**CREDIT NUMBER 7098-BT** 

# **Financing Agreement**

(Additional Financing to Covid-19 Emergency Response and Health Systems Preparedness Project)

between

KINGDOM OF BHUTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

## FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date, between KINGDOM OF BHUTAN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing an additional financing for the activities related to the Original Project. 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, the Original Financing Agreement (as described in the Appendix to this Agreement) and/ or in the Appendix to this Agreement (including the Preamble and Appendix thereto).

## ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seven million and three hundred thousand Special Drawing Rights (SDR 7,300,000) (variously, "Credit" and "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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. 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 Part(s) 1.1, 1.2, 1.3 and 3 of the Project through the Ministry of Health in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

## ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02 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 obligations) shall terminate is twenty (20) years after the Signature Date.

## ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Minister of Finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance Tashichhodzong Thimphu, Kingdom of Bhutan; and

(b) the Recipient's Electronic Address is:

Facsimile: 00975-2-323154

- 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

Ву		
	Lyonpo Namgay Tshering	
Authorized Representative		
Name:	Lyonpo Namgay Tshering	
Title:	Minister	
Date:	Minister 09-May-2022	
INTERNATIONAL DEVE	LOPMENT ASSOCIATION	
	LOPMENT ASSOCIATION	
Ву		
Ву	Representative  Mercy Miyang Tembon	
By  Authorized  Name:	Representative  Mercy Miyang Tembon	

#### SCHEDULE 1

## **Project Description**

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

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

## Part 1: Emergency COVID-19 Response

Providing immediate support to limit transmission of COVID-19 through containment strategies, including the following:

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

Enhancing case detection, confirmation, tracing, recording and reporting through, *inter alia*: (a) strengthening disease surveillance systems and epidemiological capacity for early detection and confirmation of cases; (b) combining detection of new cases with active contact tracing; (c) supporting epidemiological investigation; (d) strengthening risk assessment; (e) providing on-time data and information for guiding decision-making, response and mitigation activities; (f) strengthening the health management information system.

## 1.2. Health System Strengthening

Strengthening of the public health system through, *inter-alia*: (a) provision of support for preparedness planning to provide optimal medical care, maintain essential community services and to minimize risks for patients and health personnel, including training health facilities staff and front-line workers on risk mitigation measures and providing them with the appropriate protective equipment and hygiene materials; (b) establishing specialized units in selected hospitals, treatment guidelines, clinical training of health workers and hospital infection control guidelines; (c) development of strategies to increase hospital bed availability; (d) rehabilitation and equipment of selected primary health care facilities and hospitals (including intensive care facilities with medical equipment and training of health teams) for the delivery of critical medical services and to cope with increased demand of services posed by the outbreak, develop intra-hospital infection control measures, including improvements in blood transfusion services; and (e) provision of support for ensuring safe water and basic sanitation in health facilities, strengthen medical waste management and disposal systems, mobilization of additional health personnel, training of health personnel, provision of medical supplies, diagnostic reagents and kits.

## 1.3. Covid vaccination

- (a) Supporting Bhutan's health sector in the purchase of Project COVID-19 Vaccine.
- (b) Strengthening Bhutan's institutional framework to enable safe and effective Project COVID-19 Vaccine deployment including development of (i) national policies surrounding prioritization of vaccine allocation; (ii) regulatory standards for vaccination; (iii) standards and protocols surrounding cold chain, supplies, storage, logistics, and

training, and (iv) accountability, grievance, citizen and community engagement mechanisms.

(c) Supporting the development of Bhutan's vaccine-related infrastructure, immunization systems, and service delivery capacity, including inter alia, cold chain facilities, vehicles and logistics infrastructure, assessment of vaccine management capacity and training of delivery workers.

## Part 2: Community Engagement and Risk Communication

Supporting information and communication activities to raise awareness, knowledge and understanding among the general population about the risks and potential impact of the COVID-19 pandemic as well as on Project COVID-19 Vaccine deployment and to address vaccine hesitancy; through, *inter alia*: (a) real-time exchange of information, advice and opinions, through a mix of communication and engagement strategies, including media and social media communications, mass awareness campaigns including "social distancing" measures, health promotion, social mobilization, stakeholder engagement and community engagement; and (b) developing and distributing communication materials, awareness campaigns, training modules, training health frontline workers, printing materials, experts, symposia for advocacy, surveillance, treatment and prophylaxis.

## Part 3: Implementation Management and Monitoring and Evaluation

Strengthening the capacity of the Ministry of Health: (a) to implement the Project, including support for coordination of Project activities, procurement, financial management, stakeholder engagement, environmental and social risk management, monitoring and evaluation and reporting; and (b) on clinical and public health research and joint learning within and between countries, through *inter alia*, provision of technical assistance, IT and communication equipment and Training.

## Part 4: Contingency Emergency Response Component (CERC)

Provision of immediate response to an Eligible Crisis or Emergency.

#### **SCHEDULE 2**

#### **Project Execution**

# Section I. <u>Implementation Arrangements</u>

## A. Institutional Arrangements.

## 1. Project Steering Committee

The Recipient shall maintain, at all times during the implementation of the Project, the Project Steering Committee, with functions, composition and resources satisfactory to the Association, to be responsible for, *inter alia*: (a) providing strategic and policy guidance on the implementation of the Project; (b) reviewing progress made towards achieving the Project's objectives; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project.

## 2. Ministry of Health

The Recipient has designated its Ministry of Health (MOH) to be responsible for prompt and efficient oversight and implementation of activities under the Project. To this end, the Recipient shall take all necessary actions including the provision of funding, personnel and other resources necessary to enable said ministry to perform said functions.

Notwithstanding the above, the Recipient shall maintain, at all times during the implementation of the Project, such number of EPI units, with adequate number of staff and/or consultants, to be responsible for the implementation of Part 1.3 of the Project.

# 3. Project Management Unit

- (a) Without limitation upon the provisions of paragraphs 1 of this Section I.A, the Recipient, through the MOH, shall maintain, at all times during the implementation of the Project, the Project Management Unit, to be responsible for day-to-day execution, coordination and implementation of the Project (including procurement, financial management, environmental and social standards management, supervision, reporting and communication aspects) of activities under the Project. To this end, the Recipient shall take all actions, including the provision of funding, personnel and other resources satisfactory to the Association, to enable the Project Management Unit to perform said functions.
- (b) Without limiting the foregoing, the PMU shall be headed by a Project Director and include, *inter alia*, a Project Coordinator, an environmental and social focal point, a financial management officer and a procurement officer, all with qualifications, experience and terms of reference acceptable to the Association.

## B. National COVID-19 Preparedness and Response Plan

Without limiting any other provision of this Agreement, the Recipient shall: (a) ensure that the Project is carried out in accordance with the National COVID-19 Preparedness and Response Plan and any relevant decision made by the Health Emergency Management Committee; and (b) 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.

## C. Project Implementation Plan and Work Plans & Budget

- (a) Unless otherwise agreed with the Association, the Recipient shall, carry out the Project in accordance with the Project Implementation Plan.
- (b) In addition, the Recipient shall prepare and furnish to the Association throughout the implementation of the Project, work plans and budgets containing all activities proposed to be included in the Project for the subsequent twelve (12) months, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such Project Implementation Plan, work plans and budgets and thereafter ensure that the Project is implemented with due diligence in accordance with such Project Implementation Plan, work plans and budget as shall have been approved by the Association.
- (d) The Recipient shall not make or allow to be made any substantial change to the approved Work Plan and Budget without prior approval in writing by the Association.

#### D. Data Protection

The Recipient, through the MOH, shall ensure that the collection, use and processing (including transfers to third parties) of any personal data collected under this Project shall be done in accordance with the data protection principles contained in the Information, Communication, and Media Act of Bhutan 2018 and applicable best international practice, ensuring legitimate, appropriate, and proportionate treatment of such data.

#### 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 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, and 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the 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.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities, as applicable, 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.

## F. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan.
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the 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 nor the Emergency Action Plan is amended, suspend, abrogated, repeal 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 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.

#### G. Vaccine Delivery and Distribution Plan

- 1. Without limitation on Section I.A (*Institutional Arrangements*) above, the Recipient shall implement Part 1.3 of the Project in accordance with the plan for the Project COVID-19 Vaccine delivery and distribution plan ("Vaccine Delivery and Distribution Plan"), in form and substance satisfactory to the Association, which shall include:
  - (a) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
  - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
  - (c) rules and procedures for processing and collection of Personal Data in accordance with national law on Personal Data Protection if it is deemed adequate and best international practice; and
  - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- 2. The Recipient shall carry out the Project in accordance with this Agreement, the Project Implementation Plan and the Vaccine Delivery and Distribution Plan. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Project Implementation Plan or the Vaccine Delivery and Distribution Plan without prior approval of the Association. In the event of any conflict between the provisions of the Project Implementation Plan or the Vaccine Delivery and Distribution Plan and this Agreement, the provisions of this Agreement shall prevail.

## H. Standards for COVID-19 Vaccine Approval

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

## Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester. 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.

## Section III. 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 and Training for the Project under Parts 1.1 and, 1.2, 2, and 3 of the Project.	2,000,000	100 %
(2) Emergency Expenditures under Part 4 of the Project	0	100%
(3) Goods under Parts 1.3 of the Project	5,300,000	100%
TOTAL AMOUNT	7,300,000	

## 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, except that withdrawals up to an aggregate amount not to exceed (i) SDR 1,737,000/- may be made for payments made prior to this date but on or after October 01, 2021, for Eligible Expenditures under Category (1); and (ii) SDR 2,578,000/- may be made for payments made prior to this date but on or after October 01, 2021, for Eligible Expenditures under Category (3).
- (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;
  - (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 December 31, 2023.

# **SCHEDULE 3**

# **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2032, to and including March 15, 2042	1%
commencing September 15, 2042, to and including March 15, 2062	2%

<sup>\*</sup> The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### **APPENDIX**

#### **Section I.** Definitions

- 1. "Annual Work Plan and Budget" mean the annual work plan and budget to be prepared by the Recipient and approved by the Association pursuant to Section I.C of Schedule 2 to this Agreement.
- 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. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CERC Manual" means the manual referred to in Section I.F 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.
- 5. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 3 of the Project to respond to an Eligible Crisis or Emergency.
- 6. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 7. "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.
- 8. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 9. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 10. "Emergency Action Plan" means the plan referred to in Section I.F 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.
- 11. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
- 12. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated and disclosed on April 4, 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<sup>1</sup> to be prepared thereunder.

- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 13. "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.
- 14. "EPI" means the Recipient's expanded program on immunization.
- 15. "EPI Unit" means the units maintained by the Recipient's Ministry of Health, responsible for the COVID-19 vaccine deployment and "EPI Units" shall mean collectively all such units.
- 16. "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).
- 17. "Health Emergency Management Committee" means the committee referred to in Section I.B of Schedule 2, which committee has been established in accordance with the Recipient's Health Emergency and Disaster Contingency Plan (HEDCP, 2016), as mandated in the 2013 Disaster Management Act (DMA).
- 18. "Ministry of Health" or "MOH" means the Recipient's Ministry of Health, or any successor thereto.
- 19. "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.
- 20. "National COVID-19 Preparedness and Response Plan" mean the Recipient's national preparedness and response plan for COVID-19 and acceptable to the Association, as said document may be modified from time to time during the

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- COVID-19 outbreak, and such term includes all schedules and annexes to said document.
- 21. "National Public Health Laboratory" mean the Recipient's national public health laboratory.
- 22. "Original Financing Agreement" means the amended and restated agreement dated January 5, 2022 (Credit Number 6627-BT) between the Recipient and the International Development Association for the financing of the Original Project.
- 23. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement, as amended from time to time.
- 24. "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.
- 25. "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.
- 26. "Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Recipient's national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 27. "Project Implementation Plan" means the Recipient's plan prepared and adopted by the MOH and referred to in Section I.C of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association. "Project Management Unit" or "PMU" means the Recipient's unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 28. "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.
- 29. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 30. "Training" means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs in accordance with the Recipient's rules and regulations.

- 31. "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 Association.
- 32. "Vaccine Delivery and Distribution Plan" means the Recipient's National Deployment and Vaccination Plan, updated as of October 10, 2021, and further revised on December 12, 2021, referred to in Section 1.G of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association's prior written approval.
- 33. "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.
- 34. "WHO Fair Allocation Framework" means the rules which govern the allocation of vaccines to participants in the COVAX Facility, as developed by WHO, subject to periodic review by the COVAX Facility.
- 35. "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.