
ARTF GRANT NUMBER TF0B8512
GFF GRANT NUMBER TF0B8514

**Afghanistan Reconstruction Trust Fund
and
Global Financing Facility for Women,
Children and Adolescents Multi-Donor
Trust Fund**

Grant Agreement

(Afghanistan Health Emergency Response (HER) Project)

Between

INTERNATIONAL DEVELOPMENT ASSOCIATION

**acting as administrator of the Afghanistan Reconstruction Trust Fund, and
administrator of the Global Financing Facility for Women, Children and
Adolescents Multi-Donor Trust Fund**

and

**UNITED NATIONS CHILDREN'S FUND
(for the benefit of Afghanistan)**

**ARTF GRANT NUMBER TF0B8512
GFF GRANT NUMBER TF0B8514**

**AFGHANISTAN RECONSTRUCTION TRUST FUND AND
GLOBAL FINANCING FACILITY FOR WOMEN, CHILDREN AND
ADOLESCENTS MULTI-DONOR TRUST FUND**

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION, acting as administrator of the AFGHANISTAN RECONSTRUCTION TRUST FUND (“ARTF”) and as administrator of the GLOBAL FINANCING FACILITY FOR WOMEN, CHILDREN AND ADOLESCENTS MULTI-DONOR TRUST FUND (“GFF”) (“Bank”) and UNITED NATIONS CHILDREN’S FUND (“Recipient” or “UNICEF”).

WHEREAS:

(A) the United Nations has, in response to the risks of severe drought in Afghanistan and the crisis therein following the events that occurred on August 15, 2021, requested the Bank on November 7, 2021, to finance international community’s efforts for providing humanitarian assistance and protecting basic service delivery in Afghanistan;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the Project, requested the Bank to assist in financing the Project; and

(C) the Bank has agreed on the basis, *inter alia*, of the foregoing to extend to the Recipient a grant for the benefit of the people of Afghanistan upon terms and conditions set forth in this Agreement.

NOW THEREFORE, 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. The Financial Management Framework Agreement (“FMFA”) (as defined in the Appendix to this Agreement) constitutes an integral part of this Agreement. Without limitation to the provisions of the FMFA, in respect to the Recipient, all and/or any references in the FMFA to the:

- (a) "Letter Agreement(s)" shall be understood as references to this Agreement;
 - (b) "Trust Fund Grant(s)" shall be understood as references to the Grant referred to in Section 2.01 of this Agreement;
 - (c) "UN" and "UN Organization," including a particular reference in Section 7 of the FMFA, shall be understood as reference to "United Nations Children's Fund";
 - (d) "UN Controller" shall be understood as reference to the "UNICEF Controller";
 - (e) "UN Financial Regulations" shall be understood as reference to the "UNICEF Financial Regulations and Rules"; and
 - (f) "Parties" in section 11 of the FMFA shall be understood as reference to the "Bank" and "United Nations Children's Fund" or, alternatively, the "Bank" on the one hand and the "United Nations Secretariat" and all "UN Organizations" (as that term is defined in the FMFA) on the other hand, if a satisfactory consolidated review mechanism is established.
- 1.03. 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 objective of the project described in Schedule 1 to this Agreement ("Project"). 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 from various sources in the following amounts, which in aggregate do not exceed one hundred sixty-nine million United States Dollars (\$169,000,000) ("Grant") to assist in financing the Project: comprised of (a) an amount not to exceed one hundred fifty million United States Dollars (\$150,000,000) (Portion A of the Grant or "ARTF Grant"); and (b)

an amount not to exceed nineteen million United States Dollars (\$19,000,000) (Portion B of the Grant or “GFF Grant”).

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust funds for which the Bank receives periodic contributions from the donors to the trust funds. 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 Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
 - (a) if, by notice sent to the Recipient pursuant to sub-paragraph (iv) of paragraph 9 of the FMFA, the Bank confirms that it reasonably believes the actions taken previously in accordance with said Section 9 have not been sufficient to fulfill its fiduciary obligations to ensure that the proceeds of the Grant were for eligible expenditures; or
 - (b) if, by notice sent to the Recipient pursuant to sub-paragraph (iii)(a)(1) of paragraph 10 of the FMFA, the Bank confirms that alternative financial management arrangements mutually acceptable to the Bank and the Recipient were not reached within the period stipulated therein; or
 - (c) if, the Bank determines at any time that a reference in either paragraph 1 or paragraph 4 of Section II.B of Schedule 2 to this Agreement to the Recipient’s Financial Regulations and Rules is incomplete or inaccurate in any material respect; and/or
 - (d) if the Bank for any reason revokes the application of the Alternative Procurement Arrangements set forth in Section III.1 of Schedule 2 to this Agreement.

Article V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the UNICEF Representative, Afghanistan.
- 5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

UNICEF, the United Nations Children's Fund
United Nations Office Complex (UNOCA)
Jalalabad Road
Kabul, Afghanistan
(Attention: The Country Representative)

With a copy to:

UNICEF, the United Nations Children's Fund
UNICEF House
Three United Nations Plaza
New York, New York 10017
(Attention: Director, Public Partnerships Division); and

(b) the Recipient's Electronic Address is:

E-mail:
mayoya@unicef.org

- 5.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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.

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**
acting as administrator of Afghanistan Reconstruction Trust
Fund, and
as administrator of the Global Financing Facility for Women,
Children and Adolescents Multi-Donor Trust Fund

By

Melinda Good

Authorized Representative

Melinda Good

Name: _____

Country Director

Title: _____

25-May-2022

Date: _____

UNITED NATIONS CHILDREN'S FUND

By

Mohamed Ayoya

Authorized Representative

Mohamed Ayoya

Name: _____

Representative

Title: _____

26-May-2022

Date: _____

Mk

SCHEDULE 1

Project Description

The objective of the Project is to increase the utilization and quality of essential health services in Afghanistan.

The Project consists of the following parts:

Part 1. Urgent Provision of Essential Primary and Secondary Health Services

- 1.1. Enhancing utilization and quality of the Basic Package of Health Services and Essential Package of Hospital Services through performance-based service contracts with Service Providers.
- 1.2. Enhancing community and facility level nutrition services by supporting: (a) maintenance of paid female nutrition counsellors, including training nutrition counselors on knowledge, and skills, and providing them with tools, to deliver the community based nutrition services and expand their community outreach, and building the capacity of Service Providers to develop knowledge and skills for managing and treating severe acute malnutrition; (b) adaptation and development of behavior change communication materials and mediums, focusing on key nutrition messages; and (c) monitoring and reporting to assess the status of nutrition service delivery and improve system performance.
- 1.3. Enhancing the health system capacity to prevent and respond to infectious disease outbreaks and to eradicate polio, by supporting the Service Providers with: i) infection prevention and control; ii) improving diagnostic and reporting capacity; iii) improving treatment capacity; iv) risk communication and community engagement to protect people and increase demand for vaccinations. For clarity, Project activities exclude any acquisition or deployment of COVID-19 vaccines.

Part 2. Strengthening Service Delivery and Project Coordination

- 2.1. Promoting quality of care and strengthening the capacity of healthcare workers contracted by the Service Providers through: i) trans-provincial training and mentorship and ii) broadening institutional investments to improve content of quality of care.
- 2.2. Enhancing quality health products and equipment supply chains through supporting Service Providers with forecasting and procurement for high-quality health products and essential equipment, and financing of any short-term funding gaps for medicines or vaccines in Basic Package of Health Services and Essential Package of Hospital Services.

- 2.3. Strengthening monitoring and ensuring accountability through: (a) verification of data on service delivery and quality, (b) provision of technical assistance to improve Service Providers performance and management, and (c) in-depth outcome assessments, including a comprehensive independent facility-level assessment of the quality of care and a household and beneficiary assessment.
- 2.4. Project Implementation and coordination by supporting: (i) the Recipient's Indirect Costs; (ii) direct project management and supervision costs required to support the implementation of the project, including, among others, project monitoring, evaluation and coordination; and (iii) establishment of a grievance redress mechanism.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. The Recipient shall carry out the Project with due diligence and efficiency in conformity with appropriate administrative, financial, technical, environmental and social standards and practices and in accordance with the provisions of this Agreement, the FMFA, the Environmental and Social Commitment Plan (“ESCP”) and the Project Operations Manual, and shall promptly provide the funds, facilities, services and other resources required for the Project.
2. A coordination committee of the Project (the “Project Coordination Committee”) shall be established, not later than one (1) month after the Effective Date, and thereafter maintained throughout the implementation of the Project with a composition and terms of reference agreed by the Recipient and the Bank, to help provide, *inter alia*, the overall guidance for the Project, as further set out in the Project Operations Manual. The Recipient shall facilitate the establishment and maintenance of the Project Coordination Committee.
3. Without limitation upon other provisions of this Agreement, to facilitate the implementation of the Project, the Recipient may: (a) engage Recipient’s Implementing Partners pursuant to a partnership or service contract arrangement agreed between the Recipient and said partners and satisfactory to the Bank; and (b) make part of the proceeds of the Grant allocated under Categories (1) and (2) of the table set forth in Section IV.A of this Schedule available to Implementing Partners to carry out activities agreed upon under the partnership or service contract arrangement.
5. Without limitation upon other provisions of this Agreement, the Recipient shall carry out supervision and monitoring of the Project in accordance with its own policies and procedures and shall share information related to said supervision and monitoring in the detail and frequency as the Bank and Recipient shall agree in writing.

B. Project Operations Manual.

1. The Recipient shall:
 - (a) no later than one (1) month after the Effective Date, prepare, and thereafter maintain, throughout the implementation of the Project, an operational manual for the Project, in form and with substance acceptable to the Bank

(“Project Operations Manual”), containing, inter alia, (i) a detailed description of the Project activities and institutional arrangements for their implementation; (ii) detailed terms of reference of the Project Coordination Committee and its operational arrangements; (iii) monitoring, evaluation, financial and reporting procedures for the Project, including third-party monitoring of project implementation; (iv) operational procedures and arrangements for monitoring compliance with Entry Criteria for Access; and (v) implementation of environmental and social instruments referred to in the ESCP;

(b) carry out the Project in accordance with the Project Operations Manual.

2. Without limitation upon other provisions of this Agreement, monitoring, evaluation, financial and reporting procedures for third-party monitoring of project implementation in the Project Operations Manual under Section I.B.1 (iii) above shall include, among others, detailed terms of reference of the Recipient’s Third-Party Monitoring, which may be carried out in coordination with the monitoring agent of the Bank, and sharing of information between the Recipient’s Third-Party Monitoring Agent(s) and the Bank’s monitoring agent.
3. The Recipient shall not amend, suspend, or waive any provision of the Project Operations Manual without the prior written concurrence of the Bank.
4. In the event of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Workplan and Budget

1. The Recipient shall, not later than one (1) month after the Effective Date, and thereafter annually, on May 15 of each year during the implementation of the Project, or such later date as the Bank may agree in writing, prepare and furnish to the Bank for its approval, the Work Plan and Budget, covering activities to be implemented under the Project for the subsequent twelve (12) months, a proposed financing plan for expenditures required for such activities, and a timetable for their implementation. The Work Plan and Budget shall be reviewed on a six-monthly basis, and updated as required and agreed by the Recipient and the Bank.
2. The Recipient shall afford the Bank a reasonable opportunity to exchange views on such proposed Work Plan and Budget and thereafter ensure that the Project is implemented in accordance with such Work Plan and Budget as shall have been agreed to by the Recipient and the Bank.
3. The Recipient may revise the Work Plan and Budget, as needed, with the prior written agreement of the Bank.

D. Third-Party Monitoring

1. No later than one (1) month after the Effective Date, the Recipient shall hire and maintain throughout Project implementation, a Recipient's Third-Party Monitoring Agent, with qualifications, experience and terms of reference satisfactory to the Bank, to be financed out of the proceeds of the Grant as set forth in the table under Section IV.A of Schedule 2 to this Agreement, to carry out Recipient's Third-Party Monitoring of the Project implementation, including, without limitation, periodic site visits, assessment of local context and conditions, verification of services volume and quality and preparation of reports, evaluating performance of the Service Providers and related delivery of Basic Package of Health Services and Essential Package of Health Services under the Project.
2. Names and summary of the qualifications of the recommended firm for the contract of the Third-Party Monitoring Agent(s) will be shared with the Bank prior to contract award. The Bank shall have five (5) business days to raise any concerns with the Recipient regarding the recommended firm.
3. The Recipient shall cause the Recipient's Third-Party Monitoring Agent(s) to prepare a monitoring report quarterly, each covering a period of three (3) months. The Recipient shall, after its review, and no later than fifteen (15) business days after the receipt of monitoring report, make available such monitoring report to the Bank.

E. Anti-Corruption

1. The Recipient shall carry out the Project subject to the provisions of the Standard Conditions and the following undertakings:
 - (a) In the event that the Recipient or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Project or any expenditures under the proceeds of the Grant (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to any activity under the Project), the Recipient or the Bank, as the case may be, shall promptly bring such information to the attention of the appropriate official or officials of the other party, as designated from time to time by each party by written notice to the other party.
 - (b) Without limitation to paragraph (a) above, concurrently with submission of a Project Report under Section II.A, the Recipient's Office of Internal Audit and Investigations shall submit to the World Bank Group's Integrity Vice Presidency a statement confirming whether or not, during the reporting period of the Project Report, the Recipient has received any non-frivolous allegations referred to in paragraph (a) above, and a brief description of any such allegations received. Any information provided under this paragraph

that is designated as such by the Recipient's Office of Internal Audit and Investigations will be considered strictly confidential and will only be disseminated within the organization on a strict 'need to know' basis. Information that has previously been provided to the Bank on an ad hoc basis under paragraph (a) will not be considered 'Strictly Confidential' unless it was designated as such at the time of initial disclosure, regardless of whether the same information is duplicated in whole or in part in any report to be generated under this paragraph. The Bank reserves the right to use strictly confidential information in furtherance of its own investigations under paragraph 4 of this Section I.E. but will notify the Recipient in advance and, upon request, will consult with the Recipient before doing so.

- (c) Following consultation between the Recipient and the Bank, the Recipient will, to the extent the information relates to actions within the authority or accountability of the Recipient, take timely and appropriate action in accordance with its accountability and oversight framework, including applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter, the Recipient and the Bank agree and acknowledge that the Recipient has no authority over and accordingly shall have no responsibility to investigate, any government official or officials or consultants of the Bank.
- (d) To the extent such investigation confirms the allegations and to the extent that remedial action is within the authority of the Recipient, the Recipient will take timely and appropriate action in response to the findings of such investigation, in accordance with the Recipient's accountability and oversight framework, including its regulations, rules, policies and procedures.
- (e) To the extent consistent with the Recipient's Financial Regulations and Rules, including its regulations, rules, policies and procedures, it will keep the Bank regularly informed by agreed means of actions taken pursuant to Section I.E.1(c) immediately above, and the results of the implementation of such actions, including where relevant, details of any recovery of funds or writing-off of losses. The Recipient will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. The Recipient will, in consultation with the Bank, credit any funds so recovered to the Bank or agree with the Bank to use these funds for a purpose mutually agreed upon.

2. In the event that the Bank reasonably believes that timely and appropriate action has not been taken by the Recipient under Section I.E.1 above, the Bank may request direct consultations at a senior level between the Bank and the Recipient in order to obtain assurances that the Recipient's oversight and accountability mechanisms have been and are being fully applied in connection with such allegations. The Recipient and the Bank take note of the relevant provisions of the United Nations Financial Regulations and Rules and the Recipient's corresponding relevant provisions in its Financial Regulations and Rules.

3. The Bank may, following consultation with the Recipient, by notice to the Recipient, suspend the right of the Recipient to make further withdrawals of the proceeds of the Grant if the Bank reasonably believes the actions taken by the Recipient under Section I.E.1 above have not been sufficient to fulfill its fiduciary obligation with respect to the Grant.
4. The Bank has the right and authority, pursuant to the Anti-Corruption Guidelines, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, or collusive practices (as defined in Section I.E.7 below) by any third party, and to sanction any such third party which the Bank has determined to have engaged in such practices; provided, however, that in this Section, “third party” does not include the Recipient. To the extent consistent with the Recipient’s oversight framework, including its regulations, rules, policies and procedures, and if requested by the Bank, the Recipient shall cooperate with the Bank in the conduct of such investigations.
5. Without limitation to the provisions of paragraph E.1 of this Section, the Bank retains the right to conduct an investigation in connection with the information referred to in paragraph E.1(a) of this Section and any information provided to the Recipient regarding allegations of corrupt, fraudulent, coercive, or collusive practice in connection with the bidding process, the award, or implementation of any contract to be or being financed out of the proceeds of the Grant, except that the Bank may not investigate the Recipient or other United Nations agency. In all such investigations, the Recipient agrees to facilitate such investigations.
6.
 - (a) The Recipient will require any third-party commercial entity with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract financed with the proceeds of the Grant to disclose to the Recipient whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group. The Recipient will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts during the Project implementation.
 - (b) If the Recipient intends to issue a contract in connection with the Project with a party that has disclosed to the Recipient that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the Recipient will so inform the Bank, before signing such contract; (ii) the Bank then may request direct consultations at a senior level, if required, between the Bank and the Recipient to discuss the Recipient’s decision; and (iii) if after such consultation, the Recipient elects to proceed with the issuance of the contract, the Bank may inform the Recipient by notice, that the proceeds of the Grant may not be used to fund such contract.

- (c) Any portion of the proceeds of the Grant received by the Recipient under this Agreement that may have been used to fund a contract in respect of which the World Bank Group has exercised its right under paragraph 6(b)(iii) immediately above, shall be used to defray the amounts requested by the Recipient in any subsequent Withdrawal Application, if any, or will be treated as a balance in favor of the Recipient in the calculation of the final balances prior to the Closing Date.
7. For the purposes of the provisions of this Section I.E, the following definitions of sanctionable practices shall apply:
- (a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - (b) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
 - (c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - (d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

F. 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 shall ensure that the Project is implemented in accordance with the 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 from the Grant 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, 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter. The Recipient shall ensure that each Project Report contains, among others, any update on the implementation of the activities under the Procurement Plan.
2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, 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.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall maintain or cause to be maintained a financial management system, including records and accounts, adequate to reflect the transactions related to the Project, in accordance with the applicable policies, procedure, and guidance provided in the Financial Regulations and Rules. In accordance with Article 10 of FMFA, the Recipient shall notify the Bank of any changes to these Financial Regulations and Rules that occur after the signing of this Agreement within thirty (30) days of their effective date and shall make them available via the Recipient's external website.
2. The Recipient shall maintain records ("Ledger Account") and accounts that provide a complete, true, and faithful record of all the expenditures from the proceeds of the Grant and of all the expenditures paid from such proceeds and in a manner that allows for the clear and separate identification of activities financed by the Bank.
3. The Recipient will prepare periodic financial statements in accordance with its Financial Regulations and Rules and accounting standards acceptable to the Bank. The financial statements will be submitted to the Bank in accordance with the provisions of Section II. Financial Reports and Audits of the Disbursement and Financial Information Letter referred to in Section IV(A) of this Schedule.
4. The Recipient shall ensure that the audit of the Project is: (a) carried out exclusively by the UN Board of Auditors in accordance with Article XIV of the Financial Regulation and Rules; and (b) governed by the Financial Management Framework Agreement. In addition, if agreed by the Recipient and the Bank, the Recipient will carry out any additional due diligence activities as agreed by the Recipient and the Bank in separate terms of reference.

C. Documents; Records

The Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven (7) years and six (6) months or pursuant to the standard practice of the Recipient, whichever is longer, after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) in accordance with procedures detailed in the POM, representatives of the Bank are: (i) able to examine the records referred to above in paragraph (a); (ii) provided information concerning such records as they may from time-to-time reasonably request; and (iii) able to disclose such records and information to the donor(s) to the trust funds out of which the Grant is funded.

Section III. Procurement

- 1. All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall:
 - (a) be procured in accordance with the applicable procurement policies, procedures, regulations and practices of the Recipient, as such procurement policies, procedures, regulations and practices have been assessed and found to be acceptable by the Bank, and the Procurement Plan; and
 - (b) not commence to be procured until a Procurement Plan, including any applicable update thereto, has been agreed with the Bank in accordance with paragraph 2 of this Section.
- 2. By the Signature Date, the Recipient shall prepare and furnish to the Bank for review a procurement plan, prepared in accordance with terms of reference satisfactory to the Bank, and thereafter, implement the Project in accordance with such procurement plan as shall have been agreed with the Bank ("Procurement

Plan”). If any update is necessary to the Procurement Plan, the Recipient and the Bank shall agree on such an updated procurement plan.

3. If the Bank determines that the procurement policies, procedures, regulations, or practices of the Recipient have been modified, suspended, or waived in such a manner that they are no longer acceptable to the Bank, the Bank may, in addition to the Bank’s rights under the Agreement, revoke the procurement provisions set out in paragraph 1 of this Section III.

Section IV. 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; and (c) Disbursement and Financial Information Letter; 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 ARTF Grant Allocated (Expressed in USD)	Percentage of Expenditures to be Financed (Exclusive of Taxes)	Amount of the GFF Grant Allocated (Expressed in USD)	Percentage of Expenditures to be Financed (Exclusive of Taxes)
Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 1 of the Project	129,330,000	87.6%	18,269,000	12.4%
Goods, works, non-consulting services, consulting services, including audits, Training and Operating Costs for Parts 2.1, 2.2, 2.3 and 2.4 (ii) and (iii) of the Project	14,900,000	100%	0	0 %
Indirect Cost (4%) under Part 2.4 (i) of the Project	5,770,000	100%	731,000	100%
TOTAL AMOUNT	150,000,000		19,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that with respect to the ARTF Grant, withdrawals up to an aggregate amount not to exceed twenty million United States dollars (\$20,000,000) may be made for payments made prior to this date but on or after March 3, 2022, for Eligible Expenditures; or
 - (b) for any payment for Taxes, levied by or in the territory of the Member Country; or
 - (c) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the Bank's knowledge, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
2. Without prejudice to any other provision of this Agreement, the Recipient further undertakes that no Grant proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Bank's express approval.
3. All withdrawals shall be made on the basis of the interim unaudited financial report referred to in Section II.B.3 of this Schedule and under such other terms and conditions as the Bank shall specify by notice to the Recipient contained in the Disbursement and Financial Information Letter addressed or to be addressed by the Bank to the Recipient for purpose of the Grant.
4. Without prejudice to the provisions of Section 4.05 of the Standard Conditions (Grant Refund), in the event that the Bank requests a refund of any portion of the proceeds of the Grant that has been used in a manner inconsistent with the provisions of this Agreement, the Bank and the Recipient will adopt the procedures set forth in paragraph 9 of the FMFA.
5. It is understood that the Recipient shall not be responsible for and shall have no obligation to initiate or continue implementation of the pertinent activities under the Project unless the proceeds of the Grant allocated to such activities have been made available to the Recipient. Notwithstanding any suspension of the Grant or any portion of the Grant under this Agreement, the Bank will make available to the Recipient the portion of the proceeds of the Grant required to meet the obligations entered into by the Recipient prior to the date on which the Recipient shall have received the notice of suspensions.
6. The Closing Date is June 30, 2024.

Section V. Other Undertakings

1. In undertaking its obligations under the Project and this Agreement, the Recipient shall process Personal Data in accordance with its policies, procedures, regulations and practices. In particular, the Recipient shall ensure that Personal Data shall:
 - a. only be processed on one or more legitimate bases, as defined by its policies, procedures, regulations and practices;
 - b. be processed only for purposes specified in the Project, which are consistent with the Recipient's mandate;
 - c. when processed, be confined to that which is relevant, limited and adequate to what is necessary in relation to the purposes specified above;
 - d. only be retained for the time that is necessary to achieve the purposes specified above;
 - e. be accurate and, where necessary, up to date to fulfill the purposes specified above;
 - f. be processed with transparency to individuals; and
 - g. be processed with due regard to confidentiality.
2. The Recipient shall adopt appropriate organizational, administrative, physical and technical safeguards and procedures in order to protect the security of Personal Data, including against or from accidental or unauthorized destruction, loss, alteration, disclosure, access, or unplanned loss of availability.
3. The Recipient may only transfer Personal Data to a third party if, under the circumstances, the Recipient determines in accordance with the foregoing paragraphs 1 and 2, above, that there is a legitimate basis for such transfer. The principles of the Recipient's policies, procedures, regulations and practices apply equally to the processing and transfer of Personal Data.

APPENDIX

Section I. Definitions

1. “Alternative Procurement Arrangements” means the procurement arrangements set forth in Section III of Schedule 2 to this Agreement, as permitted by the Bank’s Procurement Regulations for IPF Borrowers, dated November 2020.
2. “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.
3. “Basic Package of Health Services” means a basic package of health services to be delivered by health service providers, including maternal and newborn care, child health and immunization, public nutrition, communicable disease treatment and control, mental health disability, physical rehabilitation services and regular supply of essential drugs.
4. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
5. “Entry Criteria for Access” means the criteria required to have been met for the purpose of the Project to ensure that: (i) there is no announced restriction on the provision to women and girls of the health and nutrition services included in the BPHS and EPHS; and (ii) there is no announced restriction on female healthcare and nutrition workers being allowed to work in health facilities and in communities, as such criteria are further set out in the Project Operations Manual.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 16, 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.
7. “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 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.

8. “Essential Package of Hospital Services” means an essential package of hospital services to be delivered by service providers, including specialized services for gynecology, obstetrics, neonatal care, postpartum care and complications, nutrition, orthopedics, surgical care and respiratory and gastrointestinal services.
9. “Financial Management Framework Agreement” or “FMFA” means the Financial Management Framework Agreement between the World Bank and the United Nation, to which UNICEF is a co-signatory pursuant to the letter it signed on November 4, 2016. For purposes of the FMFA, the World Bank means the Bank and the International Bank for Reconstruction and Development.
10. “Financial Regulations and Rules” means Recipient’s financial management regulations and rules entitled as “the United Nations Children’s Fund Financial Regulations and Rules E/ICEF/2011/AB/L.8.
11. “Indirect Costs” means the indirect costs incurred by the Recipient as a function and in support of the Project, which cannot be traced unequivocally to the deliverables and technical output of the Project, and which is up to four percent (4 %) of the total Grant received by the Recipient.
12. “Operating Costs” means the reasonable incremental costs incurred on account of the implementation, management and monitoring of the Project, including office supplies, office space rental, equipment maintenance and repair, vehicle operation and maintenance, utilities, communication charges, mass media and printing services, translation, and interpretation charges, bank charges, charges for transporting cash into the country, travel and lodging allowances, per diems, incremental salaries of contracted employees, but excluding salaries and allowances of the Member Country’s civil service.
13. “Performance-based Service Contract” means a contract to be entered into by and between the Recipient and qualified Service Providers in accordance with the provisions of Section I.C.1 of Schedule 2 to the Project.
14. “Personal Data” mean 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 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 identify of an individual.

15. “Project Operations Manual” means the manual adopted by the Recipient pursuant to Section I.B.1 of Schedule 2 to this Agreement, setting forth detailed arrangements and procedures for the implementation of the Project; as the same manual may be amended from time to time with written prior approval of the Bank.
16. “Recipient’s Implementing Partners” means contractors, supervising firms, local implementing partners and development partners, which the Recipient may engage to facilitate the implementation of the Project, all satisfactory to the Bank.
17. “Recipient’s Third-Party Monitoring” means monitoring activities of the Recipient (including *inter alia* periodic site visits, assessment of local context and conditions, interviews, awareness raising, training and preparation of reports) to be carried out by the Recipient’s Third-Party Monitoring Agent(s) for purpose of carrying out satisfactory monitoring and evaluation of the activities of the Project, in accordance with the terms of reference acceptable to the Bank.
18. “Recipient’s Third-Party Monitoring Agent” means any firm or organization engaged by the Recipient, under terms of reference and qualifications acceptable to the Bank, and to be financed out of the proceeds of the Grant, for carrying out Recipient’s Third-Party Monitoring of the Project.
19. “Service Provider” means a local or international non-governmental organization, or any other non-governmental entity providing health services that has been engaged by the Recipient to assist in delivering Basic Package of Health Services and/or Essential Package of Hospital Services under Part 1.1 of the Project (as the case may be); and “Service Providers” means more than one such Service Provider.
20. “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.
21. “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, with the modifications set forth in Section II of this Appendix.
22. “Training” means the costs associated with training of personnel, supervisors, and managers involved in activities under the Project based on the Work Plan and Budget, such terms including seminars, workshops, and associated 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 of the training.

23. “Work Plan and Budget” means each work plan and budget for the Project prepared by the Recipient and approved by the Bank pursuant to Section I.C of Schedule 2 to this Agreement.
24. “World Bank Group” means the Bank, the International Bank for Reconstruction and Development, the International Finance Corporate, the International Centre for the Settlement of Disputes, and the Multilateral Investment Guarantee Agency.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. **Modifications to Article II:**
 - (a) Sections 2.05 (Plans, Document, Records), 2.07 (Financial Management; Financial Statements; Audits), 2.11 (Procurement), and 2.12 (Anti-Corruption) are deleted in their entirety and the remaining Sections 2.06, 2.08, 2.09, and 2.10 are renumbered respectively as Sections 2.05, 2.06, 2.07, and 2.08.
2. **Modifications to Article III.** Section 3.07 (Financing Taxes) is deleted in its entirety and the subsequent Section 3.08 (Allocation of Grant Amount) is renumbered accordingly.