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**GRANT NUMBER E223-ST**

# **Financing Agreement**

**(Third Additional Financing to the COVID-19 Emergency Response Project)**

**between**

**DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**GRANT NUMBER E223-ST**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for the Original Project and activities related to the Original Project (as defined in the Appendix to this Agreement). 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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to one million two hundred thousand Special Drawing Rights (SDR 1,200,000) (“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 June 15 and December 15 in each year.
- 2.05. The Payment Currency is Euro.

**ARTICLE III — PROJECT**

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

**ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Events of Suspension consist of the following:
- (a) AFAP Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely AFAP's ability to perform any of its obligations under the Subsidiary Agreement.
  - (b) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by AFAP of its obligations under the Subsidiary Agreement.

**ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of AFAP to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
  - (b) The Project Operations Manual has been adopted by the Recipient in form and substance satisfactory to the Association.
  - (c) The GCF 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.
  - (d) The ESMAP 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.
- 5.02. The Effectiveness Deadline is the date one-hundred and twenty (120) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Recipient's Representative is its Minister of Planning, Finance and Blue Economy.
- 6.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient's address is:  
  
Ministry of Planning, Finance and Blue Economy  
Agua Grande  
Caixa Postal No. 168  
Sao Tome, Republic of Sao Tome and Principe; and
  - (b) the Recipient's Electronic Address is:  
  
Facsimile:  
  
+239-2222182
- 6.03. For purposes of Section 11.01 of the General Conditions:
- (a) the Association's address is:  
  
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and
  - (b) the Association's Electronic Address is:  
  
Telex:                      Facsimile:  
  
248423 (MCI)              1-202-477-6391

AGREED as of the Signature Date.

**DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE**

**By**



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

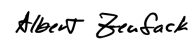
**Name:** H.E. Ginésio Valentim Afonso da Mata

**Title:** Ministro das Finanças

**Date:** 11-Oct-2023

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



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

**Name:** Albert Zeufack

**Title:** Country Director

**Date:** 09-Oct-2023

## SCHEDULE 1

### Project Description

The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19, strengthen national systems for public health preparedness in the Recipient's territory, and in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

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

#### A. Emergency COVID-19 Response

Support for the implementation of containment strategies under the STP COVID Preparedness and Response Plan, including:

1. (1) case detection, confirmation, contact tracing, recording and reporting; (2) risk communication, community engagement for vaccine demand creation and reduction of vaccine hesitancy, and promotion of social distancing; (3) strengthening health systems capacity to respond to COVID-19; (4) development and implementation of a COVID-19 national deployment and vaccination plan, and strengthening the Project COVID-19 Vaccine supply chain, including cold chain; and (5) acquisition, delivery and storage of Project COVID-19 Vaccines and required consumables, all through, *inter alia*, the provision of: (a) laboratory equipment, reagents, testing kits and other consumable supplies for laboratories; (b) drugs, nutrition support, medical supplies and equipment for case management and prevention; (c) training and technical expertise to enhance clinical capacity and strengthen community disease surveillance and multi-stakeholder commitment; (d) technical assistance for updating legislation to ensure implementation of COVID-19 national deployment and vaccination plan, and provision of capacity building on plan implementation; and (e) support for strengthening and adapting pharmacovigilance system to detect adverse effects following Project COVID-19 Vaccine immunization; and
2. (1) solarization of selected health facilities and acquisition and installation of resilient and green cold chains and refrigeration; and (2) deployment of electric vehicles and charging infrastructure.

#### B. Strengthening Multi-Sector, National Institutions and Platforms for Policy Development and Coordination of Prevention and Preparedness Including One Health Approach

1. Support for the coordination of the Recipient's public health emergency response through, *inter alia*: (a) preparation of standard operating procedures, job

descriptions, roles, and responsibilities; (b) establishment of an emergency operations center within the Ministry of Health to coordinate multisectoral COVID-19 preparedness and response activities; and (c) establishment of multi-sectoral coordination committees for COVID-19 response.

2. Strengthening the One Health Approach through the development of a uniform disease information system in the Recipient's territory to provide better analytical capacity for global disease information sharing and to include zoonotic disease information.

**C. Implementation management and monitoring and evaluation**

Support for implementation management and monitoring and evaluation through, *inter alia*: (a) strengthening of public structures for the coordination and management of Project implementation, monitoring and evaluation, financial management and procurement; and (b) strengthening the Recipient's institutional capacity on clinical and public health research, including veterinary, and joint-learning across and within country.

**D. 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. Without limitation to the provisions of Section 3.01, the Recipient, through the Ministry of Health, and with the assistance of AFAP and the WHO, shall carry out the Project in accordance with this Agreement, the Subsidiary Agreement, the Project Operations Manual, and the Vaccine and Distribution Manual, and for this purpose, the Recipient, through the Ministry of Health, shall maintain throughout Project implementation, staff with functions, responsibilities and adequate resources, all acceptable to the Association.
2.
  - (a) The Recipient, through the Ministry of Health, shall hire an independent third-party monitoring consultant (“TPM Consultant”), in accordance with the Procurement Regulations, with terms of reference, qualifications and experience acceptable to the Association, to monitor Project COVID-19 Vaccine deployment, collect relevant data and communicate with Project stakeholders and beneficiaries.
  - (b) The Recipient, through the Ministry of Health, shall: (i) require the TPM Consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Association; and (ii) promptly take any actions, as may be requested by the Association upon its review of the TPM Consultant’s reports.
3. The Recipient, through the Ministry of Health, shall maintain throughout Project implementation a steering committee (“Steering Committee”) with a composition and terms of reference acceptable to the Association, to be responsible of providing oversight and strategic guidance in the implementation of the Project.

##### B. Subsidiary Agreement

1. Without limitation to the provisions of Section 3.01, the Recipient, through the Ministry of Finance and the Ministry of Health, shall cause AFAP to assist in the implementation of the Project pursuant to an agreement (“Subsidiary Agreement”) to be entered into between the Recipient, through the Ministry of Finance and the Ministry of Health, and AFAP, under terms and conditions acceptable to the Association, which shall include, *inter alia*:



- (a) the roles and responsibilities of the Recipient, through the Ministry of Health and the Ministry of Finance, and AFAP in connection with Project implementation;
- (b) the obligation of the Recipient, through the Ministry of Finance, to make a portion of the proceeds of the Financing available to AFAP for the purposes of carrying out the procurement, disbursement, financial management, monitoring, evaluation, reporting, and environmental and social standards functions under the Project, and provide capacity building and technical support to the Ministry of Health in the implementation of the Project;
- (c) the right of the Recipient, through the Ministry of Finance, to suspend or terminate the right of AFAP to use said proceeds of the financing, or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon AFAP's failure to perform any of the obligations under the Subsidiary Agreement;
- (d) the obligation of the Recipient, through the Ministry of Health, to provide technical support to AFAP necessary for the implementation of the Project;
- (e) the obligation of AFAP to:
  - (i) update and adopt the Project Operations Manual in accordance with Section I.C.1 of this Schedule;
  - (ii) carry out the procurement and financial functions under the Project, and provide capacity building and technical support to the Ministry of Health in the implementation of the Project in accordance with the Project Operations Manual and the Vaccine Delivery and Distribution Manual, as applicable;
  - (iii) not later than two months after the Effective Date, update and customize the accounting software to maintain separate records and ledger accounts for the Project;
  - (iv) not later than two months after the Effective Date, hire one qualified accountant;
  - (v) not later than six months after the Effective Date, hire external auditors;
  - (vi) carry out its functions under the Project with due diligence and efficiency and in accordance with sound technical, financial and

managerial standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

- (vii) provide, promptly as needed, the resources required for the purpose;
  - (viii) procure the goods, works and services to be financed out of the Financing in accordance with the provisions of this Agreement;
  - (ix) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (2) at the Association's or the Recipient's request, through the Ministry of Health, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient, through the Ministry of Health, and the Association;
  - (x) enable the Recipient, through the Ministry of Health, and the Association to inspect any relevant records and documents; and
  - (xi) prepare and furnish to the Recipient, through the Ministry of Health, and the Association all such information as the Recipient, through the Ministry of Health, or the Association shall reasonably request relating to the foregoing.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

**C. Project Operations Manual**

1. The Recipient, through the Ministry of Health, shall cause AFAP to update the operations manual ("Project Operations Manual"), acceptable to the Association, which shall contain detailed work flow, methods and procedures for the implementation of the Project, which shall include *inter alia*: (a) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (b) performance indicators of the Project;

(c) monitoring and evaluation; (d) financial management guidelines and procedures; (e) corruption and fraud measures; (f) implementation modalities for each Part of the Project; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (h) procedures for processing and collection of Personal Data in accordance with the National Law on Personal Data Protection and good international practice; and (i) measures to comply with the Gender Action Plan.

2. The Recipient, through the Ministry of Health, shall, and shall cause AFAP to, adopt and carry out the Project in accordance with this Agreement and the Project Operations Manual. Except as the Association shall otherwise agree in writing, the Recipient, through the Ministry of Health, shall not, and shall cause AFAP not to, assign, amend, abrogate or waive any provision of the Project Operations Manual. In the event of any conflict between the provisions of the Project Operations Manual and this Agreement, those of this Agreement shall prevail.

**D. Environmental and Social Standards**

1. The Recipient, through the Ministry of Health, shall, and shall cause AFAP to, 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, through the Ministry of Health, shall, and shall cause AFAP to, 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, through the Ministry of Health, shall, and shall cause AFAP to, 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, through the Ministry of Health, shall, and shall cause AFAP to, 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, through the Ministry of Health, shall, and shall cause AFAP to, 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, through the Ministry of Health, shall, and shall cause AFAP to, 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 the 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. Vaccine Delivery and Distribution Manual**

1. Without limitation on Section C above, in order to ensure adequate implementation of Part A of the Project, the Recipient, through the Ministry of Health, shall cause AFAP to prepare and adopt, a manual for Project COVID-19 Vaccine delivery and distribution (“Vaccine Delivery and Distribution Manual”), in form and substance satisfactory to the Association, which shall include, *inter alia*: (a) rules and procedures for prioritizing intra-country Project COVID-19 Vaccine allocation

following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules; (b) rules and procedures establishing minimum standards for Project COVID-19 Vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure; (c) rules and procedures for processing and collection of Personal Data in accordance with the National Law on Personal Data Protection and good international practice; and (d) Project COVID-19 Vaccine distribution plan, including action plan setting out timeline and steps for immunization.

2. The Recipient, through the Ministry of Health, shall, and shall cause AFAP to carry out Part A of the Project in accordance with the Vaccine Delivery and Distribution Manual. Except as the Association shall otherwise agree, the Recipient, through the Ministry of Health, shall not, and shall cause AFAP not to, assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Manual. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

**F. Standards for Project COVID-19 Vaccine Approval**

All Project COVID-19 Vaccines shall satisfy the Vaccine Approval Criteria.

**G. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part D of the Project (“Contingent Emergency Response Part”), the Recipient, through the Ministry of Health, 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, through the Ministry of Health, 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 the Association.
3. The Recipient, through the Ministry of Health, 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.

#### **H. Technical Assistance Agreement**

1. To facilitate the carrying out of Part A of the Project, the Recipient, through the Ministry of Health, shall enter into an appropriate Technical Assistance Agreement with the WHO, under terms and conditions acceptable to the Association, which shall include, *inter alia*:
- (a) the WHO shall provide technical assistance to Recipient's institutions and AFAP to support the response to COVID-19 through capacity building to healthcare workforce; and

- (b) the Recipient, through the Ministry of Health, shall make a part of the proceeds of the Grant available to the WHO.
- 2. The Recipient, through the Ministry of Health, shall exercise its rights under the Technical Assistance Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant.
- 3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Technical Assistance Agreement or any of its provisions.

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

- 1. The Recipient, through the Ministry of Health, shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.
- 2. The Recipient, through the Ministry of Health, shall cause AFAP to provide to the Recipient not later than 5 months after the Closing Date, for incorporation in the report referred to in Section 5.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.
- 3. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient, through the Ministry of Health, shall ensure that such information, report or document does not include Personal Data.

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

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

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Parts A and C of the Project	1,200,000	100%
(2) Emergency Expenditures under Part D of the Project	0	100%
<b>TOTAL AMOUNT</b>	<b>1,200,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
    - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is June 30, 2025.



## **APPENDIX**

### **Definitions**

1. “AFAP” means *Agência Fiduciária Administração Projectos*, the Recipient’s Fiduciary and Administrative Agency for Projects, established pursuant to the AFAP Legislation, or any successor thereto acceptable to the Association.
2. “AFAP Legislation” means the Recipient’s Decree-Law No. 10/2018, dated July 4, 2018, published in the Recipient’s official Gazette (*Diário da República*) No. 100, dated July 19, 2018.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section G 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.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part D of the Project to respond to an Eligible Crisis or Emergency.
7. “COVAX Facility” means the COVID-19 Vaccine Global Access Facility, a mechanism through which demand and resources are pooled to support the availability of, and equitable access to, COVID-19 vaccines for all economies, and which is coordinated by Gavi, the Vaccine Alliance, the Coalition for Epidemic Preparedness Innovations (CEPI), and the WHO.
8. “COVID-19” means coronavirus disease.
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 G 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 G 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 July 31, 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.
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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
14. “ESMAP” means Energy Sector Management Assistance Program.
15. “ESMAP Grant Agreement” means the ESMAP grant agreement for the Project between the Recipient and the Association, dated the same date as this Agreement, as such grant agreement may be amended from time to time. “ESMAP Grant Agreement” includes all appendices, schedules and agreements supplemental to the ESMAP Grant Agreement.
16. “GCF” means Green Climate Fund.
17. “GCF Financing Agreement” means the GCF financing agreement for the Project between the Recipient and the Association, dated the same date as this Agreement, as such financing agreement may be amended from time to time. “GCF Financing Agreement” includes all appendices, schedules, and agreements supplemental to the GCF Financing Agreement.

18. “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).
19. “Ministry of Finance” means the Recipient’s Ministry of Planning, Finance and Blue Economy, or any successor thereto acceptable to the Association.
20. “Ministry of Health” means the Recipient’s Ministry of Health, or any successor thereto acceptable to the Association.
21. “MPA Program” means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
22. “National Law on Personal Data Protection” means the Recipient’s law No. 03/2016 on protection of personal data, dated February 15, 2016, published in the Recipient’s official gazette No. 39, dated May 10, 2016, or any other law of the Recipient acceptable to the Association.
23. “One Health Approach” means the collaborative efforts of multiple disciplines working locally, nationally, and globally, to attain optimal health for people, animals, and our environment.
24. “Operating Costs” means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project.
25. “Original Financing Agreement” means the financing agreement for the COVID-19 Emergency Response Project between the Democratic Republic of Sao Tome and Principe and the International Development Association, dated October 6, 2020 (Grant No. D606-ST), as amended. “Original Financing Grant Agreement” includes all appendices, schedules, and agreements supplemental to the Original Financing Agreement.
26. “Original Project” means the Project described in the Original Financing Agreement.
27. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available

information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

28. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
29. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and purchased or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
30. “Project Implementing Entity” means AFAP.
31. “Project Operations Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement.
32. “Regions” mean the regional areas of North America, South America, Europe, Asia, Asia Pacific, and Africa.
33. “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.
34. “Steering Committee” means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
35. “STP COVID Preparedness and Response Plan” mean the Recipient’s emergency preparedness and response plan for COVID-19, dated March 4, 2020, and acceptable to the Association, as said document may be modified from time to time during the emergency, and such term includes all schedules and annexes to said document.
36. “Stringent Regulatory Authority” means a National Regulatory Authority that is classified by WHO as a Stringent Regulatory Authority.
37. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement.
38. “Technical Assistance Agreement” means the agreement referred to in Section I.H of Schedule 2 to this Agreement.

39. “TPM Consultant” means the consultant referred to in Section I.A.2 of Schedule 2 to this Agreement.
40. “Training” means the reasonable costs, as shall have been approved by the Bank, for training conducted under the Project, including tuition, 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 course preparation and implementation (but excluding goods and consulting services).
41. “Vaccine Approval Criteria” means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
42. “Vaccine Delivery and Distribution Manual” means the manual referred to in Section E of Schedule 2 to this Agreement.
43. “WHO” means the World Health Organization.
44. “WHO Emergency Use Listing” means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency.
45. “WHO Fair Allocation Framework” means the WHO’s allocation framework as elaborated in its working paper on “Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility” dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) and people who have underlying conditions that put them at a higher risk of death.
46. “WHO Prequalification” means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.