
GRANT NUMBER D868-RY

Financing Agreement

(Additional Financing for Yemen COVID-19 Response Project)

between

**WORLD HEALTH ORGANIZATION
(for the benefit of the Republic of Yemen)**

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D868-RY

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the WORLD HEALTH ORGANIZATION for the benefit of the Republic of Yemen (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities relating to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS:

(A) the Association entered into a financing agreement with the Recipient on April 3, 2020 (“Original Financing Agreement”) for the implementation of the Original Project;

(B) under the Original Financing Agreement, the Association extended to the Recipient a grant equivalent to nineteen million six hundred thousand Special Drawing Rights (SDR 19,600,000) (“Original Credit”) to assist in financing the Original Project;

(C) the Recipient requested the Bank on March 18, 2021, to provide additional financial assistance in support of the Recipient’s national emergency preparedness response plan for COVID-19 by providing an additional grant in the amount of seven million seven hundred sixty-one thousand six hundred Dollars (\$7,761,600) from the GFF; three million two hundred fifty thousand Dollars (\$3,250,000) from the HEPR; plus six million three hundred thousand Special Drawing Rights (SDR 6,300,000) (“Additional Grant”);

(D) the Association has agreed, on the basis, *inter alia*, of the foregoing to extend such additional assistance to the Recipient upon the terms and conditions set forth in this Agreement; and

(E) this Agreement sets out the terms and conditions related to the additional financing for the Original Project.

NOW THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. 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:

- (a) all references in the FMFA to “Letter Agreement(s)” shall be references to this Agreement;
 - (b) all references to “Trust Fund Grant(s)” shall be references to the Financing referred to in Section 2.01 of this Agreement;
 - (c) all references to “the UN” and to a “UN Organization”, including in particular reference in Section 7 of the FMFA, shall be references to “WHO”;
 - (d) all references to “the UN Controller” shall be references to the “WHO Comptroller”;
 - (e) all references to the “UN Financial Regulations” shall be references to the “WHO Financial Regulations and Rules”; and
 - (f) all references to the “Parties” in Section 11 of the FMFA shall be a reference to the “Association” and the “WHO” or, alternatively, to the “Association” on the one hand and the “United Nations Secretariat”; and all “UN Organizations” (as that term is defined in the FMFA) on the other, 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 General Conditions, the Original Financing Agreement, or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to six million three hundred thousand Special Drawing Rights (SDR 6,300,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) if, by notice sent to the Recipient pursuant to sub-paragraph (iv) of paragraph 9 of the FMFA, the Association confirms that it reasonably believes the actions taken previously in accordance with said Section 9 have not been sufficient to fulfill its fiduciary obligation to ensure that the proceeds of the Financing were used for eligible expenditures; or
 - (b) if, by notice sent to the Recipient pursuant to sub-paragraph (iii)(a) of paragraph 10 of the FMFA, the Association confirms that alternative financial management arrangements mutually acceptable to the Association and the Recipient were not reached within the period stipulated therein; or
 - (c) if, the Association 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; or
 - (d) if, the Association 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 —TERMINATION

- 5.01. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is ten (10) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Country Representative for Yemen.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

World Health Organization
Algeria Street Area
PO Box 543
Sana'a
Republic of Yemen

Tel: + 967 1 470093/4/5

Fax: +967 1 212102; and

(b) the Recipient's Electronic Address is:

Facsimile:

E-mail:

+9671 251612

emacoyemnwr@who.int

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

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

WORLD HEALTH ORGANIZATION

By:



Authorized Representative

Name: Dr. Adham Rashad Ismail Abdel Moneim

Title: WHO Representative and Head of Mission

Date: 16-Jul-2021

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Marina wes

Title: Country Director

Date: 15-Jul-2021

SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by the COVID-19 pandemic.

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

Part 1. Emergency COVID-19 Response

Responding to the COVID-19 pandemic in the Republic of Yemen through:

- (a) Improving rapid detection and screening at the air, sea, and land entry points identified and prioritized by the Recipient and health authorities through the provision of: (i) equipment and furniture to POE facilities including thermo-scanners; (ii) Implementation Operating Costs for POE quarantine facilities; (iii) report information systems; and (iv) Training for POE staff.
- (b) Improving disease surveillance, tracing, and case investigation through setting-up and strengthening rapid response teams (“RRTs”) and emergency operations centers (“EOCs”), including: (i) Training RRTs, clinicians and health workers; (ii) provision of equipment, including PPEs and medical tools required for case investigation; and (iii) financing of Implementation Operating Costs for RRTs and EOCs.
- (c)
 - (i) Rehabilitating and upgrading isolation and case management centers, equipping them with adequate PPEs, medicines, medical and non-medical supplies according to the Recipient’s guidelines (including ventilators and oxygen concentrators); and financing Implementation Operating Costs for said isolation and case management centers.
 - (ii) Providing and distributing home-care kits for quarantined population consisting of face masks, sanitizers, medicine, and ICE materials as further developed in the PIM.
 - (iii) Training health care staff on case management and isolation guidelines.
- (d) Carrying out infection prevention and control at health facilities and at the community level through: (i) providing contingency stock of decontamination and isolation supplies; (ii) enhancing sanitation and medical waste management at health facilities and access to sanitation at

health facilities; (iii) supporting minor rehabilitation of existing health facilities; (iv) developing and distributing control guidelines; and (v) provision of related Implementation Operating Costs, Training and equipment for said health facilities.

- (e) Developing laboratories' testing capacity through the provision of equipment, reagents, PPEs, testing kits, supplies, and management information systems, and Implementation Operating Costs.
- (f) Strengthening vaccination capacity for COVID-19 in areas of planning and coordination, Training, service delivery, social mobilization, logistics and supplies and monitoring and evaluation of Project COVID-19 Vaccine deployment.
- (g) Supporting: (i) deployment and administration of the Project COVID-19 Vaccine, including through Training of personnel, printing materials, transportations costs, payments of *per diems* to personnel and provision of necessary supplies for vaccination, including PPE; and (ii) implementation of infection prevent and control measures.
- (h) Supporting monitoring and specialized analysis of the Health Resources and Services Availability Monitoring System (HeRAMS) for its 2021 update by: (i) conducting routine update, analysis, interpretation, verification and integration of HeRAMS with other health information systems in the Republic of Yemen; and (ii) by assisting the development of HeRAMS data sharing strategy for governance of sharing processes by the Ministry of Public Health and Population or data, analysis and products sharing with stakeholders, humanitarian partners and actors.
- (i) Enhancing the capacity of COVID-19 hotline centers through acquisition and installation of the necessary equipment to provide information and guidance to the general population and enable rapid response teams to detect and follow up on suspect cases.

Part 2. Implementation Management and Monitoring and Evaluation

Support to the Recipient in the areas of Project implementation, administration, management, monitoring and evaluation, and environmental and social aspects, including: (a) Direct Costs; (b) Indirect Costs; (c) costs of TPMA; and (d) audit.

SCHEDULE 2

Project Execution

Section I. Implementation 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 FMFA, ESCP and the Project Implementation Manual, and shall promptly provide the funds, facilities, services and other resources required for the Project.
2. The Recipient shall maintain, throughout the Project implementation period, a Project Management Unit (“PMU”), with composition, mandate and resources satisfactory to the Association. To this end, the PMU shall:
 - (a) include, *inter alia*, specialists in procurement, financial management, environmental and social aspects with qualifications, experience and terms of reference shall be acceptable to the Association; and
 - (b) be responsible for day-to-day coordination of the Project activities, including: (i) carrying out Project financial management and procurement activities; (ii) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports; (iii) ensuring compliance with the Environmental and Social Commitment Plan (“ESCP”) requirements and environmental and social instruments referred to therein; and (iv) coordinating with other stakeholders on Project implementation.
3. Without limitation to Section I.A.1 of this Schedule 2, the Recipient shall ensure that the Project is carried out in accordance with the National COVID-19 Deployment and Vaccination 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 Association.
4. To facilitate the implementation of the Project, the Recipient shall annex the ESCP to its contractual arrangements with each of the Implementing Partners and require the respective Implementing Partner to carry out its activities in accordance with the ESCP terms. Should an Implementing Partner refuse to accept to carry out its activities in accordance with the terms of the ESCP, and without limitation to obligations described in paragraph 5 below, the Recipient shall inform the Association accordingly, and the parties shall consult on the next steps. Without limitation to any other reporting obligations under this Agreement, the Recipient

shall: (a) take all necessary and feasible actions to monitor Implementing Partners' compliance with the provisions of the ESCP; (b) promptly report to the Association any instances of Implementing Partners' non-compliance that it becomes aware of; and (c) work with Implementing Partners to remedy such instances of non-compliance, all in accordance with WHO rules, policies and procedures, and in a manner satisfactory to the Association.

5. For purposes of paragraph 1 above, the Recipient shall exercise its rights and carry out its obligations under each contractual arrangement mentioned therein in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant.
6. Without limitation to Section I.B.2 below, the Recipient shall carry out its supervision and monitoring of Project activities, 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 Association and Recipient shall agree in writing.

B. Implementation Covenants

1. Project Implementation Manual

- (a) Within thirty (30) days of the Effective Date, the Recipient shall amend, in accordance with terms of reference acceptable to the Association, and furnish to the Association the Project Implementation Manual for the Project, in form and substance acceptable to the Association, containing, *inter alia*, detailed arrangements and procedures for: (i) rules and procedures for prioritizing intra-country Project COVID-19 Vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules; (ii) rules and procedures establishing minimum standards for Project COVID-19 Vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure; (iii) Project COVID-19 Vaccine distribution plan, including action plan setting out timeline and steps for immunization; and (iv) rules and procedures for processing and collection of Personal Data by Recipient in accordance with Recipient's policies and procedures on Personal Data protection; and such other arrangements and procedures as shall be required for the effective implementation of the Project, all in form and substance acceptable to the Association.
- (b) The Recipient shall: (i) carry out the Project in accordance with the PIM; and (ii) not assign, amend, abrogate, or waive, or permit to be assigned,

amended, abrogated, or waived, the PIM or any provision thereof, without the prior written agreement of the Association.

- (c) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM, and those of this Agreement, the provisions of this Agreement shall prevail.

2. Periodic Work Plans and Budgets

- (a) The Recipient shall, not later than four (4) months after the Effective Date, and thereafter, on November 1, of each year during the implementation of the Project, or such other date as the Association may agree in writing, prepare and furnish to the Association for its approval, the periodic work plan and budget containing all proposed activities for inclusion in the Project during the following reporting period, together with the financing plan for such activities and a timetable for their implementation.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed periodic work plan and budget and thereafter ensure that the Project is implemented in accordance with such periodic work plan and budget as shall have been approved by the Recipient and the Association (“Periodic Work Plan and Budget” or “PWPB”).
- (c) The Recipient shall ensure that the Project is implemented in accordance with the PWPB as it may be subsequently revised or updated with the prior written agreement of the Association (provided, however, that in the event of any conflict between the PWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).

3. Standards for Project COVID-19 Vaccine Approval

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

C. Anti-Corruption

- 1. The Recipient shall carry out its Respective Part of the Project subject to the provisions of the General Conditions and the following undertakings:
 - (a) In the event that the Recipient or the Association 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 Association, 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 shall submit to the Association a statement confirming whether or not, during the reporting period of the Project Report, Recipient has received any non-frivolous allegations referred to in paragraph (a) above, and a brief description of any such allegations received.
 - (c) Following consultation between the Recipient and the Association, 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. The Recipient and the Association 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 Association.
 - (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 Regulations and Rules, it will keep the Association regularly informed by agreed means of actions taken pursuant to Section I.C.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 Association, credit any funds so recovered to the Association or agree with the Association to use these funds for a purpose mutually agreed upon.
2. In the event that the Association reasonably believes that timely and appropriate action has not been taken by the Recipient under Section I.C.1 above, the Association may request direct consultations at a senior level between the Association 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 Association take note of the provisions of Article VIII of the United Nations Financial Regulations and

Rules and the Recipient's relevant provisions in UNDP's Financial Regulations and Rules.

3. The Association 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 Association reasonably believes the actions taken by the Recipient under Section I.C.1 above have not been sufficient to fulfill its fiduciary obligation with respect to the Grant.
4. The Association 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.C.7 below) by any third party, and to sanction any such third party which the Association 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 Association, the Recipient shall cooperate with the Association in the conduct of such investigations.
5. Without limitation to the provisions of paragraph C.1 of this Section, the Association retains the right to conduct an investigation in connection with the information referred to in paragraph C.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 Association 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 Association, before signing such contract; (ii) the Association then may request direct consultations at a senior level, if required, between the Association 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

Association 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.C, 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.

D. Third-Party Monitoring

1. No later than three (3) months after the Effective Date, the Recipient shall hire and maintain throughout its Project implementation, Third-Party Monitoring Agent(s), on the terms of reference satisfactory to the Association, to be financed out of the proceeds of the Financing as set forth in the table under Section IV.A. of Schedule 2 to this Agreement, to carry out Third-Party Monitoring of the Project implementation. The Recipient shall share with the Association summary of qualifications of the recommended candidate entity(ies) for the contract of the Third-Party Monitoring Agent(s) prior to their hiring.
2. Each monitoring report prepared by the Third-Party Monitoring Agent(s) shall cover a period of three (3) months. The Recipient shall cause the Third-Party Monitoring Agent(s) to share the Third-Party Monitoring report simultaneously with the Association upon its delivery to the Recipient.

E. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that that its Respective Part of the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause Yemen Partners to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and 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 Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation from the Grant for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and

the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any Significant Event related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
 - 7. 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 furnish to the Association each Project Report (i.e., a semi-annual interim Project Report providing for a summary of activities covering a period of six calendar months, and a detailed annual Project Report), not later than forty-five (45) days after the end of each six calendar months, covering the six calendar months. The Recipient shall ensure that each Project Report contains a Procurement Report prepared under Section III.B below.
- 2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this

Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall maintain a financial management system, including records and accounts, adequate to reflect the transactions related to its Respective Part of the Project, in accordance with the applicable policies, procedures, and guidance otherwise referred to as WHO's Financial Regulations and Rules. In accordance with Article 10 of the FMFA, the Recipient shall notify the Association of any changes to these WHO's Financial Regulations and Rules, that occur after the signing of this agreement within thirty (30) days of the effectiveness of such changes, and shall make such WHO's Financial Regulations and Rules available on 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, in a manner that allows for the clear and separate identification of the activities financed by the Association.
3. The Recipient will prepare periodic financial statements in accordance with its Financial Regulations and accounting standards acceptable to the Association. The financial statements will be submitted to the Association 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.
4. The Recipient shall ensure that the audit of its Respective Part of the Project is:
(a) carried out exclusively by WHO's Financial Regulations and Rules; and
(b) governed by the FMFA. In addition, as agreed by the Recipient and the Association, the Recipient shall carry out any additional due diligence activities as agreed by the Recipient and the Association in separate terms of reference.
5. The Recipient shall retain, and cause its implementing partners to retain, until at least one year or pursuant to the standard practice of the Recipient, whichever is longer, after the Association has received the final interim unaudited financial report referred to in the Disbursement and Financial Information Letter referenced in Section IV.A all records (contracts, orders, invoices, bills, receipts and other documents) evidencing all expenditures in respect of which withdrawals of the proceeds of the Grant were made.

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 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 Association, and the Procurement Plan.

2. The Recipient shall prepare and furnish to the Association, on a semi-annual basis, reports on implementation of the Procurement Plan (“Procurement Report”) in form and substance satisfactory to the Association. The first said Procurement Report shall be furnished to the Association no later than forty-five (45) days after the end of the first six (6) months after the Effective Date, and shall cover the period from the Effective Date through the end of such first semester; thereafter, each Procurement Report shall be furnished to the Association not later than forty-five (45) days after each subsequent quarter period, and shall cover such semester period.
3. If the Association determines that the procurement policies, procedures, regulations, or practices of the Recipient have been modified, suspended, or waived such that they are no longer acceptable to the Association, the Association may, in addition to the Association’s other rights under the Agreement, revoke the procurement provisions set out in paragraph 1 of this Section III.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

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

| Category | Amount of the Grant Allocated (expressed in SDR) | Percentage of Expenditures to be Financed |
|--|---|--|
| (1) Goods, works, non-consulting services, and consulting services, Training, and Implementation Operating Costs under Parts 1, 2(c) and 2(d) of the Project | 5,670,000 | Up to 100%, as agreed to in the PWPB |

| | | |
|---|------------------|--------------------------------------|
| (2) (a) Indirect Cost under Part 2(b) of the Project (5%) | 300,000 | Up to 100%, as agreed to in the PWPB |
| (3) (b) Direct Costs under Part 2(a) of the Project | 330,000 | |
| TOTAL | 6,300,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
2. All withdrawals shall be made on the basis of the interim unaudited financial reports referred to in Section II.B.4 of this Schedule and under such other terms and conditions as the Association shall specify by notice to the Recipient contained in the Disbursement and Financial Information Letter addressed or to be addressed by the Association to the Recipient for purposes of the Grant.
3. Without prejudice to the provisions of Section 8.07 of the General Conditions, in the event that the Association 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 Association and the Recipient will adopt the procedures set forth in paragraph 9 of the FMFA.
4.
 - (a) 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.
 - (b) Notwithstanding any suspension of the Grant or any portion of the Grant under this Agreement, the Association 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 suspension.

5. The Closing Date is December 31, 2022.

Section IV. Other Undertakings

1. Without limitation upon the Recipient's other obligations under 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 Association's prior express approval.

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 July 2016 and revised November 2017 and August 2018.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Basic Agreement” means an agreement between the Recipient and the Bank dated November 26, 1984, as amended.
4. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
5. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
6. “Direct Costs” means the actual cost of the Recipient that can be directly traced to the deliverables and technical output under the Project, including Project Operating Costs.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 25, 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.
8. “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.

9. “Financial Regulations and Rules” means the following financial management regulations and rules of the Recipient: The World Health Organization Financial Regulations and Financial Rules.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021), with the modifications set forth in Section II of this Appendix.
11. “Implementation Operating Costs” means the reasonable expenses covering vehicle operation for mobile and outreach teams, rental of warehouses, office space, water supplies and maintenance of health equipment in the health centers, maintenance of water and sanitation facilities, fuel required for running health and water facilities under the Project, utilities, communication charges, *per diems* and in-country transportation or travel allowances, and Hazard Pays, but excluding salaries and/or incentives (other than Hazard Pays) of officials of the Republic of Yemen’s civil service.
12. “Implementing Partner” means contractor, supervising firm, local implementing partners, subnational authorities, and development partners which Recipient engages in the implementation of this Project.
13. “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 outputs of the Project.
14. “MPA Program” means the global emergency multiphase programmatic approach program supported by the Association and designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
15. “Original Financing Agreement” means the financing agreement entered into effect between the Recipient and the Association on April 3, 2020 (Grant No D600-RY).
16. “Original Project” means the project described in Schedule 1 to the Original Financing Agreement.

17. “Periodic Work Plan and Budget” and “PWPB” each means each periodic work plan, together with the related budget, for the Project approved by the Bank pursuant to the provisions of Section I.B.2 of Schedule 2 to this Agreement.
18. “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.
19. “POE” means the Republic of Yemen’s air, sea, and land entry points identified and prioritized by the Recipient and health authorities.
20. “PPE” means personal protective equipment including, *inter alia*, masks, gowns, and gloves.
21. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 28, 2021 as the same shall be updated from time to time with the prior written approval of the Association.
22. “Procurement Report” means the report to be prepared by the Recipient and furnished to the Association in accordance with Section III.2 of Schedule 2 to this Agreement.
23. “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 Republic of Yemen, deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
24. “Project Implementation Manual” means the manual to be prepared and adopted in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement, as such manual may be amended from time to time with the written approval of the Association.
25. “Project Management Unit” and “PMU” each means the Recipient’s unit responsible for Project implementation referred to in Section I.A.2 of Schedule 2 to this Agreement.
26. “Project Operating Costs” means the reasonable incremental expenses for Project implementation including vehicle operation and maintenance, supervision and monitoring costs, office space, office equipment and supplies, office maintenance

costs including maintenance of water and sanitation facilities, utilities, communication charges, *per diems* and in-country transportation or travel allowances, but excluding salaries and/or incentives of officials of the Republic of Yemen's civil service.

27. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
28. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
29. "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 a Third-Party Monitoring Agent with the purpose of carrying out satisfactory monitoring and evaluation of the activities of the Project in the areas where the Recipient has limited or no access due to the current conflict situation in the territory of the Republic of Yemen.
30. "Third-Party Monitoring Agent" means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects, including for financial management, procurement, and environmental safeguards aspects of such development projects, to be engaged by the Recipient for carrying out Third-Party Monitoring in accordance with Section I.D of Schedule 2 to this Agreement.
31. "Training" means the costs associated with training of health providers and personnel, supervisors and managers involved in activities under the Project based on the Annual Work Plan and Budget, such term including seminars, and 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.
32. "Vaccine Approval Criteria" means that the Project COVID-19 vaccine: (i) has received regular or emergency licensure or authorization from at least one (1) of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; or (ii) has received the WHO Prequalification or WHO Emergency Use Listing); or (iii) has met such other criteria as may be agreed in writing by the Recipient and the Association.
33. "World Bank Group" means the Association, the International Bank for Reconstruction and Development, the International Finance Corporation, the

International Centre for the Settlement of Investment Disputes, and the Multilateral Investment Guarantee Agency.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 (*Financing Taxes*) is deleted in its entirety, and the remaining sections in Article II are renumbered accordingly.
2. The following sections in Article III are deleted in their entirety: Sections 3.02 (*Commitment Charge*), 3.14 (*Place of Payment*), 3.15 (*Currency of Payment*), 3.16 (*Amount of Payment*), 3.18 (*Manner of Payment*), and 3.19 (*Temporary Currency Substitution*), and the remaining sections are renumbered accordingly.
3. Section 5.07 (*Plans; Documents; Records*), Section 5.09 (*Financial Management, Financial Statements, Audits*), Section 5.13 (*Procurement*) and Section 5.14 (*Anti-Corruption*) are, respectively, deleted in their entirety, and the remaining sections in Article V are renumbered accordingly.
4. In Section 5.10 (renumbered as Section 5.08) (*Cooperation and Consultation*), paragraph (a) is modified as follows:

“(a) from time to time, at the request of either one of them, exchange views on the Project, the Financing, and the performance of their respective obligations under the Legal Agreement;”
5. In Section 5.11 (renumbered as Section 5.09) (*Visits*), paragraphs (a) and (b) are, respectively, modified to reads as follows:

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

“(b) The Recipient shall enable the Association’s representatives: (i) to visit any facilities and construction sites included in the Project; and (ii) to examine the goods financed out of the proceeds of the Financing for the Project, and any plants, installations, sites, works, buildings, property, equipment, relevant to performance of its obligations under the Legal Agreement.”
6. Section 6.01 is deleted in its entirety.

7. Section 8.02(a) (*Payment Failure*) is modified as follows:

“(a) *Payment Failure*. If the Republic of Yemen has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to the Association or the International Bank for Reconstruction and Development (“Bank”): (i) under any agreement between the Republic of Yemen and the Association or the Bank; or (ii) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Association or the Bank to any third party with the agreement of the Republic of Yemen.”
8. Section 8.02(h) (*Co-financing*) is deleted in its entirety and the remaining sections in Section 8.02 under Article VIII are renumbered accordingly.
9. Sections 9.01 (*Enforceability*), 9.02 (*Failure to Exercise Rights*), and 9.03 (*Arbitration*) under Article IX are, respectively, deleted and replaced with the provisions of Section 21 of the FMFA.
10. Paragraphs 5, 17, 55, 78, 87 and 109 of the Appendix (Definitions) are, respectively, deleted in their entirety and the remaining paragraphs in the Definitions are renumbered accordingly.
11. Paragraph 79 (now renumbered as paragraph 75) in the Appendix (Definitions) is modified as follows:

“79. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions.”