
GRANT NUMBER E227-3E

Financing Agreement

(Health Emergency Preparedness, Response and Resilience Program Using the
Multiphase Programmatic Approach)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

EAST, CENTRAL AND SOUTHERN AFRICA HEALTH COMMUNITY (ECSA-
HC)

GRANT NUMBER E227-3E

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), and EAST, CENTRAL AND SOUTHERN AFRICA HEALTH COMMUNITY (ECSA-HC) (“Recipient”).

WHEREAS:

- A. The Participating Countries and the Regional Bodies, including the Recipient, have agreed to participate in the MPA Program;
- B. 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”);
- C. By a financing agreement to be entered into on or about the date hereof between the Federal Democratic Republic of Ethiopia and the Association (the “Ethiopia Financing Agreement”), the Association will extend to the Federal Democratic Republic of Ethiopia financing to assist the Federal Democratic Republic of Ethiopia in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the Ethiopia Financing Agreement;
- D. By a financing agreement to be entered into on or about the date hereof between the Republic of Kenya and the Association (the “Kenya Financing Agreement”), the Association will extend to the Republic of Kenya financing to assist the Republic of Kenya in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the Kenya Financing Agreement;
- E. By a financing agreement to be entered into on or about the date hereof between the Democratic Republic of Sao Tome and Principe and the Association (the “STP Financing Agreement”), the Association will extend to the Democratic Republic of Sao Tome and Principe financing to assist the Democratic Republic of Sao Tome and Principe in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the STP Financing Agreement; and
- F. By a financing agreement to be entered into on or about the date hereof between the Intergovernmental Authority on Development (IGAD) and the Association (the “IGAD Financing Agreement”), the Association will extend to IGAD financing to assist IGAD in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the IGAD Financing Agreement.

WHEREAS 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 upon the terms and conditions set forth in this Agreement.

NOW THEREFORE the Association and the Recipient 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 fourteen million nine hundred thousand Special Drawing Rights (SDR 14,900,000) (“Grant”), to assist in financing the project described in Schedule 1 to this Agreement (“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 Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that the ECSA Convention has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has adopted the Project Operations Manual under terms and conditions acceptable to the Association;
 - (b) The Recipient has established the Project Coordination Unit for the Project, in accordance with Section I.A. of Schedule 2 to this Agreement; with functions, staffing and resources satisfactory to the Association including: (i) appointing or assigning at least one environmental and social focal person in accordance with the ESCP; (ii) appointing, assigning or recruiting a Project coordinator, a financial management specialist, a procurement specialist, and one senior knowledge management and monitoring and evaluation specialist; all with terms of reference satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) 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 Director General.
- 6.02. 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

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

(a) the Recipient's address is:

ECSA-HC
157 Olorien, Njiro Road
P.O Box 1009,
Arusha, Tanzania; and

(b) the Recipient's Electronic Address is:

E-mail: regsec@ecsahc.org

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative

Name: _____
Boutheina Guermazi

Title: _____
Director, Regional Integration

Date: _____
24-Oct-2023

**EAST, CENTRAL AND SOUTHERN AFRICA HEALTH
COMMUNITY**

By

Yoswa Dambisya

Authorized Representative

Name: _____
Yoswa Dambisya

Title: _____
Director General

Date: _____
24-Oct-2023

SCHEDULE 1

Project Description

The objective of the Project is to strengthen health system resilience and multisectoral preparedness and response to Health Emergencies in Eastern and Southern Africa.

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

Part 1: Strengthening the preparedness and resilience of regional and national health systems to manage Health Emergencies (HEs)

- 1.1 (a) Supporting regional multi sectoral planning, financing, and governance for HEs in Participating Countries by: (i) strengthening cross-border collaboration through creation of multisectoral cross-border committees tasked with coordinating inter-countries surveillance, preparedness and response to epidemics, climate change, and events of public health concern; (ii) fostering joint cross-border disease outbreak preparedness activities and joint investigations for priority diseases, climate change and other HEs; and (iii) generating regional knowledge and evidence through selected regional operational and analytical research; (b) convening of governance organs of the Project including the Regional Advisory Committee (policy level) and communities of practice; and (c) providing technical assistance to Participating Countries as needed on various technical aspects.
- 1.2 Supporting health workforce development by: (a) providing technical assistance to Participating Countries as needed to conduct situation analyses to establish human resources audit for surveillance and emergency response and training needs in the Participating Countries, including extent of and reasons for gender gaps in access to training; (b) adapting the field epidemiology and laboratory training program approach to train other cadres in biosafety and biosecurity, infection prevention and control, rapid response teams, emergency management system, genomic sequencing, climate change emergency preparedness and response, and gender and social determinants of health, among others; and (c) strengthening regional regulatory and management mechanisms of health professionals (surge capacity) to enable the swift mobilization of health workers across borders during HEs.
- 1.3 Strengthening of local vaccine and pharmaceutical manufacturing capacity in Participating Countries in coordination with IGAD.
- 1.4 Supporting regional information systems for HEs and the digitalization of the health sector by: (a) providing technical assistance to Participating Countries as

needed to establish and/or strengthen management information systems to capture data from the various relevant sectors for event-based surveillance to facilitate timely response on HEs; (b) adopting and/or expanding the use of the existing regional web-based surveillance system for HEs to include health priorities based on Participating Countries' risk profiles; (c) expanding the existing regional e-learning system to include more programs and to further develop it into a regional digital best practices forum; (d) providing technical assistance to Participating Countries to expand their facilities and laboratory information systems including AMR surveillance systems; and (e) successfully integrating complete and high quality collection and analysis of key demographic factors at regional level that influence the experience of epidemics, including sex, age and pregnancy status.

Part 2: Improving the detection and response to Health Emergencies at the regional and national level through a multi-sectoral approach

- 2.1 Supporting collaborative multisectoral surveillance and laboratory diagnostics by providing technical assistance to Participating Countries to enhance early warning and detection of HEs in collaboration with IGAD including:
- (a) Regarding multisectoral surveillance in Participating Countries: (i) technical assistance to expand the roll out of the integrated disease surveillance and response; (ii) expanding regional early warning, alert, and response systems through event-based surveillance; (iii) integrating demographic characteristics such as sex, age and pregnancy status into all regional surveillance systems; (iv) building point of entry capacities for detection and referral of suspected travelers.
 - (b) Regarding laboratory diagnostics in Participating Countries: (i) training laboratory professionals on existing and novel diagnostics including genomics; (ii) expanding interventions on biosafety and biosecurity including biorepository capacities; (iii) strengthening laboratory quality management systems and support towards attainment of international accreditation; (iv) supporting Participating Countries to prepare, supply and monitor quality testing through implementation of proficiency testing program; (v) promoting the designation of high capacity testing facilities as centers of excellence and establishing collaborative agreement between Participating Countries and centers of excellence for epidemic-prone diseases; and (vi) strengthening capacity for maintenance and calibration/certification of medical laboratory equipment.
 - (c) Regarding control of antimicrobial resistance, providing technical assistance to Participating Countries to: (i) implement strategies to control AMR in human, animals and the environment in line with the Global Action Plan on AMR under one-health arrangements; and (ii) strengthen

capacity and implementation of infection control and prevention strategies.

2.2. Supporting emergency management, coordination, and essential service continuity by:

- (a) Supporting health emergencies preparedness and response by providing technical assistance to Participating Countries to: (i) strengthen emergency operation centers including development and strengthening of Public Health Emergency Operation Centers (PHEOC) operation procedures, testing the operations and networking of PHEOCS and other emergency coordination mechanisms in the region; (ii) develop and/or enhance capacities for events management systems; (iii) conduct risk assessment, profiling the risks, including gender-specific risks, and develop contingency plans for priority high risk hazards; (iv) implementation of simulation exercise; (v) develop and implement regional all-hazards emergency response/contingency plans (vi-) undertake periodic assessment of IHR core capacities using the existing tools and to develop and or update the national action plans for health security; (vii-) support the Participating Countries to conduct after action reviews and intra-action reviews for HEs as they occur; and (viii) facilitate joint response to outbreaks and other events of public health importance.
- (b) Facilitating essential services continuity by providing technical assistance to Participating Countries to: (i) improve capacities for forecasting and prepositioning of stockpiles and critical supplies for priority HEs based on risk profiles; (ii) conduct readiness assessments; (iii) conduct simulation exercises to test the preparedness capacity; and (iv) develop mitigation strategies and guidelines for the continuation of essential services including reproductive, maternal, newborn, child and adolescent health services and menstrual hygiene products and maternal health supplies.

2.3. Supporting risk communication and community engagement (RCCE), empowerment, and social protection during HEs through the provision of technical assistance to Participating Countries.

Part 3: Project Management

3.1. Supporting monitoring and evaluation including: (a) enhancing capacities of the Regional Bodies on monitoring and evaluation and data-quality systems for HEs under the Project, including monitoring and evaluation of progress in addressing gender gaps in HE; (b) monitoring and evaluation of the environmental and social aspects of the Project; (c) undertaking Project evaluations including *inter alia* mid-term and end-term assessments; (d) participating in implementation support

missions; and (e) providing technical assistance to support Participating Countries to undertake country-specific evaluations on need basis.

- 3.2. Supporting country and regional learning by: (a) supporting regional knowledge creation and sharing through various consultative meetings and workshops; and (b) facilitating learning and knowledge exchange missions and conferences.
- 3.3. Supporting Project management by strengthening the institutional capacity for implementation, management, and coordination of the Project, including strengthening the capacity of the Project Coordination Unit for day-to-day management of the Project, monitoring and evaluation, environmental and social management, stakeholder engagement, financial management and procurement management), through the provision of technical advisory services, Training, Operating Costs, and acquisition of goods.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Coordination Unit (PCU)

- (a) The Recipient shall establish and thereafter maintain throughout Project implementation, a Project Coordination Unit (PCU) within the Recipient's Secretariat, with a mandate, composition, terms of reference and resources satisfactory to the Association. The PCU shall be responsible for, *inter alia*: (i) day-to-day management and coordination of the implementation of activities under the Project; (ii) the preparation, adjustments and implementation of the Project management tools, including *inter alia*, the POM, Annual Work Plan and Budget, and procurement plans; (iii) monitoring and evaluation; and (iii) compliance with environmental and social standards and fiduciary aspects of the Project, as further defined in the POM.
- (b) The Recipient shall recruit, assign or appoint to the PCU and thereafter maintain throughout implementation *inter alia*: (i) a Project Coordinator; (ii) a senior medical epidemiologist; (iii) a senior laboratory specialist; (iv) a senior emergency preparedness and response specialist; (v) a senior AMR control specialist; (vi) a senior knowledge, management and monitoring and evaluation specialist; (vii) a senior information systems design and management officer; (viii) a financial management specialist; (ix) a procurement specialist; (x) administrative assistant; and any other relevant staff as listed in the POM and the ESCP; all with the terms of reference, qualifications and experience satisfactory to the Association. The Recipient shall also hire or appoint an environmental health specialist as needed.

2. Regional Advisory Committee (RAC)

The Recipient shall, in coordination with IGAD, co-convene throughout Project implementation, a Regional Advisory Committee (RAC). The terms of reference, composition, resources, mandate, powers and functions of the Regional Advisory Committee shall be further set out in the POM in terms acceptable to the Association. The RAC shall: (a) be responsible for interregional-level coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (i) providing strategic guidance and oversight; (ii) act as the main mechanism for interregional knowledge exchange and planning, and

exploring opportunities for partnerships; and (iii) monitoring and evaluation of Project implementation, and reporting and record keeping; (b) meet semi-annually in the first year of Project implementation and annually thereafter; and (c) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the POM.

B. Project Operations Manual

1. The Recipient shall prepare and adopt an implementation manual acceptable to the Association (“Project Operations Manual” or “POM”), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iv) monitoring and evaluation; (v) procurement guidelines and procedures; (vi) corruption and fraud prevention measures; (vii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; (viii) Personal Data collection and processing requirements in accordance with good international practice; (ix) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; (x) details on the composition and working arrangements of the RAC; and (xi) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall exchange views with the Association on the POM prior to adoption, and thereafter ensure that the Project is carried out in accordance with the POM. Provided, however, that in case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the POM.

C. Annual Work Plan and Budget

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 not later than November 30 of each subsequent Fiscal 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 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:
 - (i) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan;
 - (ii) the sources and proposed use of funds therefore; (iii) procurement and environmental and social management arrangements therefor, as applicable; and
 - (iv) 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:
 - (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) 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 one (1) month after the date referred to in Section I.C.1 of this Schedule (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 Fiscal Year to which they related. The Annual Work Plan and Budget may be revised during the Fiscal Year to which they relate, with the prior written agreement of the Association.

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

grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

E. Memoranda of Understanding with Non-Member Participating Countries

1. For the purpose of implementing Project activities vis-à-vis Participating Countries that are not a member to the Recipient (“ECSA Non-members”) and in order to maximize the benefits of the Grant towards all Participating Countries, the Recipient shall, prior to the carrying out of any regional activity under the Project with respect to an ECSA Non-member, enter into a separate memorandum of understanding with each ECSA Non-member in form and substance satisfactory to the Association (each a “Non-Member MOU”), as such Non-member MOU shall include provisions to the effect of ensuring that the ECSA Non-members may be invited and participate in any activity carried out by the Recipient under the Project, including *inter alia*, technical assistance, training events, workshops, data collection and analysis or knowledge-sharing.
2. The Recipient shall exercise its rights and obligations under each Non-Member MOU in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive a Non-Member MOU or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of a Non-Member MOU and those of this Agreement the provisions of this Agreement shall prevail.
4. For purposes of Phase I of the MPA Program, no later than three (3) months after the Effective Date, the Recipient shall enter into a Non-Member MOU with the Democratic Republic of Sao Tome and Principe, and the Federal Republic of Ethiopia, respectively.

F. Agreement with IGAD

1. No later than three (3) months after the Effective Date, the Recipient IGAD shall enter into an agreement (the “Cooperation Agreement”) for the purposes of ensuring coordination throughout Project implementation which shall determine, *inter alia*, the specific roles, responsibilities and deliverables of each Regional Body, all under terms and conditions satisfactory to the Association.
2. The Recipient shall exercise its rights and obligations under the Cooperation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the

Cooperation Agreement or any provision contained therein (whether in whole or in part).

3. In the event of any conflict between the provisions of the Cooperation Agreement and those of this Agreement the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar quarter, covering the calendar quarter during the first year of Project implementation; and thereafter, not later than one (1) month after the end of each calendar semester, covering the calendar semester.
2. 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 shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Grant

A. General

1. 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 Grant 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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, and consulting services, Training, and Operating Costs for the Project except Parts 1.3 and 2.3 of the Project	14,900,000	100%
TOTAL AMOUNT	14,900,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is March 31, 2030.

APPENDIX

Section I. Definitions

1. “AMR” means antimicrobial resistance.
2. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C. of Schedule 2 to this Agreement.
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.1 of Schedule 2 to this Agreement.
5. “Cooperation Agreement” means the agreement to be entered into between the Recipient and IGAD in accordance with Section I.F of Schedule 2 to this Agreement.
6. “ECSA-HC” means East, Central and Southern Africa Health Community, a regional organization established and operating under the ECSA Convention.
7. “ECSA Convention” means the Convention of the East, Central and Southern Africa Health Community dated November 22, 2002, which entered into force and effect as at July 1, 1980, in accordance with Article 17 of the Convention, pursuant to which ECSA-HC was established and is operating.
8. “ECSA Non-members” means Participating Countries that are not member states of the Recipient in accordance with the ECSA Convention.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 3, 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.
10. “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.

11. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
12. “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.
13. “Global Action Plan on AMR” means the global action plan on antimicrobial resistance adopted by WHO in 2015 Sixty-eighth World Health Assembly (document WHA68/2015/REC/1, Annex 3.)
14. “Health Emergencies” or “HEs” means any acute or chronic shocks to health systems that by virtue of scale, timing, or unpredictability overwhelm routine capabilities and hinder the provision of essential health services.
15. “IGAD” means Intergovernmental Authority on Development, a regional economic community set up through IGAD Constitutive Agreement, responsible for carrying out the Project.
16. “IGAD Constitutive Agreement” means the agreement establishing the Intergovernmental Authority on Development of March 21, 1996.
17. “IHR” means the World Health Organization’s International Health Regulations (2005).
18. “MPA Program” means the multiphase programmatic approach program designed to strengthen health system resilience and multisectoral preparedness and response to health emergencies in Eastern and Southern Africa.

19. “Non-Member MOU” means the memorandum of understanding that the Recipient shall enter into with each ECSA Non-member prior to the carrying out of any regional activity under the Project with respect to an ECSA Non-member, in accordance with section I.E of Schedule 2 to this Agreement.
20. “One Health” means an approach that recognizes that the health of people is closely connected to the health of animals and our shared environment and demands collaboration across three interdependent sectors—animal health (agriculture sector), human health (health sector) and ecosystems (environmental sector)—to prevent, detect and respond to disease threats.
21. “Operating Costs” means recurrent costs of the Project, all based on periodic budgets acceptable to the Association: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and communication equipment, and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel and *per diem* costs for technical staff carrying out training, supervisory and quality control activities; (viii) reasonable expenditures for workers involved in carrying out the Project, directly related to Project activities, including a stipend, transportation costs including local travel, *per diems* and accommodation costs; and (ix) salaries of support staff for the Project, but excluding salaries of the Recipient’s regular staff.
22. “Participating Countries” means the countries participating in this MPA Program, namely Federal Democratic Republic of Ethiopia, Republic of Kenya, Democratic Republic of Sao Tome and Principe and any other country as shall be agreed between the Association and the Recipient and further set out in the Project Operations Manual. “Participating Country” means any one of the Participating Countries.
23. “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.
24. “PHEOC” means public health emergency operation center, a physical location for the coordination of information and resources to support incident management activities.

25. “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.
26. “Project Coordination Unit” means the unit to be established by the Recipient in accordance with Section I.A.1 of Schedule 2 to this Agreement.
27. “Project Operations Manual” or “POM” means the Project’s implementation manual referred to in Section I.B. of Schedule 2 to this Agreement.
28. “Regional Advisory Committee” or “RAC” means the committee to be established by the Recipient in coordination with IGAD in accordance with Section I.A.2 of Schedule 2 to this Agreement.
29. “Regional Bodies” means the regional and sub-regional organizations participating in this MPA Program, namely IGAD and the Recipient. “Regional Body” means any one of the Regional Bodies.
30. “Secretariat” means the Recipient’s secretariat established pursuant to the ECSA Convention.
31. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applied to all references to “the date of the Financing Agreement” in the General Conditions.
32. “SOPs” means standard operating procedures.
33. “Training” means training under the Project based on the Annual Work Plan and Budget approved by the Association, such term including, conferences, symposia, scholarships granted to persons on training, seminars, workshops, and study tours, and costs associated with such activity including local and international travel and subsistence costs for training participants, *per diems*, costs associated with securing the services of trainers and experts on specific assignments, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
34. “WHO” means World Health Organization.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:
“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant."

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

"(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration."

3. In Section 5.11, paragraph (a) is modified to read as follows:

"Section 5.11. *Visits*

(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project."

4. Section 6.01 is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.

5. Section 8.02 is modified as follows:

(a) Paragraph (j) on *Membership* is modified to read as follows:

"(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund."

(b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

6. The Appendix (**Definitions**) is modified as follows:

(a) Paragraph 77 (Member Country) is modified to read as follows:

“77. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraph 92 (Recipient) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”