
HEPR GRANT NUMBER TF0B5690-ST

**Health Emergency Preparedness and
Response Multi-Donor Trust Fund
Grant Agreement**

(Second Additional Financing to the COVID-19 Emergency Response Project)

between

DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the **Health Emergency Preparedness and Response Multi-
Donor Trust Fund**

HEPR GRANT NUMBER TF0B5690-ST

**HEALTH EMERGENCY PREPAREDNESS AND RESPONSE
MULTI-DONOR TRUST FUND
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Health Emergency Preparedness and Response Multi-Donor Trust Fund for the purpose of providing additional financing for the Original Project and activities related to the Original Project. The Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

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

**Article II
The Project**

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

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed three million five-hundred thousand United States Dollars (\$3,500,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in

connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
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) AFAP Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely AFAP's ability to perform any of its obligations under the Subsidiary Agreement.
 - (b) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by AFAP of its obligations under the Subsidiary Agreement.

**Article V
Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
 - (b) The Subsidiary Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of AFAP to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (c) The Project Operations Manual has been adopted by the Recipient and AFAP in form and substance satisfactory to the Bank.
 - (d) The Vaccine Delivery and Distribution Manual has been adopted by the Recipient and AFAP in form and substance satisfactory to the Association.
 - (e) The ESMF and the SEP have been updated and re-disclosed.
- 5.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is

required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.

- 5.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Planning, Finance and Blue Economy.
- 6.02. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s address is:

Ministry of Planning, Finance and Blue Economy
Agua Grande
Caixa Postal No. 168
Sao Tome, Republic of Sao Tome and Principe; and
 - (b) the Recipient’s Electronic Address is:

Facsimile:

+239-2222182

6.03. 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.

**DEMOCRATIC REPUBLIC OF SAO TOME AND
PRINCIPE**

By

H.E Osvaldo Tavares dos Santos Vaz

Authorized Representative

Name: H.E Osvaldo Tavares dos Santos Vaz
Title: Ministro das Finanças
Date: 31-mai-2021

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Health Emergency
Preparedness and Response Multi-Donor Trust Fund**

By

Jean-Christophe Carret

Authorized Representative

Name: Jean-Christophe Carret
Title: Country Director
Date: 29-May-2021

SCHEDULE 1

Project Description

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

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

A. Emergency COVID-19 Response

Support for the implementation of containment strategies under the STP COVID Preparedness and Response Plan, including: (1) case detection, confirmation, contact tracing, recording and reporting; (2) risk communication, community engagement for vaccine demand creation and reduction of vaccine hesitancy, and promotion of social distancing; (3) strengthening health systems capacity to respond to COVID-19; (4) development and implementation of a COVID-19 national deployment and vaccination plan, and strengthening the Project COVID-19 Vaccine supply chain, including cold chain; and (5) acquisition, delivery and storage of Project COVID-19 Vaccines and required consumables, all through *inter alia*, the provision of: (a) laboratory equipment, reagents, testing kits and other consumable supplies for laboratories; (b) drugs, nutrition support, medical supplies and equipment for case management and prevention; (c) training and technical expertise to enhance clinical capacity and strengthen community disease surveillance and multi-stakeholder commitment; (d) technical assistance for updating legislation to ensure implementation of COVID-19 national deployment and vaccination plan, and provision of capacity building on plan implementation; and (e) support for strengthening and adapting pharmacovigilance system to detect adverse effects following Project COVID-19 Vaccine immunization.

B. Strengthening Multi-Sector, National Institutions and Platforms for Policy Development and Coordination of Prevention and Preparedness Including One Health Approach

1. Support for the coordination of the Recipient's public health emergency response through, *inter alia*: (a) preparation of standard operating procedures, job descriptions, roles and responsibilities; (b) establishment of an emergency operations center within the Ministry of Health to coordinate multisectoral COVID-19 preparedness and response activities; and (c) establishment of multi-sectoral coordination committees for COVID-19 response.

2. Strengthening the One Health Approach through the development of a uniform disease information system in the Recipient's territory to provide better analytical capacity for global disease information sharing and to include zoonotic disease information.

C. Implementation management and monitoring and evaluation

Support for implementation management and monitoring and evaluation through, *inter alia*: (a) strengthening of public structures for the coordination and management of Project implementation, monitoring and evaluation, financial management and procurement; and (b) strengthening the Recipient's institutional capacity on clinical and public health research, including veterinary, and joint-learning across and within country.

D. Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Without limitation to the provisions of Section 3.01, the Recipient, through the Ministry of Health, and with the assistance of AFAP, shall carry out the Project in accordance with this Agreement, the Subsidiary Agreement and the Project Operations Manual, and for this purpose, the Recipient, through the Ministry of Health, shall maintain throughout Project implementation, staff with functions, responsibilities and adequate resources, all acceptable to the Bank.
2. Not later than sixty (60) days after the Effective Date, the Recipient, through the Ministry of Health, shall hire an independent third party monitoring consultant (“TPM Consultant”), in accordance with the Procurement Regulations, with terms of reference, qualifications and experience acceptable to the Association, to monitor Project COVID-19 Vaccine deployment, collect relevant data and communicate with Project stakeholders and beneficiaries.
3. The Recipient, through the Ministry of Health, shall: (i) require the TPM Consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Association; and (ii) promptly take any actions, as may be requested by the Association upon its review of the TPM Consultant’s reports.

B. Subsidiary Agreement

1. Without limitation to the provisions of Section 3.01, the Recipient, through the Ministry of Finance and the Ministry of Health, shall cause AFAP to assist in the implementation of the Project pursuant to an agreement (“Subsidiary Agreement”) to be entered into between the Recipient, through the Ministry of Finance, and AFAP, under terms and conditions acceptable to the Bank, which shall include, *inter alia*:
 - (a) the roles and responsibilities of the Recipient, through the Ministry of Health and the Ministry of Finance, and AFAP in connection with Project implementation;
 - (b) the obligation of the Recipient, through the Ministry of Finance, to make a portion of the proceeds of the Financing available to AFAP for the purposes of carrying out the procurement, disbursement, financial management, and environmental and social functions under the Project,

and provide capacity building and technical support to the Ministry of Health in the implementation of the Project;

- (c) the right of the Recipient, through the Ministry of Finance, to suspend or terminate the right of AFAP to use said proceeds of the financing, or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon AFAP's failure to perform any of the obligations under the Subsidiary Agreement;
- (d) the obligation of AFAP to:
 - (i) update and adopt the Project Operations Manual in accordance with Section I.C.1 of this Schedule;
 - (ii) prepare and adopt the Vaccine Delivery and Distribution Manual in accordance with Section I.E.1 of this Schedule;
 - (iii) carry out the procurement and financial functions under the Project, and provide capacity building and technical support to the Ministry of Health in the implementation of the Project in accordance with the Project Operations Manual and the Vaccine Delivery and Distribution Manual, as applicable;
 - (iv) not later than two months after the Effective Date, customize the accounting software to maintain separate records and ledger accounts for the Project;
 - (v) not later than three months after the Effective Date, sign an amendment of the existing contract with external auditors to include the audit of the Project financial statements;
 - (vi) not later than three months after the Effective Date, hire an internal auditor;
 - (vii) carry out its functions under the Project with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;
 - (viii) provide, promptly as needed, the resources required for the purpose;

- (ix) procure the goods, works and services to be financed out of the Financing in accordance with the provisions of this Agreement;
 - (x) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (2) at the Bank's or the Recipient's request, through the Ministry of Health, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient, through the Ministry of Health, and the Bank;
 - (xi) enable the Recipient, through the Ministry of Health, and the Bank to inspect any relevant records and documents; and
 - (xii) prepare and furnish to the Recipient, through the Ministry of Health, and the Bank all such information as the Recipient, through the Ministry of Health, or the Bank shall reasonably request relating to the foregoing.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Operations Manual

1. The Recipient, through the Ministry of Health, shall cause AFAP to prepare an operations manual ("Project Operations Manual"), which shall contain detailed work flow, methods and procedures for the implementation of the Project, which shall include *inter alia*: (a) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (b) performance indicators of the Project; (c) monitoring and evaluation; (d) financial management guidelines and procedures; (e) corruption and fraud measures; (f) implementation modalities for each Part of the Project; (g) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; and (h) procedures for processing and collection of Personal Data in accordance with the National Law on Personal Data Protection and good international practice.

2. The Recipient, through the Ministry of Health, shall, and shall cause AFAP to, adopt and carry out the Project in accordance with this Agreement and the Project Operations Manual. Except as the Bank shall otherwise agree in writing, the Recipient, through the Ministry of Health, shall not, and shall cause AFAP not to, assign, amend, abrogate or waive any provision of the Project Operations Manual. In the event of any conflict between the provisions of the Project Operations Manual and this Agreement, those of this Agreement shall prevail.

D. Environmental and Social Standards

1. The Recipient, through the Ministry of Health, 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, through the Ministry of Health, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient, through the Ministry of Health, shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient, through the Ministry of Health, 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, through the Ministry of Health, 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, through the Ministry of Health, 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.

E. Vaccine Delivery and Distribution Manual

1. Without limitation on Section C above, in order to ensure adequate implementation of Part A of the Project, the Recipient, through the Ministry of Health, shall and shall cause AFAP to prepare and adopt, a manual for Project COVID-19 Vaccine delivery and distribution (“Vaccine Delivery and Distribution Manual”), in form and substance satisfactory to the Bank, which shall include, *inter alia*: (a) 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; (b) 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; (c) rules and procedures for processing and collection of Personal Data in accordance with the National Law on Personal Data Protection and good international practice; and (d) Project

COVID-19 Vaccine distribution plan, including action plan setting out timeline and steps for immunization.

2. The Recipient, through the Ministry of Health, shall, and shall cause AFAP to, carry out Part A of the Project in accordance with the Vaccine Delivery and Distribution Manual. Except as the Bank shall otherwise agree, the Recipient, through the Ministry of Health, shall not, and shall cause AFAP not to, assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Manual. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

F. Standards for Project COVID-19 Vaccine Approval

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

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 one month after the end of each calendar semester, covering the calendar semester.
2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the 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.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods (except vaccines), works, non-consulting services, consulting services, Training and Operating Costs under Parts A, B and C of the Project	3,500,000	100%
TOTAL AMOUNT	3,500,000	

B. Withdrawal Conditions; Withdrawal Period

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

APPENDIX

Definitions

1. “AFAP” means *Agência Fiduciária Administração Projectos*, the Recipient’s Fiduciary and Administrative Agency for Projects, established pursuant to the AFAP Legislation, or any successor thereto acceptable to the Bank.
2. “AFAP Legislation” means the Recipient’s Decree-Law No. 10/2018, dated July 4, 2018, published in the Recipient’s official Gazette (*Diário da República*) No. 100, dated July 19, 2018.
3. “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.
4. “Association” means the International Development Association.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “COVAX Facility” means the COVID-19 Vaccine Global Access Facility, a mechanism through which demand and resources are pooled to support the availability of, and equitable access to, COVID-19 vaccines for all economies, and which is coordinated by Gavi, the Vaccine Alliance, the Coalition for Epidemic Preparedness Innovations (CEPI), and the WHO.
7. “COVID-19” means coronavirus disease.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 12, 2021, 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.
9. “Environmental and Social Management Framework” or “ESMF” means, the Recipient’s Environmental and Social Management Framework, including the Infection Control and Waste Management Plan (ICWMP) and the Labor Management Procedures (LMP), disclosed on August 6, 2020.

10. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan 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.
11. “Financing Agreement” means the financing agreement for the second additional financing for the COVID-19 Emergency Response Project between the Recipient and the Association, dated the same date as this Agreement, as such financing agreement may be amended from time to time (Grant No. D813-ST). “Financing Agreement” includes all appendices, schedules and agreements supplemental to the Financing Agreement.
12. “Ministry of Finance” means the Recipient’s Ministry of Planning, Finance and Blue Economy, or any successor thereto acceptable to the Bank.
13. “Ministry of Health” means the Recipient’s Ministry of Health, or any successor thereto acceptable to the Bank.
14. “MPA Program” means the global emergency multiphase programmatic approach program 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. “National Law on Personal Data Protection” means the Recipient’s law No. 03/2016 on protection of personal data, dated February 15, 2016, published in the Recipient’s official gazette No. 39, dated May 10, 2016, or any other law of the Recipient acceptable to the Bank.
16. “One Health Approach” means the collaborative efforts of multiple disciplines working locally, nationally, and globally, to attain optimal health for people, animals and our environment.

17. “Operating Costs” means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project.
18. “Original Financing Agreement” means the financing agreement for the COVID-19 Emergency Response Project between the Democratic Republic of Sao Tome and Principe and the International Development Association, dated October 6, 2020, as such financing agreement may be amended from time to time (Grant No. D606-ST). “Original Financing Grant Agreement” includes all appendices, schedules and agreements supplemental to the Original Financing Agreement.
19. “Original Project” means the Project described in the Original Financing Agreement.
20. “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.
21. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
22. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and purchased or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
23. “Project Operations Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement.
24. “Regions” mean the regional areas of North America, South America, Europe, Asia, Asia Pacific, and Africa.
25. “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.

26. “Stakeholder Engagement Plan” or “SEP” means the Recipient’s Stakeholder Engagement Plan dated March 16, 2021.
27. “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.
28. “STP COVID Preparedness and Response Plan” mean the Recipient’s emergency preparedness and response plan for COVID-19, dated March 4, 2020, and acceptable to the Bank, as said document may be modified from time to time during the emergency, and such term includes all schedules and annexes to said document.
29. “Stringent Regulatory Authority” means a National Regulatory Authority that is classified by WHO as a Stringent Regulatory Authority.
30. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement.
31. “TPM Consultant” means the consultant referred to in Section I.2 of Schedule 2 to this Agreement.
32. “Training” means the reasonable costs, as shall have been approved by the Bank, for training conducted under the Project, including tuition, 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 course preparation and implementation (but excluding goods and consulting services).
33. “Vaccine Approval Criteria” means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one 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; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Bank.
34. “Vaccine Delivery and Distribution Manual” means the manual referred to in Section E of Schedule 2 to this Agreement.
35. “WHO” means the World Health Organization.
36. “WHO Emergency Use Listing” means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency.

37. “WHO Fair Allocation Framework” means the WHO’s allocation framework as elaborated in its working paper on “Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility” dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) and people who have underlying conditions that put them at a higher risk of death.
38. “WHO Prequalification” means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.