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CREDIT NUMBER 7383-CI

# Financing Agreement

(Extension and Innovation Project as phase 1 of the Health, Nutrition and Early  
Childhood Development Multiphase Approach Program)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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**CREDIT NUMBER 7383-CI**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF CÔTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS, (A) the Recipient wishes to carry out a set of activities described in Schedule 1 to this Agreement.

(B) In addition to its own resources, the Recipient has requested the following financing to contribute to the financing of its Project:

(i) a grant in the amount of US\$ 20,000,000 from the Association/the Bank acting as the administrator of the Global Financing Facility;

(ii) a grant in the amount of US\$ 5,000,000 from the Association/the Bank acting as the administrator of the Early Learning Partnership Multidonor Trust Fund;

(iii) a grant in the amount of US\$ 6,500,000 from the Association/the Bank acting as the administrator of a single donor trust fund which would be established to channel funds from the Global Fund; and

(iv) a credit in the amount of 187.400.000euro (approximately equivalent to US\$ 200,000,000) from the Association using its own resources.

NOW, THEREFORE, The Recipient and the Association 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 Euros one hundred and eighty-seven million and four hundred thousand (€187,400,000 €) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("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 Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall 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 developed and adopted the Project Implementation Manual in accordance with Section I.B of Schedule 2 to this Agreement;
  - (b) the Recipient has established the SC in accordance with Section I.A.1 of Schedule 2 to this Agreement;
  - (c) each of the Implementing Agencies has designated its focal point, with qualification and experience acceptable to the Association, to be responsible for coordination and day-to-day management of activities internally (including within their operational branches at the central, regional, and district/ departmental level), and close collaboration with, and reporting on the implementation of Project activities to, the PCU; and
  - (d) the Recipient has prepared and disclosed the SEP in accordance with the provisions of the ESCP.

- 4.02 The Effectiveness Deadline is the date ninety (90) 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 Economy and Finance  
Avenue Marchand X Rue Lecoœur  
Immeuble SCIAM  
BP V 163 Abidjan  
Côte d'Ivoire; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(+225) 27 20 30 25 28	c.infomef@finances.gouv.ci

- 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:	E-mail:
248423 (MCI)	1-202-477-6391	bureaudirecteur@worldbank.org

AGREED as of the Signature Date.

**REPUBLIC OF CÔTE D'IVOIRE**

**By**

*AdCoulibaly*

\_\_\_\_\_  
**Authorized Representative**

**Name:** \_\_\_\_\_  
AdCoulibaly

**Title:** \_\_\_\_\_  
Minister of Economy and Finance

**Date:** \_\_\_\_\_  
18-Jul-2023

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Marie-Chantal Uwanyiligira*

\_\_\_\_\_  
**Authorized Representative**

**Name:** \_\_\_\_\_  
Marie-Chantal Uwanyiligira

**Title:** \_\_\_\_\_  
Country Director

**Date:** \_\_\_\_\_  
14-Jul-2023

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to increase utilization of quality health, nutrition and early years development services, particularly for women, children, and poor populations, in targeted regions.

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

#### Part 1: Strengthen and Expand the Social Health Protection System

Part 1.1: Operationalize and scale up the CMU, by: (a) supporting enrollment of the population into the CMU through enrollment campaign, processing of administrative documents, premia and copayments of the most vulnerable, development of a coordinated unified information system of beneficiaries, strengthening of systems for premia collection, rehabilitation/construction of social centers and technical assistance to the DIT; (b) expanding the network, tools, equipment and resources, and capacities of the CMU agents in health facilities; (c) strengthening the CMU digital management systems with equipment and technical standards, policies and protocols for their interoperability including on data security, privacy, and access management; (d) developing and testing an emergency response mechanism to health shocks; and (e) building capacity to strengthen CMU administration, governance and financial sustainability at the national and sub-national level.

Part 1.2 Institutionalize Performance-based financing and support health financing reforms, by: (a) rolling-out and scaling-up the national PBF grant system for health facilities, central directions of MSHP-CMU, national health programs, private primary health facilities and health facilities in schools; and piloting of a PBF approach at the community level through the contracting of Regional Councils, FRANCs and community health workers; (b) operationalizing of the roadmap aimed at integrating PBF reform into national health and public financial management systems, including capacity strengthening of local structures; (c) strengthening the performance of the health facilities in fragile regions, including through the provision of PBF grants and capacity building activities, including on sexual violence, mental health and climate sensitive emergency and preparedness; (d) implementing and supervising PBF programs, including digitalization, verification and payments; and (e) providing technical assistance for the development and implementation of health financing reforms.

#### Part 2: Improve Quality of Health, Nutrition and Early Childhood Development Services

Part 2.1 Improve human resources management, by: (a) strengthening the human resource management framework (rehabilitation and equipment of training centers, digital

systems and strengthening of the planning, management, monitoring and evaluation functions), and developing and implementing a workforce rationalization plan; (b) enhancing the medical and nursing/midwife training program, providing incentives and paying school fees for trainees committed to work in remote and rural regions; (c) carrying out in service training of health personnel and implementing a program of immersion of general practitioners in regional and tertiary hospitals; and (d) providing hardship allowance, accommodation and relocation grants to fill vacancies in the most deprived areas (and verification).

Part 2.2 Improve availability of essential medicines and nutritional inputs, by: (a) strengthening supply chain management of drugs and nutrition inputs including IT systems; (b) rehabilitating pharmacies; (c) procuring and deploying essential medicine, vaccines and nutrition inputs; (d) strengthening collection and disposal of unusable pharmaceutical products; and (e) rehabilitating and equipping regional blood banks and transfusion centers.

Part 2.3 Strengthen governance, by: (a) operationalizing (training, logistic and office equipment) an authority in charge of accreditation and certification of health facilities; (b) developing and strengthening quality assessment tools for health, nutrition and early childhood development services; (c) constructing and equipping offices (including IT) for the national health management information system; (d) providing technical assistance to DEPPS for: (i) the establishment of governance functions related to data systems, quality of care and standards for private facilities, and (ii) the management of private sector contracts and public private partnerships for service delivery; (e) maintaining and strengthening mobilization, multisectoral governance and coordination platforms for community nutrition and early childhood development services; and (f) providing technical assistance for the operationalization of regional health poles.

Part 2.4 Increase quality of clinical, radiology and laboratory services through public private partnerships, by: (a) supporting the analytical work for the preparation of financing model involving the private sector, including the analysis of various options, market, legal and other relevant studies and skill transfer and capacity building activities; (b) providing to the public resources needed for the construction or refurbishing, equipment, maintenance and operation of imaging and laboratory units in partnership with private partners, as reflected in the contractual PPP arrangements, with a focus on improving access for the poor and underserved; (c) strengthening PPP implementation capacity of CNP-PPP; and (d) providing technical assistance on the feasibility and establishment of a concessional loan financing facility for small-sized loans to private health providers to support their integration into the CMU.

Part 2.5 Equip health facilities and expand water, sanitation and hygiene services, by: (a) installing climate-sensitive water and sanitation services and connecting them to sources of electricity (including off-grid solar energy in rural settings); (b) equipping rehabilitated primary health facilities with sanitation equipment and medical waste

management systems; and (c) strengthening the biomedical waste collection and disposal system.

Part 3: Strengthen Delivery of Nutrition, Early Childhood Development and Reproductive, Maternal, Neonatal, Child and Adolescent Health and Nutrition Services

Part 3.1 Strengthen the delivery of nutrition and early childhood development services in the communities, by: (a) rolling out of comprehensive packages of nutrition specific and early learning interventions, carrying out interventions to strengthen households and community resilience, improve sanitation and hygiene and empower women, with community mobilization strategies and dissemination of knowledge; (b) strengthening nutrition services in health facilities and social centers; (c) strengthening synergies between ministries (responsible for health, education, agriculture, social protection and interior and water) and community nutrition, through: (i) outreach, diversification and integration modules and tools/materials, training, research and (ii) childcare services; and (d) improving the quality and accessibility of the services provided through health and nutrition community service delivery platforms .

Part 3.2 Strengthen the delivery of reproductive, maternal, neonatal, child and adolescent health and nutrition services, by providing and deploying mobile ultrasound clinics, health and family planning service delivery modules and sexual and reproductive health services for adolescents and youth in isolated rural communities.

Part 3.3 Create demand and stimulate behavior change, by carrying out activities for the mobilization of communities and strengthening of the community dialogue and social accountability and inclusion (including training of government actors and establishment of tools and strategies, development and implementation of social and behavior change communication with a gender and social inclusion integration plan, and knowledge and information sharing).

Part 4: Institutional Strengthening, Monitoring and Evaluation and Project Management

Institutional strengthening of the capacity of: (a) the lead implementing entities to plan, implement, evaluate and coordinate the activities implemented under the Project; and (b) the Project Coordinating Unit for coordination, procurement, financial management, environmental and social management and communication of the Project as well as the establishment and implementation of a monitoring and evaluation framework.

Part 5: Contingent Emergency Response Component

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



## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements.**

The Recipient shall ensure that the following key implementation arrangements are maintained throughout the period of implementation of the Project.

##### **1. Inter-ministerial Steering Committee**

- (a) The Recipient shall maintain a committee (“Steering Committee” or “SC”) for the Program and the Project, with terms of reference, composition and resources acceptable to the Association.
- (b) Without limitation to the generality of Section I.A.1(a) of this Schedule, the SC shall: (i) is chaired by the Minister of MSHPCMU or his representative, and include representatives of the Recipient’s key ministries and national agencies involved in the implementation of the Project, ARDCI, and the private health sector, civil society and local authorities; (ii) be responsible for providing oversight and orientation, advise on the Program and the Project on strategic directions, approve the Annual Work Plans and Budgets, ensure effective collaboration and cooperation between all key stakeholders, review the Project Reports; and (iii) is supported by a technical committee for the monitoring of the Project.

##### **2. The Project Coordinating Unit**

- (a) The Recipient shall maintain the PCU with terms of reference, composition and resources acceptable to the Association.
- (b) Without limitation to the generality of Section I.A.2(a) of this Schedule, the PCU: (i) shall maintain key staff in adequate numbers, each with terms of reference, qualifications and experience acceptable to the Association, including a coordinator, a deputy-coordinator, and specialists in the areas of procurement, financial management, accounting, monitoring and evaluation, environmental and social impacts as described in the ESCP, and communication, with sufficient availability to work for the Project; and (ii) shall be responsible for overall Project coordination including reporting, communication, fiduciary management, monitoring and evaluation, preparation and implementation of Annual Work Plans and Budgets, coordination of external audits, consolidation of Project data,

management of the relationships with the Association, and provision of support to Regional Councils, all in close collaboration with the Implementing Agencies, through their respective focal points.

- (c) Without limitation to the generality of Section I.A.3(a) and (b) of this Schedule, the Recipient shall recruit or assign, no later than three (3) months after the Effective Date, the following additional key staff to strengthen the PCU: (i) one (1) deputy-coordinator specialized in multisectoral nutrition interventions; (ii) one (1) specialist in social insurance; and (iii) additional environmental and social specialists as described in the ESCP.
- (d) Without limitation to the generality of Section I.A.3(a), (b) and (c) of this Schedule, the Recipient shall recruit or assign, no later than five (5) months after the Effective Date, the following additional key staff: one (1) additional financial management specialist and two (2) accountants based in the PCU and three (3) accountants to be made available to GDPS and SE-CONNAPE.

## **B. Manuals**

### **1. Project Implementation Manual**

- (a) The Recipient shall maintain, throughout the period of implementation of the Project, its manual or set of manuals for the Project (in each case the “Project Implementation Manual” or “PIM”) in form and substance acceptable to the Association, which shall contain: (i) a detailed and sequenced description of the Project activities with a timeline and ongoing planning and budgeting procedures and staffing plan; (ii) descriptions and guidelines for the application of all implementation, monitoring and evaluation arrangements, reporting, financial management procedures, contract management, grievance redress mechanism, procurement procedures and procedures to implement to comply with the Anticorruption Guidelines and the Environmental and Social Standards, including resources building plans and inspection matters; (iii) detailed arrangements for the implementation of activities of the Project in areas affected by violence and conflicts to mitigate the risks related to insecurity; (iv) guidance on the access, safekeeping and management of personal data; and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementing the Project.
- (b) The PIM shall also include an obligation to consult with the Association on a regular basis on the security situation in the area of implementation of the Project, and to submit to the Association’s prior approval any

decision to involve security agencies or the military in the implementation of Project's activities, in order to enable the Association to assess the compliance with its mandatory policies and the acceptability of the mitigation measures designed by the Recipient to mitigate the risks which may result from the implementation of such a decision.

2. For the implementation of Part 1.1 of the Project, the Recipient shall, no later than three (3) months after the Effective Date or such other date which has been agreed between the Recipient and the Association, develop its National CMU Procedural Manual containing procedural guidance on the operation and management of the CMU, in a manner, form, and substance acceptable to the Association.
3. For the implementation of Part 1.2 of the Project, the Recipient shall update its PBF Procedural Manual no later than three (3) months after the Effective Date or such other date which has been agreed between the Recipient and the Association, in a manner, form, and substance acceptable to the Association. Without limitation to the immediately foregoing provision, the PBF Procedural Manual shall include the rules, methods, guidelines and procedures for the carrying out of the Performance-Based Payments, including the following: (a) implementation arrangements; (b) flow of funds and mechanisms for provision of Performance-Based Payments; (c) results verification protocols; (d) penalties and sanctions for over-reporting by health facilities; (e) eligibility criteria for the selection of Participating Health Facilities, ACVs and the Independent Counter-Verification Entity; (f) unit costs for the Package of Activities; (g) a model form for Performance-Based Contracts; and (h) the performance-based indicators ("the PBF Procedural Manual").
4. The Recipient shall refrain from amending, suspending, waiving, and/or voiding any provision of the PIM, the National CMU Procedural Manual or the PBF Procedural Manual, whether in whole or in part, without the prior written concurrence of the Association. The Recipient shall afford the Association a reasonable opportunity to review such manual or revision and shall thereafter adopt said manual as shall have been approved by the Association.
5. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the PIM, the National CMU Procedural Manual and the PBF Procedural Manual. In the event of a conflict between the provisions of the PIM, the National CMU Procedural Manual or the PBF Procedural Manual and those of this Agreement, the provision of this Agreement shall prevail.

**C. Annual Work Plans and Budgets**

1. The Recipient shall, not later than one (1) month after the Effective Date for the Fiscal Year in which this Agreement shall become effective, and November 30 of each subsequent Fiscal Year, consolidate and furnish to the Association for the

Association's no objection, a consolidated annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget which shall include the funds from the Financing, Counterpart Funds, as well as any other funds which are or may become available for the implementation of the Project.

2. Without limitation to the provision of Section I.C.1 of this Schedule, each annual work plan and budget prepared under Section I.C.1 of this Schedule shall set forth:  
(a) a detailed description of the planned activities, including any proposed conferences and training, under the Project for the period covered by the plan;  
(b) the sources and proposed use of funds therefore; (c) procurement and environmental and social safeguards arrangements therefor, as applicable, and;  
(d) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
3. The Recipient shall exchange views with the Association on each such proposed consolidated annual work plan and budget and take into account comments which the Association may have before finalizing its annual work plan and budget not later than one (1) month after the date referred to in Section I.C.1 of this Schedule (once finalized, an "Annual Work Plan and Budget").
4. The Recipient shall carry out the activities included in each of the Annual Work Plans and Budgets during the Fiscal Year to which they relate. Annual Work Plans and Budgets may be revised during the Fiscal Year to which they relate, with the prior written agreement of the Association.

**D. Counterpart Fund.**

1. Without limitation to Section 5.03 of the General Conditions, the Recipient shall pay an amount of not less than the Recipient's contribution to the PBF and the PPP, Land Expenditures, and payments to civil servants, if any, all as reflected in the Annual Work Plans and Budgets.

**E. 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 immediately above, if sixty (60) days prior to the Closing Date (or such other date which the Association considers adequate in light of this shortcoming), 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 (or such other date which the Association considers adequate in light of this shortcoming), 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.

**F. Performance-based financing of health facilities**

1. For the implementation of Part 1.2(a) of the Project the Recipient shall enter into Performance-Based Contracts with Participating Health Facilities on the basis of terms and conditions and following a procedure and implementation arrangements which shall all be described in detail in the PBF-Manual.
2. Without limitation to the immediately foregoing provision, the Recipient shall comply with the following obligations:
  - (a) The Recipient shall establish, prior to the start of the activities under Part 1.1(a) of the Project, and thereafter maintain, at all times during the implementation of Part 1.1(a) of the Project, the PBF Steering Committee, with a mandate, composition and resources satisfactory to the Association (“PBF Steering Committee”). Without limitation to the immediately preceding provision, the PBF Steering Committee shall be responsible for overseeing implementation of Part 1.1(a) of the Project and report to the Steering Committee.
  - (b) The Recipient, represented by one or more Contracting and Verification Agencies (ACVs), shall enter into Performance based contracts with eligible Participating Health Facility on the basis of the template attached to the PBF Procedural Manual, which shall include the following key provisions:

- (i) the responsibilities and obligations of each party; a description of the Package of Activities to be provided by the Participating Health Facility and the technical, administrative and fiduciary aspects of its participation to the implementation and the use of funds under Part 1.1(a) of the Project, including *inter alia*: number of beneficiaries targeted; disbursement requirements and procedures; payment modalities; verification and counter-verification modalities; and other relevant clinical, financial and administrative data required pursuant to the Recipient's health information regulations;
- (ii) the obligations for Participating Health Facilities to:
  - (A) carry out their activities under the Performance-Based Contracts with due diligence and efficiency and in accordance with sound public health, environmental and social and administrative standards and practices acceptable to the Association, in particular in accordance with this Agreement, the PBF Procedural Manual, and associated documents;
  - (B) comply with the Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations;
  - (C) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations and expenditures received pursuant to its Performance-Based Contract and submit its financial statements to the Recipient; and
  - (D) enable the Association and the Recipient to inspect its facilities, operations and any records and documents relevant to the Performance-Based Contract; and prepare and furnish to the Association and Recipient all such information as either shall reasonably request relating to the Performance-Based Contracts.
- (c) The Recipient shall:
  - (i) exercise its rights and carry out its obligations under each Performance-Based Contract in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purpose of the Financing; and

- (ii) except as the Association shall otherwise agree, the Recipient shall not sign, amend, abrogate, repeal, terminate, waive or fail to enforce any Performance-Based Contract or any of its provisions.
- (d) The Recipient shall:
  - (i) for purposes of *ex ante* verification prior to the provision of Performance-Based Payments, appoint and maintain ACVs, under terms and conditions acceptable to the Association, including the obligation of ACVs to: (i) carry out activities in accordance with this Agreement, the PBF Procedural Manual, and associated documents; (ii) comply with the Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and (iii) monitor and evaluate the Project in accordance with Section II of this Schedule 2; and
  - (ii) for purposes of *ex post* verification following the provision of Performance-Based Payments during the implementation of the Project: coordinate semi-annual verifications in accordance with the modalities specified in the PBF Procedural Manual.
  - (iii) for purposes of counter verification of Performance-based Payment requests:
    - (A) select and contract throughout Project implementation, an Independent Counter-Verification Entity, to conduct independent third-party counter-verifications and with experience and qualifications in the health and social sectors acceptable to the Association, pursuant to the Procurement Regulations and in accordance with terms of reference satisfactory to the Association, for the carrying out of technical reviews of agreed results during Project implementation, particularly focused on compliance with the verification protocols included in the PBF Procedural Manual;
    - (B) cause the Independent Counter-Verification Entity to carry out during Project implementation regular checks, at a frequency agreeable to the Association, and thereafter prepare after each verification a report specifying the number of Packages of Activities performed by a Participating Health Facility in any given period and including the supporting documentation, as specified in



the PBF Procedural Manual and the Performance-Based Contracts; and

- (C) furnish to the Association as soon as available, the reports of the Independent Counter-Verification Entity, in support of the withdrawal requests for Performance-based Payments which shall be made submitted to the Association in accordance with the Disbursement and Financial Information Letter.
- (iv) If, at any time, the Association determines that any portion of the amount disbursed by the Association to the Recipient under Category (3) was used in a manner which did not comply with the provisions of this Agreement and the PBF-Manual and notifies the Recipient of the amount of disbursement under Category (3) which has been misused, the Recipient shall promptly refund such amount to the Association.

**G. Contingency Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 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.

**Section II. Project Monitoring, Reporting and Evaluation**

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.

**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:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be Financed (Inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Incremental Operating Costs and Training for the Project, <u>but expressly excluding from this Category</u> : (a) Goods, works, non-consulting services, consulting services, and Training for Part 1.1 of the Project; (b) Performance-Based Payments under Part 1.2 (a) of the Project; (c) Land Expenditures; and (d) Emergency Expenditures under Part 5 of the Project.	107,660,000	Such percentage indicated in the Annual Work Plan and Budget approved by the Association for the relevant period
(2) Goods, works, non-consulting services, consulting services, and Training for Part 1.1 of the Project and Performance-Based Payments under Part 1.2 (a) and (b) of the Project.	79,740,000	Such percentage indicated in the Annual Work Plan and Budget approved by the Association for the relevant period
(3) Emergency Expenditures.	0	100%
<b>TOTAL AMOUNT</b>	187,400,000	

**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 expenditures under Category (2), unless and until the Association has notified the Recipient in writing that it agrees that the following conditions of disbursement have been satisfied: (i) the Recipient has prepared its National CMU Procedural Manual in accordance with Section I.B.2 of Schedule 2 to this Agreement; (ii) the Recipient has updated the PBF Procedural Manual in accordance with the provisions of Section I.B.2 of

Schedule 2 to this Agreement; and (iii) the Recipient has designated the General Manager of the CMU within the MSHPCMU; and

- (c) for Emergency Expenditures under Category (3), unless and until:
  - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include activities in the CERC of the Project in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
  - (ii) the Recipient has prepared and disclosed all Safeguard Instruments required for activities in the CERC of the Project, and has implemented any actions required pursuant thereto, all in accordance with the provisions of Section I.G. of Schedule 2 to this Agreement;
  - (iii) the Recipient has ensured that the Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.G. of Schedule 2 to this Agreement, for the purposes of activities in the CERC of the Project; and
  - (iv) the Recipient has approved and maintained the CERC Manual in form and substance acceptable to the Association pursuant to Section 1.G. of Schedule 2 to this Agreement.

2. The Closing Date is June 30, 2028.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each March 15 and September 15:	
commencing September 15, 2028 to and including March 15, 2048	<b>1.65%</b>
commencing September 15, 2048 to and including March 15, 2053	<b>3.40%</b>

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

## APPENDIX

### Definitions

1. “Annual Work Plan and Budget” means the plan and corresponding budget to be prepared annually by the Recipient in accordance with Section I.C.1 and 2 of Schedule 2 to this Agreement, which has been finalized in a manner which incorporates the comments provided by the Association in accordance with Section I.C.3 of Schedule 2 to this Agreement.
2. “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.
3. “ARDCI” means *Assemblée des Régions et Districts de Côte d’Ivoire*, a public utility association registered in Côte d’Ivoire, established for the strengthening of regional officials’ capacity and information and supporting the concertation between the regions and authorities and other national or international third parties.
4. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
5. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed as a percentage per annum.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CERC Manual” means the manual referred to in Section G.1 (a) 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 Operational Manual.
8. “CMU” means *Couverture Maladie Universelle*, the Recipient universal health insurance scheme established by the Recipient’s law no. 2014-131 dated March 24, 2014 *instituant la couverture maladie universelle*.

9. “CNP-PPP” means “*Comité national de pilotage pour les partenariats public privé*”, the Recipient’s steering committee in charge with public private partnership matters.
10. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
11. “Côte d’Ivoire” means the territory of the Recipient.
12. “Counterpart Funds” means the amount of financing to be provided by the Recipient for the Project pursuant to Section I.D of Schedule 2 to this Agreement.
13. “DEPPS” means the Recipient’s directorate responsible for private health structure and health professionals, or any successor thereto.
14. “DGPS” means *Direction Générale de la Protection Sociale*, the Recipient’s directorate responsible for social protection, or any successor thereto.
15. “DIT” means *Direction de l’Inspection du Travail*, the Recipient’s directorate responsible for labor inspection, or any successor thereto.
16. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section G.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
17. “Emergency Action Plan” means the plan referred to in Section G.1(b), detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
18. “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.
19. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 7, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
20. “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.

21. “Fiscal Year” means a period of twelve consecutive calendar months starting on January 1 each year.
22. “FRANC” means “*Foyer de Renforcement des Activités de Nutrition Communautaire*”, a community level organization for the strengthening of community nutrition activities.
23. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
24. “Implementing Agencies” means, collectively, MSHPCMU, MESP and SE-CONNAPE, each responsible for the technical aspects of the implementation of selected Project activities falling under its mandate.
25. “Incremental Operating Costs” means the incremental operating expenses of the PCU, based on annual budgets approved by the Association, on account of the Project, consisting of operation and maintenance costs of office, vehicles; water and electricity utilities, telephone, office supplies, bank charges, salaries of contractual staff, travel and supervision costs including *per diem*, but excluding the salaries, indemnities and meeting allowances, other sitting allowances, salary top ups and all honoraria of officials and public servants of the Recipient’s civil service.
26. “Land Expenditures” means all land expenditures (including compensation for land acquisition related to implementation of a resettlement instrument) or cash compensation and other assistance paid in cash for involuntary resettlement.
27. “MEPS” means *Ministère de l’Emploi et de la Protection Sociale*, or any successor thereto, the Recipient’s Ministry responsible for social protection.



28. “MPA Program” means the multiphase programmatic approach program designed to (i) reduce maternal and child mortality, and stunting, and (ii) increase the early childhood development (ECD) index.
29. “MSHP-CMU” means *Ministère de la santé et de l’hygiène publique et de la couverture maladie universelle*, the Recipient’s Ministry responsible for universal health coverage, or any successor thereto.
30. “National CMU Procedural Manual” means the Recipient’s manual to be developed in accordance with Section I.B.2 of Schedule 2 to this Agreement.
31. “PBF” means performance-based financing.
32. “PBF Procedural Manual” means the Recipient’s manual entitled “*Manuel de Procédures du Financement Basé sur la Performance*”, revised as of November 2019, to be further updated or which has been updated in accordance with Section I.B.3 of Schedule 2 to this Agreement.
33. “Performance-Based Contract” means a contract for the establishment of a PBF.
34. “Performance-Based Payment” means a payment made on the basis of the performance achieved in accordance with a Performance-Based Contract.
35. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
36. “Project Coordination Unit” and “PCU” means the Recipient’s unit referred to as the “*Unité de Coordination des Projets Santé-Banque mondiale (UCP Santé-BM)*” established under the Recipient’s ministry in charge of health, pursuant to the Recipient’s Arrete no. 0082/MSHP/CBA dated May 8, 2018 for the purpose of coordination of health sector- projects to the financing of which the Association is contributing.
37. “Project Implementation Manual” or “PIM” means the manual adopted by the Recipient for the Project in accordance with Section 4.01 of this Agreement.
38. “SEP” means the Stakeholder Engagement Plan, which includes a grievance risk mechanism, referred to in the ESCP.
39. “SE-CONNAPE” means *Secrétariat Exécutif du Conseil National pour la Nutrition, l’Alimentation et le Développement de la Petite Enfance*, the apex body of the Recipient’s national council for nutrition, food and early child development.

40. “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.
41. “Steering Committee” and “SC” means the committee to be established pursuant to Section 4.01(b) of this Agreement, in accordance with Section I.A.1 of Schedule 2 of this Agreement.
42. “Training” means the reasonable cost, as approved by the Association through an Annual Work Plan and Budget, of training, study tours, conferences and workshops conducted and/or attended by staff from the Recipient and/or other stakeholders, in the territory of the Recipient or, subject to the Association’s prior no objection, overseas, including the purchase and publication of materials, rental of facilities, course fees, and lodging, travel expenses and *per diems* for trainers and/or trainees.
43. “XOF” means the currency having legal tender on the Recipient’s territory.