
CREDIT NUMBER 6853-TG
GRANT NUMBER D787-TG

Financing Agreement

(Togo Essential Quality Health Services For Universal Health Coverage Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6853-TG
GRANT NUMBER D787-TG

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to twenty-four million and three hundred thousand Special Drawing Rights (SDR 24,300,000) (“Grant”); and
 - (b) the amount of twenty-eight million and nine hundred thousand Euros (€28,900,000) (“Credit”). The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consist of the following, namely that the Recipient shall establish the PIU within the Ministry of Health, Public Hygiene and Universal Health Access with sufficient resources to carry out its operational and management responsibilities, and with competent staff, as set forth in Section I. 2 of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister at the time responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministère de l'Economie et des Finances
Immeuble CASEF
B.P.387
Lomé - Togo; and

- (b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(+228) 22 21 0905	secretariat.ministre@economie.gouv.tg

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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


(b) the Association's Electronic Address is:

Telex: Facsimile:
248423 (MCI) (+1) 202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF TOGO

By



Authorized Representative

Name: Sani Yaya

Title: Minister of Economy and Finance

Date: March 31, 2021

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Coralie Gevers

Title: Country Director for Togo

Date: March 24, 2021

SCHEDULE 1

Project Description

The objective of the Project is to improve the provision of essential health and nutrition services and quality of care for pregnant women, children and vulnerable persons.

The Project consists of the following parts:

Part 1: Increasing demand and supply of quality health and nutrition services

1.1. Increasing access to essential health and nutrition services

Increase access of vulnerable populations to essential health and nutrition services, through the provision of Packages of Essential Health Services by Participating Health Facilities in Peripheral Health Unit (PHU type I and type II) and District Hospital (DH type I and type II) including maternal and child health and nutrition services, immunization, outpatient or inpatient care, birth deliveries and attendance, newborn care, malaria, TB, HIV/AIDS, acute respiratory tract infection, diarrheal disease, hypertension, anemia, intestinal worms disorders, fevers, ear, eye, nose and oral health services, and key additional or tracer services, following the eligibility criteria and mechanisms set forth in the PIM.

1.2. Increasing membership of the poor and vulnerable on health insurance

Increase membership of vulnerable populations on health insurance through the registration of selected beneficiaries, including deprived communities, pregnant women, children and school-aged children, in the national social health insurance scheme referred to in Part 3.1 of the Project (“Insured Beneficiaries”), following the eligibility criteria and mechanisms set forth in the PIM.

1.3. Improving equitable distribution of health professionals

Increase access to quality healthcare services through the deployment and re-distribution qualified health professionals, (“Deployed Health Professionals”), accepting posting to targeted most deprived and rural communities, including *inter alia*, Savanes, Central, Kara and Plateau regions, all following the eligibility criteria and mechanisms set forth in the PIM.

1.4. Increasing tracer drug availability at peripheral health unit facilities

Increase availability of drugs at the primary health care level, through the provision of Essential Medicines to Participating Health Facilities in targeted most deprived and rural communities, following the eligibility criteria and mechanism set forth in the PIM.

Part 2: Bringing health facilities and services close to households

2.1. Increasing access of vulnerable populations to health facilities and services

Building of community-based health facilities and refurbishing or renovating existing ones, through the provision of prefabricated turn-key facilities, and/or the carry out of onsite construction works, including, *inter alia*, water and sewage connection to public utilities, human waste biodigesters, and off-grid solar power systems to generate electricity.

2.2. Providing equipment to the newly built health facilities

Providing newly built facilities with, *inter alia*, soft furnishing, motorbikes, bicycles and or pick up vehicles to support the health service delivery and supervision, to vulnerable communities, through the provision of a service delivery kit, including, *inter alia*: basic out-patient department equipment, a baby hanging weighing scale, thermometer, measurement of Mid-Upper Arm Circumference (MUAC) for under-five children, sphygmanometer, over the counter compliant first aide medication and icepack or portable vaccine carriers.

Part 3: Strengthening the national social health insurance scheme

3.1. Establishing and supporting the operations of the TSHIA

Providing support, though technical assistance and workshops, to develop a national social health insurance scheme, including, *inter alia*: (a) the development of a layered benefit health care package; (b) the enrollment of members on to the health insurance scheme; and (c) the development of new and simpler assessment tools to rationalize categorization, licensing and accreditation of Participating Health Facilities.

3.2. Promoting demand for health insurance services

Providing support for the development and roll-out of national health insurance campaigns, through, *inter alia*: (a) using traditional and social medial information sources; and (b) funding durbars and social mobilization activities at the community level.

Part 4: Improving stewardship, oversight and management

4.1. Assuring the social, environmental safeguards of the Project

Support the PIUs for the implementation, coordination and supervision of the Project in accordance with the Environmental and Social Standards (including the

ESCP), including through the provision of technical assistance, Operating Costs, goods, consultants and services for the required purpose.

4.2. Providing Project management and coordination

Support the PIUs for Project coordination, supervision, monitoring, reporting, evaluation, financial management, procurement, communication and outreach, including through the provision of technical assistance, Operating Costs, goods, consultants and services for the required purpose.

Part 5: Contingency Emergency Response Component (“CERC”)

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Coordination Unit (“PCU”)

- (a) No later than six (6) months after the Project Effective Date, the Recipient shall establish within the Office of the President, and thereafter maintain, throughout Project implementation, a project coordination unit with terms of reference, composition and resources acceptable to the Association (“Project Coordination Unit” or “PCU”).
- (b) The PCU shall provide overall coordination and supervision of the Project.
- (c) The Recipient shall ensure that, throughout Project implementation, the PCU is maintained with staff in sufficient number, with experience and qualifications satisfactory to the Association, in carrying out its responsibilities, including through recruitment or appointment by the PCU, under terms of reference and with qualifications and experience satisfactory to the Association, including, *inter alia*, a Project coordinator.

2. Project Implementation Units (“PIUs”)

The Recipient shall establish and thereafter maintain thorough the implementation of the Project, two Project Implementation Units (PIUs) one within the Ministry of Health, Public Hygiene and Universal Health Access, and one within the TSHIA, at all times during the implementation of the Project, both with sufficient resources to carry out its operational and management responsibilities, and with competent staff, including, *inter alia*, a procurement specialist, a financial management officer, an environmental specialist and a social development specialist, in adequate numbers and responsibilities, all acceptable to the Association and as set forth in the Project Implementation Manual (“PIM”).

B. Project Implementation Manual (“PIM”)

1. No later than six (6) months after the Effective Date, the Recipient shall adopt and thereafter implement the Project in accordance with the project implementation manual (“Project Implementation Manual” or “PIM”), with terms and conditions satisfactory to the Association.
2. The PIM shall contain, *inter alia*, detailed arrangements, procedures and mechanisms for: (a) institutional coordination and Project implementation; (b) the

roles and responsibilities of all key stakeholders; (c) a financial and accounting manual, including Project budgeting, accounting, disbursement and financial management; (d) an administrative procedure manual; (e) capacity building activities; (f) procurement; (g) safeguards; (h) monitoring, evaluation, reporting and communication; and (i) other such administrative, financial, technical and organizational arrangements and procedures, eligibility criteria and mechanisms, as shall be required for purposes of implementing the Project.

3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate the PIM, or any provision thereof.
4. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Financing under Part 1 of the Project; PBCs

1. The Recipient shall, through the Ministry of Health, Public Hygiene and Universal Access to Care, implement Part 1.3 of the Project in accordance with the institutional, environmental and social standards, financial management and procurement arrangements set out in Schedule 2 to this Agreement and/or the General Conditions.
2. The Recipient, shall ensure that the PIM includes the rules, methods, guidelines and procedures for the carrying out Part 1 of the Project, including the following: (a) implementation arrangements; (b) flow of funds and mechanisms for the implementation of Part 1 of the Project; (c) the verification protocols and verification arrangements for Performance-Based Conditions (“PBCs”); (d) penalties and sanctions for over-reporting by health facilities; (e) eligibility criteria for the selection of Participating Health Facilities, Deployed Health Professionals, Insured Beneficiaries and the Independent Counter-Verification Agencies; (f) unit costs for the Package of Essential Health Services; (g) the Essential Medicines list; (h) a model form of Payment Contracts; and (i) the performance-based indicators.
3. For purposes of the implementation Parts 1.1, 1.2 and 1.4, the Recipient, through the Ministry of Health, Public Hygiene and Universal Access to Care, shall enter into an agreement (“Subsidiary Agreement”) with the Togo Social Health Insurance Agency (“TSHIA”), in form and substance acceptable to the Association.
4. The Recipient shall ensure that no Participating Health Facility is eligible for payments under the Eligible Expenditures for the PBCs under Parts 1.1. and 1.4 of the Project, unless and until the Recipient, through the Ministry of Health, Public Hygiene and Universal Access to Care has entered into a contract (“Payment

Contract”) with each relevant Participating Health Facility, that shall set forth, *inter alia*:

- (a) the responsibilities and obligations of each party; a description of the Package of Essential Health Services to be provided by the Participating Health Facilities and Essential Medicines to be provided to Participating Health Facilities and the technical, administrative and fiduciary aspects of its participation to the implementation and the use of funds under Part 1.1 and Part 1.4 of the Project, including, *inter alia*, number of beneficiaries targeted; disbursement requirements and procedures; payment modalities; verification and counter-verification modalities; and other relevant clinical, financial and administrative data required pursuant to the Recipient’s health information regulations;
- (b) the obligations for the Participating Health Facilities to:
 - (i) carry out and ensure that the activities under the Payment Contracts due diligence and efficiency and in accordance with sound public health, environmental and social and administrative standards and practices acceptable to the Association, in particular in accordance with this Agreement, the PIM, and associated documents;
 - (ii) adhere to the Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations;
 - (iii) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations and expenditures received pursuant to the provisions of the Payment Contract and submit its financial statements to the Recipient, through the Ministry of Health, Public Hygiene and Universal Access to Care; and
 - (iv) enable the Association and the Recipient to inspect its facilities, operations and any records and documents relevant to the Payment Contract; and prepare and furnish to the Association and Recipient all such information as either shall reasonably request relating to the Payment Contract; and
- (c) The obligations of the Recipient, through the Ministry of Health, Public Hygiene and Universal Access to Care to:
 - (i) exercise its rights and carry out its obligations under each Payment Contract in such a manner as to protect the interests of the

Recipient and the Association and to accomplish the purpose of the Financing; and

- (ii) except as the Association shall otherwise agree, the Recipient shall not sign, amend, abrogate, repeal, terminate, waive or fail to enforce any Payment Contract or any of its provisions.

D. Verification; PBCs

- (a) for purposes of internal verification prior to the provision of payments under the Eligible Expenditures for the PBCs under Part 1 of the Project, the TSHIA and/or the Ministry of Health, Public Hygiene and Universal Access to Care, as the case may be, shall verify that the activities under their corresponding parts of the Project: (i) are carried out in accordance with this Agreement, the PIM, and associated documents; (ii) adhere to the Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and (iii) are monitored and evaluated in accordance with Section II of Schedule 2; and
- (b) for purposes of counter verification of the payments under the Eligible Expenditures for the PBCs under Part 1.1, 1.2 and 1.4 of the Project, the TSHIA shall:
 - (i) no later than twelve (12) months after the Effective Date, and with the approval of the PCU, contract and maintain throughout Project implementation pursuant to the Procurement Regulations and in accordance with terms of reference satisfactory to the Association, one or more Independent Counter-Verification Agency (ICVA), with experience and qualifications in the health and social sectors acceptable to the Association, to conduct independent third-party counter-verifications, in compliance with the verification protocols included in the PIM;
 - (ii) cause the ICVA to carry out during Project implementation regular checks, at a frequency agreeable to the Association, and thereafter prepare a report of such scope and in such detail the Association shall reasonably request; and
 - (iii) furnish to the Association as soon as available, reports of the Independent Counter-Verification Agency in accordance with the provisions of the PIM.

- (c) for purposes of counter verification of the payments for the Eligible Expenditures for the PBCs under Part 1.3 of the Project, the Ministry of Health, Public Hygiene and Universal Access to Care:
 - (i) no later than six (6) months after the Effective Date, and with the approval of the PCU, contract and maintain throughout Project implementation pursuant to the Procurement Regulations and in accordance with terms of reference satisfactory to the Association, one or more Independent Counter-Verification Agency (ICVA), with experience and qualifications in the health and social sectors acceptable to the Association, to conduct independent third-party counter-verifications, in compliance with the verification protocols included in the PIM;
 - (ii) cause the ICVA to carry out during Project implementation regular checks, at a frequency agreeable to the Association, and thereafter prepare a report of such scope and in such detail the Association shall reasonably request; and
 - (iii) furnish to the Association as soon as available, reports of the Independent Counter-Verification Agency in accordance with the provisions of the PIM.

E. 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than 30 days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. 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.
6. 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.
7. 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 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.

F. Contingent Emergency Response Component arrangements for Part 5 of the Project

1. In order to ensure the proper implementation of Part 5 of the Project (“CERC Part”), the Recipient shall:

- (a) prepare and furnish to the Association for its review and approval, a CERC operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of terms of reference for, and resources to be allocated to the entity to be responsible for coordinating and implementing the CERC Part (“Coordinating Authority”); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association’s policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;
- (b) afford the Association a reasonable opportunity to review said proposed CERC Operations Manual;
- (c) promptly adopt such CERC Operations Manual for the CERC Part as shall have been approved by the Association;
- (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior agreement by the Association (“CERC Operations Manual”).

2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has prepared and disclosed all safeguards documents required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such documents, and the Recipient has implemented any actions which are required to be taken under said documents.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five days (45) after the end of each calendar semester covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in Euros)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Eligible Expenditures for the PBCs for the PBCs under Parts 1.1, 1.2 and 1.4 of the Project	24,500,000		100%
(2) Eligible Expenditures for the PBCs under Part 1.3 of the Project	2,400,000		
(3) Goods, consulting services, non-consulting services, Training, and Operating Costs for Parts 2 and 4 of the Project	2,000,000	20,900,000	100%
(4) Goods, works, consulting services, non-consulting services, Training, and Operating Costs for Part 3 of the Project		2,900,000	100%
(5) Refund of Preparation Advances: (a) IDA V3180 (b) IDA V2750		200,000 300,000	Amount payable pursuant to Section 2.07(a) of the General Conditions
(6) Emergency Expenditures under Part 5 of the Project	0	0	100%
TOTAL AMOUNT	28,900,000	24,300,000	

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; or
- (b) for payments under Categories (1) and (4) each withdrawal shall be made only after the: (i) evidence of the establishment of the TSHIA pursuant to Section IV of this Agreement has been provided to the Association; and (ii) the Subsidiary Agreement has been adopted by the Recipient, through the Ministry of Health, Public Hygiene and Universal Access to Care and the TSHIA, in a manner acceptable to the Association.
- (c) for payments under Categories (1) and (2):
 - (i) each withdrawal shall be made only after the Association has received evidence acceptable to the Association in its form and content and following the requirements set forth in the Project Implementation Manual and the Disbursement and Financial Information Letter, confirming the achievement of the respective PBCs; and evidence, in form and content acceptable to the Association confirming that expenditures under the relevant Eligible Expenditures for the PBCs in an amount equal to at least the amount to be withdrawn under each Category in respect of each PBC, have been incurred, and that said expenditures have not been presented before to the Association as satisfactory evidence for withdrawals under this Agreement.
 - (ii) the Recipient may request withdrawals of the Association financing when the relevant expenditures have been incurred, but prior to the PBCs having been met, provided that the Recipient shall: (A) meet such PBCs no later than the Closing Date; and (B) submit to the Association evidence satisfactory to the Association of such PBCs having been met no later than the Disbursement Deadline Date.
 - (iii) If by or before the Disbursement Deadline Date the Recipient has failed to provide the Association evidence satisfactory to the Association that the PBC targets related to Categories (1) and (2) have been met, the Recipient shall, upon notice from the Association, promptly refund to the Association the Withdrawn Financing Balance related to such Categories (3) and (4). Except as the Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.

- (d) for payments under Category (6), for Emergency Expenditures under Part 5 of the Project, unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
- (i) the Recipient has determined that Eligible Crisis or Emergency has occurred, has furnished the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has prepared and disclosed all safeguards documents required for said activities, and the Recipient has fulfilled any actions which are required to be taken under said documents, all in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, for purposes of such activities;
 - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.E of Schedule 2 to this Agreement for the purposes of such activities; and
 - (iv) the Recipient has adopted an CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I.F of Schedule 2 to this Agreement so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.

2. The Closing Date is April 30, 2026.

Section IV. Other Undertakings

No later than six (6) months after the Effective Date, the Recipient shall provide evidence to the Association, acceptable to the Association of: (a) the issuance and approval of a Presidential Decree creating the integrated national health insurance entity, "Togo Social Insurance Agency ("TSHIA"), which shall absorb the existing entities such as *Institut National d'Assurance Maladie* ("INAM"); and (b) the establishment of a PIU within the TSHIA, in a manner acceptable to the Association.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15, commencing March 15, 2027 to and including September 15, 2058	1.5625%

* 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

Performance Based Conditions (PBC)

Category	Performance-Based Results	Amount of the Credit	Disbursement Calculation Formula
(1) PBC 1: People who have received essential health, nutrition, and population (HNP) services	PBR #1.1: A total number of people who have received essential health, nutrition, and population (HNP) services	US\$ 667,343	Baseline: 0 Target: 15,015,200 people Payment for reaching households with essential HNP services of every 100,000 people will be US\$4,444.
	PBR #1.2: Number of children immunized	US\$ 2,669,370	Baseline: 0 Target: 4,726,015 children under 5 years old Payment for reaching every 100,000 children for immunization will be US\$56,482.
	PBR #1.3: Number of deliveries attended by skilled health personnel	US\$ 2,002,027	Baseline: 57,917 Target: 318,634 pregnant women: Payment for reaching every 10,000 pregnant women with skilled birth attendance will be US\$62,831.
	PBR #1.4: Households visited by health workers, including CHWs	US\$ 1,334,684	Baseline: 0 Target: 3,336,711 households Payment for reaching every 100,000 households for home visits and durbars will be US\$40,000.
(2) PBC 2: Number of persons	PBR #2.1: Number of pregnant women	US\$ 641,266	Baseline: 0

registered onto the health insurance scheme	registered onto the health insurance scheme		Target: 318,634 pregnant women Payment for reaching every 10,000 pregnant women enrolled onto the health insurance scheme will be US\$20,125.
	PBR #2.2: Number of children under five registered onto the health insurance scheme	US\$ 3,046,015	Baseline: 0 Target: 1,056,403 children under 5 years old Payment for reaching every 10,000 children under 5 years old enrolled onto the health insurance scheme will be US\$28,834.
	PBR #2.3: Number of school aged children at age of 6-19 registered onto the health insurance scheme	US\$ 2,164,274	Baseline: 0 Target: 932,458 school aged children at age of 6-19 Payment for reaching every 10,000 school aged children enrolled onto the health insurance scheme will be US\$23,210.
	PBR #2.4: Number of rural populations registered onto the health insurance scheme	US\$ 2,164,274	Baseline: 0 Target: 1,700,419 people Payment for reaching every 10,000 rural populations enrolled onto the health insurance scheme will be US\$12,728.
(3) PBC3: Newly recruited staff deployed to the four most deprived regions	PBR #3.1: Newly recruited doctors deployed to the four most deprived regions	US\$ 1,171,200	Baseline: 0 Target: 300 doctors Payment for reaching every 10 doctors

			deployed will be US\$39,040.
	PBR #3.2: Newly recruited nurses, midwives and physician assistants deployed to the four most deprived regions	US\$ 1,756,800	Baseline: 0 Target: 4,580 nurses, midwives and physician assistants Payment for reaching every 100 nurses, midwives and physician assistants deployed will be US\$38,358.
(4) PBC 4: Tracer drug available at the primary healthcare level	PBR #4: Tracer drug available at the primary healthcare level	US\$ 15,015,200	Baseline: 46% Target: 75% Payment for increasing tracer drug availability by 10% will be US\$20,020.
TOTAL AMOUNT		US\$ 32,632,453	

APPENDIX

Definitions

1. “ICVA” or “Independent Counter-Verification Agency” means the verification agencies referred to in Section I.D of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Part” means Part 5 of the Project.
6. “Deployed Health Professional” means any doctors, nurses, midwives and physician assistants, in the Recipient’s territory, selected to participate in the Project, as set forth in the PIM.
7. “Disbursement Deadline Date” means the final date, established by the Association, for the receipt by the Association of applications for withdrawal and supporting documentation; according to the Disbursement Guidelines, this date may be the same as the Closing Date, or up to four months after the Closing Date.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated February 9, 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.
9. “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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

10. “Eligible Expenditures for the PBCs” means a set of defined expenditures that are eligible for financing as follows: (a) for Part 1.1: fuel and transportation for home visits and outreach, maintenance of motorbikes, maintenance of weighing scales, dry batteries, refreshment during outreach and community durbars, per diem, allowances for facilitators at community durbars, allowances for health workers, including community health workers and volunteers, renting of furniture and canopies, meeting package for quality review at the local government level; (b) for Part 1.2: Payment for premiums or contributions for households registered onto the social health insurance scheme among the poor and the vulnerable, which eligibility will be defined by the Safety Nets and Basic Social Services project, per diem and transportations; (c) for Part 1.3: hardship allowances, accommodation, school fees for children under the age of eighteen (18) in public institutions, relocation grant, monthly transport or fuel allowances, premiums for comprehensive health insurance above basic package, pre-and post-basic training for candidates from, *inter alia*, Kara, Savanes, Central and Plateau regions to attain nursing, midwifery and physician assistant first level degree qualification; and (d) for Part 1.4: payment for primary health care level medicines, infection prevention and non-drug consumables as defined in the PIM.
11. “Essential Medicines” means eligible quality essential medicines, available in the Participating Health Facilities in the Recipient’s territory, as detailed in the PIM, for purposes of Part 1.4 of the Project.
12. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
13. “INAM” means the Recipient’s *Institut National d’Assurance Maladie*, created pursuant to decree No 2011-034/PR.

14. “Operating Costs” means reasonable cost of eligible expenditures incurred by the Recipient in connection with the daily operation of the Project and which would not have been incurred absent the Project, including, *inter alia*, travel costs, accommodation and *per diem*, utilities, maintenance of offices and equipment, insurance, office supplies and materials, banking charges, vehicle maintenance and operation, communication, printing, costs related to strengthening communication and disseminating results (events, communication plans, publications), but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
15. “PBC” means Performance-Based Conditions, as referred to in Schedule 4 to this Agreement.
16. “Packages of Essential Health Services” means eligible essential health and nutrition services and activities, provided by Participating Health Facilities in the Recipient’s territory, as detailed in the PIM, for purposes of Part 1.1 of the Project.
17. “Participating Health Facility” means any health facility, including urban or rural primary care center or hospital, in the Recipient’s territory, selected to participate in the Project by means of a Payment Contract, as set forth in the PIM.
18. “Payment Contract” means a contract referred to in Section I.C of Schedule 2 to this Agreement.
19. “Preparation Advance” means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreements signed on behalf of the Association on May 9, 2019 and March 4, 2020 and on behalf of the Recipient on May 23, 2019 and March 31, 2020.
20. “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 and August 2018.
21. “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.
22. “Training” means expenditures (other than for consultants’ services) incurred in connection with the carrying out of training, seminars, and workshops under the Project, including, *inter alia*: logistics, the reasonable travel cost (including transportation and lodging), per diem of the trainers, and training materials.
23. “TSHIA” or “Togo Social Health Insurance Agency” means the Recipient insurance agency to be in charge of social health insurance in the Republic of Togo.