HEPR GRANT NUMBER TF0B6163-GY

Health Emergency Preparedness and Response Multi-Donor Trust Fund Grant Agreement

(COVID-19 Emergency Response Project – Additional Financing)

between

CO-OPERATIVE REPUBLIC OF GUYANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of the Health Emergency Preparedness and Response Multi-Donor Trust Fund

HEPR GRANT NUMBER TF0B6163-GY

HEALTH EMERGENCY PREPAREDNESS AND RESPONSE MULTI-DONOR TRUST FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between CO-OPERATIVE REPUBLIC OF GUYANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"), acting as administrator of the Health Emergency Preparedness and Response Multi-Donor Trust Fund for the purpose of providing additional financing for the Original Project and activities related to the Original Project. The Recipient and the Association hereby agree as follows:

Article I Standard Conditions; Definitions

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

Article II The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project") and the MPA Program. To this end, the Recipient shall carry out the Project through the MOH in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III The Grant

- 3.01. The Association agrees to extend to the Recipient a grant in an amount not to exceed one million Dollars (\$1,000,000) ("Grant") to assist in financing Part 3 of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the Association receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Association's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Association has been furnished to the Association that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
 - (b) The Project Operations Manual has been updated and adopted by the Recipient, through the MOH, in form and substance satisfactory to the Association.
 - (c) The Vaccine Delivery and Distribution Manual has been adopted by the Recipient, through the MOH, in form and substance satisfactory to the Association.
- 4.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant 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 Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Association 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 Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 4.03. Except as the Recipient and the Association shall otherwise agree, this Agreement shall enter into effect on the date upon which the Association 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 Association to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Association 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 90 days after the date of this Agreement, unless the Association, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Association shall promptly notify the Recipient of such later date.

Article V Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister in charge of finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministry of Finance 49 Main and Urquhart Streets Georgetown Co-operative Republic of Guyana; and

(b) the Recipient's Electronic Address is:

| Telex: | Facsimile: | E-mail: |
|--------------|--------------|-------------------------|
| 592-227-3992 | 592-226-1284 | minister@finance.gov.gy |

5.03. For purposes of Section 7.01 of the Standard 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) or 1-202-477-6391 64145 (MCI) AGREED as of the Signature Date.

CO-OPERATIVE REPUBLIC OF GUYANA

By

| | d - | |
|---------------------------|-----|--|
| Authorized Representative | | |

| Name: | Ashni Singh |
|--------|--|
| | Senior Minister, Office of the President |
| Title: | |
| Date: | 02-Jul-2021 |

INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of the Health Emergency Preparedness and Response Multi-Donor Trust Fund

By

| kathryn | lnn | Furk | |
|---------|-----|------|--|
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Authorized Representative

| Name: | Kathryn Ann Funk |
|--------|-------------------------|
| Title: | Acting Country Director |
| Date:_ | 01-Jul-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 Guyana.

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

1. Emergency Response to COVID-19.

- (a) *Case Detection, Confirmation, Contact Tracing, Recording, and Reporting.* Strengthening disease surveillance systems, public health laboratories and epidemiological capacity for early detection of COVID-19 cases through:
 - (i) improving the diagnostic capacity for COVID-19 in the National Public Health Reference Laboratory;
 - (ii) establishing COVID-19 diagnostic facilities in selected hospital labs;
 - (iii) improving general laboratory services to enhance clinical management of COVID-19 cases;
 - (iv) enhancing the provision of rapid results for COVID-19 screening;
 - (v) strengthening epidemiological and surveillance capacity;
 - (vi) establishing laboratory capacity in the Georgetown Public Hospital Corporation Annex;
 - (vii) recruiting, training and deploying contact tracers to cover all regions;
 - (viii) developing and implementing logistical data and tracking systems for Project COVID-19 Vaccine deployment and other immunization programs, including ancillary supplies and staff involved; and
 - (ix) training staff involved in the use of immunization surveillance and tracking systems.

- (b) *Health System Strengthening*. Strengthening the health system for more effective treatment of symptomatic COVID-19 patients, and isolation and quarantine of asymptomatic COVID-19 cases through:
 - (i) expanding capacity for intensive care units;
 - (ii) establishing specialized medical care units in selected hospitals;
 - (iii) increasing bed capacity in hospitals, isolation and quarantine facilities;
 - (iv) increasing availability and improving existing cold-chain, storage facilities, and delivery systems for Project COVID-19 Vaccines;
 - (v) strengthening psycho-social support to vulnerable households;
 - (vi) promoting preventive actions to limit spread of communicable diseases and increasing community awareness and participation;
 - (vii) supporting Guyana's health sector in the purchase and deployment of Project COVID-19 Vaccines;
 - (viii) recruiting and training staff for Project COVID-19 Vaccine deployment and for the expanded program of immunization;
 - (ix) developing and implementing citizen and community engagement mechanisms to build trust in immunizations; and
 - (x) implementing a centralized hydroclave disposal system for waste generated by immunization activities.

2. Implementation Management and Monitoring and Evaluation.

Supporting Project implementation activities, including administrative, coordination management, procurement, financial management, environmental, social, reporting functions; and carrying out capacity building on pandemic response and preparedness.

3. Supporting National and Sub-National Prevention and Preparedness, and Health System Resilience.

Strengthening analytical and assessment capacity of the MOH and other relevant ministries of the Recipient on health system strengthening, preparedness and resilience, and on multisectoral actions for better health outcomes, through:

- (a) promoting a One Health approach, including:
 - (i) carrying out a joint external evaluation and training and dissemination activities;
 - (ii) carrying out a performance of veterinary services assessment; and
 - (iii) carrying out a One Health bridging workshop and a training program on resilience, multisectoral training in health and agriculture, data collection, cross-sectoral surveillance and integrated monitoring and reporting systems; and
- (b) strengthening the delivery and quality of care through an assessment of the performance of the health system and its ability to deliver essential services, including carrying out a health facility and a patient experience survey.

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Institutional Arrangements

- 1. The Recipient, through the MOH, shall carry out the Project in accordance with this Agreement and the Project Operations Manual.
- 2. The Recipient, through the MOH, shall maintain at all times during Project implementation, professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the Association and set forth in the Project Operations Manual.

B. Project Operations Manual

- The Recipient, through the MOH, shall update, adopt and thereafter carry out, the Project in accordance with an operations manual acceptable to the Association ("Project Operations Manual"), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to:

 (a) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (b) performance indicators of the Project; (c) monitoring and evaluation; (d) financial management guidelines and procedures; (e) corruption and fraud measures; (f) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; and (g) Personal Data collection and processing requirements in accordance with good international practice.
- 2. Except as the Association shall otherwise agree in writing, the Recipient, through the MOH, shall not amend or waive, or permit to be amended or waived any provision of the Project Operations Manual.
- 3. In case of conflict between the provisions of the Project Operations Manual and this Agreement, those of this Agreement shall prevail.

C. Environmental and Social Standards

- 1. The Recipient, through the MOH, 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, through the MOH, 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, through the MOH, 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, through the MOH, 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, through the MOH, 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, through the MOH, 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.
- 7. The Recipient, through the MOH, shall take the following measures related to the use of military or security forces in the implementation of Project activities, in a manner satisfactory to the Association:
 - (a) adopt and enforce standards, protocols and codes of conduct for the selection and use of military or security forces, 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) ensure that the military or security forces is deployed in accordance with the relevant requirements of ESSs and the ESCP;
 - (c) ensure that the military or security forces are 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 Environmental and Social Management Framework; and
 - (d) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of military or security forces under the Project; and
 - (e) ensure that any concerns or grievances regarding the conduct of the military or security forces 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 one (1) day after being received.

D. Use of Military and Security Forces

1. All activities carried out by military or security forces under the Project shall be under the control of the MOH and shall be undertaken exclusively for the purposes related to the Project.

- 2. All goods, works, services, incremental operating costs, and training financed by the Credit proceeds may be used by military or security forces under the direction and control of the MOH and strictly in accordance with the Project Operations Manual and other arrangements or protocols that the Association may require for carrying out these activities.
- 3. Except as the Association may otherwise agree, the Recipient, through the MOH, shall ensure that that the ownership of any assets generated, goods procured, and works constructed by military or security forces out of the Credit proceeds shall be transferred to, or shall vest, with the MOH or any equivalent or appropriate line ministry or agency agreed with the Association.

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

- 1. The Recipient shall ensure that each Project Report is furnished to the Association 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 Association, 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.

Section III. <u>Withdrawal of Grant Proceeds</u>

A. General

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

| Category | Amount of the Grant Allocated (expressed in USD) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|---|--|---|
| Goods, works, non-consulting services, consulting services, Operating Costs, and Training under Part 3 of the Project | 1,000,000 | 100% |
| TOTAL AMOUNT | 1,000,000 | |

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is June 30, 2023.

C. Military and Security Actors

The Recipient further undertakes that no Grant proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Association's express approval.

APPENDIX

Definitions

- 1. "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.
- 2. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 3. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 4. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 21, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: 5. (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"; "Environmental Heritage"; (viii) and Social Standard 8: Cultural (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 6. "Financing Agreement" means the financing agreement for the additional financing for the COVID-19 Emergency Response Project between the Co-operative Republic of Guyana and the International Development Association, as such agreement may be amended from time to time (Credit No. 6975-GY).

"Financing Agreement" includes all appendices, schedules and agreement supplemental to the Financing Agreement.

- 7. "Georgetown Public Hospital Corporation Annex" means the annex to the Georgetown Public Hospital Corporation at Liliendaal.
- 8. "MOH" means the Recipient's Ministry of Health, or any successor acceptable to the Association.
- 9. "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.
- 10. "National Public Health Reference Laboratory" means the Recipient's referral laboratory responsible for public health responses, providing support to public and private laboratories, and granting certification for operation to laboratories.
- 11. "One Health" means a coordinated, collaborative, multidisciplinary and cross-sectoral approach that recognizes the interconnection between the health of humans, animals and ecosystems and that addresses potential or existing risks originating from animal-human-ecosystem interfaces.
- 12. "Operating Costs" means the reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project.
- 13. "Original Financing Agreement" means the financing agreement for the COVID-19 Emergency Response Project between the Co-operative Republic of Guyana and the International Development Association, dated December 15, 2020 (Credit No. 6802-GY). "Original Financing Agreement" includes all appendices, schedules and agreements supplemental to the Original Financing Agreement.
- 14. "Original Project" means the Project described in the Original Financing Agreement.
- 15. "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.

- 16. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 17. "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 acquired or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 18. "Project Operations Manual" means the manual referred to under Section I.B.1 of Schedule 2 to this Agreement.
- 19. "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 Grant Agreement" in the Standard Conditions.
- 20. "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.
- 21. "Training and Workshops" means the reasonable costs, as shall have been approved by the Association, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services).
- 22. "Vaccine Delivery and Distribution Manual" means the Recipient's manual referred to in Article 4.01(c) to this Agreement for the implementation of Part 1 (b)(vii) of the Project, as such manual may be amended from time to time with the Association's prior written approval.