**LOAN NUMBER 9231-SZ** 

# **Loan Agreement**

(Additional Financing for Eswatini COVID-19 Emergency Response Project)

between

KINGDOM OF ESWATINI

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

#### LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between KINGDOM OF ESWATINI ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 — LOAN

- 2.01 The Bank agrees to lend to the Borrower the amount of five million dollars (USD 5,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02 The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03 The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04 The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance, provided that the Commitment Charge for the period beginning on the date of accrual of the Commitment Charge and ending on October 15, 2022, shall be zero percent (0%).
- 2.05 The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions
- 2.06. The Payment Dates are February 15<sup>th</sup> and August 15<sup>th</sup> in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

#### ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower 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 Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
  - (b) the Borrower has updated and adopted the Project Implementation Manual in form and substance satisfactory to the Bank; and
  - (c) the Borrower has updated, consulted, disclosed and adopted the Environmental and Social Management Framework and the Stakeholder Engagement Plan both in favor and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 9.05 (b) of the General Conditions, the date on which the obligations of the Borrower 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 Borrower's Representative is its Minister of Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Finance P.O. Box 443 Mbabane Eswatini; and

(b) the Borrower's Electronic Address is:

Telex: Facsimile: 2109 WD +268 240 43187

5.03. For purposes of Section 10.01 of the General 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:

Telex: Facsimile: E-mail:

248423(MCI) or 1-202-477-6391 mmarienelly@worldbank.org

64145(MCI)

# KINGDOM OF ESWATINI

By		Hon. Minister Med Rykenberg		
	Authorized Representative			
Name		Hon. Minister Neal Rijkenberg		
	Title:	Minister Finance Eswatini		
Date:		26-Sep-2021		

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Ву	Mane Francoise Mane-Mll				
	Authorized Representative				
	Name: _	Marie Francoise Marie-Nelly			
	Title:	Country Director			
	Date: _	24-Sep-2021			

#### SCHEDULE 1

## **Project 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 Eswatini.

The Project is part of the MPA Program, and consists of the Original Project and the additional activities set forth under Parts 1.4 and 3 below:

#### Part 1: Emergency COVID-19 Response

- 1. Strengthening COVID-19 case detection, confirmation, contact tracing, recording and reporting through *inter alia*: (a) strengthening disease surveillance systems and in-country testing capacity through scaling up rapid near patient molecular testing and other testing technologies, including strengthening health facilities, the National Reference Laboratory (NRL), and other public health laboratories in specimen collection, packaging, storage, shipment and epidemiological capacity for early detection and confirmation of cases; (b) combining detection of new cases with active contact tracing; (c) supporting epidemiological investigation; (d) strengthening risk assessment; (e) strengthening screening, isolation and follow up of travelers at point of entry; and (f) providing on-time data and information for guiding decision-making, response and mitigation activities.
- 2. Strengthening the health system for COVID-19 preparedness planning through; *inter alia*:
  - (a) assisting the health care system for preparedness planning to provide optimal medical care, maintain essential community services and minimize risks for patients and health personnel by, *inter alia*: (i) providing training on risk for health facilities' staff and front-line workers on risk mitigation measures; and (ii) providing health facilities' staff with appropriate protective equipment, water supply, sanitation, hygiene materials and health care waste management services;
  - (b) strengthening clinical capacity through, *inter alia*: (i) developing financing plans for the establishment of specialized units in selected hospitals; (ii) developing treatment guidelines and hospital infection control guidelines; (iii) establishing local isolation units in selected hospitals; and (iv) providing clinical training to health workers on widespread infection control; and
  - (c) relieving the burden on inpatient and outpatient health care services through *inter alia*: (i) recruit temporary surge capacity for service delivery; (ii) reorganizing, repurposing and equipping selected health facilities (including the Lubombo referral hospital and the Raleigh Fitkin Memorial hospital) for the delivery of critical medical services and increased demand of services due to the outbreak; (iii) developing intra-hospital infection control measures; and (iv) procuring fully equipped ambulances for highly infectious diseases.
- 3. Improving the implementation of social distancing measures and strengthening communications preparedness through *inter alia*: (a) developing well-design communication strategy targeting parents, traditional and religious leaders and general public; (b) developing guidelines for managing at risk groups, including elderly isolation,

pension pick-up situations and people with HIV and other chronic conditions; (c) carrying out behavior change communication activities that: (i) support cost-effective and sustainable methods including promoting handwashing, food hygiene, and safe water practices through various communication channels (e.g. via mass media, counseling, schools, workplace), and (ii) are integrated into specific ongoing outreach activities of Borrower's ministries and sectors, especially ministries of health, education, agriculture, and transport; (d) carrying out two-way communication activities to raise awareness, knowledge and understanding among the general population on the risk and potential impact of the pandemic; (e) supporting community mobilization through trained community health workers, religious leaders and traditional healers; and (f) developing and distributing basic communication materials on COVID-19 including, inter alia: (i) question and answers sheets and fact sheets in Siswati; and (ii) general preventative measures for the general public such as "dos" and "don'ts"; (iii) information and guidelines for health care providers; (iv) training modules (web-based and printed); (v) presentations, slide sets, videos and documentaries; and (vi) symposia on surveillance, treatment and prophylaxis.

4. Providing assistance in the urgent efforts to respond to the Covid-19 pandemic through: (a) supporting the Borrower's health sector in accessing vaccine purchase mechanisms, purchasing and deploying Project Covid-19 Vaccines; (b) strengthening the Borrower's institutional framework to enable safe and effective deployment of Project Covid-19 Vaccines, including: (i) developing and/or upgrading regulatory standards at the national level (i.e. pharmacovigilance, authorization mechanisms); (ii) preparing appropriate minimum standards for vaccine management (i.e. cold chain infrastructure); and (iii) setting up accountability, grievances and citizen and community engagement mechanisms; and (c) supporting the development of the Borrower's infrastructure, immunization systems, and service delivery capacity for the deployment of Project Covid-19 Vaccines, including: (i) strengthening the planning and management of vaccination plans, regulations and standards, monitoring and evaluation and budgeting; (ii) strengthening procurement, supply and distribution of vaccines and energy efficient cold storage technologies for safe immunization service delivery; and (iii) supporting vaccine-related delivery, risks communication and advocacy, health personnel training, supervisory, transport and logistics, medical waste management and enhancement information management systems and activities.

# Part 2: Strengthening Capacity in Preparedness for Health Emergencies

Strengthening the Borrower's capacity in preparedness for health emergencies, including: (a) strengthening the surveillance system and enhancing analytical capacity for real-time rapid reporting and analysis of surveillance data; (b) supporting simulations to regularly evaluate and enhance health emergency preparedness; (c) preparing and equipping the health system and facilities to respond to future health emergencies; (d) strengthening capacity for national health emergency rapid procurements; and (e) strengthening capacity of frontline health workers to respond effectively to victims of violence.

#### Part 3: Implementation Management and Monitoring and Evaluation

1. Carrying out Project management activities, including: (a) strengthening public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities; (b) carrying out

financial management and procurement requirements of the Project; (c) strengthening existing structures through the recruitment of additional staff/consultants responsible for overall administration, procurement, and financial management; (d) carrying out Project coordination activities; and (e) strengthening existing data and monitoring systems for vaccine deployment, data collection, analysis and reporting for action and decision-making

2. Carrying out monitoring and evaluation of the Project, including; (a) monitoring and evaluating prevention and preparedness; (b) building capacity for clinical and public health research, including veterinary, and joint-learning across and within countries; and (c) providing training in participatory monitoring and evaluation at all administrative levels.

#### **SCHEDULE 2**

#### **Project Execution**

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

#### A. Institutional Arrangements

#### 1. National Emergency Management Committee and National Emergency Task Team

The Borrower shall maintain, during Project implementation, a national emergency management committee, with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, which shall: (a) be chaired by the Borrower's Deputy Prime Minister; and (b) be responsible for Project cabinet-level intersectoral coordination and steering oversight ("National Emergency Management Committee" or "NEMC"). The NEMC shall be supported by a national emergency task team, with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, which shall: (c) comprise, *inter alia*, members of different sectors and of the National Disaster Management Agency; and (d) be responsible for implementing national and regional emergency plans and procedures, and coordinating the preparedness and response activities under the Project ("National Emergency Task Team" or "NETT").

## 2. National Public Health Emergency Committee and Senior Management team

The Borrower shall maintain during Project implementation, within MoH and with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank:

- (a) a national public health emergency committee; which shall: (i) chaired by a senior medical officer/public health lead from MOH; (ii) comprise, *inter alia*, public health emergency technical leads and experts and representatives from development partners; (iii) be responsible for providing technical oversight of Project activities ("National Public Health Emergency Committee" or "NPHEC"). Notwithstanding the afore-mentioned, the NPHEC shall maintain regional response committees: which shall: (iv) be chaired by emergency response and preparedness officers within each region (being members of the regional health management teams); and (v) comprise, *inter alia*, of regional nurse managers and designated allied workers responsible for evacuation, isolation of patients and contact tracing;
- (b) a senior management team, which shall: (i) be chaired the Principal Secretary of MOH; and (ii) be responsible for: (1) providing the necessary resources and overall strategic guidance for Project implementation; and (2) facilitating feedback between the NEMC and NPHEC; and
- (c) the DPP and the Expanded Program on Immunization under the Public Health Unit, which shall be responsible for rolling out the Project Covid-19 vaccines.

#### 3. Core Implementation Team

The Borrower shall maintain, during Project implementation a full core implementation team with composition, functions and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, which shall: (a) be led by a Project coordinator and comprise MOH staff and technical experts; (b) report to the Principal Secretary of MOH; and (c) be responsible for implementing and coordinating all Project activities, preparing the annual work plans and budget, monitoring and evaluating Project implementation, and carrying out all Project procurement, financial management, environmental and social aspects ("Core Implementation Team"). Notwithstanding the above-mentioned, the Borrower shall, by no later than one (1) month after the Effective Date, appoint and/or hire one (1) logistics specialist, one (1) procurement specialist, one (1) vaccine specialist and one (1) communications specialist, all with experience and terms of reference satisfactory to the Bank, who shall be assigned to work within the Core Implementation Team and be responsible for supporting the rolling out the deployment and distribution of Project Covid-19 Vaccines.

### B. Project Manuals

### **Project Implementation Manual**

- 1. The Borrower shall prepare and adopt a Project implementation manual ("Project Implementation Manual"), in form and substance satisfactory to the Bank containing: (a) detailed guidelines and procedures for the implementation of the Project, including with respect to: administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, Personal Data collection and processing in accordance with national law of Personal Data protection and good international practice, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project; and (b) the manual referred to in paragraph 3 below.
- 2. The Borrower shall carry out the Project in accordance with the Project Implementation Manual. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the provisions of the Project Implementation Manual without prior approval of the Bank. In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

#### Vaccine Delivery and Distribution Manual

3. Without limitation to Section B.1 above, in order to ensure adequate implementation of Part 1.4 of the Project, the Borrower shall prepare and adopt a manual for COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Manual"), as part of the Project Implementation Manual, in form and substance satisfactory to the Bank, 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 national law on Personal Data protection and good international practice; and
- (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- 4. The Borrower shall carry out the Project in accordance with the Vaccine Delivery and Distribution Manual. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Manual without prior approval of the Bank. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

### C. Standards for COVID-19 Vaccine Approval

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

#### D. Annual Work Plan and Budget

- 1. For purposes of Project implementation, the Borrower shall, by not later than November 30<sup>th</sup> of each year during Project implementation, furnish to the Bank annual work plans, which shall contain all activities proposed to be included in the Project during the following year, and a proposed financing plan for expenditures required for such activities ("Annual Work Plan and Budget").
- 2. The Borrower shall afford the Bank a reasonable opportunity to exchange views with the Borrower on each such Annual Work Plan and Budget and thereafter ensure that the Project is implemented with due diligence during said following year in accordance with such work plan and budget as shall have been approved by the Bank.

#### E. Use of Military and Security Actors

1. Without limitations to the provisions of Section F.2 of this Schedule and if during Project implementation, the Borrower decides to use its military or security forces, the Borrower shall: (a) prior to any involvement of its military and/or security forces in the carrying out of Project activities, send a written notice to the Bank communicating such decision, including the name of the military or security unit; and (b) all activities carried out by said military or security unit under the Project shall be under the control of MOH and shall be undertaken exclusively for the purposes related to the Project. All goods, services, Operating Costs, and Training Costs financed by the Loan proceeds may be used by said military or security unit under the direction and control of MOH and strictly in accordance with the Project Implementation Manual and other arrangements or protocols that the Bank may require for carrying out these activities.

2. Except as the Bank may otherwise agree, the Borrower shall ensure that the ownership of any assets generated, goods procured, and works constructed by the military or security unit referred to in paragraph 1 of this Section out of the Loan proceeds shall be transferred to, or shall vest, with MOH or any equivalent or appropriate line ministry or agency agreed with the Bank.

#### F. Environmental and Social Standards

- 1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower 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 Bank 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 Borrower shall ensure that:

- (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions and:
- (b) The Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-

affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

6. The Borrower 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 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.

## Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter. 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 Borrower shall ensure that such information, report or document does not include Personal Data.

#### Section III. Withdrawal of Loan Proceeds

#### 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 Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Incremental Operating Costs, Training Costs under Parts 1 and 3 of the Project	4,987,500	100%
(2) Front-end Fee	12,500	
(3) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	5,000,000	

# 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 March 31, 2024.

# **SCHEDULE 3**

# **Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

# **Level Principal Repayments**

Principal Payment Date	Installment Share
On each February 15 <sup>th</sup> and August 15 <sup>th</sup>	
Beginning August 15 <sup>th,</sup> 2026	7.14%
through August 15, 2032	
On February 15, 2033	7.18%

#### 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. "Annual Work Plan and Budget" means the annual work plan and budget for the Project, to be prepared on an annual basis by the Borrower.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Co-financier" means the Health Emergency Preparedness and Response Multi-Donor Trust Fund.
- 5. "Co-financing" means, for purposes of paragraph 15 of the Appendix to the General Conditions, an amount of USD 3,000,000, to be provided by the Co-financier to assist in providing financing for the Project.
- 6. "Co-financing Agreement" means the Grant Agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
- 7. "Core Implementation Team" means the unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 8. "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.
- 9. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 10. "DPP" means the Borrower's Deputy Directorate of Pharmaceuticals.
- 11. "Environmental and Social Commitment Plan" or the acronym "ESCP" means the Borrower's environmental and social commitment plan, acceptable to the Bank, dated April 14, 2020 and updated on March 17, 2021, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
- 12. "Environmental and Social Management Framework" or "ESMF" means the Borrower's environmental and social management framework prepared and adopted by the Borrower,

acceptable to the Bank, dated December 13, 2010 and to be updated for the implementation of the Project, which sets out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of environmental and social impact assessment/environmental and social instruments referred to therein, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.

- 13. "Environmental and Social Standards" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank at <a href="https://www.worldbank.org/en/projects-operations/environmental-and-social-framework">https://www.worldbank.org/en/projects-operations/environmental-and-social-framework</a>
- 14. "Expanded Program on Immunization" means the Borrower's current immunization program within MOH, which provides services aimed to reduce morbidity, disability and mortality due to vaccine preventable diseases amongst children under five years this is in line with the national health policy.
- 15. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (and revised on August 1, 2020).
- 16. "Incremental Operating Costs" means the reasonable incremental expenses incurred or to be incurred by the Borrower on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted employees, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Borrower's civil service.
- 17. "MOH" means the Borrower's Ministry of Health, or any successor thereto.
- 18. "MPA Program" means the 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.

- 19. "National Disaster Management Agency" means the body mandated with coordination, facilitation and implementation of all disaster risk management initiatives in the Borrower's territory.
- 20. "National Emergency Management Committee" or "NEMC" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 21. "National Emergency Task Team" or "NETT" means the team referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 22. "National Public Health Emergency Committee" or "NPHEC" means the committee referred to in Section I.A.2(a) of Schedule 2 to this Agreement.
- 23. "Original Agreement" means the loan agreement entered into between the Borrower and the Bank on April 29, 2020 (Loan Number 9098- SZ).
- 24. "Original Project" means the project activities described in Schedule 1 to the Original Agreement.
- 25. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 26. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 27. "Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Borrower's national regulatory authority for distribution, marketing and administration within the territory of the Borrower, and purchased or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 28. "Project Implementation Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 29. "Regions" mean the regional areas of the North America, South America, Europe, Asia, Asia Pacific, and Africa.
- 30. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
- 31. "Stakeholder Engagement Plan" means the Borrower's stakeholder engagement plan dated September 22, 2020 and to be updated for the implementation of the Project, and implemented in a manner acceptable to the Bank, to ensure that stakeholder engagement and information disclosure activities under the Project are carried out in accordance with

- the Environmental and Social Standards, as such plan may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
- 32. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 33. "Training Costs" means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.
- 34. "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 Borrower and the Bank.
- 35. "Vaccine Delivery and Distribution Manual" means the Borrower's manual referred to in Section I.B.3 of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank's prior written approval.
- 36. "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.
- 37. "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.
- 38. "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.