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ESMAP GRANT NUMBER TF0B6004

**Energy Sector Management Assistance  
Program (ESMAP)  
Grant Agreement**

**(South Sudan COVID-19 Emergency Response and  
Health System Preparedness Project)**

**between**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)  
(for the benefit of the people of the Republic of South Sudan)**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION  
(acting as administrator of Energy Sector Management  
Assistance Program (ESMAP) Multi-Donor Trust Fund)**

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**ESMAP GRANT NUMBER TF0B6004**

**ENERGY SECTOR MANAGEMENT ASSISTANCE PROGRAM (ESMAP)  
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between the United Nations Children's Fund ("UNICEF" or "Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as an administrator of Energy Sector Management Assistance Program ("ESMAP") Multi-Donor Trust Fund.

WHEREAS: (A) the Republic of South Sudan ("South Sudan") has requested the Bank for financing of projects in the Republic of South Sudan using various modalities for provision of financing, and the Bank has informed South Sudan about the Project described in Schedule 1 to this Agreement ("Project") and that the Bank is providing financing to UNICEF, International Committee of the Red Cross ("ICRC") and World Health Organization ("WHO") to implement the Project;

(B) Pursuant to the Basic Cooperation Agreement between the Recipient and the Republic of South Sudan dated July 9, 2011, the Recipient and South Sudan agreed on the framework for cooperation in programmes for the benefit of children and women within South Sudan consistent with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of the Recipient;

(C) By an agreement between the Bank and ICRC, the Bank has agreed to make a grant to assist in financing Part 2.2 of the Project to be implemented by ICRC;

(D) By agreements to be entered into between the Bank and WHO, the Bank will make grants to assist in financing Parts 3.2 and 4.2 of the Project to be implemented by WHO; and

WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend to the Recipient a grant for the benefit of the people of the Republic of South Sudan upon the terms and conditions set forth in this Agreement.

The Recipient and the Bank hereby agree as follows:

**Article I**  
**Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. The Financial Management Framework Agreement (“FMFA”) (as defined in the Appendix to this Agreement) constitutes an integral part of this Agreement. Without limitation to the provisions of the FMFA, in respect to the Recipient:
- (a) all references in the FMFA to “Letter Agreement(s)” shall be references to this Agreement;
  - (b) all references in the FMFA to “Trust Fund Grant(s)” shall be references to the Grant referred to in Section 3.01 of this Agreement;
  - (c) all references in the FMFA to “the UN” and to a “UN Organization”, including in particular reference in Section 7 of the FMFA, shall be references to “the United Nations Children's Fund”;
  - (d) all references in the FMFA to “the UN Controller” shall be references to the “UNICEF Comptroller”;
  - (e) all references in the FMFA to the “UN Financial Regulations” shall be references to the “UNICEF Financial Regulations and Rules”; and
  - (f) all references in the FMFA to the “Parties” in Section 11 of the FMFA shall be a reference to the “Bank” and the “United Nations Children's Fund” or, alternatively, to the “Bank” on the one hand, and the “United Nations Secretariat”; and all “UN Organisations” (as that term is defined in the FMFA) on the other, if a satisfactory consolidated review mechanism is established.
- 1.03. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

**Article II**  
**The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”) and the MPA Program. To this end, the Recipient shall carry out Parts 1, 2.1, 3.1, 4.1 and 5 of the Project in accordance with the provisions of Article II of the Standard Conditions, the FMFA, and Schedule 2 to this Agreement.

**Article III**  
**The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed two million United States Dollars (USD 2,000,000) (“Grant”) to assist in financing Part 1.1 of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**ARTICLE IV — REMEDIES OF THE BANK**

- 4.01. The Additional Events of Suspension consist of the following:
  - (a) By notice sent to the Recipient pursuant to sub-paragraph (iv) of paragraph 9 of the FMFA, the Bank confirms that it reasonably believes the actions taken previously in accordance with said Section 9 have not been sufficient to fulfill its fiduciary obligation to ensure that the proceeds of the Financing were used for eligible expenditures.
  - (b) By notice sent to the Recipient pursuant to sub-paragraph (iii)(a) of paragraph 10 of the FMFA, the Bank confirms that alternative financial management arrangements mutually acceptable to the Bank and the Recipient were not reached within the period stipulated therein.
  - (c) The Bank determines at any time that a reference in either paragraph 1 or paragraph 3 of Section II.B of Schedule 2 to this Agreement to the Recipient’s financial regulations and rules is incomplete or inaccurate in any material respect.
  - (d) The Bank for any reason revokes the application of the Alternative Procurement Arrangements set forth in Section III.1 of Schedule 2 to this Agreement.

**Article V**  
**Effectiveness; Termination**

- 5.01. This Agreement shall become effective as of the Signature Date.

**Article VI**  
**Recipient's Representative; Addresses**

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is UNICEF's Representative for the Republic of South Sudan.

6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

UNICEF, the United Nations Children's Fund  
South Sudan

(Attention: The Representative)

and

With a copy to:

UNICEF, the United Nations Children's Fund  
UNICEF House  
Three United Nations Plaza  
New York, New York 10017

(Attention: The Comptroller); and

(b) the Recipient's Electronic Address is:

E-mail:

hramadhani@unicef.org (Attention: The Representative)

6.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

**UNITED NATIONS CHILDREN'S FUND**

**By**

*Andrea Suley*

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**Authorized Representative**

**Name:** Andrea Suley  
**Title:** Representative ai  
**Date:** 01-Jul-2021

**INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administrator of Energy Sector Management  
Assistance Program (ESMAP).**

**By**

*Ousmane Dione*

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**Authorized Representative**

**Name:** Ousmane Dione  
**Title:** Country Director  
**Date:** 01-Jul-2021

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to prevent, detect, and respond to the threat posed by COVID-19 in South Sudan, increase access to an essential package of health services in the states of Upper Nile and Jonglei, and develop South Sudan government health sector stewardship and system preparedness capacity.

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

#### **Part 1. Vaccine Deployment, Cold Chain Equipment, and Community Engagement**

Carry out the following to support South Sudan's efforts in COVID-19 vaccine planning and deployment:

1. Supporting South Sudan in creating energy-efficient and climate-friendly cold chain facilities through, *inter alia*, acquisition of solar direct drive refrigerators for cold chains, and cold boxes, and in Upper Nile and Jonglei, 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 the first phase of South Sudan's National Vaccination Deployment Plan including, *inter alia*: (i) development of micro-plans for vaccine deployment; (ii) investment in vaccine storage and transportation; (iii) provision of training and financing of allowances for health workers to administer vaccines (*per diem* payments); (iv) waste management and disposal; (v) routine monitoring of vaccine deployment; and (vi) 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 vaccine acceptance) 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.

#### **Part 2. Continued Provision of Essential Health Services in Upper Nile and Jonglei**

Maintain delivery and improve availability of essential health services:

1. In the Upper Nile and Jonglei, by:
  - (a) providing high-impact essential health services to the general population, such as: maternal, neonatal, and child health services; basic and comprehensive emergency obstetric and newborn care; services related to sexual and gender-based violence;

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 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; and

(e) providing financing for UNICEF's cost of technical supervision, monitoring, and oversight over UNICEF Implementing Partners, cross-sectoral support provision and Project management.

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

(a) 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; and

(b) providing financing for ICRC's cost of cross-sectoral support provision and Project management.

### **Part 3. Building Institutional Capacity and Strengthening Health Emergencies Preparedness**

1. Improving the institutional capacity of South Sudan's Ministry of Health to effectively manage future projects that may be considered for financing by the Bank, especially in the following areas: (i) financial management; (ii) procurement; (iii) monitoring and evaluation, contract management, and reporting; and (iv) environmental and social safeguards, 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.

#### **Part 4. Monitoring, Evaluation and Learning**

Provision of support for 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 monitoring activities carried out under Parts 1 and 2.1 of the Project, including monitoring all activities related to Project COVID-19 Vaccine delivery and deployment.
2. Supporting (a) maintenance and improvements for the Common Monitoring Mechanism, developed by the Association-supported Provision of Essential Health Services Project 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.

#### **Part 5. Contingent Emergency Response**

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

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Institutional and Other Arrangements**

##### **A. Implementation Arrangements**

###### *Implementation Generally*

1. The Recipient shall carry out its Respective Parts of the Project with due diligence and efficiency in conformity with appropriate administrative, financial, technical, Environmental and Social Standards and practices, and in accordance with the Financial Management Framework Agreement (“FMFA”), Environmental and Social Commitment Plan (“ESCP”) and the Project Implementation Manual (“PIM”) (which includes the Vaccine Delivery and Distribution Manual (“VDDM”)), 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. Without limitation upon other provisions in this Agreement, the Recipient shall carry out supervision and monitoring of its Respective Parts of the Project 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.

###### *Project Implementation Manual*

4. Within forty-five (45) days from the Effective Date, the Recipient shall:
  - (a) Prepare, in accordance with terms of reference satisfactory to the Bank, and furnish to the Bank for approval, a Project implementation manual setting forth detailed guidelines and procedures for implementation of its Respective Parts of the Project, including:
    - (i) Detailed description of its Respective Parts of the Project and institutional arrangements for implementing said Respective Parts 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 South Sudan government, ICRC, 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) monitoring and evaluation arrangements including third-party monitoring of project implementation; (G) measures related to the involvement of guards in the implementation of project activities or for provision of security and in compliance with ESSs and ESCP; (H) environmental and social safeguards; and (I) the Vaccine Delivery and Distribution Manual set out in paragraph (a)(iv) below.
  - (iv) For purposes of ensuring adequate implementation of Part 1 of the Project, a Vaccine Delivery and Distribution Manual, which is a manual for COVID-19 Vaccine delivery and distribution, in form and substance satisfactory to the Bank, which includes: (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 good international practice; and (D) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- (b) Adopt such PIM as shall have been agreed with the Bank (“Project Implementation Manual”, or “PIM”) and thereafter, carry out its Respective Parts of the Project in accordance with such PIM.

5. Except as the Bank shall otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived any provision of the PIM.

6. In the event any provision of the PIM conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

### ***Workplan and Budget***

7. Within fifteen (15) days after the Effective Date, the Recipient shall prepare and furnish to the Bank, a Work Plan and Budget covering activities to be implemented under its Respective Parts of the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts, sources of financing and eligible costs.

8. The Recipient shall afford the Bank a reasonable opportunity to exchange views on such proposed Work Plan and Budget and thereafter, ensure that its Respective Parts of the Project are implemented in accordance with such Work Plan and Budget as shall have been agreed to by the Recipient and the Bank (“WPB”).

9. The Recipient may revise WPB as needed during implementation of the its Respective Parts of the Project subject to the Bank’s prior written approval.

### ***Standards for Project COVID-19 Vaccine Approval***

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

#### **B. Anti-Corruption**

1. The Recipient shall carry out its Respective Parts of the Project subject to the provisions of the General Conditions and the following undertakings:

(a) In the event that the Recipient or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Project or any expenditures under the proceeds of the Financing (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to any activity under the Project), the Recipient or the Bank, as the case may be, shall promptly bring such information to the attention of the appropriate official or officials of the other party, as designated from time to time by each party by written notice to the other party.

(b) Without limitation to paragraph (a) above, concurrently with submission of a Project Report under Section II.A, the Recipient’s Office of Internal Audit and Investigations shall submit to the Bank’s Integrity Vice Presidency a statement confirming whether or not, during the reporting period of the Project Report, the Recipient has received any non-frivolous allegations referred to in paragraph (a) above, and a brief description of any such allegations received. Any information provided under this paragraph that is designated as such by the Recipient’s Office of Internal Audit and Investigations will be considered strictly confidential and will only be disseminated within the organization on a strict ‘need to know’ basis. Information that has previously been provided to the Bank on an ad

hoc basis under paragraph (a) will not be considered ‘Strictly Confidential’ unless it was designated as such at the time of initial disclosure, regardless of whether the same information is duplicated in whole or in part in any report to be generated under this paragraph. The Bank reserves the right to use strictly confidential information in furtherance of its own investigations under paragraph 4 of this Section I.B, but will notify the Recipient in advance and, upon request, will consult with the Recipient before doing so.

- (c) Following consultation between the Recipient and the Bank, the Recipient will, to the extent the information relates to actions within the authority or accountability of the Recipient, take timely and appropriate action in accordance with its accountability and oversight framework, including applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter, the Recipient and the Bank agree and acknowledge that the Recipient has no authority over, and accordingly shall have no responsibility to investigate, any government official or officials or consultants of the Bank.
  - (d) To the extent such investigation confirms the allegations and to the extent that remedial action is within the authority of the Recipient, the Recipient will take timely and appropriate action in response to the findings of such investigation, in accordance with the Recipient’s accountability and oversight framework, including its regulations, rules, policies and procedures.
  - (e) To the extent consistent with the Recipient’s Financial Regulations and Rules, it will keep the Bank regularly informed by agreed means of actions taken pursuant to Section I.B.1(d) 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 Bank, credit any funds so recovered to the Bank or agree with the Bank to use these funds for a purpose mutually agreed upon.
2. In the event that the Bank reasonably believes that timely and appropriate action has not been taken by the Recipient under Section I.B.1 above, the Bank may request direct consultations at a senior level between the Bank and the Recipient in order to obtain assurances that the Recipient’s oversight and accountability mechanisms have been and are being fully applied in connection with such allegations. The Recipient and the Bank take note of the provisions of Article XIV of the United Nations Financial Regulations and Rules and the Recipient’s relevant provisions of its Financial Regulations and Rules.
  3. The Bank may, following consultation with the Recipient, by notice to the Recipient, suspend the right of the Recipient to make further withdrawals of the proceeds of the

Financing if the Bank reasonably believes the actions taken by the Recipient under Section I.B.1 above have not been sufficient to fulfill its fiduciary obligation with respect to the Financing.

4. The Bank has the right and authority, pursuant to the Anti-Corruption Guidelines, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, or collusive practices (as defined in Section I.B.7 below) by any third party, and to sanction any such third party which the Bank has determined to have engaged in such practices; provided, however, that in this Section, “third party” does not include the Recipient. To the extent consistent with the Recipient’s oversight framework, including its regulations, rules, policies and procedures, and if requested by the Bank, the Recipient shall cooperate with the Bank in the conduct of such investigations.
5. Without limitation to the provisions of paragraph B.1 of this Section, the Bank retains the right to conduct an investigation in connection with the information referred to in paragraph B.1(a) of this Section and any information provided to the Recipient regarding allegations of corrupt, fraudulent, coercive, or collusive practice in connection with the bidding process, the award, or implementation of any contract to be or being financed out of the proceeds of the Financing, except that the Bank may not investigate the Recipient or other United Nations agency. In all such investigations, the Recipient agrees to facilitate such investigations.
6.
  - (a) The Recipient will require any third-party commercial entity with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract financed with the proceeds of the Financing to disclose to the Recipient whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group. The Recipient will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts during the Project implementation.
  - (b) If the Recipient intends to issue a contract in connection with the Project with a party that has disclosed to the Recipient that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the Recipient will so inform the Bank, before signing such contract; (ii) the Bank then may request direct consultations at a senior level, if required, between the Bank and the Recipient to discuss the Recipient’s decision; and (iii) if after such consultation, the Recipient elects to proceed with the issuance of the contract, the Bank may inform the Recipient by notice, that the proceeds of the Financing may not be used to fund such contract.
  - (c) Any portion of the proceeds of the Financing received by the Recipient under this Agreement that may have been used to fund a contract in respect

of which the World Bank Group has exercised its right under paragraph 6(b)(iii) immediately above, shall be used to defray the amounts requested by the Recipient in any subsequent Withdrawal Application, if any, or will be treated as a balance in favor of the Recipient in the calculation of the final balances prior to the Closing Date.

7. For the purposes of the provisions of this Section I.B, the following definitions of sanctionable practices shall apply:
  - (a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (b) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
  - (d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**C. Environmental and Social Standards**

1. The Recipient shall ensure that its Respective Parts of the Project are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient 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 from the Grant are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank 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 Bank 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 Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation from the Grant for such measures and actions (which action plan shall be 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 Bank.
- 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 Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 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 Bank.



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.
8. Any security personnel involved in the implementation of the Recipient's Respective Parts of the Project shall be engaged and deployed by the Recipient in accordance with the relevant requirements of the ESSs and the ESCP.

**D. Third-Party Monitoring**

1. Within seventy (70) days from the Effective Date, the Recipient shall hire and maintain throughout Project implementation, Third-Party Monitoring Agent(s), on the terms of reference satisfactory to the Bank, 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 monitor implementation of activities under Parts 1 and 2.1 of the Project. Names of the candidate entities that have bid for the contract of the Third-Party Monitoring Agent(s) will be shared with the Bank prior to bid evaluation. The Bank shall have ten (10) business days to raise any concerns with the Recipient regarding the candidate entities.
2. Each monitoring report prepared by the Third-Party Monitoring Agent(s) shall cover a period of six (6) months. The Recipient shall, after its review, and no later than 15 days after its receipt, make available such monitoring report to the Bank.
3. The Recipient shall supervise the work of Third Party Monitoring Agent(s) recruited pursuant to Section I.D.1 of this Schedule and enable such Third Party Monitoring Agent(s), taking into account the security situation, to: (a) visit any facilities and sites included in its Respective Parts of the Project; and (b) examine the goods, services and/or outputs financed out of the proceeds of the Financing, and any documents and reports relevant to the performance of its obligations under this Agreement. The terms of any such Third-Party Monitoring Agent(s)' activities shall be agreed upon in advance by the Parties and any costs associated with the Recipient's required supervision therewith shall be funded by the Financing. Nothing in the foregoing provision shall be construed as granting audit access to any such Third-Party Monitoring Agent(s) or the Bank hereunder.

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

### **A. Project Reports**

1. The Recipient shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester, or with such frequency as the Bank and the Recipient shall agree in writing. The Recipient shall ensure that each Project Report contains an update on the implementation of the activities under the Procurement Plan.
2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

### **B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain, and cause to be maintained, a financial management system, including records and accounts, adequate to reflect the transactions related to its Respective Parts of the Project, in accordance with the applicable policies, procedures, and guidance provided in the Financial Regulations and Rules. In accordance with Article 10 of FMFA, the Recipient shall notify the Bank of any changes to these Financial Regulations and Rules, that occur after the signing of this agreement within thirty (30) days of their effective date, and shall make them available via 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 Financing and in a manner that allows for the clear and separate identification of the activities financed by the Bank.
3. The Recipient will prepare periodic financial statements in accordance with its Financial Regulations and Rules and accounting standards acceptable to the Bank. The financial statements will be submitted to the Bank 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 of this Schedule.
4. The Recipient shall ensure that the audit of its Respective Parts of the Project is: (a) carried out exclusively by the UN Board of Auditors in accordance with Article XIV of the Financial Regulations and Rules; and (b) governed by the Financial Management Framework Agreement. In addition, as agreed by the Recipient and the Bank, the Recipient will carry out any additional due diligence activities as agreed by the Recipient and the Bank in separate terms of reference.

5. The Recipient shall retain, and shall 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 Bank has received the final interim unaudited financial report referred to in the Disbursement and Financial Information Letter referenced in Section IV.A of this Schedule, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing all expenditures in respect of which withdrawals of the proceeds of the Financing were made.

**Section III. Procurement**

1. All works, goods, non-consulting services and consulting services required for carrying out the Recipient's Respective Parts 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 Bank; and with the Procurement Plan found to be satisfactory to the Bank;
  - (b) not commence to be procured until a procurement plan has been furnished to, and deemed acceptable in accordance with paragraph 2 of this Section III.
2. Within thirty (30) days from the Effective Date, the Recipient shall prepare and furnish to the Bank for review a procurement plan, prepared in accordance with terms of reference satisfactory to the Bank, and thereafter, implement its Respective Parts of the Project in accordance with such procurement plan as shall have been deemed acceptable by the Bank ("Procurement Plan").
3. If the Bank 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 Bank, the Bank may, in addition to the Bank's other rights under the Agreement, revoke the procurement provisions set out in paragraph 1 of this Section III.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

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

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under Part 1.1 of the Project	1,904,762	100%
(2) Indirect Cost (5%) under Part 1.1 of the Project	95,238	
<b>TOTAL AMOUNT</b>	2,000,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date;
  - (b) for Category (1), until the Recipient has disclosed: (i) the ESMF approved by the Bank; and (ii) the updated SEP, approved by the Bank;
2. All withdrawals shall be made on the basis of the interim unaudited financial reports referred to in Section II.B.3 of this Schedule and under such other terms and conditions as the Bank shall specify by notice to the Recipient contained in the Disbursement and Financial Information Letter addressed or to be addressed by the Bank to the Recipient for purposes of the Financing.
3. Without prejudice to the provisions of Section 4.05 of the Standard Conditions, in the event that the Bank requests a refund of any portion of the proceeds of the Financing that has been used in a manner inconsistent with the provisions of this Agreement, the Bank and the Recipient will adopt the procedures set forth in paragraph 9 of the FMFA.
4. It is understood that the Recipient shall not be responsible for, and shall have no obligation to initiate or continue implementation of, the pertinent activities under its Respective Parts of the Project unless the proceeds of the Financing allocated to such activities have been made available to the Recipient. Notwithstanding any suspension of the Financing or any portion of the Financing under this Agreement,

the Bank will make available to the Recipient the portion of the proceeds of the Financing required to meet the obligations entered into by the Recipient prior to the date on which the Recipient shall have received the notice of suspension.

5. The Closing Date is June 30, 2023.

## APPENDIX

### Section I. Definitions

1. “Alternative Procurement Arrangements” means the procurement arrangements set forth in Section III of Schedule 2 to this Agreement, as permitted by the “World Bank *Procurement Regulations for IPF Borrowers*”, dated November 2020.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
3. “Basic Cooperation Agreement” means the agreement between the Recipient and the Republic of South Sudan dated July 9, 2011, agreeing on the framework for cooperation in programmes for the benefit of children and women within South Sudan consistent with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of the Recipient.
4. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.
5. “Common Monitoring Mechanism” means a shared performance monitoring approach across all zones in the country.
6. “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.
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. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
9. “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.

10. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, June 11, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
11. “Environmental and Social Management Framework” or “ESMF” means Environmental and Social Management Framework for the Recipient’s Respective Parts of the Project, prepared by the Recipient in accordance with the ESCP.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
13. “Financial Management Framework Agreement” or “FMFA” means the Financial Management Framework Agreement between the World Bank and the United Nations, to which UNICEF is a co-signatory pursuant to the letter signed by UNICEF on November 4, 2016.
14. “Financial Regulations and Rules” means the following financial management regulations and rules of the Recipient: The United Nations Children’s Fund Financial Regulations and Rules E/ICEF/2011/AB/L.8.
15. “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.
16. “Indirect Costs” means the indirect costs incurred by the Recipient as a function and in support of its Respective Parts of the Project, which cannot be traced

unequivocally to the deliverables and technical outputs of its Part 1.1 of the Project and which is 5% of the Financing.

17. “Integrated Disease Surveillance and Response 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.
18. “Jonglei” means the State of Jonglei, an administrative subdivision in the Republic of South Sudan.
19. “MPA Program” means the global emergency multiphase programmatic approach program supported by the Bank 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.
20. “National Vaccination Deployment Plan” means the Republic of South Sudan’s plan for delivery and deployment of COVID-19 vaccines.
21. “One Health Plan” means the Republic of South Sudan’s national plan that addresses a shared health threat at the human-animal-environment interface, based on collaboration, communication, and coordination across all relevant sectors and disciplines, with the ultimate goal of achieving optimal health outcomes for both people and animals.
22. “Operating Costs” means: the incremental operating costs arising under Part 1.1 of the Project on non-staff related cost, including vehicle operation and transport for field teams, rental of office space and supplies, utilities, and communication charges.)
23. “PEHSP” or “Provision of Essential Health Services Project” means the Project described in Schedule 1 to the PEHSP Financing Agreements.
24. “PEHSP Financing Agreement” means the agreement between the International Development Association and the Recipient for Grant No. 4270-SS, dated February 28, 2019 and between the Bank and ICRC for Grant No. 4280-SS, dated March 1, 2019.
25. “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.

26. “PIM” means the Project Implementation Manual, satisfactory to the Bank, and referred to in Section I.A.4(b) of Schedule 2 to this Agreement, as such manual may be revised from time to time with prior written agreement of the Bank.
27. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
28. “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 Republic of South Sudan, and purchased acquired or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
29. “Respective Parts of the Project” means with respect to:
  - (a) ICRC, Parts 2.2 of the Project;
  - (b) UNICEF, Parts 1, 2.1, 3.1, 4.1 and 5 of the Project; and
  - (c) WHO, Parts 3.2 and 4.2 of the Project.
30. “SEP” means the Stakeholder Engagement Plan for the Recipient’s Respective Parts of the Project prepared by the Recipient in accordance with the ESCP.
31. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
32. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019, with the modifications set forth in Section II of this Appendix.
33. “South Sudan” means the Republic of South Sudan.
34. “Stringent Regulatory Authority” means a National Regulatory Authority (“NRA”) that is classified by WHO as a Stringent Regulatory Authority.
35. “Third-Party Monitoring Agent” means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects, including for financial management, procurement, and environmental safeguards aspects of such development projects, to be engaged by the Recipient in

accordance with terms of reference satisfactory to the Bank and referred to in Section I.D of Schedule 2 to this Agreement.

36. “Training” means the costs associated with training of health providers and personnel, supervisors and managers involved in activities under the Project based on the Work Plan and Budget, such term including seminars, and workshops, and associated travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation of the training.
37. “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.
38. “Upper Nile” means the State of Upper Nile, an administrative subdivision in the Republic of South Sudan.
39. “Vaccine Approval Criteria” means the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Bank.
40. “Vaccine Delivery and Distribution Manual” or “VDDM” means the Recipient’s manual referred to in Sections 1.A.1 and I.A.4 (iv) of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank’s prior written approval.
41. “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.
42. “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.
43. “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.

44. “WPB” means the Work Plan and Budget referred to in paragraphs 7 through 9 of Section I.A of Schedule 2 to this Agreement.
45. “World Bank Group” means the Bank, the International Bank for Reconstruction and Development, the International Finance Corporation, the International Centre for the Settlement of Investment Disputes, and the Multilateral Investment Guarantee Agency.

## **Section II. Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. Section 3.07 (*Financing Taxes*) is deleted in its entirety.
2. Section 2.05 (*Plans; Documents; Records*), 2.07 (*Financial Management; Financial Statements; Audits*), 2.11 (*Procurement*), 2.12 (*Anti-Corruption*) are deleted in their entirety, and the remaining sections in Article II are renumbered accordingly.
3. The Appendix (Definitions) is modified as follows:
  - (a) Paragraph 18 (*Member Country*) is modified to read as follows:

“18. “Member Country” means the member of the Bank 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.”