
GFF GRANT NUMBER TF 1699-CI

Global Financing Facility
Grant 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

acting as administrator of the Global Financing Facility

GFF GRANT NUMBER TF 1699-CI

**GLOBAL FINANCING FACILITY
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF CÔTE D'IVOIRE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of Global Financing Facility Trust Fund.

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

(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\$ 5,000,000 from the Association/the Bank acting as the administrator of the ELP;

(ii) 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

(iii) a credit in the amount of 187,400,000 euro (approximately equivalent to US\$ 200,000,000) from the Association using its own resources (IDA Financing).

NOW, THEREFORE, The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Grant**

- 2.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed twenty million United States Dollars (\$20,000,000) (“GFF Grant”), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.

- 2.03. The Grant is funded out of the above-mentioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the above-mentioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article III The Project

- 3.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out Parts 1, 2, 3 and 4 of the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
 - (b) The IDA Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.03. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's minister responsible for Finance.

5.02. For purposes of Section 7.01 of the Standard 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 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	(+1) 202 4776391	<u>bureaududirecteur@worldbank.org</u>

AGREED as of the Signature Date.

REPUBLIC OF CÔTE D'IVOIRE

By

AdCoulibaly

Authorized Representative

AdCoulibaly

Name: _____

Minister of Economy and Finance

Title: _____

18-Jul-2023

Date: _____

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Global Financing Facility**

By

Marie-Chantal Uwanyiligira

Authorized Representative

Marie-Chantal Uwanyiligira

Name: _____

Country Director

Title: _____

14-Jul-2023

Date: _____

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 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 MSHPCMU, 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 the establishment of governance functions related to data systems, quality of care and standards for private facilities, and 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 public 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, 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 Bank.
- (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 Bank.
- (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 Bank, 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 Bank, 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.2(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.2(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 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 Bank, 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 Bank on a regular basis on the security situation in the area of implementation of the Project, and to submit to the Bank’s prior approval any decision to involve

security agencies or the military in the implementation of Project's activities, in order to enable the Bank 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 Bank, 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 Bank.
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 Bank in a manner, form, and substance acceptable to the Bank. 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: (i) implementation arrangements; (ii) flow of funds and mechanisms for provision of Performance-Based Payments; (iii) results verification protocols; (iv) penalties and sanctions for over-reporting by health facilities; (v) eligibility criteria for the selection of Participating Health Facilities, ACVs and the Independent Counter-Verification Entity; (vi) unit costs for the Package of Activities; (vii) a model form for Performance-Based Contracts; and (viii) 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 Bank. The Recipient shall afford the Bank a reasonable opportunity to review such manual or revision, and shall thereafter adopt said manual as shall have been approved by the Bank.
5. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the PIM, the National CMU Procedural Manual or the PBF Procedural Manual. In the event of a conflict between the provisions of the PIM 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 1 of each subsequent Fiscal Year, consolidate and furnish to the Bank for the Bank'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 Bank on each such proposed consolidated annual work plan and budget and take into account comments which the Bank 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 Bank.

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 Bank.
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 Bank. 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 Bank shall otherwise agree in writing, as specified

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

3. Without limitation upon the provisions of Paragraph 2 immediately above, if sixty (60) days prior to the Closing Date (or such other date which the Bank considers adequate in light of this shortcoming), the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date (or such other date which the Bank considers adequate in light of this shortcoming), prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

7. The Recipient shall ensure 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. 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 Contract with Participating Health Facility 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 Bank (“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 Bank, 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 Bank 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 Bank 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 Bank and to accomplish the purpose of the Financing; and
 - (ii) except as the Bank 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 Bank, including the obligation of ACVs to: (A) carry out activities 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; and, (C) 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 Bank, pursuant to the Procurement Regulations and in accordance with terms of reference satisfactory to the Bank, 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 Bank, 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
 - (C) furnish to the Bank 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 Bank in accordance with the Disbursement and Financial Information Letter.
- (iv) If, at any time, the Bank determines that any portion of the amount disbursed by the Bank 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 Bank.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Bank 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 Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the GFF Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(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; and (c) Land Expenditures.	12,000,000	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	8,000,000	Such percentage indicated in the Annual Work Plan and Budget approved by the

under Part 1.2 (a) and (b) of the Project		Association for the relevant period
TOTAL AMOUNT	20,000,000	

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 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 identified the person to be designated to manage health service delivery and drugs under the CMU within the MSHPCMU.
2. The Closing Date is June 30, 2027.

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.C1 and 2 of Schedule 2 to this Agreement, which has been finalized in a manner which incorporates the comments provided by the Bank in accordance with Section I.C.3 of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
1. “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.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “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*.
5. “CNP-PPP” means “*Comité national de pilotage pour les partenariats public privé*”, the Recipient’s steering committee in charge with public private partnership matters.
6. “Côte d’Ivoire” means the territory of the Recipient.
7. “DEPPS” means the Recipient’s directorate responsible for private health structure and health professionals, or any successor thereto.
8. “DGPS” means *Direction Générale de la Protection Sociale*, the Recipient’s directorate responsible for social protection, or any successor thereto.
9. “DIT” means *Direction de l’Inspection du Travail*, the Recipient’s directorate responsible for labor inspection, or any successor thereto.
10. “ELP” means the Early Learning Partnership Multi Donor Trust Fund, a fund established by approval of the World Bank Executive Directors on April 6, 2015

and governed under the “Governance Framework for the Early Learning Partnership”.

11. “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.
12. “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 Bank.
13. “Fiscal Year” means a period of twelve consecutive calendar months starting on January 1 each year.
14. “FRANC” means “*Foyer de Renforcement des Activités de Nutrition Communautaire*”, a community level organization for the strengthening of community nutrition activities.
15. “IDA Financing” or “Financing” means the financing in the amount of 187,400,000 EUR) provided by the International Development Association for the co-financing of the Project pursuant to the IDA Financing Agreement.
16. “IDA Financing Agreement” means the agreement, of the same date as this Agreement, between the Recipient and the International Development Association, for purposes of providing the IDA Financing, as the same may be amended from time to time.

17. “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.
18. “Incremental Operating Costs” means the incremental operating expenses of the PCU, based on annual budgets approved by the Bank, 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,
19. “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.
20. “LMP” means the Labor Management Plan, which includes a grievance risk mechanism, referred to in the ESCP. “MEPS” means *Ministère de l’Emploi et de la Protection Sociale*, or any successor thereto, the Recipient’s Ministry responsible for social protection.
21. “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.
22. “MSHPCMU” 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.
23. “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.
24. “PBF” means performance-based financing.
25. “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.
26. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
27. “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 Bank is contributing.

28. "Project Implementation Manual" or "PIM" means the manual adopted by the Recipient for the Project in accordance with Section 4.01 of this Agreement.
29. "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.
30. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the SMPF Grant Agreement" in the Standard Conditions.
31. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
32. "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.
33. "Training" means the reasonable cost, as approved by the Bank 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 Bank'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.
34. "XOF" means the currency having legal tender on the Recipient's territory.