coordination Committee” means the Borrower’s committee established pursuant to Section 22 of the Disaster Management Act, 2006 and referred to in Section I.A.1 of Schedule 2 to the Agreement.

“National Deployment and Vaccination Plan for COVID-19” means the Borrower’s COVID-19 national deployment and vaccination plan dated January 2021 and referred to in Section I.B.3 of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank’s prior written approval.

“National Disaster Management Agency” means the Borrower’s principal institution for disaster management established pursuant to the Disaster Management Act of 2006 and responsible to promote an integrated and coordinated system of disaster management focused on decreasing vulnerability and increasing preparedness and mitigation capacity.

“Public Health Emergency Management Committee” or “PHEMCO” means the Borrower’s committee established pursuant to the Mbabane-Hilton Garden Inn Agreement dated July 8, 2022, for the purpose of strengthening the national public health emergency management system and referred to in Section I.A.2 of Schedule 2 to the Agreement.

All provisions of the Loan Agreements and Grant Agreement which are not expressly modified in accordance with this Amendment Letter remain unchanged.

Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Bank. Upon receipt by the Bank of said original countersigned by the authorized representative of the Borrower and dated, this amendment shall become effective as of the date of countersignature of this Amendment Letter.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Marie Françoise Marie-Nelly

Marie Françoise Marie-Nelly
Country Director for Eswatini, Botswana, Lesotho, Namibia and South Africa
Africa Region

**AGREED:
KINGDOM OF ESWATINI**

By: *Hon. Minister Neal Rijkenberg*
Authorized Representative

Name: Hon. Minister Neal Rijkenberg

Title: Minister Finance Eswatini

Date: 10-Jul-2023

SCHEDULE 1

Project Description

The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in Eswatini.

The Project is part of the MPA Program, and consists of the Original Project and the additional activities set forth under Parts 1.4 and 3 below:

Part 1: Emergency COVID-19 Response

1. Strengthening COVID-19 case detection, confirmation, contact tracing, recording and reporting through *inter alia*: (a) strengthening disease surveillance systems and in-country testing capacity through scaling up rapid near patient molecular testing and other testing technologies, including strengthening health facilities, the National Reference Laboratory (NRL), and other public health laboratories in specimen collection, packaging, storage, shipment and epidemiological capacity for early detection and confirmation of cases; (b) combining detection of new cases with active contact tracing; (c) supporting epidemiological investigation; (d) strengthening risk assessment; (e) strengthening screening, isolation and follow up of travelers at point of entry; and (f) providing on-time data and information for guiding decision-making, response and mitigation activities.
2. Strengthening the health system for COVID-19 preparedness planning through; *inter alia*:
 - (a) assisting the health care system for preparedness planning to provide optimal medical care, maintain essential community services and minimize risks for patients and health personnel by, *inter alia*: (i) providing training on risk for health facilities' staff and front-line workers on risk mitigation measures; and (ii) providing health facilities' staff with appropriate protective equipment, water supply, sanitation, hygiene materials and health care waste management services;
 - (b) strengthening clinical capacity through, *inter alia*:; (i) developing treatment guidelines and hospital infection control guidelines; (ii) establishing local isolation units in selected hospitals; and (iii) providing clinical training to health workers on widespread infection control; and
 - (c) relieving the burden on inpatient and outpatient health care services through *inter alia*: (i) recruit temporary surge capacity for service delivery; (ii) reorganizing, repurposing and equipping selected health facilities (including the Lubombo referral hospital and the Raleigh Fitkin Memorial hospital) for the delivery of critical medical services and increased demand of services due to the outbreak; (iii) developing intra-hospital infection control measures; and (iv) procuring fully equipped ambulances for highly infectious diseases.

3. Improving the implementation of social distancing measures and strengthening communications preparedness through *inter alia*: (a) developing guidelines for managing at risk groups, including elderly isolation, pension pick-up situations and people with HIV and other chronic conditions; (b) carrying out behavior change communication activities that: (i) support cost-effective and sustainable methods including promoting handwashing, food hygiene, and safe water practices through various communication channels (e.g. via mass media, counseling, schools, workplace), and (ii) are integrated into specific ongoing outreach activities of Borrower's ministries and sectors, especially ministries of health, education, agriculture, and transport; (c) carrying out two-way communication activities to raise awareness, knowledge and understanding among the general population on the risk and potential impact of the pandemic; (d) supporting community mobilization through trained community health workers, religious leaders and traditional healers; and (e) developing and distributing basic communication materials on COVID-19 including, *inter alia*: (i) question and answers sheets and fact sheets in Siswati; and (ii) general preventative measures for the general public such as "dos" and "don'ts"; (iii) information and guidelines for health care providers; (iv) training modules (web-based and printed); (v) presentations, slide sets, videos and documentaries; and (vi) symposia on surveillance, treatment and prophylaxis.
4. Providing assistance in the urgent efforts to respond to the COVID-19 pandemic through: (a) supporting the Borrower's health sector in accessing vaccine purchase mechanisms, purchasing and deploying Project COVID-19 Vaccines; (b) strengthening the Borrower's institutional framework to enable safe and effective deployment of Project COVID-19 Vaccines, including: (setting up accountability, grievances and citizen and community engagement mechanisms; and (c) supporting the development of the Borrower's infrastructure, immunization systems, and service delivery capacity for the deployment of Project COVID-19 Vaccines, including supporting vaccine-related delivery, risks communication and advocacy, health personnel training, supervisory, transport and logistics, medical waste management and enhancement information management systems and activities.

Part 2: Strengthening Capacity in Preparedness for Health Emergencies

Strengthening the Borrower's capacity in preparedness for health emergencies, including: (a) strengthening the surveillance system and enhancing analytical capacity for real-time rapid reporting and analysis of surveillance data; (b) supporting simulations to regularly evaluate and enhance health emergency preparedness; (c) preparing and equipping the health system and facilities to respond to future health emergencies; (d) strengthening capacity for national health emergency rapid procurements; and (e) strengthening capacity of frontline health workers to respond effectively to health emergencies including victims of violence.

Part 3: Implementation Management and Monitoring and Evaluation

1. Carrying out Project management activities, including: (a) strengthening public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities; (b) carrying out financial management and procurement requirements of the Project; (c) strengthening existing structures through the recruitment of additional staff/consultants responsible for overall administration, procurement, and financial management; (d) carrying out Project

coordination activities; and (e) strengthening existing data and monitoring systems for vaccine deployment, data collection, analysis and reporting for action and decision-making

2. Carrying out monitoring and evaluation of the Project, including; (a) monitoring and evaluating prevention and preparedness; and (b) joint-learning across and within countries.