
GRANT NUMBER D909-SO

Financing Agreement

(Somalia COVID-19 Emergency Vaccination Project)

between

FEDERAL REPUBLIC OF SOMALIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D909-SO

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the FEDERAL REPUBLIC OF SOMALIA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-one million six hundred thousand Special Drawing Rights (SDR 31,600,000) (“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 Payment Dates are April 15 and October 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall carry out the Project 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 Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has hired for/seconded to the Project Coordination and Implementation Unit, the following key experts, with experience and qualifications and under terms of reference acceptable to the Association, namely: (i) a fully dedicated social development specialist for the Project; (ii) a gender-based violence specialist; (iii) a security specialist; and (iv) a fully dedicated environmental specialist for the Project;
 - (b) the Recipient has prepared/updated, following a consultative process, publicly disclosed and adopted: (i) an Environmental and Social Management Framework (“ESMF”), including a Project-wide Infection Prevention and Control Waste Management Plan (“IPC-WMP”) and SEAH Prevention and Response Plan; (ii) a Security Risks Management Framework; and (iii) Labor Management Procedures, all in a manner and substance satisfactory to the Association; and
 - (c) the Recipient has adopted the Project Operations Manual pursuant to the provision of Section I.C.1 of Schedule 2 to this Agreement, in a manner and substance satisfactory to the Association.
- 4.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 the federal minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient’s address is:

Ministry of Finance
Ministry of Finance Building
Corso Somalo Street
Shangani District; and
- 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

AGREED as of the Signature Date

FEDERAL REPUBLIC OF SOMALIA

By

Abdirahman Duale Beileh

Authorized Representative

Name: _____
Abdirahman Duale Beileh

Title: _____
Minister

Date: _____
26-Oct-2021

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Keith E. Hansen

Authorized Representative

Name: _____
Keith E. Hansen

Title: _____
Country Director

Date: _____
26-Oct-2021

SCHEDULE 1

Project Description

The objectives of the Project are to support the Federal Republic of Somalia to acquire and deploy Project COVID-19 Vaccines and to strengthen national immunization capacity.

The Project constitutes a phase of the MPA Program, and consists of the following parts (each variously a “Part” or “Component”):

Component 1: Vaccine Deployment and Acquisition

1.1 Engaging UN Agencies to: (a) strengthen the transportation, supply chain and logistics capacity for in-country distribution of Project COVID-19 Vaccines, including implementing a climate sensitive vaccination planning, the procurement or repair/refurbishment of climate friendly cold-chain equipment and supplies for vaccine handling and administration (e.g. syringes, safety boxes, etc.); (b) recruit additional health and community workers, as well as support personnel for the carrying out of the vaccination campaign (including providing for security during the campaign to ensure the safety of vaccines providers and property); and (c) strengthen human resource capability and availability through training of health workers, community workers and other personnel required for the delivery, storage, handling, transportation, tracking and safety of Project COVID-19 Vaccines.

1.2 Engaging UN Agencies to mobilize communities to increase confidence on Project COVID-19 Vaccines and improve acceptability and expand uptake thereof, through *inter alia*, designing and rolling out a national risk-communication plan and activities to promote community participation in the COVID-19 vaccination campaign, including: (a) developing and refining communication materials and tailoring messages to different groups using, among others, social media and audio-visual solutions; (b) carrying out community outreach activities; (c), mobilizing local and religious leaders to raise awareness; (d) developing and piloting a vaccine-ambassador program; (e) establishing/supporting national and state hotlines for accurate Project COVID-19 Vaccines’ information; and (f) researching on obstacles and enablers to vaccine uptake by gender, geographic and socio-economic groups.

1.3 Acquiring Project COVID-19 Vaccines whether directly from manufacturers, and/or from excess stock from other countries; and/or through AVAT, or other multilateral aggregation mechanisms, provided they comply with Associations’ eligibility and fiduciary requirements.

1.4 Strengthening health care waste management systems through:(a) improving standards and protocols for the handling of wastes (including in flood-prone areas) and preventing/mitigating occupational health hazards; and (b) procuring waste management

and disposal supplies and equipment for the collection, transportation and disposal/incineration of medical wastes.

Component 2: Implementation Management

2.1 Engaging UN Agencies to provide support in the roll-out of the COVID-19 vaccination campaign by strengthening the institutional capacity at federal and state levels to: (a) enhance monitoring, evaluation, oversight and implementation of the COVID-19 vaccination program; (b) develop and implement vaccine safety regulations; (c) prepare procurement packages for Project COVID-19 Vaccines; (d) elaborate logistic plans for vaccine delivery, including contingency plans in case of climate emergencies; (e) track and monitor the impact of the COVID-19 vaccination program, including designing a vaccination reporting, adaptation, registration and monitoring system and strengthening the integrated disease surveillance and response system to detect adverse effects following immunization; and (f) recruitment of additional personnel to ensure delivery of essential health services.

2.2 Providing: (a) planning and implementation support at federal and state levels for onsite supervision missions, vaccine-related logistics; and (b) technical assistance to strengthen FMSs'/BRA's institutional capacity for planning, and programming Project activities and carrying out quality controls and monitoring compliance with social and environmental standards/obligations, including training of health and community workers and personnel responsible for Project COVID-19 Vaccine deployment.

2.3 (a) Engaging/hiring third party independent monitoring for the COVID-19 vaccination campaign (including vaccine acquisition and deployment); and (b) engaging/hiring a security risk management company/firm to conduct security risk assessments and prepare security management plans for the COVID-19 vaccination campaign.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Subsidiary Agreements.

1. To facilitate the carrying out of Project activities in the FMSs/BRA under Components 1.2, 1.4 and 2.2 of the Project, the Recipient shall enter into Subsidiary Agreements with each participating FMSs/BRA, under terms and conditions approved by the Association (collectively the “Subsidiary Agreements”).
2. The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

B. Institutional Arrangements.

1. The Recipient shall vest the overall responsibility for implementation of the Project in its Ministry of Health (“MoH”). To this end, the Recipient shall:
 - (a) maintain throughout the period of implementation of the Project, a national Project steering committee (the “PSC”) chaired by the MoH’s Director General and comprising the Director Generals of FMSs’ Ministries of Health and the Health Director of BRA, with terms of reference acceptable to the Association, as further elaborated in the POM; which committee shall: (i) meet periodically, as necessary, to provide policy guidance and technical oversight to the PCIU; (ii) take decision on high level critical implementation issues under the Project; and (iii) ensure inter-agency and inter-governmental coordination and cooperation;
 - (b) maintain throughout the period of implementation of the Project, the Project Coordination and Implementation Unit (“PCIU”), headed by a Project Coordinator, assisted by competent, experience and qualified staff, in sufficient numbers, and under terms of reference satisfactory to the Association as further detailed in the POM; which unit shall be granted such powers, financial resources, functions and competencies, agreed with the Association, as shall be required for it to carry out the day-to-day implementation of the Project, including: (i) carrying out the financial management, procurement and contract management; (ii) ensuring inter-institutional coordination with FMSs/BRA and Somaliland; (iii) liaising,

contracting with, and monitoring the performance of, UN Agencies; (iv) preparing and adopting the Project Operations Manual and other required Project documents; (v) preparing the Annual Work Plans & Budgets; (vi) ensuring/guaranteeing compliance with environmental and social requirements under the ESSs and ESCP; and (vii) carrying out monitoring and evaluation and reporting requirements;

- (c) maintain, throughout the period of implementation of the Project, the EAFS Unit, established within MoF's Office of Accountant General, with competent, experienced and qualified staff, in sufficient numbers and under terms of reference acceptable to the Association, and vested with such powers, financial resources, functions and competencies, acceptable to the Association and set forth in the COAP Manual, necessary to assist the PCIU with the day-to-day financial management and fiduciary responsibilities under the Project, including carrying out the internal audit controls, preparing the interim financial reports, preparing the Project's Financial Statement and coordinating their external audit; and
- (d) select and hire, by no later than six (6) months after the Effective Date, and thereafter maintain throughout the period of implementation of the Project, the services of a monitoring and supervision consulting firm with qualifications and experience and under terms of reference acceptable to the Association, in order to monitor, assess and report on: (i) the Project's compliance with the Vaccine Approval Criteria, the POM, particularly as set out in Section I.C.2 of this Schedule, international and local good practice on protection of Personal Data; the ESS and ESCP requirements (including the Security Risk Management Framework and the plans and ancillary protocols to be prepared in accordance therewith); (ii) the UN Agencies' performance under their respective Output Agreements; (iii) the effectiveness and impact of health workers training, and the public information/awareness campaigns/outreach activities; and (iv) the accessibility and responsiveness of the various grievance redress mechanisms.

C. Project Implementation Documents

1. The Recipient shall prepare and adopt a Project operations manual (each such manual variously the "Project Operations Manual" or "POM") in a manner and substance satisfactory to the Association, and thereafter implement the Project, and cause the FMSs/BRA and the UN Agencies to carry out their respective responsibilities under the Project, in accordance therewith; which manuals shall set forth, *inter alia*: (i) the detailed description of the Project activities and the implementation arrangements and modalities, including the setup and job descriptions/terms of reference and allocation of functions and responsibilities, reporting lines and accountabilities across governmental ministries and agencies,

or the various implementation units and Project consultants; (ii) all necessary inter-institutional coordination arrangements for the Project, including allocation decision-making powers the various implementation units; (iii) the procedures for the preparation and approval of the Annual Work Plans & Budgets; (iv) the Project procurement arrangements, including standard procurement documentation, contracts administration and management procedures; (v) disbursement arrangements and financial management and reporting requirements, including financial approval hierarchies, segregation of duties, flow of funds, management of bank accounts, payment processes, management and accounting of assets, and preparation of internal audits and annual Financial Statements (in the case of the Recipient, ancillary to those of the COAP Manual); (vi) measures to mitigate fraud and corruption as well as other fiduciary risks; (vii) environmental and social risks mitigation measures (ancillary to those of the ESCP) including measures to address risk of gender based violence, SEA, SH, as well as operation of grievance redress mechanism; (viii) the Project monitoring and evaluation, and reporting requirements; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. For purposes of implementation of Component 1, the Recipient shall ensure that the POM 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, including through the Recipient's National Deployment Vaccination Plan; (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, including through the Recipient's National Vaccine Coverage and Purchase Plan; (c) rules and procedures for processing and collection of Personal Data in accordance with good international practice; (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization; and (e) immunization protocols ensuring voluntary, consensual, free and non-discriminatory vaccination.
3. The Recipient shall cause the UN Agencies to implement all vaccination-related activities under the Project in accordance with the POM, including *inter alia* modalities set out in paragraph 2 immediately above.
4. The Recipient shall implement the Project in accordance COAP Manual, prepared and adopted by the EAFS Unit in a manner and substance satisfactory to the Association.
5. The Recipient shall refrain from materially and/or substantially amending, revising, waiving, voiding, suspending or abrogating, any provision of the respective POM, or (in the case of the Recipient) the COAP Manual, whether in whole or in part, without the prior written concurrence of the Association.

6. In the event of any inconsistency between a provision of the respective POM and/or COAP Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Standards for COVID-19 Vaccine Approval

All Project COVID-19 Vaccines to be purchased/procured under the Project shall satisfy the Vaccine Approval Criteria.

E. Output Agreements with UN Agencies

1. For purpose of carrying out Sub-Component 2.1 of the Project the Recipient shall enter into, by not later than forty five (45) days after the Effective Date, and thereafter maintain throughout the period of Project implementation, an output agreement with WHO, under terms and conditions approved by the Association (the “WHO Output Agreement”), whereby the Recipient shall: (a) hire the services of WHO to implement the above referred Sub-Component activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including: (i) providing technical support on the vaccination campaign, including supporting policy formulation, tracking and monitoring of vaccination coverage and support to training and recruitment; (ii) ensuring adequate co-operation with FMSs/BRA and Somaliland; (iii) transferring beneficiary data to MoH in accordance with appropriate protocols; and (iv) reporting regularly to MoH on the progress achieved in the implementation of Project activities and any challenges and/or obstacles thereto; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to WHO.
2. For purpose of carrying out Sub-Components 1.1, 1.2, 1.3 and 1.4 of the Project, the Recipient shall enter into, by not late than forty-five (45) days after the Effective Date, and thereafter maintain throughout the period of Project implementation, an output agreement with UNICEF, under terms and conditions approved by the Association (the “UNICEF Output Agreement”), whereby the Recipient shall: (a) hire the services of UNICEF to carry out the referred activities in accordance with the provisions of the Project Operations Manual, and the requirements of the ESS and ESCP, including: (i) technical and operational support to provide facilitated acquisition, quantification support and equitable access to Project COVID-19 Vaccines, as well as procurement and installation of cold chain equipment, supporting the Recipient’s communication strategy and providing training for Project COVID-19 rollout; (ii) ensuring adequate co-operation with FMSs/BRA and Somaliland; (iii) transferring beneficiary data to MoH in accordance with appropriate protocols; and (iv) reporting regularly to MoH on the progress achieved in the implementation of Project activities and any challenges and/or obstacles thereto; and (b) agree the direct payment/advance of the proceeds of the Financing from the Association to UNICEF.

3. In furtherance to the provisions of paragraphs 1 and 2 (above) of this Section I.E., the Recipient shall ensure that the WHO Output Agreement and the UNICEF Output Agreement require that WHO and UNICEF (collectively the “UN Agencies”):
 - (a) maintain in a separate account in their respective records (“Financing Control Account”) a complete, true and faithful record of all the advances received from, and transaction done with, the proceeds of the Financing and of all the expenditures paid from such advance;
 - (b) retain all records (contracts, orders, invoices, bills, receipts, wiring instructions and other documents) evidencing the expenditures under the Project until at least the later of: (i) one (1) year after the Association has received the interim unaudited financial reports covering the period during which the last withdrawal from the Financing Control Account was made; and (ii) two (2) years after the Closing Date.
 - (c) prepare, on a quarterly basis, interim unaudited financial reports, as per the format to be agreed with the Association to adequately reflect the operations, resources and expenditures related to the Project, the first said interim unaudited financial reports shall be furnished to the Association no later than thirty (30) days after the end of the first quarter after the date of the respective output agreement;
 - (d) at the request of the Recipient, carry out an audit of Project activities with terms of reference acceptable to the Recipient and/or the Association; and
 - (e) do not transfer or channel any of the proceeds of the Grant to public officials or employees employed by any government entities of the Recipient or the FMSs/BRA or Somaliland, nor procure any items from them or their immediate family members.
4. The Recipient shall exercise its rights under the WHO Output Agreement and the UNICEF Output Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the agreements or any provision contain therein (whether in whole or in part).
5. In the event of any conflict between the provisions of the WHO Output Agreement and/or UNICEF Output Agreement, on the one side, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.

F. Annual Work Plans & Budget

1. The Recipient shall, by no later than October 31 of each year throughout the period of Project implementation, prepare and furnish to the Association an annual work plan and budget containing all activities proposed to be carried out under the Project during the following Fiscal Year, as well as the proposed financing plan for the expenditures required thereunder, indicating the envisioned amounts and source of financing (variously the “Annual Work Plan and Budget” or “AWP&B”), all in accordance with the POM, each said Annual Work Plan and Budget of such scope and detail as the Association shall reasonably request.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with each of them with respect to each such AWP&B, and, thereafter, ensure that the activities under the Project are implemented with due diligence during said following Fiscal Year in accordance with the AWP&B as shall have been approved by the PSC, subject to the prior no-objection of the Association.
3. The Recipient shall not make or allow to be made any change(s) to the approved AWP&B without the Association’s prior written concurrence.

G. Environmental and Social Standards.

1. The Recipient shall, and shall cause the FMSs/BRA, and the UN Agencies to, 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, and shall cause the FMSs/BRA, and the UN Agencies to, 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, and shall cause the FMSs/BRA, and the UN Agencies to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as

specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. 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, and shall cause the FMSs/BRA, and the UN Agencies to, 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, and shall cause the FMSs/BRA, and the UN Agencies to, establish within two (2) months after the Effective Date, 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, and shall cause the FMSs/BRA, and the UN Agencies to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to:
 - (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and
 - (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

H. Use of Military and/or Security Actors

1. All activities carried out by security consultants/consulting firms and/or the Recipient's or the FMSs'/BRA's security or armed forces under the Project shall be under the control of the Ministry of Health and/or the UN Agencies, as the case may be, and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, incremental operating costs, and training financed by the Financing proceeds may be used by the security or armed forces, or paid to the security consultants/consulting firms under the direction and control of either the MoH or the UN Agencies, and strictly in accordance with the Project Operations Manual and/or other arrangements or protocols that the Association may require for carrying out these activities.
2. Except as the Association may otherwise agree, the Recipient and the FMSs/BRA shall ensure that the ownership of any assets generated, goods procured, and works constructed by the Recipient's and the FMSs/BRA's security or armed forces out of the Financing proceeds shall be transferred to, or shall vest with, the MoH or any other appropriate line ministry or agency agreed with the Association.
3. The Recipient (through the MoH), the FMSs/BRA and Somaliland (through their equivalent line ministries) and the UN Agencies, shall take the following measures related to the use of security or military personnel (including security consultants/consulting firms) when providing security to Project workers, sites and/or assets, in a manner satisfactory to the Association:
 - (a) Adopt and enforce standards, protocols and codes of conduct for the selection and use of security or military personnel, and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse ("SEA"), sexual harassment ("SH") or excessive use of force;
 - (b) In the event that the Recipient/Somaliland uses its/their own security or military personnel, ensure that MoH (or Somaliland's equivalent) enters into memorandum of understanding ("MoU"), with the line ministry or agency responsible for such forces and setting out the arrangements for the engagement of the military or security personnel under the Project, including compliance with the relevant requirements of the ESCP, the Security Risks Management Framework and the plans prepared thereunder;
 - (c) ensure that the military, security or armed personnel is deployed in accordance with the applicable national law, and the relevant requirements of ESSs, the ESCP, the Security Risks Management Framework and the plans prepared thereunder;

- (d) ensure that the military, security or armed personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and SH, and other relevant areas), as set out in the Project Operations Manual, ESMF, Security Risk Management Framework and the plans prepared thereunder;
- (e) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of military, security or armed personnel under the Project;
- (f) ensure that any concerns or grievances regarding the conduct of such military, security or armed personnel are received, monitored, documented (taking into account the need to protect confidentiality), resolved through the Project's grievance mechanism; and reported to the Association no later than five (5) days after being received; and
- (g) when the Association shall so require, after consultation with the Recipient and/or Somaliland: (i) promptly appoint a TPM Consultant, with terms of reference, qualifications and experience satisfactory to the Association, to visit and monitor the Project areas where military, security or armed personnel are deployed, collect relevant data and communicate with Project stakeholders and beneficiaries; (ii) require the TPM Consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Association; and (iii) promptly take any actions, as may be requested by the Association upon its review of the TPM Consultant's reports.

Section II. Project Monitoring, Reporting and Evaluation

1. 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.
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 to this Agreement, the Recipient shall, and shall cause the UN Agencies to, 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 Expenditure, 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, Salaries, Incremental Operating Costs and Workshops and Trainings for the Project activities implemented by and/or financed through the UN Agencies	26,700,000	100%
(2) Goods, works, non-consulting services, consulting services, Salaries, Incremental Operating Costs and Workshops and Trainings under the Project (other than those implemented by and/or financed through the UN Agencies)	4,900,000	100%
TOTAL AMOUNT	31,600,000	

B. Withdrawal Conditions; Withdrawal Period

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

C. Ineligibility of Expenditures Used for Law-Enforcement, Military or Paramilitary Purposes

1. All amounts withdrawn from the Financing Account shall be used by the Recipient exclusively for the financing of activities agreed with the Association.
 2. The Recipient further undertakes that no Financing proceeds or Project resources may be used for law-enforcement, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Association's express approval.
 3. If the Association determines, at any time, that an amount of the Financing was used to make a payment for either: (i) ineligible expenditures; or (ii) eventually used for military or paramilitary purposes (other than the consented by the Association under this Financing Agreement), the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such expenditures financed out of the proceeds of the Financing provided by the Association. All amounts so refunded to the Association pursuant to the abovementioned request will be subsequently cancelled.
- D. Eligibility of Expenditures incurred by FMSs/BRA Prior to Entering into their respective Subsidiary Agreements**
1. Notwithstanding the provisions of Section 2.05 of the General Conditions and Section III.A and B (above) in this Schedule, the Recipient shall ensure, and cause the UN Agencies to ensure, that no funds shall be transferred/advanced out of the Financing to any FMSs/BRA for the payment of any Salaries or other eligible expenditures under the Project, until and unless the respective FMSs/BRA has duly executed the respective Subsidiary Agreement pursuant to Section I.A.1 of this Schedule 2.
 2. Any funds so transferred, advanced and/or paid in infringement of this proviso shall be deemed ineligible for financing under the Financing.

APPENDIX

Definitions

1. “Annual Work Plans & Budget” or the term “AWP&B” means each annual work plans, together with their envisioned budgets, to be prepared by the Recipient for each Fiscal Year of Project implementation, pursuant to the provisions of Section I.F.1 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. “AU” means the African Union.
4. “AVAT” meant the African vaccine acquisition trust established by the African Union chairperson, as part of the AU’s vaccine strategy, and endorsed by the AU Bureau of Heads of State and Government on August 20, 2020.
5. “Benadir Regional Administration” and the term “BRA” mean the regional authority established and operating as a regional member state administration referred to in Article 48 of the Recipient’s Constitution.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “COAP Manual” means the comprehensive operation and accounting procedures manual dated December 1, 2018, adopted by the EAFS Unit, Office of the Accountant General, as amended from time to time with the prior written concurrence of the Association.
8. “Component” means each set of Project activities clustered under the titles: “Component 1: Vaccine Deployment and Acquisition” and “Component 2: Implementation Management” in the Project description in Schedule 1 to this Agreement.
9. “COVAX Facility” means the global risk-sharing mechanism for pooled procurement and equitable distribution of COVID-19 vaccines lead by Gavi.
10. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
11. “EAFS Unit” means the Recipient’s external assistance fiduciary section unit established within MoF’s Office of the Accountant General, to carry out the overall

financial management in respect of the external developmental assistance including proceeds received from the Association.

12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 7, 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.
13. “Environmental and Social Management Framework” or “ESMF” means the environmental and social framework to be prepared and adopted by the Recipients in a manner and substance satisfactory to the Association pursuant to the ESCP, and to be disclosed in-country, and at the Association’s website, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities in accordance with the ESSs, including the risks of gender-based violence SEA and SH, and occupational, health and safety (OHS) hazards, as well as the measures to be taken to offset, reduce or mitigate such adverse impacts, and the protocols and procedures for preparing site-/activity-specific environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written concurrence of the Association.
14. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
15. “Environmental, Health & Safety Guidelines” means the safety guidelines for the Project, to be prepared and adopted by the Recipient in a manner and substance

satisfactory to the Association, pursuant to the ESCP, and to be disclosed in-country, and at the Association's website, as such guidelines might be amended by the Recipient from time to time with the prior written concurrence of the Association.

16. "Financing Control Account" means each of the accounts to be opened by WHO and UNICEF in their financial management records pursuant to their respective WHO Output Agreement and UNICEF Output Agreement and the provisions of Section I.E.,3(a) and (b) of Schedule 2 to this Agreement.
17. "Fiscal Year" means the Recipient's fiscal year commencing on January 1 of each calendar year and finishing on December 31 of the same calendar year
18. "FMS" means any of the federal member states constituting the Somali federation, as acknowledged in the Recipient's Provisional Constitution (2012). The term "FMSs" means, collectively all such states.
19. "Gavi" means The Gavi Alliance, the global alliance for vaccine immunization, established and operating as a Swiss Foundation with international institution status in Helvetic Confederation, and public charity status in the United States.
20. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
21. "Identifiable Individual" means and individual 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 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.
22. "Incremental Operating Costs" means the reasonable incremental expenses incurred on account of Project implementation, including office equipment and supplies, vehicle operation and maintenance, maintenance small office works and maintenance, of equipment, communication, advertisement and insurance costs, office administration costs, bank charges, translation costs, utilities, rental, consumables, salaries, accommodation, travel and *per diem* of Project staff, excluding the salaries of the Recipient's, the FMSs'/BRA's and Somaliland's civil service.
23. "Infection Prevention and Control – Waste Management Plan" or "IPC-WMP" means the health and medical waste management procedures to be prepared and adopted by the Recipient, in a manner and substance satisfactory to the

Association, pursuant to the ESCP, and to be disclosed on the Association's website, setting out the protocols for the management of medical wastes and hazardous materials in a safe manner (including advocacy measures for good practices occupational, health and safety measures with emergency preparedness and response procedures) to be used by health, sanitary and cleaning workers associated with the Project in order to prevent the spread of infection and reduce the exposure of health workers, patients and the public to the risks from medical wastes and associated pathogens; as said instrument may be updated from time to time with the prior written concurrence of the Association

24. "Labor Management Procedures" means the labor management procedures to be prepared and adopted by the Recipient in a manner and substance satisfactory to the Association, pursuant to the ESCP, and to be disclosed on the Association's website, setting out the Project's approach and requirements to labor in meeting national requirements as well as the objectives of ESS #2 (on labor and working conditions and ESS #4 (on community health and safety), including procedures on incident investigation and reporting, recording and reporting of non-compliance, emergency preparedness and response procedures, protection of project workers from discrimination, forced labor and child labor, occupational health and safety (OHS), codes of conducts and continuous training and awareness for workers, as said instrument may be updated from time to time with the prior written concurrence of the Association.
25. "Ministry of Finance" or the term "MoF" means the Recipient's ministry responsible for the country's finances, or any successor thereto acceptable to the Association.
26. "Ministry of Health" and the terms "MoH" mean the Recipient's ministry responsible for the provision of health services at federal level in the country, or any successor thereto acceptable to the Association.
27. "MoU" means the memorandum of understanding to be entered, if applicable, between the MoH (and Somaliland's equivalent) and the line ministry/ies or agency/ies responsible for the respective security/armed forces, pursuant to Section I.H.3(b) of Schedule 2 to this Agreement.
28. "MPA Program" means the "COVID-19 Strategic Preparedness and Response Program (Global COVID-19 MPA)" multiphase programmatic approach program approved by the Association and designed to assist countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
29. "National Deployment Vaccination Plan" means the plan adopted by the Recipient in February 2021, for purposes of COVID-19 Vaccine deployment, as further reflected in the POM.

30. “National Vaccine Coverage and Purchase Plan” means plan adopted by the Recipient in May 2021, for purposes of COVID-19 Vaccine acquisition, as further reflected in the POM.
31. “Personal Data” means any information relating to an identified individual or an Identifiable Individual.
32. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
33. “Project Coordination and Implementation Unit” and the term “PCIU” mean the coordination and implementation unit established by the Recipient pursuant to Section I.B.1(b) of Schedule 2 to the Financing Agreement, entered into by the Recipient and the Association, for the financing of the “Improving Health Care Services in Somalia ‘Damal Caafimaad’ Project” (IDA Grant D862-SO).
34. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and purchased or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.
35. “Project Operations Manual” and the term “POM” mean the operations manual for Project implementation, to be prepared and adopted by the Recipient pursuant to Section I.C. of Schedule 2 to this Agreement.
36. “PSC” means the Project steering committee to be established by the Recipient pursuant to Section I.B.1(a) of Schedule 2 to the Financing Agreement
37. “Salaries” means the reasonable costs of salaries (to be) paid by the Recipient on account of additional health works recruited/hired pursuant to Sub-Components 1.1 or 2.1. of the Project and/or seconded to the Project for the carrying out of the COVID-19 vaccination campaign.
38. “SEA” means sexual exploitation and abuse.
39. “SEAH Prevention and Response Plan” means the prevention and response plan to be prepared and adopted by the Recipient, in a manner and substance satisfactory to the Association, pursuant to the ESCP, and to be disclosed on the Association’s website, setting out the precautionary measures to be set in place to mitigate and/or address any project-related incident of SEA, SH and other forms of gender-based violence, as well as considerations related to child protection, as said instrument may be updated from time to time with the prior written concurrence of the Association.

40. “Security Risk Management Framework” means the security risk management framework for the Project to be prepared and adopted by the Recipient in a manner and substance satisfactory to the Association pursuant to the requirements of the ESCP, and in compliance with the ESS #4, setting out the security guidelines, protocols and principles for assessing security risk and the adequacy of response measures, and prepare site/activity-specific security management plans to safeguard the lives and properties of individuals and communities involved in, affected by or benefiting from, the Project, as the same may be amended from time to time, always with the prior written concurrence of the Association.
41. “SH” means sexual harassment.
42. “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.
43. “Somaliland” means the state of Somaliland.
44. “Stakeholder Engagement Plan” means the stakeholder engagement plan dated August 12, 2021, prepared and adopted by the Recipient, in a manner and substance satisfactory to the Association, and disclosed on the Association’s website, as the same shall be further updated after stakeholders consultations as set forth in the ESCP, which plan sets out the mechanisms for identifying stakeholders, gauging their interests and providing them and their communities with systematic means and processes for inclusive and meaningful engagement to influence Project design and implementation, including a grievance redress mechanism, as said instrument may be updated from time to time with the prior written concurrence of the Association..
45. “Stringent Regulatory Authority” means a national regulatory authority that has been classified by WHO as a stringent regulatory authority.
46. “Sub-Component” means each of the clustered Project activities grouped under a numbered sub-paragraph in the description of each Component.
47. “Subsidiary Agreements” means the agreements entered into between the Recipient and each FMSs/BRA for purposes of implementing Components 1.2, 1.4 and 2.2. of the Project, with terms and conditions acceptable to the Association, pursuant to Section I.A.1 of Schedule 2 to this Agreement.
48. “TPM Consultant” means the consultant referred to in Section I.H.3(g) of Schedule 2 to this Agreement, responsible for monitoring the Project activities undertaken by military, security and/or armed forces, in order to supervise and report on: (a) the civilian-military/armed forces engagement and interplay; (b) the incidents of gender-based violence, SEA or SH arising in relation these forces; and (c) these

forces' compliance with applicable laws, regulations, plans and protocols in accordance with the relevant terms of reference approved by the Association.

49. "UN Agencies" means collectively UNICEF and WHO.
50. "UNICEF Output Agreement" means the agreement to be entered into between the Recipient and UNICEF for purposes of carrying out Sub-Components 1.1, 1.2, 1.3 and 1.4 of the Project, pursuant to Section I.E.,2 of Schedule 2 to this Agreement
51. "UNICEF" means the United Nations Children's Emergency Fund, a specialized agency of the United Nations responsible for providing humanitarian and developmental aid.
52. "Vaccine Approval Criteria" means the requirement that Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one (1) of the Stringent Regulatory Authority identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; or (b) has received WHO Prequalification (PQ) or WHO Emergency Use Listing (EUL); or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
53. "WHO Emergency Use Listing (EUL)" means WHO's procedures to assesses the suitability of novel health products during public health emergencies, while adhering to stringent criteria of safety, efficacy, and quality. In the context of this Project, it refers to WHO's assessment (through independent experts and its own teams) weighting the benefits that would accrue from the use of COVID-19 vaccines that have undergone phase-III trials against the threat posed by the COVID-19 as well as any other potential risks associated with the use of such vaccines.
54. "WHO Fair Allocation Framework" means WHO's allocation framework as elaborated in its working paper on "Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility" dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) people who have underlying conditions that put them at a higher risk of death.
55. "WHO Output Agreement" means the agreement to be entered into between the Recipient and WHO for purposes of carrying out Sub-Component 2.1 of the Project, pursuant to Section I.E.,1 of Schedule 2 to this Agreement.
56. "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.

57. “WHO” means the World Health Organization., a specialized agency of the United Nations.
58. “Workshops and Trainings” means the reasonable costs of training, workshops and conferences conducted in the territory of the Recipient, or, subject to prior approval by the Association, attended overseas by the Recipient’s, Somaliland’s and/or the FMSs’/BRA’s officers, officials or staff, in connection with the Project, including the purchase and publication of materials, rental of facilities, course fees and travel and subsistence of trainees.