
GRANT NUMBER E005-SS

**FIRST AMENDMENT TO THE
ORIGINAL FINANCING AGREEMENT
(GRANT NUMBER D883-SS)**

Financing Agreement

**(Additional Financing to the South Sudan Covid-19 Emergency Response and
Health Systems Preparedness Project)**

between

**INTERNATIONAL COMMITTEE OF THE RED CROSS
(for the benefit of the people of the Republic of South Sudan)**

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E005-SS

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL COMMITTEE OF THE RED CROSS (“Recipient” or “ICRC”) (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Association has decided to provide this additional financing for the Original Project (as defined in the Appendix to this Agreement) on the basis, among other things, of the existence of an adequate refugee protection framework.

WHEREAS (A) the Republic of South Sudan (“South Sudan”) has requested the Association for additional financing of projects in the Republic of South Sudan using various modalities for provision of financing, and the Association has informed South Sudan about the Project described in Schedule 1 to this Agreement (“Project”) and that the Association is providing financing to ICRC, United Nations Children’s Fund (“UNICEF”) and World Health Organization (“WHO”) to implement the Project;

(B) Pursuant to the Headquarters Agreement between the Recipient and the Republic of South Sudan dated August 22, 2011 (“Headquarters Agreement”), ICRC accredited its delegation to operate and implement programs within the territory of the Republic of South Sudan for the benefit of the people of the Republic of South Sudan (“ICRC Delegation”) consistent with the Recipient’s Documents and the laws and regulations in force within the territory of the Republic of South Sudan;

(C) The Association and ICRC, in the spirit of partnership and cooperation, have entered into an Operational Framework Agreement in 2020, setting out the agreements and understandings on operational collaboration in exceptional situations;

(D) under the Original Financing Agreement, the Association agreed to provide ICRC with financing in an amount equivalent to five million six hundred thousand Special Drawing Rights (SDR 5,600,000) (“Financing”) (“Original Financing”) to assist in financing the Original Project;

(E) South Sudan, having satisfied itself as to the feasibility and priority of the Project, by a letter dated February 25, 2022, requested the Association to assist with additional financing in support of scaling up activities under the Original Project and in support of additional activities, as described in Schedule 1 to this Agreement, by providing financing in an amount equivalent to one hundred and forty-three million five hundred thousand Special Drawing Rights (SDR 143,500,000) (“Financing”) for the Project (of which amount SDR 25,100,000 shall be allocated towards the acquisition of Project COVID-19 Vaccines under Part 1.4 of Schedule 1 of the Project);

(F) Pursuant to an agreement between the Association and UNICEF, the Association has agreed to make an additional grant to assist in financing Parts 1, 2.1, 2.3,

3.1 and 4.1 of the Project to be implemented by UNICEF for the benefit of the people of the Republic of South Sudan;

(G) Pursuant to an agreement between the Association and WHO, the Association has agreed to make an additional grant to assist in financing Parts 3.3 and 4.2 of the Project to be implemented by WHO for the benefit of the people of the Republic of South Sudan; and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend to the Recipient an additional grant to assist in financing Part 2.2 of the Project (Recipient's "Respective Part of the Project") for the benefit of the people of the Republic of South Sudan upon the terms and conditions set forth in this Agreement; and to amend the Original Financing Agreement as set out in Schedule 3 to this Agreement.

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. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to nine million seven hundred thousand Special Drawing Rights (SDR 9,700,000) ("Financing"), to assist in financing its Respective Part of the Project.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Payment Currency is Dollar.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 3.01. The Additional Events of Suspension consist of the following:
- (a) The Recipient's Documents have, in the opinion of the Association, been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.
 - (b) The obligations under the Headquarters Agreement relating to the operations of the ICRC Delegation have been amended in a manner that does not enable the Recipient to comply with its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. This Agreement shall become effective as of the Signature Date.
- 5.02. 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 or repayment obligations) shall terminate is five (5) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is Head of Resource Mobilization, ICRC.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

International Committee of the Red Cross
19 Avenue de la Paix
1202 Geneva
Switzerland; and

- (b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(+41) 22 730 33 59	acastillocastrillo@icrc.org

- 6.03. 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.

INTERNATIONAL COMMITTEE OF THE RED CROSS

By

Daniel Littlejohn-Carrillo

Authorized Representative

Name: Daniel Littlejohn-Carrillo

Title: Head of Resource Mobilisation

Date: 25-Apr-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Ousmane Dione

Authorized Representative

Name: Ousmane Dione

Title: Country Director

Date: 20-Apr-2022

SCHEDULE 1

Project Description

The objectives of the Project are to prevent, detect, and respond to the threat posed by COVID-19, to increase access to an essential package of health and nutrition services including for refugee and host communities in selected States, and to develop South Sudan health sector stewardship and health system preparedness capacity.

The Project is a phase of the MPA Program, and consists of the Original Project, the scaled-up activities below, and the following additional parts (the “Additional Parts”).

Part 1: Vaccine Acquisition, Deployment, Cold Chain Equipment, and Community Engagement

Carry out the following scaled-up activities and the following Additional Parts to support South Sudan’s efforts in COVID-19 vaccine acquisition, planning and deployment:

1. Supporting South Sudan in creating energy-efficient and climate-friendly cold chain facilities through, *inter alia*, acquisition of additional solar direct drive refrigerators for cold chains, and cold boxes, through investments in solar power facilities and solarization of secondary health facilities.
2. Strengthening South Sudan’s health sector in the safe and effective deployment of Project COVID-19 Vaccines under South Sudan’s National Vaccination Deployment Plan including, *inter alia*: (a) development of micro-plans for vaccine deployment; (b) investment in vaccine storage, warehousing and transportation; (c) provision of training and financing of allowances for health workers to administer vaccines (per diem payments); (d) waste management and disposal; (e) vaccine distribution nationwide and for populations affected by flooding; (f) purchase of climate friendly cold chains; (g) routine supervision and monitoring of vaccine deployment; and (h) provision of critical vaccination supplies (such as diluents, syringes and medical supplies).
3. Supporting activities to increase community awareness related to COVID-19 vaccination and its importance (with particular attention to increasing vaccine acceptance; the risks of COVID-19 disease with the aim of addressing perceptions that COVID-19 is not a health risk; awareness of signs, symptoms, and control measures for COVID-19; and messages on preparedness for climate shocks and awareness and containment measures for climate-induced, outbreak-prone diseases) through communication and outreach programs involving community leaders, health workers, civil servants, and teachers, mid-level targeted interventions with a focus on reaching vulnerable and disadvantaged groups, and activities to generate evidence to inform ongoing vaccine deployment.

4. Procurement of Project COVID-19 Vaccines through the African Vaccine Acquisition Trust (“AVAT”), in accordance with the standard arrangements and procedures applicable to AVAT and UNICEF’s provision of Procurement Services under the Procurement Services Agreement, to increase vaccination coverage in the country by approximately 30 percent, and engagement into re-vaccination efforts, if applicable.

Part 2: Provision of Essential Health and Nutrition Services in Selected States

Carry out the following scaled-up activities and the following Additional Parts so as to maintain delivery and improve availability of essential health and nutrition services:

1. In the Upper Nile, Jonglei and Greater Pibor Administrative Area, by:
 - (a) providing high impact essential health and nutrition services to the general population and an additional integrated nutrition package to the flood-affected population through facility and outreach rounds, such as: maternal, neonatal, and child health services; basic and comprehensive emergency obstetric and newborn care; blanket supplementary feeding program (“BSFP”) and targeted supplementary feeding programs (“TSFP”) for moderate and severe acute malnutrition; services related to sexual and gender-based violence; climate emergency response and preparedness activities; and disease surveillance and outbreak response services;
 - (b) improving quality and supervision related to delivery of high-impact essential health services;
 - (c) acquisition and distribution of essential medicines, medical equipment and supplies to the general population;
 - (d) providing training, supervision, and monitoring to UNICEF Implementing Partners and service providers through expanded supervisory presence and testing of a county-level supervisory approach;
 - (e) providing financing for UNICEF’s cost of technical supervision, monitoring, and oversight over UNICEF Implementing Partners, cross-sectoral support provision and Project management;
 - (f) providing financing for strengthening supervision and management of health service delivery by: (i) supporting at least one high level supervisor with management and coaching expertise within each project county; and (ii) financing additional staff at the State level to conduct field visits to the project sites, for additional oversight in supporting improvements in health service delivery coverage and quality with a focus on support for planning

and implementation, and strengthen capacity of and expand the boma health initiative (“BHI”) workers, that serve as the community-based service providers and referral services, within the current coverage areas to ensure the target communities have adequate population coverage of the BHI services, including nutrition;

- (g) Provision of health tents next to communities displaced by the floods and rehabilitation of flood-affected health facilities.

2. In vulnerable and conflict-affected populations in Akobo County, Jonglei State by:

- (a) providing hospital level health services to vulnerable populations that ensure conflict-sensitive secondary level services, including: (i) outpatient and emergency services; (ii) surgical services (including obstetric emergencies); (iii) non-surgical clinical care services (including non-surgical obstetrics, pediatrics, therapeutic feeding services and physiotherapy); (iv) clinical support services (such as pharmacy, laboratory, and imaging services); and (v) non-clinical support services;
- (b) providing financing for ICRC’s cost of cross-sectoral support provision and Project management;
- (c) ensuring a climate-sensitive planning to help ensure the delivery of health services at the hospital throughout the year, given access challenges during rainy seasons; and
- (d) providing incentives for the hospital staff, financing of ambulatory and associated transport costs for critical patients, essential drugs, medical equipment, medical supplies, and medical consumables; healthy meals and diets required for admitted patients at the hospital; the cost of fuel for the generators to ensure sustained electricity supply for the hospital and fuel for aircrafts, vehicles and boats to facilitate travel and transport; the cost of housing for the ICRC staff in Akobo; and the purchasing of required information technology equipment, telecommunication, and office and general supplies for the purpose.

3. In Pariang County in the Ruweng Administrative Area and Maban County in Upper Nile State, by:

- (a) providing an integrated package of high impact essential health and nutrition services to the affected populations (including host communities and refugees) through facility and outreach rounds, such as: maternal, neonatal, and child health services; basic and comprehensive emergency obstetric and newborn care; BSFP and TSFP for moderate and severe acute malnutrition; services related to sexual and gender-based violence; climate

emergency response and preparedness activities; and disease surveillance and outbreak response services;

- (b) providing hospital level health services that ensure conflict-sensitive secondary level services, including: (i) outpatient and emergency services; (ii) surgical services (including obstetric emergencies); (iii) non-surgical clinical care services (including non-surgical obstetrics, pediatrics, therapeutic feeding services and physiotherapy); (iv) clinical support services (such as pharmacy, laboratory, and imaging services); and (v) non-clinical support services;
- (c) supporting the delivery of an integrated package of nutrition services, including (i) community-based management of acute malnutrition for acutely malnourished children under five years and acutely malnourished pregnant and lactating women (“PLW”) (both curative and preventative); (ii) blanket and targeted supplementary feeding program for PLW and children of 6 to 23 months; and (iii) scaling up and ensuring the national coverage of the integrated nutrition surveillance system;
- (d) financing facilities-based services and establishment and expansion of the BMI community health worker program; and
- (e) providing incentives for the hospital staff, financing of ambulatory and associated transport costs for critical patients, essential drugs, medical equipment, medical supplies, and medical consumables; healthy meals and diets required for admitted patients at the hospital; the cost of fuel for the generators to ensure sustained electricity supply for the hospital and fuel for aircrafts, vehicles and boats to facilitate travel and transport; the cost of housing for key staff; and the purchasing of required information technology equipment, telecommunication, and office and general supplies for the purpose.

Part 3: Building Institutional Capacity and Strengthening Health Emergency Preparedness

Carry out the following scaled-up activities and the following Additional Parts so as to build institutional capacity and strengthen health emergencies preparedness:

1. Scaling up activities for improving the institutional capacity of South Sudan’s Ministry of Health to effectively implement and manage future projects and other activities within its mandate, especially in the following areas: (a) financial management; (b) procurement; (c) monitoring and evaluation, contract management, and reporting; and (d) environmental and social standards, through, *inter alia*, provision of training and technical assistance.

2. Strengthening the health emergency preparedness of South Sudan by building government capacity to prepare for, prevent, detect, and respond to public health emergencies, including:
 - (a) strengthening the national disease surveillance system through provision of training and outreach at national and county-levels related to the Integrated Disease Surveillance and Response Guidelines, and developing data reporting and management systems at the national and state-levels for real-time reporting;
 - (b) developing national policies surrounding integrated human health and animal health to prevent health emergencies, through development of one health plan that addresses preparedness and response to priority zoonotic diseases; and formalization of a platform at the national and state levels to implement the one health plan; and
 - (c) provision of financing for cost of WHO's technical supervision, monitoring, oversight, and Project management.

3. Establishing a strong surveillance system to prevent, detect, investigate, and respond to disease outbreaks and other public health emergencies, through:
 - (a) supporting the implementation of the IDSR Guidelines at the national, subnational, county, and facility levels with a particular focus on the states of Upper Nile and Jonglei;
 - (b) strengthening the capacity of the national public health laboratory ("NPHL") in Juba with a focus on bacteriology and molecular laboratories, through the financing of (i) staff training at national and subnational levels on IDSR Guidelines third edition; (ii) training on early warning, alert, and response system at the county levels in selected states; (iii) community-based surveillance in high-risk counties nationwide; (iv) laboratory needs assessment in Malakal and Bor State hospitals; (v) procurement of laboratory equipment and supplies required for molecular and bacteriology testing in NPHL; and (vi) assessment of district health information software 2 and supporting the training and capacity building gaps at national and subnational levels; and
 - (c) integrating climate-sensitive diseases in all activities, with regard to climate-related outbreaks of diarrheal diseases, including cholera, malaria, and the potential of emerging climate-sensitive diseases.

Part 4: Monitoring, Evaluation and Learning

Carry out the following scaled-up activities and the following Additional Parts so as to support a national unified monitoring approach, as well as monitoring of Project activities, including:

1. Provision of financing for engagement of a Third-Party Monitoring Agent for: (a) monitoring deployment of Project COVID-19 Vaccine delivery nationwide; delivery of health services in Upper Nile, Jonglei States and Greater Pibor Administrative Area; and delivery of essential health and nutrition services to refugee and host communities in Upper Nile State and Ruweng Administrative Area; (b) monitoring the implementation of climate change response and resilience; and (c) support analytical work and knowledge management activities on Project generated data.
2. Supporting: (a) maintenance and improvements for the Common Monitoring Mechanism, through collaboration with Health Pooled Fund partners, to enable health service delivery and commodities data collection and visualization for effective monitoring of the Project; and (b) provision of financing for WHO's cost of technical supervision, monitoring, and oversight, and Project management; and (c) strengthening inter-operability with district health information software 2 and the open data kit platforms to allow streamlined modelling of service availability and utilization patterns in a timely manner.

Part 5: Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall at all times during the implementation of its Respective Part of the Project:
 - (a) maintain the ICRC Delegation in the Republic of South Sudan with the day-to-day responsibility for implementation of its Respective Part of the Project; and
 - (b) maintain appropriate presence and deploy staff in adequate numbers, as may be practicable and required for the purpose of its Respective Part of the Project within the territory of the Republic of South Sudan, including a multidisciplinary team satisfactory to the Association.
2. In the event the Association and the Recipient agree that additional due diligence measures are needed, the Recipient shall ensure that any additional due diligence measures regarding its Respective Part of the Project, such as Agreed Upon Procedures (ISRS 4400), are carried out exclusively in accordance with its Financial Rules and Regulations.

B. Implementation Arrangements

1. The Recipient shall carry out its Respective Part of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, Environmental and Social Standards and practices, and in accordance with the ESCP and PIM and shall promptly provide the funds, facilities, services and other resources required for its Respective Parts of the Project.
2. The Recipient shall, at all times during the implementation of the Project, ensure:
 - (a) compliance with any laws and/or regulations of South Sudan applicable to it with regard to its operations within the territory of South Sudan; and
 - (b) that all governmental clearances and approvals, as may be required to allow its staff to operate and undertake activities under its Respective Parts of the Project within South Sudan, are obtained.
3. The Recipient shall carry out Part 2.2 of the Project in Akobo County hospital, which is selected in agreement with the Association, and the Recipient shall obtain

the Association's prior written consent before implementing Part 2.2 of the Project in additional health facilities.

4. If the Original Financing Agreement terminates prior to the termination of this Agreement, the provision of the Original Financing Agreement referred to in this Agreement shall continue in full force and effect between the Recipient and the Association.
5. Without limitation to the provisions of paragraphs 1 and 2 above, the Recipient shall, within one (1) month of as of the Effective Date, update the Project Implementation Manual to reflect the Additional Activities under the Project, adjust the results framework accordingly, in a manner and substance satisfactory to the Association.

Project Implementation Manual

6. Within forty-five (45) days from the Effective Date, the Recipient shall:
 - (a) Update the Project implementation manual as set by the Original Financing Agreement to reflect the following modifications to the guidelines and procedures for implementation of its Respective Parts of the Project:
 - (i) Detailed description of its Respective Part of the Project and institutional arrangements for implementing said Respective Part of the Project.
 - (ii) Monitoring, evaluation, reporting, and governance procedures for the Project.
 - (iii) Detailed description of: (A) the different roles and responsibilities in implementation and mechanisms for coordination between the Recipient and the South Sudan government, UNICEF, and WHO; (B) budget and budgetary controls; (C) flow of funds, disbursement procedures and banking arrangements; (D) financial, procurement and accounting procedures; (E) personal data collection and processing in accordance with applicable national law and good international practice; (F) measures related to the use of security or military personnel in the implementation of project activities or for provision of security observing required safeguards; monitoring and evaluation arrangements including third-party monitoring of project implementation; and (G) environmental and social safeguards (including ESCP).

- (b) Adopt such PIM as shall have been approved by the Association (“Project Implementation Manual”, or “PIM”) and thereafter, carry out its Respective Parts of the Project in accordance with such approved PIM.
- 7. Except as the Association shall otherwise agree in writing the Recipient shall, not amend or waive, or permit to be amended or waived any provision of the PIM.
- 8. In the event any provision of the PIM conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

Annual Workplan and Budget

- 9. The Recipient shall prepare and furnish to the Association, not later than December 15 of each year (or fifteen (15) days after the Effective Date for the first year of Project implementation, covering activities to be implemented in the rest of the calendar year), an Annual Work Plan and Budget containing all Project activities proposed to be included in the Recipient’s Respective Part of the Project for implementation in the following calendar year (or in this case the 15 intended months of the operational collaboration) and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts, sources of financing and eligible costs.
- 10. The Recipient shall afford the Association a reasonable opportunity to exchange views on such proposed Annual Work Plan and Budget and thereafter, ensure that its Respective Parts of the Project are implemented in accordance with such Annual Work Plan and Budget as shall have been agreed to by the Recipient and the Association (“AWPB”).
- 11. The Recipient may revise AWPBs as needed during implementation of its Respective Parts of the Project subject to the Association’s prior written approval.

C. Part 5 of the Project: Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial

management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;

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

D. Environmental and Social Standards

1. The Recipient shall ensure that its Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation from the Financing for such measures and actions (which action plan shall be deemed an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such

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

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
 - 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 the 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 not later than sixty (60) days after the end of each calendar quarter, covering the calendar quarter.
- 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 Part 2.2 of Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Procurement

1. All works, goods, non-consulting services and consulting services required for carrying out the Recipient's Respective Part of the Project and financed out of the proceeds of the Financing 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 Association; and
 - (b) not commence to be procured until a procurement plan has been furnished to, and approved by, the Association in accordance with paragraph 2 of this Section III and thereafter, all procurement shall be made in accordance with the Procurement Plan.
2. Within thirty (30) days from the Effective Date, the Recipient shall prepare and furnish to the Association for approval a procurement plan, prepared in accordance with terms of reference satisfactory to the Association, and thereafter, implement its Respective Part of the Project in accordance with such procurement plan as shall have been approved by the Association ("Procurement Plan").
3. The Recipient shall prepare and furnish to the Association, on a quarterly 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 sixty (60) days after the end of the first quarter after the Effective Date, and shall cover the period from the Effective Date through the end of such first quarter; thereafter, each Procurement Report shall be furnished to the World Bank not later than sixty (60) days after each subsequent quarter, and shall cover such quarter period.
4. 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 Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Staff Operating Costs under Part 2.2 of the Project.	9,700,000	100%
(2) Emergency Expenditures under Part 5 of the Project	0	100%
TOTAL AMOUNT	9,700,000	

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; or
 - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is July 31, 2025.

SCHEDULE 3

**AMENDMENT NUMBER 1 TO THE ORIGINAL FINANCING AGREEMENT
("OFA") GRANT NUMBER D883-SS**

1. SCHEDULE 1

Schedule 1 (*Project Description*) of the OFA is deleted in its entirety and replaced by Schedule 1 (*Project Description*) to this Agreement.

2. SCHEDULE 2

(a) Paragraph 2 of Section IV.B (*Withdrawal Period*) is amended to read as follows:

“2. The Closing Date is July 31, 2025.”

All other provisions of the OFA, except as herein amended, shall remain in full force and effect.

APPENDIX

Section I. Definitions

1. “Agreed Upon Procedures (ISRS 4400)” means procedures performed to obtain additional assurance regarding information presented in the ICRC financial statements pursuant to the International Standard on Related Services (ISRS) 4400.
2. “Akobo County” means an administrative subdivision located in Jonglei State in the Republic of South Sudan.
3. “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.
4. “AWPB” means the Annual Work Plan and Budget referred to in paragraphs 9 through 11 of Section I.B of Schedule 2 to this Agreement.
5. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
6. “CERC Manual” means the manual referred to in Section I.C of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
7. “Common Monitoring Mechanism” means a shared performance monitoring approach across all zones in the country.
8. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
9. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
10. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to South Sudan, associated with a natural or man-made crisis or disaster or regarding which either South Sudan, the international community or the United Nations has issued an emergency declaration.
11. “Emergency Action Plan” means the plan referred to in Section I.C of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and

monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

12. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.C of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 11, 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.
14. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
15. “Financial Rules and Regulations” means ICRC’s financial rules, policies and directives pertaining to accounting, financial reporting and auditing as provided in the document “International Committee of the Red Cross (ICRC) Financial Regulations April 2017” and the document “Rules on Financial Management Delegation of the International Committee of the Red Cross (ICRC) in South Sudan 11 June 2018.”
16. “Greater Pibor Administrative Area” means the administrative subdivision of Greater Pibor in the Republic of South Sudan.
17. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December

14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix.

18. “Headquarters Agreement” means the Headquarter Agreement between the Recipient and the Republic of South Sudan dated August 22, 2011, referred to in paragraph (B) of the Preamble to this Agreement.
19. “Health Pooled Fund” means the partnership between international donors and non-profit organizations, with South Sudan’s Ministry of Health, aimed at providing access to good quality basic health services.
20. “ICRC Delegation” means the Recipient’s delegation accredited to operate and implement programs within the territory of the Republic of South Sudan for the benefit of the people of the Republic of South Sudan.
21. “Integrated Disease Surveillance and Response Guidelines” or “IDSR Guidelines” means the Republic of South Sudan’s national guidelines that define how health data for multiple diseases are collected, using standardized tools, for surveillance and response to public health threats.
22. “Jonglei” means the State of Jonglei, an administrative subdivision in the Republic of South Sudan.
23. “Maban County” means Maban County, an administrative subdivision located in the Upper Nile State in the Republic of South Sudan.
24. “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.
25. “National Vaccination Deployment Plan” means the Republic of South Sudan’s plan for delivery and deployment of COVID-19 vaccines.
26. “Original Financing Agreement” means the financing agreement for the “South Sudan COVID-19 Emergency Response and Health System Preparedness Project” between the Recipient and the Association, dated July 1, 2021 (Grant No. D883-SS).
27. “Original Project” means the Project activities as described in Schedule 1 to the Original Financing Agreement.
28. “Pariang Country” means Pariang County, an administrative subdivision located in the Ruweng Administrative Area in the Republic of South Sudan.

29. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
30. “PIM” means the Project Implementation Manual, satisfactory to the Association, and referred to in Section I.B.6 of Schedule 2 to this Agreement, as such manual may be revised from time to time with prior written agreement of the Association.
31. “Procurement Plan” means the Recipient’s procurement plan for its Respective Part of the Project prepared and approved in accordance with Section III of Schedule 2 to this Agreement, as the same shall be updated from time to time with the prior written approval of the Bank.
32. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
33. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the national regulatory authority of the Republic of South Sudan for distribution, marketing, and administration within the territory of the Republic of South Sudan, and purchased, acquired or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
34. “Recipient’s Documents” means Registration Number CH-660.1.353.006-1 acknowledging the existence of the International Committee of the Red Cross, an association established pursuant to the Civil Code of Switzerland; and registered in the Geneva Register of Commerce, and the Headquarters Agreement between the Republic of South Sudan and the Recipient, providing for recognition of the Recipient’s legal personality and its framework of operation in the Republic of South Sudan.
35. “Respective Parts of the Project” means with respect to:
 - (a) ICRC, Part 2.2 of the Project;
 - (b) UNICEF, Parts 1.1, 1.2, 1.3, 1.4, 2.1, 2.3, 3.1 and 4.1 of the Project; and
 - (c) WHO, Parts 3.2, 3.3 and 4.2 of the Project.
36. “Ruweng Administrative Area” means the administrative subdivision of Ruweng in the Republic of South Sudan.

37. “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.
38. “South Sudan” means the Republic of South Sudan.
39. “Staff Operating Costs” means ICRC staff salaries, ICRC utilities and ICRC operating costs for the implementation of Project activities and identified as the following Accounts in ICRC’s chart of accounts: 906100, 911000, 934000, 940000, 942000, 944000, 945000, 946500, 947000, 948000, 948001, 960000, 962100, 980000, ED&DWS (ED & DW personal cost), EXPATS (Expatriate personal cost), MISSIO (Mission cost), OTHERS (Others costs), PREMIS (Premises cost), SEXP (Service expat personal cost), TELCOM (Telecom cost), and TRANSP (Transport cost).
40. “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 UNICEF and referred to in Part 4.1 of the Project.
41. “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, 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.
42. “UNICEF Implementing Partners” means non-government organizations contracted by UNICEF in accordance with the Procurement Regulations to assist with implementation of UNICEF’s Respective Parts of the Project.
43. “Upper Nile” means the State of Upper Nile, an administrative subdivision in the Republic of South Sudan.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:
“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant."

2. Section 3.02 (Commitment Charge) is deleted in its entirety.
3. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:
 - “(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.
 - (c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”
3. In Section 5.11, paragraph (a) is modified to read as follows:

“Section 5.11. *Visits*

 - (a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”
5. Section 6.01 (Financial and Economic Data) is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.
6. Section 8.02 is modified as follows:
 - (a) Paragraph (j) on *Membership* is modified to read as follows:

“(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”
 - (b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to the Grant or the Project.”

7. The Appendix (Definitions) is modified as follows:

(a) Paragraph 77 (*Member Country*) is modified to read as follows:

“77. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraph 92 (*Recipient*) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”