

21-Jul-2020

Hon. Aiyaz Sayed-Khaiyum
Minister for Economy
Ministry of Economy
Ro Lalabalavu House
370 Victoria Parade
Suva, Fiji

***Fiji: PEF Grant No. TF0B3100
Fiji COVID-19 Emergency Response Project
Letter Agreement***

Dear Minister:

In response to the request for financial assistance made on behalf of Republic of Fiji (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“Bank”), acting a responding agency of the Pandemic Emergency Financing Facility, proposes to extend to the Recipient a grant in an amount not to exceed nine hundred and fifty-two thousand three hundred and eighty United States Dollars (USD 952,380) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank may receive contributions from the Pandemic Emergency Financing Facility from time to time. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Pandemic Emergency Financing Facility under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Grant will co-finance the Project with the Financing Agreement between the Recipient and the International Development Association (Credit Number 6733-FJ) dated on or about the date of this Agreement.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION,
acting as a responding agency of the Pandemic Emergency Financing Facility

Michel Kerf

Michel Kerf
Country Director
Papua New Guinea & Pacific Islands
East Asia and Pacific Region

**AGREED:
REPUBLIC OF FIJI**

By 
Authorized Representative

Name Aiyaz Sayed-Khaiyum

Title Attorney-General and Minister for Economy

Date 20-Jul-2020

Enclosures:

- (1) “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
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017

PEF Grant No. TF0B3100
ANNEX

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, in the Appendix to the IDA Financing Agreement, or in this Agreement:

- (a) “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.
- (b) “IDA Financing Agreement” means the financing agreement for the Fiji COVID-19 Emergency Response Project between the Recipient and IDA, dated on or about the date of this Agreement, and as such financing agreement may be amended from time to time (Credit Number 6733-FJ).
- (c) “IDA Project” means the project described in Schedule 1 to the IDA Financing Agreement.
- (d) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
- (e) “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.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in the Republic of Fiji. The Project consists of Part 1 of the IDA Project, as reproduced below:

Part 1: Emergency COVID-19 Response

- 1.1 *Enhance case detection, confirmation and contact tracing.* Strengthening capacity for early detection, case confirmation and contact tracing for COVID-19 by equipping laboratories with relevant supplies and consumables.
- 1.2 *Enhancing service delivery.* Enhancing clinical care capacity to manage COVID-19 cases and infection prevention and control capacity, including: (a) providing personal protection equipment and essential medical equipment for case treatment; and (b) mobilizing MHMS

Staff to respond to a surge in demand for health care services and associated COVID-19 response work.

1.3 *Communication Preparedness.* Strengthening COVID-19 community awareness and communication including: (a) carrying out information and communication outreach activities; (b) enhancing connectivity for health facilities in Selected Areas; and (c) supporting access to health sector software, as needed.

2.02. *Project Execution Generally.* The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Health and Medical Services in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. *Institutional and Other Arrangements.* The Recipient shall carry out the Project in accordance with the arrangements set out in Section I of Schedule 2 to the IDA Financing Agreement, as if such provisions had been set out in full in this Agreement, provided that for the purposes of this Agreement: (a) the references to the "Association" shall be construed as references to the Bank; and (b) the references to "Financing" shall be construed as references to the Grant.

2.04. *Project Monitoring, Reporting and Evaluation.* The Recipient shall ensure that each Project Report is furnished to the Bank not later than sixty (60) days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the 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.

Article III Withdrawal of Grant Proceeds

3.01. *Eligible Expenditures.* The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the Bank may specify by notice to the Recipient, to finance 100% of Eligible Expenditures consisting of goods, works, non-consulting services, consulting services, Operating Costs, and Training and Workshops inclusive of Taxes.

3.02 *Withdrawal Conditions.* Notwithstanding the provisions of Section 3.01 of the Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed three hundred and eighty thousand nine hundred and fifty-two United States Dollars (USD380,952), may be made for payments made prior to this date but on or after March 31, 2020, for Eligible Expenditures.

3.03. *Withdrawal Period.* The Closing Date is January 31, 2021.

Article IV Effectiveness; Termination

4.01 This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the financing agreement dated on or about the date of this Agreement, between the Recipient and the International Development Association, providing a credit in support

of the Project (“IDA Financing Agreement”), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

4.02 By signing this Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, this Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Agreement is legally binding upon the Recipient in accordance with its terms.

4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. **Termination for Failure to Become Effective.** This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V

Recipient’s Representative; Addresses

5.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister at the time responsible for finance.

5.02. **Recipient’s Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s Address is:

Ministry of Economy
Ro Lalabalavu House
370 Victoria Parade
Suva, Fiji; and

(b) the Recipient’s Electronic Address is:

Facsimile:
679-330-0834

E-mail:
makereta.konrote@economy.gov.fj

5.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Facsimile:

E-mail:

1-202-477-6391

cdpngpacific@worldbank.org