

Date: 15-Jul-2021

Dr. Adham R. Ismail Abdel Moneim  
The Representative  
World Health Organization  
Algeria Street Area  
PO Box 543  
Sana'a  
Republic of Yemen

**Re: Grant no. D600-RY  
(Yemen COVID-19 Response Project (P173862))**

**Amendment to the Financing Agreement**

Dear Dr. Moneim:

We refer to the Financing Agreement dated April 3, 2020, between the World Health Organization (for the benefit of the Republic of Yemen) (the Borrower) and the International Development Association (the Association). We also refer to your letter dated March 31, 2021, requesting additional financing for the above Project which necessitated restructuring of the Project that has been discussed by our teams.

We are pleased to inform you that, after due consideration, the Association concurs with the request, and consequently the Financing Agreement is hereby amended as set forth below:

1. First paragraph of Schedule 1 to the Financing Agreement is hereby revised in its entirety to read as follows:

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

2. New Paragraphs (f), (g), (h) and (i) are added to Part 1 of Schedule 1 to the Financing Agreement:

“(f) “Strengthening vaccination capacity for COVID-19 in areas of planning and coordination, training, service delivery, social mobilization, logistics and supplies and monitoring and evaluation of Project COVID-19 Vaccine deployment.

(g) Supporting (i) deployment and administration of the Project COVID-19 Vaccine, including through training of personnel, printing materials, transportation costs, payments of per diems to personnel and provision of necessary supplies for vaccination, including PPE, and (ii) implementation of infection prevent and control measures.

(h) Supporting monitoring and specialized analysis of the Health Resources and Services Availability Monitoring System (HeRAMS) for its 2021 update by: (i) conducting routine update, analysis, interpretation, verification and integration of HeRAMS with other health

information systems in the Republic of Yemen; and (ii) by assisting the development of HeRAMS data sharing strategy for governance of sharing processes by the Ministry of Public Health and Population or data, analysis and products sharing with stakeholders, humanitarian partners and actors.

- (i) Enhancing the capacity COVID-19 hotline centers through acquisition and installation of the necessary equipment to provide information and guidance to the general population and enable rapid response teams to detect and follow up on suspect cases.”

3. New Paragraphs A.3 through A.6 are added to Section I of Schedule 2 to the Agreement:

- “3. Without limitation to Section I.A(1) of this Schedule 2, the Recipient shall ensure that the Project is carried out in accordance with the National COVID-19 Deployment and Vaccination Plan; and shall maintain, at all times during the implementation of the Project, adequate public health emergency coordination and management arrangements, all in a manner acceptable to the Association.
  4. To facilitate the implementation of the Project, the Recipient shall annex the ESCP to its contractual arrangements with each of the Implementing Partners and require the respective Implementing Partner to carry out its activities in accordance with the ESCP terms. Should an Implementing Partner refuse to accept to carry out its activities in accordance with the terms of the ESCP, and without limitation to obligations described in paragraph 5 below, the Recipient shall inform the Association accordingly, and the parties shall consult on the next steps. Without limitation to any other reporting obligations under this Agreement, the Recipient shall: (a) take all necessary and feasible actions to monitor Implementing Partners’ compliance with the provisions of the ESCP; (b) promptly report to the Association any instances of Implementing Partners’ non-compliance that it becomes aware of; and (c) work with Implementing Partners to remedy such instances of non-compliance, all in accordance with WHO rules, policies and procedures, and in a manner satisfactory to the Association.
  5. For purposes of paragraph 1 above, the Recipient shall exercise its rights and carry out its obligations under each contractual arrangement mentioned therein in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant.
  6. Without limitation to Section B.2 below, the Recipient shall carry out its supervision and monitoring of Project activities, in accordance with its own policies and procedures, and shall share information related to said supervision and monitoring in the detail and frequency as the Bank and Recipient shall agree in writing.”
4. Section I.B of Schedule 2 to the Agreement is restated in its entirety as reflected in Annex A to this amendment letter.
5. New Paragraph C.1.b is added to Section I of Schedule 2 to the Agreement, and the subsequent paragraphs are re-lettered accordingly:
- “Without limitation to paragraph (a) above, concurrently with submission of a Project Report under Section II.A, the Recipient shall submit to the Association a statement confirming whether or not, during the reporting period of the Project Report, Recipient has received any non-frivolous

allegations referred to in paragraph (a) above, and a brief description of any such allegations received.”

6. New Paragraph C.1.e is added to Section I of Schedule 2 to the Agreement:

“To the extent consistent with the Recipient’s Regulations and Rules, it will keep the Association regularly informed by agreed means of actions taken pursuant to Section I.D.1(c) immediately above, and the results of the implementation of such actions, including where relevant, details of any recovery of funds or writing-off of losses. The Recipient will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. The Recipient will, in consultation with the Association, credit any funds so recovered to the Association or agree with the Association to use these funds for a purpose mutually agreed upon.”

7. Section I.D of Schedule 2 to the Agreement is restated in its entirety as reflected in Annex B to this amendment letter.

8. New Paragraph E.3 is added to Section I of Schedule 2 to the Agreement, and the subsequent paragraphs are renumbered accordingly:

“Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation from the Grant for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.”

9. Section II of Schedule 2 to the Agreement is restated in its entirety as reflected in Annex C to this amendment letter.

10. Paragraph B.5 of Section IV of Schedule 2 is amended to read as follows:

“The Closing Date is December 31, 2022.”

11. Section V of Schedule 2 is restated in its entirety to read as follows:


“1. Without limitation upon the Recipient’s other obligations under this Agreement, the Recipient further undertakes that no Grant proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Bank’s prior express approval.”

Except as specifically amended by this amendment letter, all provisions of the Original Financing Agreement otherwise remain in full force and effect.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below, and returning one (1) fully executed original of this amendment letter to us and retaining one (1) original of the letter for your records. This amendment letter shall become effective as of the date of countersignature.

Yours sincerely,


**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By:  \_\_\_\_\_

Marina Wes

Country Director for Yemen, Egypt and Djibouti  
Middle East and North Africa Region

**AGREED:  
WORLD HEALTH ORGANIZATION**

By  \_\_\_\_\_  
Authorized Representative

Name: Dr. Adham Rashad Ismail Abdel Moneim

Title: WHO Representative and Head of Mission

Date: 16-Jul-2021

**B. Implementation Covenants**

**1. Project Implementation Manual**

- (a) The Recipient shall amend, in accordance with terms of reference acceptable to the Association, and furnish to the Association the Project Implementation Manual for the Project, in form and substance acceptable to the Association, containing, *inter alia*, detailed arrangements and procedures for: (i) rules and procedures for prioritizing intra-country Project COVID-19 Vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules; (ii) rules and procedures establishing minimum standards for Project COVID-19 Vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure; (iii) Project COVID-19 Vaccine distribution plan, including action plan setting out timeline and steps for immunization; (iv) rules and procedures for processing and collection of Personal Data in accordance with Recipient's policies and procedures on Personal Data protection; and such other arrangements and procedures as shall be required for the effective implementation of the Project, all in form and substance acceptable to the Association.
- (b) The Recipient shall: (i) carry out the Project in accordance with the PIM; and (ii) not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the PIM or any provision thereof, without the prior written agreement of the Association.
- (c) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM, and those of this Agreement, the provisions of this Agreement shall prevail.

**2. Periodic Work Plans and Budgets**

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

3. **Standards for Project COVID-19 Vaccine Approval**

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

**D. Third-Party Monitoring**

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

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The Recipient shall furnish to the Association each Project Report (i.e., a semi-annual interim Project Report providing for a summary of activities covering a period of six calendar months, and a detailed annual Project Report), not later than forty-five (45) days after the end of each six calendar months, covering the six calendar months. The Recipient shall ensure that each Project Report contains a Procurement Report prepared under Section III.B below.
2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

**B. Financial Management; Financial Reports; Audits**

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