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CREDIT NUMBER 7635-GN

# **Financing Agreement**

**(Guinea Enhancing Health System Transformation (GUEST) Project)**

**between**

**REPUBLIC OF GUINEA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 7635-GN**

**FINANCING AGREEMENT**

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

WHEREAS: (A) The Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the project described in Schedule 1 to this Agreement (“Project”).

(B) By a grant agreement to be entered into on or about the date hereof between the Recipient and the Association and the International Bank for Reconstruction and Development, jointly acting as administrator of the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund (the “GFF Grant Agreement”), the Association and certain donors will extend to the Recipient financing to assist the Recipient in financing part of the cost of activities related to this Project on the terms and conditions set forth in the GFF Grant Agreement.

(C) the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient under the terms and conditions set forth in this Agreement.

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 an amount equivalent to eighty-five million Dollars (USD 85,000,000) as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the project 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 Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall, through the Ministry of Health and Public Hygiene, 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, namely, the GFF Grant 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; and
- 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 in charge of economy and finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Economy and Finance  
BP 579, Blvd de Commerce,  
Conakry, Republic of Guinea; and

(b) the Recipient's Electronic Address is:

Email:

ministre.mef@gouvernement.gov.gn

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

**REPUBLIC OF GUINEA**

By



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

M. Mourana Soumah

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

**Title:** \_\_\_\_\_  
Ministre de l economie et des finances

**Date:** \_\_\_\_\_  
01-oct-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By

*Marie-Chantal Uwanyiligira*

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

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

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

**Date:** \_\_\_\_\_  
01-Oct-2024

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve the utilization of quality reproductive, maternal, neonatal, child, and adolescent health and nutrition services in Selected Regions.

The Project consists of the following parts:

#### **Part 1. Supply of quality basic RMNCAH-N services**

##### *1.1 Strengthening of basic RMNCAH-N service readiness*

- (a) Provision of essential medicines and health commodities to selected healthcare centers, including nutrition products, as well as medical and laboratory equipment including cold chain equipment, anthropometric measurement tools, vehicles and IT equipment ;
- (b) support for the establishment of a basic emergency obstetric and neonatal care network and a complementary emergency obstetric and neonatal care network;
- (c) provision of technical assistance and acquisition of energy-efficient equipment for the design and improvement of climate-sensitive, energy-efficient, and female-friendly waste management, treatment and recycling systems at the district and hospital levels;
- (d) support to the access to climate-adapted water sources and to sustainable water supply and adaptations , through the construction, rehabilitation and expansion of climate-adapted water wells and towers in health facilities;
- (e) support to the electrification of district-level health facilities through the installation of solar systems; enhancement of water sanitation and health (WASH) infrastructure; rehabilitation of in-patient nutritional recovery centres (*Centre hospitalier de récupération nutritionnelle en interne (CRENI)*); and
- (f) support to inclusive local and central capacity-building and Training for the operation and maintenance of RMNCAH-N facilities and services.

##### *1.2 Expansion of Results-Based Financing (RBF) for improved quality RMNCAH-N service delivery in poor-performing and climate-sensitive regions*

- (a) Support to the development and implementation of a RBF scheme to deliver targeted services in Selected Districts, through the financing of Performance Payments to Selected Health Facilities under Performance Contracts, with

indicators related to, inter alia, RMNACH+N and climate-sensitive diseases, and gender-based violence (GBV);

- (b) provision of of in-service GBV Training and mentoring of health workers and updates to the mapping of GBV service providers; and
- (c) support, including through Training, for the verification of qualitative and quantitative service delivery through the RBF.

### *1.3 Enhancing quality through digital health services*

- (a) Support to the digitalization of supportive supervision processes in Pilot Districts for ensuring quality assurance data;
- (b) piloting and scale-up, as applicable, of digital tools for community health workers in the Pilot Districts to facilitate communication between community health workers and managers and within community health workers during climate shocks and emergencies and the digital collection of data on climate sensitive diseases; and
- (c) Support for the extension of a digital communication platform for electronic maternity consultation in order to integrate it into RBF for RMNCAH-N service delivery in climate vulnerable areas and strengthening quality assurance and accountability processes.

## **Part 2. Stimulating demand for and access to basic RMNCAH-N services**

### *2.1 Expanding the district level free health care for the poorest in low-performing and climate vulnerable regions*

Support to the provision of free health care services for the targeted indigent and most vulnerable households and individuals at the community and health facility levels of the Selected Health Districts, through reimbursement of health facilities for the services provided; enhancement to the comprehensive referral care mechanism and children and adolescents with special needs; provision of Training of health workers, support for the communication and information activities on the indigent scheme.

### *2.2 Strengthening Community Health and Nutrition*

Supporting the Recipient's Community Health Strategy 2023-2027 through:

- (a) Strengthening of community outreach services to address communication and behavior change challenges within the community, with an emphasis on nutrition, adolescent health, gender, equity in health care access, and the prevention and the fight against GBV; through the revision of the minimum community health services package including quality promotional, preventive, curative and

rehabilitative RMNCAH-N services: recruitment and/or Training of Community Health Workers; provision of equipment, vehicles, IT equipment and communication tools and materials for community-based outreach activities;

- (b) establishment and capacity building of early years, nutrition, and WASH services support groups through, inter alia, organization of village-wide nutrition demonstrations; screening of children and pregnant women for malnutrition; promotion of nutrition-specific practices to reduce stunting such as infant and young child feeding practices;
- (c) carrying out of regular health service users' satisfaction surveys in the Selected Districts; and
- (d) provision of technical assistance for the monitoring and evaluation of community structures and activities carried out by the Project institutions.

### **Part 3. Project Coordination, Management, and Monitoring and Evaluation**

#### *3.1 Project Coordination and Management*

- (a) Facilitating the PCU's and the Project institutions' implementation, administration, fiduciary management, application of the Environmental and Social Standards, and maintenance of a Grievance Mechanism;
- (b) supporting the coordination of donor interventions, promoting harmonization and alignment of partners' activities;
- (c) supporting the development and progressive implementation of a health sector development program harmonization manual; and
- (d) institutional strengthening of the National RBF Technical Unit ("CTN-FBR") and of the MoHPH through: (i) capacity building via recruitment of experts, Training, and provision of equipment including inter alia IT equipment and vehicles; and (ii) support to the development of the Annual Work Plan and Budget.

#### *3.2 Project Monitoring and Evaluation*

Supporting (a) the development of an action plan for monitoring and evaluation; (b) the collection of data from MoHPH's directorates and other implementing agencies, including support to the surveys; (c) the compilation of data into Project Reports; (d) the carrying out of annual expenditure reviews; (e) the support for Training of the health staff in the DHIS2 participating in the monitoring and evaluation at all administrative levels; and (f) support to the organization of evaluation workshops.



### *3.3 Strengthening the Health Information System*

- (a) Supporting the development of a digital health architecture and the establishment of a nation-wide interoperability system through the introduction of innovative tools including the district health management information system (DHIS2) climate app; and support to major national surveys including, inter alia, the demographic and health survey and the harmonized health facility assessment; and
- (b) provision of technical assistance for the revision and strengthening of the legal and institutional framework for civil registration in line with international standards; issuance of birth certificates; and the digitization of vital statistics reporting and its interoperability with the DHIS2.

### **Part 4. 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

##### 1. Ministry of Health and Public Hygiene (“MoHPH”)

The Recipient shall designate, at all times during the implementation of the Project, the MoHPH to be responsible for prompt and efficient coordination, oversight and implementation of the Project, and shall take all actions including the provision of funding, personnel and other resources to enable the MoHPH, with the participation of the the National RBF Technical Unit (“CTN-FBR”) and relevant technical directorates, to perform said functions under terms and conditions satisfactory to the Association.

##### 2. Project Coordination Unit

(a) The Recipient shall maintain, throughout Project implementation, within the Ministry of Health, the Project Coordination Unit (PCU) with composition and resources acceptable to the Association; assisted by CTN-FBR and relevant technical directorates for technical implementation; all as described in the Project Implementation Manual.

(b) The PCU shall oversee the day-to-day management of the Project as further described in the Project Implementation Manual, including *inter alia*: (i) overseeing procurement, financial management, monitoring and evaluation, and ensuring compliance with environmental and social measures; (ii) coordinating the Project activities; (iii) coordinating the preparation of the consolidated Annual Work Plans and Budgets; (iv) consolidating and finalizing the Project monitoring and evaluation and the implementation reports of the Project.

(c) The Recipient shall, through the Ministry of Health, establish and/or thereafter maintain, as applicable, throughout Project implementation, seven (7) PCU regional offices for implementation of the Project at the decentralized level as further described in the Project Implementation Manual and under terms and conditions satisfactory to the Association. To that effect:

(i) The Recipient shall maintain, throughout Project implementation, the following essential staff within each of the respective regional technical units of the Kankan and Kindia regions: a regional

technical manager, a monitoring and evaluation officer, an accountant, all with qualifications and a mandate acceptable to the Association; and

- (ii) the Recipient shall, no later than three (3) months after the Effective Date, or such later date as agreed with the Association, recruit for each of the regional technical units respectively in the regions of Boké, Mamou, Faranah, Labé and N'Zérékoré, a regional technical manager, a monitoring and evaluation officer, an accountant, an environmental and social safeguard specialist, all with qualifications and a mandate acceptable to the Association, and shall maintain them throughout Project implementation.
- (d) The Recipient shall maintain throughout Project implementation the following staff within the PCU: a Project coordinator, an operations manager, a monitoring and evaluation specialist, a financial management specialist, an accountant, a procurement specialist, one environmental specialist, one social protection specialist, an internal auditor and a maternal and child health specialist; all with qualifications and under terms of reference acceptable to the Association.
- (e) Without limitation to paragraph (d) above, not later than three (3) months after the Effective Date, or such later date as agreed with the Association, the Recipient shall assign, recruit or appoint, and maintain throughout Project implementation, a deputy coordinator, an additional three accountants, one procurement assistant, one GBV specialist, one medical waste management specialist; all with qualifications and under terms of reference acceptable to the Association.
- (f) The PCU shall coordinate with the CTN-FBR and relevant technical directorates throughout Project implementation as further set out in the Project Implementation Manual.
- (g) Not later than three (3) months after the Effective Date, or such later date as agreed with the Association, the Recipient shall: (i) update the configuration of the existing accounting software for the Project, in terms acceptable to the Association; and (ii) update the annual audit work plans of its internal audit team to include the activities of the Project; all with qualifications and under terms of reference acceptable to the Association.

### 3. Steering Committee

The Recipient shall, not later than one (1) month after the Effective Date, or such later date as agreed with the Association, expand the mandate of, and thereafter

maintain at all times during the implementation of the Project a steering committee with composition and mandate acceptable to the Association (“Steering Committee”), as further described in the Project Implementation Manual. The Steering Committee shall be chaired by the secretary general of MoHPH. The Steering Committee shall be responsible, *inter alia*, for: (a) providing strategic and policy guidance on the implementation of the Project; (b) reviewing progress made towards achieving the Project’s objectives and approving the Annual Work Plans and Budgets; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project.

4. National RBF Technical Unit (“CTN-FBR”)

- (a) The Recipient shall maintain, throughout Project implementation, within MoHPH, the CTN-FBR, with composition and resources acceptable to the Association.
- (b) As part of the CTN-FBR, the Recipient shall recruit or appoint, as the case may be, not later than three (3) months after the Effective Date, or such later date agreed by the Association, and maintain throughout the Project implementation, the essential staff within CTN-FBR, including a national coordinator, a deputy coordinator, a data manager, a monitoring and evaluation specialist, two RBF experts, all with qualifications and under terms of reference acceptable to the Association.
- (c) The Recipient shall ensure that CTN-FBR oversees the day-to-day management and coordination of the RBF program as further described in the RBF Manual, including *inter alia*: (i) ensuring revisions/adjustments to performance indicators and indicator prices, and monitor budget costing, assisted by relevant technical directorates, as described in the Project Implementation Manual; (ii) coordinating the RBF activities including performance contracts signing; organizing quarterly performance evaluations of regional health departments and Independent Verification Agencies; sending the invoices to the PCU; (iii) coordinating the preparation of the consolidated Annual Work Plans and Budgets; (iv) consolidating and finalizing the RBF Program budget; (v) monitoring and evaluation and supervision of the RBF program implementation of the RBF; (vi) consolidating and finalizing the RBF semesterly and annual reports.

**B. Project Implementation Manual**

- 1. The Recipient shall, not later than one (1) month after the Effective Date, or such later date as agreed with the Association, prepare, update and thereafter carry out the Project, and cause the Project Entities to carry out the Project in accordance with, a Project implementation manual (“Project Implementation Manual” or

“PIM”) setting forth rules, methods, guidelines, and procedures for the carrying out of the Project, including, *inter alia*:

- (a) detailed description of the Project and institutional arrangements for implementing the Project;
  - (b) the financial management manual including monitoring, evaluation, reporting, financial management and accounting, and governance procedures for the Project;
  - (c) implementation of environmental and social instruments referred to in the ESCP;
  - (d) a results-based financing procedures manual (“RBF Manual”), setting forth the implementation arrangements for the carrying out of Part 1.2(a) of the Project and including, *inter alia*: (i) the eligibility criteria, costing mechanism, detailed rules and procedures for transfers of the Performance Payments under Performance Contracts; (ii) details of the contents and procedures for the carrying out of all financial, technical, and independent verification audits; (iii) a detailed description of all the RMNCAH-N services to be provided under the Performance Contracts; (iv) the list of Performance Indicators and Performance Results to evaluate the performance of the Selected Health Facilities under the Performance Contracts; (v) criteria for performance payments to CHWs participating under Part 1.2(a) of the Project; (vi) the list of Selected Health Facilities that will participate in Part 1.2(a) of the Project; and (vii) the model form for Performance Contract; and
  - (e) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
2. The Recipient: (a) shall ensure that the Project is carried out in accordance with the PIM; and (b) shall not assign, amend, abrogate, or waive the PIM or any provision thereof, without the prior written agreement of the Association.
  3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM, and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Results-Based Financing under Part 1.2(a) of the Project**

1. Without limitation to the provisions set forth in paragraph 1 of this Section, and for purposes of implementing Part 1.2(a) of the Project, the Recipient, through MoHPH, shall enter into an annual agreement with each Selected Health Facility,

in terms and conditions satisfactory to the Association (a “Performance Contract”), setting forth, *inter alia*:

- (a) the obligation of the MoHPH to transfer the pertinent Performance Payments to the relevant Selected Health Facility on the basis of the formula set forth in the RBF Manual to finance the delivery of RMNCAH-N services;
  - (b) the obligation of the Selected Health Facility to: (i) provide RMNCAH-N services and meet a number of Performance Indicators specified or referred to in the relevant Performance Contract; (ii) keep records of RMNCAH-N services provided and progress reports on Performance Indicators; and (iii) comply with the provisions of the Project Implementation Manual and the Anti-Corruption Guidelines; and
  - (c) the Performance Indicators, the corresponding Performance Results, and the mechanism to adjust annually the Performance Indicators and Performance Results.
2. The Recipient shall cause MoHPH to exercise its rights and carry out its obligations under each Performance Contract in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
  3. Except as the Recipient and the Association may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, terminate, waive or otherwise fail to enforce any Performance Contract or any provision thereof.
  4. In case of any conflict between the terms of the Performance Contract and those of this Agreement, the terms of this Agreement shall prevail.

**D. Environmental and Social Standards**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;

- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. 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.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all

as applicable to such civil works commissioned or carried out pursuant to said contracts.

**E. Contingent Emergency Response**

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



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

**F. Annual Work Plan and Budget**

1. The Recipient shall, not later than September 30 of each calendar year, prepare and furnish to the Association for the Association's no objection, a draft 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 for the implementation of the Project.
2. Without limitation to the provision of paragraph 1 of this Schedule, each annual work plan and budget prepared under paragraph 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 management 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 ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan:
  - (a) the objective and content of the Training envisaged;
  - (b) the selection method of the institutions or individuals conducting such Training, and said institutions if already known;
  - (c) the expected duration and an estimate of the cost of said Training; and
  - (d) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
4. 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 November 30 of the respective calendar year (once approved by the Association and finalized, an “Annual Work Plan and Budget”).

5. The Recipient shall carry out the activities included in each of the Annual Work Plans and Budget during the calendar year to which they related. Annual Work Plans and Budget may be revised during the calendar year to which they relate, with the prior written agreement of the Association.

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

### **A. Project Reports**

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

### **B. Review and Verification of Results-Based Financing under Part 1.2(a)**

#### *1. Technical Review*

The Recipient shall carry out quarterly technical reviews in accordance with the procedures and terms of reference set out in the RBF Manual, to run concurrently with the implementation of the relevant activities under Part 1.2(a) of the Project, to monitor the Selected Health Facilities’ compliance with the obligations set forth in the Performance Contracts, and furnish a consolidated report to the Association, not later than three months after the expiration of the relevant Performance Contract.

#### *2. Independent Verification*

- (a) The Recipient shall hire an independent verification agency satisfactory to the Association under terms of reference satisfactory to the Association, set out in the Project Implementation Manual, for the independent verification of qualitative and quantitative results of the RMNCAH-N service delivery under Part 1.2(a) of the Project and the carrying out of an independent verification (“Verification Agency”).
- (b) The results of the independent verification shall be included in a report (the “Verification Report”) prepared by the Verification Agency, in accordance with standards acceptable to the Association, including:
  - (i) verification that: (A) the technical reviews carried out by the Recipient and submitted to the Association, referred to in Section II.B.1 of Schedule 2 to this Agreement, reflect reliable and accurate results; (B) the Performance Payments transferred under

the Performance Contracts have been used for the purposes intended; and (C) the Selected Health Facilities have achieved at least the minimum number of Performance Results under the respective Performance Contract; and

- (ii) confirmation that the flow of funds in respect of the pertinent Performance Payments made by the Recipient to the Selected Health Facilities is in compliance with the relevant provisions of the RBF Manual.
- (c) The Recipient shall furnish to the Association the Verification Reports on a semestrial basis.

**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 Financing Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services and consulting services, Operating Costs and Training for Parts 1.1, 1.2(b), 1.2(c), 2, 3.2, 3.3 of the Project	48,500,000	87%
(2) Goods, works, non-consulting services and consulting services, Operating Costs and Training for Parts 1.3 and 3.1 of the Project.	5,000,000	100%

(3) Performance Payments under Part 1.2(a) of the Project	31,500,000	93%
(4) Emergency Expenditures under Part 4 of the Project	0	100%
<b>TOTAL AMOUNT</b>	85,000,000	

**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, except that withdrawals up to an aggregate amount not to exceed USD 2,000,000 may be made for payments made under Category (1) and Category (3) prior to this date but on or after January 1, 2024; or
  - (b) for Performance Payments under Category (3), unless and until the Recipient has: (i) hired the Independent Verification Agency in accordance with Section II.B.2 of Schedule 2 to this Agreement; (ii) updated the RBF Manual in terms and conditions satisfactory to the Association; and (iii) signed the first three (3) Performance Contracts with Selected Health Facilities in terms and conditions satisfactory to the Association; or
  - (c) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
    - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is December 31, 2029.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each May 15 and November 15: commencing November 15, 2034 to and including May 15, 2074	<b>1.25%</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 renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

## APPENDIX

### **Section I. Definitions**

1. “Annual Work Plan and Budget” and “AWPB” each means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.F 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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I.D 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.
5. “Community Health Strategy” means the Recipient’s community health strategy for the years 2023-2027, prepared and adopted by the MoHPH in January 2023.
6. “Community Health Workers” or “CHWs” means persons meeting the capacity requirements for fostering the wellbeing of the local population, as set forth in the Recipient’s Community Health Strategy.
7. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
8. “DHIS2” means the Recipient’s district health management information system.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
10. “Emergency Action Plan” means the plan referred to in Section I.E of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.E of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 19, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
13. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
14. “ESMF” means the Project’s environmental and social management framework.
15. “GBV” means gender-based violence.
16. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
17. “GFF Grant Agreement” means the grant agreement for the Project between the Recipient and the International Bank for Reconstruction and Development and the Association, jointly acting as administrator of the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund, dated the same or around the same date as this Agreement, as such grant agreement may be

amended from time to time. “GFF Grant Agreement” includes all appendices, schedules and agreements supplemental to the GFF Grant Agreement.

18. “Grievance Mechanism” means the grievance mechanism established, publicized, maintained and operated by the Recipient to receive and facilitate the resolution of concerns and grievances in relation to the Project, in accordance with the ESCP.
19. “Ministry of Health and Public Hygiene” or “MoHPH” means the Recipient’s ministry in charge of health and public hygiene, or any successor thereto acceptable to the Association.
20. “National RBF Technical Unit” or “CTN-FBR” means the Recipient’s national agency under the MoHPH in charge of the implementation of RBF under Part 1.2(a) of the Project, established and operating pursuant to the MoHPH’s service note (*Note de Service*) no. 0089/MS/CAB/2019 dated April 4, 2019, or any successor thereto acceptable to the Association.
21. “Operating Costs” means incremental costs incurred by the Recipient on account of the Project coordination, implementation and monitoring, including expenditures for audit fees, legal fees (as required), office supplies and consumables, translation and interpretation, bank charges, Project-related travel, including per diem and accommodation, and other miscellaneous costs directly associated with the Project implementation and salaries of Project staff but excluding salaries of the Recipient’s civil servants, meeting allowances, other sitting allowances, salary top-ups and all honoraria.
22. “Performance Contract” means a performance contract to be entered into between the Recipient and a Selected Health Facility for services to be provided and paid for on the basis of predefined indicators.
23. “Performance Indicators” means a list of indicators for Part 1.2(a) of the Project selected from the list of indicators set forth in the Project Implementation Manual, which shall be included in each Performance Contract.
24. “Performance Payments” means, regarding the Performance Contracts, the payments by the MoHPH to a Selected Health Facility calculated pursuant to a formula set forth in the RBF Manual, to cover reasonable costs of goods, small works, consulting services, incentive payments to CHWs, according to performance metrics also specified in the RBF Manual, Training, Operating Costs and recurrent costs required for the delivery of RMNCAH-N services, as such amounts are agreed upon between the Recipient and the Association, and which are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.



25. “Performance Results” means specific goals for the achievement of Performance Indicators, agreed from time to time between the MoHPH and the relevant Selected District under a Performance Contract, as listed and updated, as appropriate from time to time, in the Project Implementation Manual.
26. “Pilot District” means any of the health districts in Kankan and Kindia, and “Pilot Districts” means more than one Pilot District.
27. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
28. “Project Coordination Unit” or “PCU” means the project coordination unit to be maintained by the Recipient in accordance with Section I.A.2 of Schedule 2 to this Agreement and operating pursuant to (i) the Financing Agreement between the Recipient and the Association dated June 27, 2018 (Credit No. 6230-GN and Grant No. D304-GN) for the Health Service and Capacity Strengthening Project, as amended; (ii) the Financing Agreement between the Recipient and the Association dated January 31, 2024 (Credit No. 7452-GN); and (iii) ministerial decree (Arrêté) no. 1530/MS/CAB/DRH dated May 26, 2016 as expanded by the Recipient’s service note (*Note de Service*) no. 1419/MSHP/CAB/2024 of August 16, 2024.
29. “Project Implementation Manual” or “PIM” means the manual described in section I.B. of Schedule 2 to this Agreement.
30. “RBF Manual” means a document adopted pursuant to the Financing Agreement between the Recipient and the Association dated June 27, 2018, as amended (Credit No. 6230-GN and Grant No. D304-GN) to be updated by the Recipient [as part of the Project Implementation Manual] containing: (i) a list of eligible expenditures under Part 1.2(a) of the Project; (ii) a detailed elaboration of the mechanism for the provision of Results Based Payment and verification under Part 1.2(a) of the Project; and (iii) the terms of reference for the Third-Party Monitoring Agent.
31. “Results-Based Financing” and “RBF” means the program to be carried out by the Recipient under Part 1.2(a) of the Project in accordance with the provisions and which rewards the delivery of RMNCAH-N services with financial incentives to be paid out of the proceeds of the Financing upon the verification that the agreed-upon result has actually been delivered.
32. “RMNCAH-N” means reproductive, maternal, neonatal, child and adolescent health and nutrition.
33. “Selected District” means any of the 19 districts of the Recipient’s territory with the exception of Conakry.

34. “Selected Health Facility” means a primary level public healthcare service provider (such as birth attendance, pre/postnatal care visits, family planning, growth monitoring and promotion, immunization of children, nutrition counseling, micronutrient supplementation, etc.) located within a Selected District, satisfying the criteria set forth in the Project Implementation Manual for participation in Part 1.2(a) of the Project; and “Selected Health Facilities” means more than one Selected Health Facility”.
35. “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.
36. “Steering Committee” means the committee maintained in accordance with Section I.A.3 of Schedule 2 to this Agreement, operating pursuant to the MoHPH’s ministerial decree (*Arrêté*) no. 1530/MS/CAB/DRH dated May 26, 2016.
37. “Selected Regions” means the regions of Kankan, Kindia Boké, Mamou, Faranah, Labé et N’Zérékoré of the Recipient, or any other region within the Recipient’s territory which has been selected to participate in the Project according to criteria and mechanisms acceptable to the Association and specified in the PIM.
38. “Training” means the training of persons involved in Project-supported activities, based on the Annual Work Plan and Budget approved by the Association, such as, tuitions, seminars, workshops, and study tours, and costs associated with such activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
39. “Verification Agency” means an independent entity or entities satisfactory to the Bank listed in the Verification Protocol and referred to in Section II.B of Schedule 2 to this Agreement.
40. “Verification Report” means the RBF verification report prepared by the Verification Agency and submitted by the Recipient to the Association in accordance with Section II.B of Schedule 2 to this Agreement and the RBF Manual.
41. “WASH” means water, sanitation and hygiene.

**Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:  
  
“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.