
GRANT NUMBER E226-3E

Financing Agreement

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

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

INTERGOVERNMENTAL AUTHORITY ON DEVELOPMENT

GRANT NUMBER E226-3E

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), and INTERGOVERNMENTAL AUTHORITY ON DEVELOPMENT (“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;
- F. By a financing agreement to be entered into on or about the date hereof between the East, Central and Southern Africa-Health Community (“ECSA-HC”) and the Association (the “ECSA-HC Financing Agreement”), the Association will extend to ECSA-HC financing to assist ECSA-HC in financing part of the cost of activities related to the MPA Program on the terms and conditions set forth in the ECSA-HC Financing Agreement; and

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 eleven million two hundred thousand Special Drawing Rights (SDR 11,200,000) (“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 June 15 and December 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 IGAD Constitutive Agreement 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.

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

(a) the Recipient's address is:

Intergovernmental Authority on Development
Avenue Georges Clémenceau
PO Box 2653, Republic of Djibouti; and

(b) the Recipient's Electronic Address is:

Facsimile:

(+253) 21356994

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guerhazi

Authorized Representative

Name: _____
Boutheina Guerhazi

Title: _____
Director, Regional Integration

Date: _____
27-Oct-2023

**INTERGOVERNMENTAL AUTHORITY ON
DEVELOPMENT**

By

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Authorized Representative

Name: _____
H.E. Dr. Workneh Gebeyehu

Title: _____
Executive Secretary

Date: _____
07-Dec-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 preparedness and resilience of regional and national systems to manage Health Emergencies

1.1. Strengthening multisectoral and cross-border coordination, planning and governance for improved management of Health Emergencies (HEs)

- (a) Strengthening multisectoral coordination, planning and governance for improved HEs in Participating Countries by: (i) convening meetings, at the national, cross border, regional and continental levels (including RAC meetings); (ii) assessing through evidence generation Participating Countries' experience of gender inclusion in HE management and conducting evidence dissemination workshops to ensure women, girls and other gender minority groups are prioritized and reached timely during HEs, specially at cross border areas and refugee and internally displaced persons setting; (iii) enhancing regional multisectoral cross border coordination and collaboration mechanisms and frameworks that incorporate animals, humans and the environment, such as One Health; (iv) developing a regional One Health policy; (v) technical assistance to Participating countries for reviewing, preparing, and adapting guidelines and accountability mechanisms for inter-country human and animal health data sharing pertaining to HEs; (vi) adapting and/or adopting operational protocols and systems and developing country-specific recommendations, SOPs, and guidelines to ensure continued improvement of national coordination aligned with regional directions; and (vii) advocating for the inclusion and attention of non-communicable diseases and neglected tropical diseases in cross border areas, refugees and displaced population settings, conflict and insecurity affected border areas.
- (b) Developing a framework for climate adaptation, resilience and sustainability through: (i) the integration of health-related climate sensitive conditions into East Africa Hazards Watch; (ii) research on climate-health nexus in cross broader/transboundary settings (people and systems), such as high-heat, climate sensitive vector and water borne diseases, and malnutrition as well as impacts on climate change on the health system; (iii) development of health risk profiles for major diseases in the region and collection of data on exposure, vulnerability, and coping capacity (resilience of people and systems); (iv) anticipatory action through

development of a system where indicators, thresholds, and triggers will be designed for major health risks and diseases with corresponding pre-identified proven actions; and (v) organization of cross sectoral seasonal advisories on climate outlooks and health events with Participating Countries during the Greater Horn of Africa Climate Outlook forum.

1.2. Strengthening Health Workforce Development (WFD) in the region.

Strengthening WFD in Participating Countries by: (a) scaling up the establishment and strengthening of field epidemiology training programs (FETP) in the priority Participating Countries; (b) enhancing advocacy for WFD to meet surges (including constituting rapid response teams) and changes in demand for health services; (c) establishing regulatory and management mechanisms to enable swift mobilization of health workers in times of HEs not only to respond to disease outbreaks, but also to sustain essential service provision during crisis; and (d) enhancing surge capacity for preparedness and response to HEs through deployment of rapid response teams to support emergency preparedness and response in the affected countries cross border areas, refugee camps and in humanitarian situations.

1.3. Supporting access to quality health commodities, including building capacity for local vaccine and pharmaceutical manufacturing.

- (a) Providing technical assistance and capacity building to support access to quality health commodities including vaccines and other pharmaceuticals in Participating Countries.
- (b) Supporting the establishment of competitive and efficient pharmaceutical production in Participating Countries, pharmaceutical regulation, quality assurance capacity and pharmaceutical innovation through technical assistance for:
 - (i) the establishment of an enabling regulatory and legal environment for local pharmaceutical manufacturing through regional cooperation and streamlined reforms in areas such as private sector engagement, technology transfer, harmonized pharmaceutical registration processes for movement of medicines within the region, and pharmaceutical regulatory guidelines and frameworks;
 - (ii) strengthening the regulatory capacity of national regulatory authorities and regional bodies for quality control of locally-produced pharmaceuticals, for areas such as good manufacturing practice inspections, regulatory inspections, evaluation of lot release, and post-market surveillance;
 - (iii) strengthening laboratory capacity and laboratory quality management systems, development of regional reference standards, and conducting of bio-equivalence studies;
 - (iv) developing forecasting capacity, rational-use guidance, emergency logistics, and supply chain management plans for the rapid importation of essential health commodities during HEs;
 - (v) supporting digitization of national medicine registration, pharmacovigilance and post-market surveillance;
 - (vi) supporting

coordinated control of the circulation of substandard, falsified and counterfeit medicines; (vii) supporting development of a national food and drug control act in line with African Union Model Law on Medical Products Regulation; (viii) technical assistance, training, and skills transfer on manufacturing processes to local technicians and specialists; (ix) coordinating regional demand aggregation to optimize risk sharing among countries, and establishing pre-negotiated national and regional coordinated procurement systems to ensure access before, during and in the aftermath of HEs; and (x) identifying context and need based priorities for the engagement of the private sector on issues relevant to HE preparedness, response, and health system resilience and improving the enabling environment to enhance impactful private sector engagement.

1.4. Enhancing the cross border health collaboration and continuity of essential health services

Enhancing cross border collaboration and continuity of essential health services in Participating Countries by: (a) developing guidelines and providing training on prevention, detection/tracking, and management of priority causes of HEs in cross border area; (b) facilitating information/data sharing protocols and policies among neighboring countries and strengthening the use of available empirical evidence in regular cross border multi-sectorial meetings; (c) developing or revising a minimum health service delivery package and referral systems for displaced persons, refugees and mobile communities in cross border areas considering routine and emerging HE threats; (d) strengthening coordination and development of frameworks for shared use of public health assets at cross border areas including HE operation centers and laboratories in cross border areas; (e) building the capacity of the Recipient's health team through retaining and increasing staff with system strengthening expertise; (f) convening stakeholders to harmonize cross border collaboration efforts in one multi sectoral platform; (g) revitalizing the multisectoral cross border committees) in priority cross border sites along migratory routes; and (h) conducting joint situation and needs assessment of cross border health facilities to strengthen cross border health service delivery focusing on communicable and non-communicable diseases including transboundary health threats.

Part 2. Improving early detection of and response to HEs through a multisectoral approach

2.1. Strengthening collaborative regional and national multisectoral disease surveillance and laboratory systems capacity

Strengthening early warning systems for detection of priority diseases and disease surveillance capacity for priority diseases in the region by: (a) assessing cross sectoral coordination between human and animal health surveillance systems and strengthening the implementation of data sharing and protection initiatives in the

region; (b) enhancing regional collaboration on disease surveillance between the animal health, human health and environment sectors in areas of common interest; (c) supporting utilization of the mobile laboratories delivered or likely to be delivered to Participating Countries to respond priority diseases outbreaks; (d) technical assistance for developing a policy guideline for sample referral system in the region and supporting dissemination of the policy; and (e) developing a regional laboratory networking strategy to support lab networking to enhance timely laboratory testing for outbreak prone diseases and disseminate the guideline.

2.2. Supporting the emergency management and coordination through operationalization of the IGAD Centre for Health Emergency Preparedness and Response

Supporting the IGAD Centre for Health Emergency Preparedness and Response (“IGAD Centre”) by: (a) recruiting technical human resources; (b) supporting the operation and functioning of the IGAD Centre; (c) technical assistance for the development and endorsement of the protocols for operations of the IGAD Centre; (d) technical assistance for the development of a regional strategy for preparedness and response to HEs; (e) providing technical assistance for HEs management and response in humanitarian settings through the IGAD Centre; and (f) supporting advocacy and visibility efforts of the IGAD Centre through organizing a launching event and branding.

2.3. Supporting integration of Mental Health and Psychosocial Support (MHPSS) in HE Preparedness and Response and in the Cross Border Programing

Supporting the integration of MHPSS in HE preparedness and response and in the cross border programming in Participating Countries by: (a) conducting a situational analysis of the state of mental health; (b) development and dissemination of a policy brief and a regional strategy on mental health; (c) sensitization of the Participating Countries on the situation and gaps of the mental health; and (d) integration of MPHSS in the HE preparedness and response and the cross border programs.

Part 3: Project Management

3.1. Strengthening Project Monitoring and Evaluation.

Strengthening Project monitoring and evaluation in collaboration with ECSA-HC through: (a) data collection, including preparation for routine Project reporting; (b) technical assistance to Participating Countries to conduct, baseline, mid-term, and end term evaluations; (c) supporting activities to improve availability and quality of data; (d) consolidating the baseline data for quarterly reports and preparing annual reports as part of an annual joint review of the Project;

(e) coordinating periodic data quality assessment; and (f) monitoring and evaluation through the Project Implementation Unit of the Recipient including: (i) collecting and compiling all data relating to the Recipient's specific suite of indicators; (ii) analyzing results; and (iii) reporting results to the Association immediately prior to each semiannual implementation support mission.

3.2. Providing need based technical assistance and facilitating the learning agenda

- (a) In collaboration with ECSA-HC, facilitating learning exchange among Participating Countries including: (i) developing a learning plan; (ii) convening and leading regular evidence-based policy dialogue on selected priority topics regarding HE detection and response, climate change, cross border collaboration and resilient health system building; (iii) disseminating best practices through regional meetings, and publications; (iv) facilitating experience sharing events like scientific conferences among Participating Countries; and (v) facilitating robust technology transfer among relevant public and private entities in the Participating Countries and regionally/globally.
- (b) In collaboration with ECSA-HC, provision of technical assistance on building resilience and sustainable system for health, and HE preparedness and response capacity through consulting services in Participating Countries based on country-needs.

3.3. Strengthening Project Management through support of the Project Implementation Unit (PIU)

Strengthening the institutional capacity for implementation, management, and coordination of the Project by the Program Implementation Unit (PIU) including: (a) support to day-to-day management of the Project; (b) environmental and social aspects, including grievance redress mechanisms; (c) stakeholder engagement; (d) fiduciary aspects (*i.e.*, financial management and procurement management); and (e) contracting of staff on short term basis for any required specialized skills; all 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 Implementation Unit (PIU)

- (a) The Recipient shall carry out the Project through the Recipient's Health and Social Development Division, and through the Health Unit shall oversee, coordinate, manage and supervise the implementation of the Project by providing leadership and guidance.
- (b) The Recipient shall establish and thereafter maintain throughout Project implementation, a PIU within the Health Unit of the Recipient's Health and Social Development Division with a mandate, composition, terms of reference and resources satisfactory to the Association. The PIU shall be chaired by a Senior Project Coordinator. The PIU 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.
- (c) Without limitation to paragraph (a) immediately above, the Recipient shall, recruit, assign or appoint to the PIU and thereafter maintain throughout implementation: (i) the senior Project coordinator; (ii) a procurement specialist; (iii) senior knowledge management, learning and monitoring and evaluation specialist; (iv) a senior financial management specialist; (v) a Project accountant; (vi) a Project assistant; (vii) a public health specialist; (viii) a medical epidemiologist; (ix) a pharmaceutical expert; (x) a health and climate expert; (xi) public health experts to support health system resilience; (xii) an internal auditor; and (xiii) any other relevant technical experts as listed in the ESCP and the POM, all with the terms of reference, qualifications and experience satisfactory to the Association.
- (d) Notwithstanding the above, no later than three (3) months after the Effective Date, the Recipient shall adjust the existing contract with the external auditor to incorporate the Project and thereafter maintain it

throughout Project implementation, with terms of reference, qualifications and experience satisfactory to the Association.

- (e) The Recipient shall request Participating Countries to designate a Project focal point to support coordination and implementation of the Project, all with the terms of reference, qualifications and experience satisfactory to the Association, as further described in the POM.

2. Regional Advisory Committee (RAC)

The Recipient shall, in coordination with ECSA-HC, 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; (xi) in respect of Part 1.3 of the Project, technical collaboration and coordination arrangements with AMA and AMRH; and (xii) 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. Annual Work Plans 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 (“IGAD 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 IGAD Non-member, enter into a separate memorandum of understanding with each IGAD 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 IGAD 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.

F. Agreement with ECSA-HC

1. No later than three (3) months after the Effective Date, the Recipient and ECSA-HC 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.

G. Agreement with AFENET

1. To facilitate the carrying out of technical aspects, the Recipient shall, no later than three (3) months after the Effective Date, enter into: an agreement with AFENET for purposes of carrying out Part 1.2 of the Project ("AFENET Agreement"), under terms and conditions approved by the Association, which shall *inter alia*, include the following:
 - (a) the obligation of AFENET to contribute to the carrying out on technical aspects the Project with due diligence and efficiency, in conformity with appropriate administrative, financial and technical practices, the Project Operations Manual, Procurement Regulations, Anti-Corruption Guidelines and Environmental and Social Commitment Plan, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
 - (b) the right of the Recipient to exercise its rights under the AFENET Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purpose of the Grant;

- (c) the obligation of AFENET to: (i) at the request of the Recipient or the Association, exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the AFENET Agreement; (ii) enable the Recipient and the Association to inspect the implementation of activities under the Project and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request; and
 - (d) the obligation of AFENET to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Project, or the performance of its obligations under the AFENET Agreement.
2. The Recipient shall exercise its rights under the AFENET 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 AFENET Agreement or any of its provisions.
 3. In the event of any conflict between the provisions of the AFENET Agreement and the provisions 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, consulting services, Training and Operating Costs for the Project	11,200,000	100%
TOTAL AMOUNT	11,200,000	

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. “African Field Epidemiology Network” or “AFENET” means the “African Field Epidemiology Network Limited by Guarantee” established and operating pursuant to a certificate of incorporation dated November 24, 2005, in the Republic of Uganda, a networking and service organization dedicated to improving health outcomes of the communities they serve in liaison with ministries of health and other partners, including strengthening capacity for public health preparedness and response through field epidemiology (and laboratory) training programs and other applied epidemiology training programs.
2. “AFENET Agreement” means the agreement to be entered into between the Recipient and AFENET in accordance with Section I.G. of Schedule 2 to this Agreement.
3. “African Union Model Law on Medical Products Regulation” means a non-prescriptive legislation meant to be domesticated and implemented by African Union member states and regional economic communities to harmonize regulatory systems, increase collaboration across countries, and provide a regulatory environment that is conducive for health technology development and scale-up.
4. “AMA” means the African Medicines Agency, a specialized agency of the African Union established and operating pursuant to the Treaty for the establishment of the African Medicines Agency adopted by the Thirty-second Ordinary Session of the Assembly of the African Union held in Addis Ababa, Ethiopia, on February 11, 2019.
5. “AMRH” means the African Medical Products Regulatory Harmonization Initiative established in 2009 following the adoption of the Pharmaceutical Manufacturing Plan for Africa (PMPA) at the 3rd Session of the African Union Conference of Ministers of Health, held in February 2007 in Johannesburg and the PMPA Business Plan endorsed by the Assembly of Heads of State in January 2012, to provide an enabling environment for facilitating access to good quality, safe and efficacious medical products, and health technologies; and governed by the AMRH Governance Framework dated December 2, 2022, as amended from time to time.
6. “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.
7. “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.

8. “Category” means a category set forth in the table in Section III.1 of Schedule 2 to this Agreement.
9. “Cooperation Agreement” means the agreement to be entered into between the Recipient and ECSA-HC in accordance with Section I.F. of Schedule 2 to this Agreement.
10. “East Africa Hazards Watch” means a regional public multi-hazards monitoring system launched by the Recipient in 2021 to meet the growing need of risk Information due to increasing climate extremes.
11. “ECSA-HC” means East, Central and Southern Africa Health Community, a regional organization established and operating under the ECSA Convention.
12. “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 of July 1, 1980, in accordance with Article 17 of the Convention, pursuant to which ECSA-HC was established and is operating.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 2, 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.
14. “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.

15. “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.
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. “Greater Horn of Africa Climate Outlook Forum” means a regional forum organized by the IGAD Climate Prediction and Application Centre (ICPAC) three times a year before start of main rainy season in the East Africa region. Key sector ministries of the member states including health are invited to the forum to deliberate on the impacts of the seasonal climate forecast and develop country preparedness plans and advisories.
18. “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.
19. “IGAD” means Intergovernmental Authority on Development, a regional economic community set up through IGAD Constitutive Agreement, responsible for carrying out the Project.
20. “IGAD Centre of Health Emergency Preparedness and Response” or “IGAD Centre” means a specialized center, under the Recipient’s Health and Social Development Division, that coordinates the delivery of the Recipient’s mandate on building countries capacity on health emergency preparedness and response.
21. “IGAD Constitutive Agreement” means the agreement establishing the Inter-Governmental Authority on Development of March 21, 1996.
22. “IGAD Non-Member” means a Participating Country that is not state member of the Recipient, as defined in the IGAD Constitutive Agreement.
23. “IHR” means the World Health Organization’s International Health Regulations (2005).
24. “MHPSS” means Mental Health and Psychosocial Support.
25. “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.

26. “Non-Member MOU” means the memorandum of understanding that the Recipient shall enter into with each IGAD Non-member prior to the carrying out of any regional activity under the Project with respect to an IGAD Non-member, in accordance with section I.E of Schedule 2 to this Agreement.
27. “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.
28. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable materials and supplies, communications, mass media and printing services, vehicle insurance, rental, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and *per diems*, and salaries of contractual staff working on the Project (other than consulting services), but excluding salaries of officials of the Recipient.
29. “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.
30. “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.
31. “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.
32. “Project Implementation Unit” or “PIU” means the implementation unit for the Project referred to in Section I.A.1 of Schedule 2 to this Agreement.
33. “Project Operations Manual” or “POM” means the Project’s implementation manual referred to in Section I.B of Schedule 2 to this Agreement.

34. “Regional Advisory Committee” or “RAC” means the committee to be co-convened by the Recipient in coordination with ECSA-HC in accordance with Section I.A.2 of Schedule 2 to this Agreement.
35. “Regional Bodies” means the regional and sub-regional organizations participating in this MPA Program, namely the Recipient and cooperation. “Regional Body” means any one of the Regional Bodies.
36. “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.
37. “SOPs” means standard operating procedures.
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 scholarships, 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. “WFD” means workforce development.
40. “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."