
GFF GRANT NUMBER TF0B8870

Global Financing Facility

Grant Agreement

**(Second Additional Financing for Malawi COVID-19 Emergency Response and
Health Systems Preparedness Project)**

between

REPUBLIC OF MALAWI

and

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
And INTERNATIONAL DEVELOPMENT ASSOCIATION**

**(acting as administrator of the Global Financing Facility in Support of
Every Woman Every Child)**

GFF GRANT NUMBER TF0B8870

**GLOBAL FINANCING FACILITY
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF MALAWI (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Global Financing Facility in Support of Every Woman Every Child, for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”) and the MPA Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors

under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
 - (b) The financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a grant and a credit in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

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

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

(a) the Recipient's address is:

Ministry of Finance and Economic Affairs
Capital City
P.O. Box 30049
Lilongwe 3
Malawi; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
265-1-789173	finance@finance.gov.mw

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

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF MALAWI

By:



Authorized Representative

Name: Sosten Alfred Gwengwe

Title: Hon

Date: 01-Aug-2022

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT and
INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility in
Support of Every Woman and Every Child)**

By:



Authorized Representative

Name: Preeti Arora

Title: Acting Country Director

Date: 28-Jul-2022

SCHEDULE 1

Project Description

The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19 in Malawi and strengthen national systems for public health preparedness.

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

Part 1: Emergency COVID-19 Response

Provision of immediate support to prevent the spread of COVID-19 through surveillance and containment strategies such as enhancement of disease detection capacities and strengthening of case management capabilities consistent with WHO guidelines, including, *inter alia*:

1.1. Case Detection, Confirmation, Contact Tracing, Recording, Reporting:

- (a) (i) training of: (A) district teams in rapid response and contact tracing; and (B) zonal core teams and health workers in case management; and (ii) provision of ambulances and vehicles for rapid response teams;
- (b) (i) training of laboratory staff for testing of COVID-19; and (ii) provision, service and maintenance of COVID-19 diagnostic equipment including purchase of testing kits, reagents, sample collection materials and cartridges, related accessories and equipment;
- (c) renovation of the existing quarantine units at points of entry and provision of tents to enhance capacity for quarantine at all points of entry and isolation at infectious disease treatment centers; and
- (d) optimization of RT-PCR platforms including service contracts and calibration to accommodate multiples COVID-19 tests; and procurement of reagents for RT-PCR tests; procurement of genomic sequencing equipment and reagents.

1.2 Health System Strengthening

- (a) provision of essential medical supplies including personal protective equipment (PPE), ventilators, oxygen, pulse oximeters, handheld infrared thermometers and disinfectants;
- (b) enhancement of surge capacity in healthcare workers for clinical services, disease control and surveillance and laboratory services;

- (c) procurement and installation of pressure swing absorption plants (“PSA”) and oxygen supply system at a Central Hospital, and supply of oxygen cylinders to neighboring district hospitals; procurement of oxygen therapy equipment using climate smart technologies; and operation and maintenance of PSA plants;
- (d) development of training materials, including training toolkits for biomedical technicians/engineers on management of PSA plants and oxygen therapy;
- (e) acquisition of digital health and diagnostic equipment (computed tomography (CT) scanner, Magnetic Resonance Imaging (MRI), digital X-ray machines and ultra-sound machines; and
- (f) promoting improved infrastructure through: (i) renovation of PHC Training Centers, expansion and renovation of health facilities and district labs as well as data centers; and (ii) construction of an infectious disease isolation center at a central hospital.

1.3 Vaccine Procurement and Deployment

- (a) Purchasing Project COVID-19 Vaccines whether directly from manufacturers, and/or from excess stock from other countries; and/or through COVAX Facility, AVATT, or other multilateral aggregation mechanisms, provided they comply with Associations’ eligibility and financing requirements.
- (b) Strengthening Malawi’s institutional frameworks for deployment of Project COVID-19 Vaccines, including development of: (i) guidelines for intra-country vaccination allocations; (ii) the Vaccine Delivery and Distribution Manual, including guidelines preempting forced vaccination and ensuring that mandatory vaccination programs are well designed, including consent seeking and due process guarantees for those who choose to opt out; (iii) standards and protocols surrounding cold chain, supplies, storage, logistics and training; (iv) accountability, grievance redressal and citizen and community engagement mechanisms.
- (c) Supporting the deployment of Project COVID-19 Vaccines through: (i) coordinating and implementing all logistics arrangements, including strengthening of Malawi’s vaccine-related infrastructure, immunization systems, and service delivery capacity, inter alia, cold chain facilities, vehicles and logistics infrastructure, assessment of vaccine management capacity and training of delivery workers; (ii) rolling out e-vaccination platforms and open logistic management information system that are interoperable with the health management information system (HMIS);

- (iii) monitoring and investigating adverse events following immunization and (iv) enhancing waste management capacity through, inter alia, the operation and maintenance of existing incinerators, the training of health care workers on waste management practices, and the development/finalization of waste management guidelines and policies.
- (d) Addressing gender gap through enhanced communication campaigns, training and monitoring and evaluation of sex-disaggregated data, including: (i) reviewing of training materials to identify the extent to which GBV is addressed; and (ii) integrating GBV sensitization training tools for health care workers
- (e) Acquisition, installation and repair of solar panels to generate back-up power for the vaccine cold chain system at health facilities.

1.4 Monitoring and maintaining Essential Health

- (a) Maintaining essential health services in the context of COVID-19 response and recovery through: (i) improving human resource planning and management to improve the demand for and delivery of essential health services including adolescent sexual and reproductive health services at both the community and health facility level; (ii) procuring essential medicines and equipment and supplies to mitigate stockouts and ensure continued delivery of essential health services; (iii) strengthening of infection control at health facilities including reviewing and disseminating of the national policy on infection, prevention and control in the water and sanitation sectors; (iv) improving data availability to promote evidence-based decisions; and (v) developing a health monitoring, evaluation and health information system strategy.

Part 2: Supporting National and Sub-national, Prevention and Preparedness

Strengthening the preparedness capacity of the public health system to respond to the COVID-19 pandemic and to future pandemics and other threats to health security, including, inter alia: (a) training of healthcare personnel, at both national and district levels, in emerging infectious diseases and control and infectious health care waste management and (b) strengthening the capacity of the Emergency Operation Center (“EOC”) through minor renovations of the EOC office buildings and enhancement of its information technology infrastructure.

Part 3: Implementation Management and Monitoring and Evaluation

Strengthening monitoring and reporting of adverse occurrences in relation to the COVID-19 vaccination campaign, implementing the Supplemental ESCP, and strengthening Project coordination and supervision by adopting geo-enabling monitoring

and supervisions systems and carrying out an independent assessment of Malawi's COVID-19 response.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. **Ministry of Health (MoH).** The Recipient's ministry responsible for health ("MOH") shall be responsible for overall Project implementation and management.
2. **Health Cluster Committee (HCC).** The Recipient shall maintain, at all times during the implementation of the Project, Health Cluster Committee ("HCC"), chaired by the Chief of Health Services, with composition, powers, functions, facilities and other resources satisfactory to the Bank. The Health Cluster Committee (HCC) shall be chaired by the Chief of Health Services and shall provide overall oversight and strategic guidance for implementation of the Project.
3. **Health Emergency Technical Committee (HETC).** The Recipient shall maintain, at all times during the implementation of the Project, the Health Emergency Technical Committee ("HETC"), with composition, powers, functions, facilities and other resources satisfactory to the Bank. The HETC shall be responsible for coordinating preparedness and response to the COVID-19 outbreak and shall provide technical support and guidance to the HCC for the implementation of the Project.
4. **National COVID-19 Task Force.** The Recipient shall maintain, at all times during the implementation of the Project, the National COVID-19 Task Force with composition, powers, functions, facilities and other resources satisfactory to the Bank. The National COVID-19 Task Force shall be responsible for developing the technical guidelines, interventions, preparedness plans and budget as well as ensuring operational readiness for any COVID-19 outbreak and shall provide technical support and guidance to the HETC for implementation of the Project.
5. **Project Implementation Units**
 - (a) **SATHSSP PIU**
 - (i) The Recipient shall: (1) maintain for twelve (12) months from the Effective Date, or until the COVID-19 PIU assumes responsibility for the Project, the SATHSSP Project Implementation Unit, with composition, powers, functions, staffing, facilities and other resources satisfactory to the Bank; including an assistant procurement specialist, with qualifications, experience and terms of reference acceptable to the Bank; and (2) designate said

SATHSSP Project Implementation Unit to be responsible for day-to-day management and implementation of the Project, including *inter alia*, preparation of annual work plans, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, and reporting.

- (ii) The SATHSSP Project Implementation Unit shall be responsible for the timely and effective implementation of the Project, including provision of relevant performance information to the Health Cluster Committee, preparation of quarterly financial and technical reports and performance of such other functions as may be further detailed in the Project Implementation Manual.
- (iii) The Recipient shall maintain the strengthened Project implementation structure and monitoring systems comprising of subject-matter experts (or technical advisors), in numbers and with qualification acceptable to the Association, from the Ministry of Health's Expanded Program for Immunization, its Clinical Directorate, Planning and Policy Development Directorate and Health Technical Support Services Directorate; and a dedicated environmental and social specialist with qualifications, experience and under terms of reference satisfactory to the Bank.

(b) COVID-19 PIU

- (i) The Recipient shall no later than three (3) months from the Effective Date, establish and thereafter maintain throughout the implementation of the Project, a COVID-19 Project Implementation Unit (COVID-19 PIU), comprising a Project coordinator, monitoring and evaluation specialist, an environmental and social specialist, a procurement specialist, and a financial management specialist and an infectious control and medical waste management specialist, all with terms of reference, qualifications, and experience satisfactory to the Bank, to be responsible for day-to-day management and implementation of the Project, including *inter alia*, preparation of annual work plans, environmental and social management, financial management, procurement, monitoring and evaluation, and reporting.
- (ii) The COVID-19 PIU shall no later than twelve (12) months from the Effective Date, assume the responsibilities of the SATHSSP PIU for the Project, including the timely and effective implementation of the Project.

6. Project Implementation Committee

The Recipient shall no later than three (3) months after the Effective Date establish and thereafter maintain throughout the implementation of the Project, a Project Implementation Committee, comprising representatives of all implementing MOH departments chaired by the Chief of Health Services, to be responsible for providing Project implementation oversight, including the review of relevant performance information, and quarterly financial and technical reports as may be further detailed in the Project Implementation Manual.

B. Implementation Arrangements

1. National COVID-19 Preparedness and Response Plan

The Recipient shall ensure that the Project is carried out in accordance with the National COVID-19 Preparedness and Response Plan; and shall maintain, at all times during the implementation of the Project, adequate public health emergency coordination and management arrangements, all in a manner acceptable to the Bank.

2. Project Implementation Manual

(a) The Recipient shall, update the Project implementation manual containing detailed guidelines and procedures for the implementation of the Project, including with respect to: administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Bank ("Project Implementation Manual").

(b) In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual.

3. Vaccine Delivery and Distribution Manual

Without limitation on Section I.A and I.B above, in order to ensure adequate implementation of Part 1.3 of the Project, the Recipient shall maintain the manual for Project COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and

Distribution Manual”), in form and substance satisfactory to the Bank, which shall include:

- (a) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (c) rules and procedures for processing and collection of Personal Data in accordance with good international practice; and
 - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
2. Without limitation on Section I.A above, the Recipient shall carry out the Project in accordance with this Agreement and the Vaccine Delivery and Distribution Manual. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Manual without prior written concurrence of the Bank.
3. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual, on the one side, and this Agreement on the other side, the provisions of this Agreement shall prevail.
4. Work Plan and Budget
- (a) The Recipient shall, not later than one (1) month after the Effective Date, prepare and furnish to the Bank, a work plan and budget containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
 - (b) The proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
 - (c) The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence in

accordance with such work plan and budget as shall have been approved by the Bank (“Work Plan and Budget”).

- (d) The Recipient shall not make or allow to be made any change to the approved Work Plan and Budget without prior approval in writing by the Association.

C. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Recipient or security forces and local communities, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

D. Standards for COVID-19 Vaccine Approval.

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

E. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency

- Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Bank.
3. The Recipient shall ensure that:
- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
4. Activities under the Contingent Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, Operating Costs and Training under Part 1.4 of the Project	10,000,000	100%
TOTAL AMOUNT	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is June 30, 2024.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
2. “AU” means the African Union.
3. “AVATT” meant the African vaccine acquisition task team established by the African Union chairperson, as part of the AU’s vaccine strategy, and endorsed by the AU Bureau of Heads of State and Government on August 20, 2020.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Central Hospital” means a referral hospital for tertiary health services.
6. “CERC Manual” means the manual referred to in Section I.E of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank and which is an integral part of the Operational Manual.
7. “Clinical Directorate” means a directorate in the Ministry of Health responsible for technical leadership and advice on delivery of high-quality clinical services in the Recipient’s territory.
8. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
9. “COVAX Facility” means the global risk-sharing mechanism for pooled procurement and equitable distribution of COVID-19 vaccines lead by Gavi.
10. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
11. “COVID-19 PIU” means the Project implementation unit to be established under Section 1.A.5 (b) of Schedule 2 to this Agreement.
12. “COVID-19 Vaccine Deployment Plan” means the plan developed by the Recipient for the acquisition and roll out of the vaccine.
13. “COVID-19 Vaccine Purchase and Procurement Plan” means the developed by the Recipient for procurement of a vaccine.

14. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
15. “Emergency Action Plan” means the plan referred to in Section I.E.1(b) of Schedule 2, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
16. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section E of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
17. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Original Project, dated April 9, 2020 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.
18. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
19. “GBV” means gender-based violence.
20. “Health Technical Support Services Directorate” means a directorate within the Ministry of Health responsible for the management and supply of drugs and other medical supplies, provision of diagnostic services and maintenance of infrastructure and acquisition and maintenance of equipment.

21. “Identifiable Individual” means an individual 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 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.
22. “MPA Program” means the “COVID-19 Strategic Preparedness and Response Program (Global COVID-19 MPA)” multiphase programmatic approach program designed to assist countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
23. “Magnetic Resonance Imaging” or “MRI” means a medical imaging technique used in radiology to form pictures of the anatomy and the physiological processes of the body.
24. “National COVID-19 Preparedness and Response Plan” means the Recipient’s emergency preparedness and response plan for COVID-19, received by the Association on March 17, 2020, as said document may be modified from time to time, and such term includes all schedules and annexes to said document.
25. “National COVID-19 Task Force” means the expert sub-committee under the HETC responsible for preparing guidelines and provision of advice to the HETC and referred to in Section I.A.4 of Schedule 2 to this Agreement.
26. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted personnel, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.
27. “Original Agreement” means the financing agreement entered into between the Recipient and the Association, dated April 17, 2020 (Grant No. D620-MW).
28. “Original Project” means the project activities described in Schedule 1 to the Original Agreement.
29. “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.

30. “PHC Training Centers” means the primary health care training centers which train health surveillance assistants who are community-level health care providers.
31. “Planning and Policy Directorate” means a directorate within the Ministry of Health responsible for providing strategic guidance and direction through short-, medium- and long-term plans for the health sector at national and council level, through undertaking policy analysis and formulation, coordinating formulation of health sector budgets and overseeing their implementation.
32. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
33. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient and acquired or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
34. “Project Implementation Committee” means the committee responsible for providing implementation oversight of the Project and referred to in section I.A.6 of Schedule 2 to this Agreement.
35. “Project Implementation Manual” means the manual prepared and adopted by the Recipient for purposes of implementing the Project, pursuant to Section I.B.2 of Schedule 2 to this Agreement, as the same may be further amended, from time to time, with the prior written concurrence of the Association.
36. “PSA” means pressure swing absorption plants.
37. “Regions” means the regional areas of the North America, South America, Europe, “Asia, Asia Pacific, and Africa.
38. “RT-PCR” means real time polymerase chain reaction.
39. “SATHSSP PIU” means the Recipient’s Project implementation unit for the Southern Africa Tuberculosis and Health Systems Support Project, referred to in Section I.A.5(a) of Schedule 2 to this Agreement.

40. “Southern Africa Tuberculosis and Health Systems Support Project” means the project financed by an agreement between the Recipient and Association, dated August 5, 2016 (Credit number 5864-MW, Grant number D1170-MW).
41. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
42. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
43. “Stringent Regulatory Authority” means a national regulatory authority that has been classified by WHO as a stringent regulatory authority.
44. “Supplemental ESCP” means the supplemental environmental and social commitment plan for the Project, dated May 23, 2022, 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.
45. “Training” means the reasonable costs associated with training under the Project, based on the Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.
46. “Vaccine Approval Criteria” means the requirement that Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one (1) of the Stringent Regulatory Authority identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; or (b) has received WHO Prequalification (PQ) or WHO Emergency Use Listing (EUL); or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
47. “Vaccine Delivery and Distribution Manual” means the manual to be prepared and adopted by the Recipient for purposes of implementing Part 1.3 of the Project, pursuant to Section I.D.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written concurrence of the Association.

- 48. “WHO” means the World Health Organization., a specialized agency of the United Nations.
- 49. “WHO Fair Allocation Framework” means WHO’s allocation framework as elaborated in its working paper on “Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility” dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) people who have underlying conditions that put them at a higher risk of death.
- 50. “Work Plan and Budget” has the meaning set forth in Section I.B.4 of Schedule 2 to this Agreement.