CREDIT NUMBER 6590-PK

Amended and Restated Financing Agreement

(Pandemic Response Effectiveness in Pakistan)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6590-PK

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date, as amended, and restated on the later of the two dates on which the Recipient and the Association signed this Amended and Restated Financing Agreement, between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") The Recipient and the Association hereby agree as follows:

WHEREAS: (A) under the agreement dated as of the Signature Date, between the Recipient and the Association ("Original Financing Agreement"), the Association agreed to provide the Recipient with a credit in an amount specified in Section 2.01 below to assist in the financing of the project described in Schedule 1 to the Financing Agreement ("Original Project"); and

(B) the Recipient has requested the Association to make specific amendments to the Original Financing Agreement.

NOW THEREFORE, the Recipient and the Association hereby agree to amend and restate the Original Financing Agreement, with effect as of the date of the countersignature of this Amended and Restated Financing Agreement, 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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to one hundred forty five million seven hundred thousand Special Drawing Rights (SDR 145,700,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are January 1 and July 1 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall carry out: (a) Part 1 of the Project through the MoNHSRC and Project Implementing Entities; (b) Part 2(a) through BISP; and (c) Part 2(b) through MoFEPT, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Ministry of Economic Affairs.

- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Economic Affairs Block C, Pakistan Secretariat Islamabad Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile:E-mail:+92-51-910-4016secretary@ead.gov.pk

- 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:

Facsimile:

+1-202-477-6391 CMUPakistan@worldbank.org

E-mail:

AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF PAKISTAN

By

n.L_

Authorized Representative Noor Ahmed

Name: ____

Secretary
Title:

20-May-2021 Date: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Nazy Benliassine

Authorized Representative

Name: <u>Najy Benhassine</u>

Title: Country Director, Pakistan

Date: <u>18-May-2021</u>

SCHEDULE 1

Project Description

The objective of the Project is to prepare and respond to the COVID-19 pandemic in Pakistan and strengthen national systems for public health preparedness.

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

Part 1. Emergency COVID-19 Preparedness and Response

- (a) *Prevention.* Support for the implementation of the COVID-19 National Action Plan (covering federal and provincial levels).
- (b) Support for the Project COVID-19 vaccination, including, *inter alia*, purchase, delivery and distribution of the Project COVID-19 Vaccines, cold chain facilities, other goods, services and operating costs necessary for safe immunization service delivery.

Part 2. Mitigation of Disruptive Impacts

- (a) *Emergency social safety net*. Provision of emergency cash transfers to the poorest households and communications and information related to the provision of emergency cash transfers.
- (b) *Mitigation of impacts in education.* Carrying out of comprehensive communication campaign for schools and parents to engage in distance-learning activities and development and implementation of plans to ensure the continuity of learning, including remote learning options, at all levels of education.
- Part 3. Implementation Management and Monitoring and Evaluation (*Pro-memoria*)

Part 4. Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

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

A. Institutional Arrangements.

- 1. The Recipient shall maintain, at all times during the implementation of the Project, with a mandate, composition, and resources satisfactory to the Bank, the Emergency Coordination Committee, to: (a) be chaired by the Special Assistant to Prime Minister; (b) consist of representatives from MoNHSRC, MoFEPT, BISP, Project Implementing Entities, and other relevant stakeholders; and (c) be responsible for overseeing the Project implementation and ensure coordination with all stakeholders.
- 2. The Recipient shall:
 - (a) cause:
 - (i) MoNHSRC and Project Implementing Entities to jointly be responsible for the implementation of Part 1 of the Project;
 - (ii) BISP to be responsible for the implementation of Part 2(a) of the Project; and
 - (iii) MoFEPT to be responsible for the implementation of Part 2(b) of the Project; and
 - (b) take, or cause to be taken, all actions, including the provision of funding, personnel, and other resources, to enable the Project Implementing Entities, BISP, MoNHSRC, and MoFEPT to perform their respective functions under the Project, including:
 - maintaining, at all times during the implementation of the Project, the EPI Cells, as needed, with adequate number of staff and/or consultants, each with terms of reference, qualifications, and experience satisfactory to the Association, to be responsible for the implementation of Part 1 of the Project;

- (ii) maintaining, at all times during the implementation of the Project, the institutional arrangements for NSPO, acceptable to the Association, for the implementation of Part 2(a) of the Project; and
- (iii) establishing, in MoFEPT, by not later than May 31, 2021, and thereafter maintain at all times during the implementation of the Project, a Project Coordination Unit, with adequate number of staff and/or consultants, each with terms of reference, qualifications, and experience satisfactory to the Association, to be responsible for the implementation of Part 2(b) of the Project; and
- (c) appoint an independent verification agent to be responsible for verification of the DLI Target in accordance with the Verification Protocol.

B. Implementation Arrangements

1. On-lending Arrangements.

- (a) To facilitate the carrying out of Part 1 of the Project, the Recipient shall make a reasonable portion of the proceeds of the Financing available to Project Implementing Entities under the same terms and conditions as shall have been received from the Association and in accordance with the provision of this Agreement and the Recipient's on-lending policies and budgetary procedures.
- (b) Notwithstanding paragraph (a) above, in the event that any of the provisions of this Agreement, including such additional instructions as the Association shall have specified in the Disbursement and Financial Information Letter, and/or under Section 2.01(b) of the General Conditions, were inconsistent with the on-lending policies and budgetary procedures of the Recipient, the provisions of this Agreement and related instructions shall govern.
- (c) The Recipient shall exercise its rights under on-lending arrangements referred to in paragraph (a) of this Section above in such manner as to protect the interest of the Recipient and the Association and to accomplish the purposes of the Financing.
- 2. Without limitation on its other reporting obligations under this Agreement, the Recipient shall, by not later than December 31, 2021, furnish a report to the

Association on the status of achievement of the DLI Target, in accordance with the Verification Protocol.

3. The Recipient shall ensure that the collection, use, and processing (including transfers to third parties) of any personal data collected under this Project will be done in accordance with best international practice ensuring legitimate, appropriate, and proportionate treatment of such data.

C. Environmental and Social Standards.

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, 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 ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the

Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities 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.
- 7. Should there be any use of Security Personnel in the implementation of Project activities, the Recipient, through the MoNHRSC, shall take the following measures related to the use of Security Personnel in the implementation of Project activities, including for provision of security to Project workers, sites and/or assets, in a manner satisfactory to the Association:
 - (a) ensure standards, protocols and codes of conduct are followed for the selection and use of Security Personnel, and ensure that such Security Personnel have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force;

- (b) ensure that such Security 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 ESMF;
- (c) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of Security Personnel under the Project; and
- (d) ensure that any concerns or grievances regarding the conduct of such Security 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 thirty (30) days after being received.

D. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
 - a manual ("CERC Manual") is prepared and adopted in form and (a) substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the

event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and

- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.
- 3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

E. Procurement

Without limitation upon Section 5.13 of Article V of the General Conditions, all contracts procured by the Recipient in accordance with Section V, paragraphs 5.1 and 5.2, Advance Contractive and Retroactive Financing, of the Procurement Regulations, shall be eligible for financing from the proceeds of the Financing only if the related contractors, suppliers, and consultants have expressly agreed to comply with the Anti-Corruption Guidelines, as required under Section I.C below.

F. Anti-Corruption

Without limitation upon Section 5.14 of Article V of the General Conditions, the Recipient shall ensure that all contractors, suppliers and consultants financed from the proceeds of the Financing have expressly agreed to comply with the provisions of the Anti-Corruption Guidelines, including the Association's right to inspect all accounts, records, and other documents relating to the Project that are required to be maintained pursuant to this Agreement, and to have them audited by, or on behalf of, the Association.

G. Vaccine Delivery and Distribution Plan

- 1. Without limitation on Section I.A above, in order to ensure adequate implementation of Part 1(b) of the Project, the Recipient shall, within one (1) month after the Effective Date or such later date as the Association may agree, but in any event prior to the commencement of any delivery and distribution of Project COVID-19 Vaccines within the Recipient's territory, prepare and adopt, a plan for the Project COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Plan"), in form and substance satisfactory to the Association, which shall include:
 - (a) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (c) rules and procedures for processing and collection of Personal Data in accordance with best international practice; and
 - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- 2. The Recipient shall carry out the Project in accordance with this Agreement and the Vaccine Delivery and Distribution Plan. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Plan without prior approval of the Association. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Plan and this Agreement, the provisions of this Agreement shall prevail.

H. Use of Security Personnel

1. Should there be any activities carried out by any Security Personnel under the Project shall be under the control of MoNHSRC and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, incremental operating costs, and training financed out of the Financing proceeds may be used by the Security Personnel under the coordination of the MoNHSRC

and strictly in accordance with the ESMF and other arrangements or protocols that the Association may require for carrying out these activities.

2. Except as the Association may otherwise agree, the Recipient shall ensure that the ownership of any assets generated, goods procured, and works constructed by any Security Personnel out of the Financing proceeds shall be transferred to, or shall vest, with the MoNHSRC or any equivalent or appropriate line ministry or agency agreed with the Association.

I. Standards for COVID-19 Vaccine Approval

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

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 to this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. <u>Withdrawal of the Proceeds of the Financing</u>

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services,Training and Incremental Operating Costs under Parts 1(a), 2(b), and 3 of the Project	16,027,000	100%
(2) Food Expenditure under Part 2(a)(ii) of the Project	0	100%
(3) Eligible Expenditure Programs under Part 2(a) of the Project	18,212,500	100%
(4) Emergency Expenditures	0	100%
(5) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 1(b) of the Project (for Vaccines)	111,460,500	
TOTAL AMOUNT	145,700,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed SDR 29,140,000 may be made for payments made prior to this date but on or after March 1, 2020, for Eligible Expenditures under Category (1) (*pro memoria*);
 - (b) for payments made prior to the signature date of this Amended and Restated Financing Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 22,292,100 may be made for payments made prior to this date but on or after January 1, 2021, for Eligible Expenditures under Category (5);

- (c) for Food Expenditure under Category (2), unless and until the Recipient has furnished evidence satisfactory to the Association that the standard protocol for emergency food distribution under Part 2(a)(ii) of the Project, satisfactory to the Association, has been adopted;
- (c) for Eligible Expenditure Programs under Category (3), unless and until the Recipient has:
 - (i) furnished evidence satisfactory to the Association in accordance with the Verification Protocol that the Recipient has achieved the respective DLI Target set forth in Schedule 4 to this Agreement against which withdrawal is requested; and
 - (ii) complied with the additional instructions referred to in Section III.A of this Schedule, including furnishing to the Association the applicable interim unaudited financial reports documenting the incurrence of Eligible Expenditure Programs during the respective fiscal year up to the date against which a withdrawal is requested; or
- (d) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. Notwithstanding the provisions of Parts A and B.1(b) of this Section, the amount of the Financing to be withdrawn upon the verified achievement of any DLI Target shall correspond to the allocation of such DLI Target as set forth in Schedule 4 to this Agreement.
- 3. Notwithstanding the provisions of paragraph1(c) of this Section, if the Association shall determine, based on the evidence furnished by the Recipient under paragraph 1(c) of this Section, that:

- (a) the DLI Target has been partially achieved, the Association may in its sole discretion authorize the withdrawal of a portion of the amount of the Financing then allocated to said DLI Target, calculated on a pro rata basis in respect of the level of partial achievement of said DLI Target;
- (b) the DLI Target has not been fully achieved by June 30, 2021, the Association may, in its sole discretion, by notice to the Association:
 - (i) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to such DLI Target which, in the opinion of the Association, corresponds to the extent of achievement of said DLI Target;
 - (ii) withhold, in whole or in part, the amount of the Financing allocated to such DLI Target;
 - (iii) disburse, in whole or in part, the withheld amount of the Financing allocated to such DLI Target at any later time prior to the Closing Date if and when the Association shall be satisfied that the DLI Target for any subsequent fiscal year (if applicable) under the same DLI has been fully achieved;
 - (iv) reallocate, in whole or in part, any withheld amount of the Financing allocated to such DLI Target; and/or
 - (v) cancel, in whole or in part, any withheld amount of the Financing to such DLI Target.
- 4. The Closing Date is June 30, 2023.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each January 1 and July 1:	
commencing July 1, 2025 to and including January 1, 2045	1.65%
commencing July 1, 2045 to and including January 1, 2050	3.40%

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

SCHEDULE 4

Disbursement Linked Indicator

DLI			
Number of Beneficiaries receiving emergency cash transfers			
DLI Targets	Allocation		
At least 4,000,000 Beneficiaries have received emergency cash transfers under Part 2(a) of the Project	SDR 18,212,500		

APPENDIX

Definitions

- 1. "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.
- 2. "Beneficiary" means a beneficiary of the emergency cash transfer referred to in Part 2(a) of the Project, which are registered as beneficiaries of BISP existing cash transfer program; and "Beneficiaries" means, collectively, all such Beneficiaries.
- 3. "BISP" or "Benazir Income Support Programme" means the Recipient's autonomous statutory authority responsible for the implementation of the Recipient's cash transfer programs, including those under the NSPO, established pursuant to the Recipient's Benazir Income Support Programme Act 2010, or any successor thereto.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "CERC Manual" means the manual referred to in Section I.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
- 6. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 4 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. "COVID-19 National Action Plan" means the Recipient's action plan, which serves as a policy document outlining principles for responding to COVID-19 outbreak, preparedness, containment and mitigation.
- 10. "DLI" or "Disbursement Linked Indicator" means the indicator set out in the table in Schedule 4 to this Agreement.
- 11. "DLI Target" means the target set to be achieved as set forth in the table in Schedule 4 to this Agreement.
- 12. "Emergency Action Plan" means the plan referred to in Section I.D of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 13. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 14. "Emergency Coordination Committee" means the Recipient's emergency coordination committee established on January 29, 2020 and referred to under Section I.A.1 of Schedule 2 to this Agreement, or any successor thereto, acceptable to the Association.
- 15. "Emergency Expenditures" means any of the Eligible Expenditures set forth in the CERC Manual referred to in Section I.D of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 16. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated March 21, 2020, 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.
- 17. "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 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 18. "EPI" means the Recipient's expanded program on immunization.
- 19. "EPI Cells" means, collectively, Federal EPI Cell and/or Provincial EPI Cell(s).
- 20. "Federal EPI Cell" means the implementation unit maintained by the Recipient for the purposes of the NISP and this Project in accordance with Section I.A.2(b)(i) of Schedule 2 to this Agreement.
- 21. "Food Expenditure" means the reasonable cost of food incurred by the Recipient for the purposes of carrying out Part 2(a)(ii) of the Project.
- 22. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
- 23. "Incremental Operating Costs" means the reasonable costs of incremental expenditures required for the Project and incurred by the Recipient for day-to-day coordination, administration, and supervision of Project activities, including consumable materials and supplies, office rental, utility fees, insurance, communications, advertising and newspaper subscriptions, printing and stationery, operation and maintenance of office equipment and vehicles, charges for opening and operating bank accounts, in-country travel costs, boarding/lodging and per-diems for Project staff, and salaries of contractual staff (other than consultants) required for Project management, but excluding salaries, bonuses, fees, and honoraria or equivalent payments of members of the Recipient's civil service, except for salaries and/or salary supplements of members of the Recipient's civil service seconded to the Project to assist in carrying out of the Project activities in accordance with the Recipient's applicable policies during the period of such secondment.

- 24. "MoFEPT" or "Ministry of Federal Education and Professional Training" means the Recipient's ministry responsible for education and professional training, or any successor thereto.
- 25. "MoNHSRC" or "Ministry of National Health Services Regulations and Coordination" means the Recipient's ministry responsible for national health services regulations and coordination, or any successor thereto.
- 26. "MPA Program" means the World Bank Group's global emergency multiphase programmatic approach program designed to assist countries to prevent, detect, and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
- 27. "NISP" or "National Immunization Support Project" means the Recipient's project financed by the Association in accordance with the financing agreement between the Recipient and the Association, dated August 31, 2016, as amended (Credit Number 5786-PK).
- 28. "NSPO" or "National Social Protection Operation" means the Recipient's operation financed by the Association in accordance with the financing agreement between the Recipient and the Association, dated March 30, 2017, as may be amended from time to time (Credit Number 5973-PK).
- 29. "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.
- 30. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017, August 2018 and November 2020.
- 31. "Project Coordination Unit" means the unit to be established by MoFEPT in accordance with Section I.A.2(b)(iii) of Schedule 2 to this Agreement.
- 32. "Project COVID-19 Vaccine" means any vaccines 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.

- 33. "Project Implementing Entities" means, collectively, the Recipient's provinces of Balochistan, Khyber Pakhtunkhwa, Punjab, and Sindh, and "Project Implementing Entity" means, individually, each of the Project Implementing Entities.
- 34. "Regions" mean the regional areas of the North America, South America, Europe, Asia, Asia Pacific, and Africa.
- 35. "Provincial EPI Cell" means each of the implementation units maintained at the provincial level by a Project Implementing Entity for the purposes of the NISP and maintained for the purposes of this Project in accordance with Section I.A.2(b)(i) of Schedule 2 to this Agreement; and "EPI Cells" means, collectively, all such EPI Cells.
- 36. "Security Personnel" means security and military personnel.
- 37. "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.
- 38. "SOP" means standard operating procedures.
- 39. "Stringent Regulatory Authority" means a national regulatory authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 40. "Training" means the reasonable costs incurred by the Recipient for training and workshops under the Project and directly attributable to seminars and workshops, along with travel and subsistence allowances for training participants, course fees, services of trainers, rental of training facilities, preparation, acquisition, distribution and reproduction of training materials, and other activities directly related to course preparation and implementation.
- 41. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use

Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.

- 42. "Vaccine Delivery and Distribution Plan" means the Recipient's 2021 National Deployment and Vaccination Plan, referred to in Section I.G of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association's prior written approval.
- 43. "Verification Protocol" means the document dated March 21, 2020, setting out procedures for the verification of DLI Targets.
- 44. "WHO" means the World Health Organization.
- 45. "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.
- 46. "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.
- 47. "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.