Disease Surveillance and Response in West Africa Multi-Donor Trust Fund
Grant Agreement

(Regional Disease Surveillance Systems Enhancement Project in West Africa (REDISSE) – ECOWAS Project under the First Phase of the REDISSE)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as Administrator of the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund

and

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

Dated 28 OCT, 2016
DISEASE SURVEILLANCE AND RESPONSE IN WEST AFRICA MULTI-
DONOR TRUST FUND GRANT AGREEMENT

AGREEMENT dated ______, 2016, entered into between the
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(“Bank”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”)
(the Bank and the Association collectively the “World Bank”), acting as administrator of
the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund (“DSRWA
Trust Fund”), and the ECONOMIC COMMUNITY OF WEST AFRICAN STATES
(“Recipient” or “ECOWAS”, as further defined in Section I of the Appendix to this
Agreement).

WHEREAS (A) the Recipient and certain West African countries have agreed to
participate in a program designed to strengthen weak human health, animal health, and
disaster response systems to improve the preparedness of the West Africa region to handle
future epidemics, and thereby minimize the national, regional, and potential global effects
of such disease outbreaks (“Regional Disease Surveillance Systems Enhancement Project
in West Africa” or “Program”);

(B) the Recipient, having satisfied itself as to the feasibility and priority of the
project (“Project” as described in Schedule 1 hereto) under the first phase of the Program,
has requested assistance from the resources under the DSRWA Trust Fund to finance part
of the cost of Parts 1.1(i) and 1.3 of the Project, and said request has been approved in
accordance with the rules and procedures governing the DSRWA Trust Fund;

(C) by a financing agreement to be entered into between the Association and
the Recipient (“ECOWAS”) (“ECOWAS Financing Agreement”, as further defined in
Section I of the Appendix to this Agreement), the Association intends to extend to the
Recipient a grant to assist the Recipient in financing part of the cost of activities related to
the Project on the terms and conditions set forth in the ECOWAS Financing Agreement;

(D) by a financing agreement to be entered into between the Republic of
Guinea (“Guinea”) and the Association (“Guinea Financing Agreement”, as further defined
in Section I of the Appendix to this Agreement), the Association intends to extend to
Guinea a financing to assist Guinea in financing part of the cost of activities related to the
Project on the terms and conditions set forth in the Guinea Financing Agreement;

(E) by a financing agreement to be entered into between the Republic of
Senegal (“Senegal”) and the Association (“Senegal Financing Agreement”, as further
defined in Section I of the Appendix to this Agreement), the Association intends to extend
to Senegal a financing to assist Senegal in financing part of the cost of activities related to
the Project on the terms and conditions set forth in the Senegal Financing Agreement;
by a financing agreement to be entered into between the Republic of Sierra Leone ("Sierra Leone") and the Association ("Sierra Leone Financing Agreement", as further defined in Section I of the Appendix to this Agreement), the Association intends to extend to Sierra Leone a financing to assist Sierra Leone in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Sierra Leone Financing Agreement; and

parts 1.1(i) and 1.3 of the Project will be carried out by the West African Health Organization ("WAHO", as further defined in Section I of the Appendix to this Agreement, or "Project Implementing Entity") with the Recipient’s assistance and, as part of such assistance, the Recipient will make the proceeds of the grant provided for under this Agreement available to WAHO as set forth in said Agreement.

WHEREAS the World Bank has also agreed, on the basis, inter alia, of the foregoing, to extend the grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and WAHO ("WAHO Project Agreement", as further defined in Section I of the Appendix to this Agreement).

NOW THEREFORE the World Bank and the Recipient hereby agree as follows:

ARTICLE I – STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral 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 Preamble or in Appendix to this Agreement.

ARTICLE II – THE PROJECT

2.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall cause Parts 1.1(i) and 1.3 of the Project to be carried out by WAHO in accordance with the provisions of Article II of the Standard Conditions and the WAHO Project Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the Recipient shall otherwise agree, the Recipient shall ensure that Parts 1.1(i) and 1.3 of the Project are carried out in accordance with the provisions of Schedule 2 to this Agreement.
ARTICLE III – THE GRANT

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed four million sixty four thousand one hundred sixty eight United States Dollars ($4,064,168) (“Grant”) to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

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

Article IV

Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The ECOWAS Financing Agreement shall have failed to become effective by December 31, 2017.

(b) A Participating Country or ECOWAS, as the case may be, has taken or permitted to be taken any action which would prevent or interfere with the performance by WAHO of its obligations under the WAHO Project Agreement.

(c) WAHO has failed to perform any obligation under the WAHO Project Agreement.

(d) The Bank or the Association has declared WAHO ineligible to receive proceeds of any financing made by the Bank or the Association, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by Bank or the Association (including as administrator of funds provided by another financier), as a result of: (i) a determination by Bank or the Association that WAHO has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by Bank or the Association; and/or (ii) a declaration by another financier that WAHO is ineligible to receive proceeds of financings made by such financier or otherwise to
participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that WAHO has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

(e) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that WAHO will be able to perform its obligations under the WAHO Project Agreement.

(g) WAHO's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of WAHO to perform any of its obligations under the WAHO Project Agreement.

(h) The World Bank has suspended in whole or in part the right of a Participating Country or ECOWAS, as the case may be, to make withdrawals, respectively, under the relevant Participating Country Financing Agreement or ECOWAS Financing Agreement.

(i) A Participating Country has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to the Bank or the Association: (i) under any agreement between such Participating Country and the Bank; or (ii) under any agreement between such Participating Country and the Association; or (iii) in consequence of any guarantee extended or other financial obligation of any kind assumed by the Bank or the Association to any third party with the agreement of such Participating Country.

ARTICLE V – EFFECTIVENESS; TERMINATION

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied:

(a) The execution and delivery of this Agreement, on behalf of the Recipient, and of the WAHO Project Agreement, on behalf of WAHO, have been duly authorized or ratified by all necessary governmental and corporate action.

(b) If the World Bank so requests, the condition, respectively, of the Recipient and WAHO, as represented or warranted to the World Bank at the date of this Agreement or the WAHO Project Agreement, as the case may be, has undergone no material adverse change after such date.
The Subsidiary Grant Agreement referred to in Section I.B of Schedule 2 to this Agreement has been executed on behalf of the Recipient and WAHO.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient or WAHO, as the case may be, showing the following matters:

(a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;

(b) on behalf of WAHO, that the WAHO Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and

(c) the Subsidiary Grant Agreement referred to in Section I.B of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and WAHO and is legally binding upon each such party in accordance with its terms.

5.03. Except as the World Bank and the Recipient shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
ARTICLE VI – RECIPIENT’S REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its President.

6.02. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex: Facsimile:
248423 (MCI) or (1)-202-477-6391
64145 (MCI)

6.03. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Economic Community of West African States
101, Yakubu Gowon Crescent
Asokoro District
P.M.B.401
Abuja
Federal Republic of Nigeria

Facsimile:
(234)(9)3147646
AGREED at Abidjan, Côte d'Ivoire, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as administrator of the Disease Surveillance and
Response in West Africa Multi-Donor Trust Fund

By

Authorized Representative

Name: __________________________

Title: __________________________

28 OCT. 2016

ECONOMIC COMMUNITY OF WEST AFRICAN
STATES

By

Authorized Representative

Name: Dr. Xavier Crespin

Title: DG/DOAS/CEDEAO

représentant le président de
la Commission de la CEDEAO

28 OCT. 2016
SCHEDULE 1

Project Description

The objectives of the Project are: (i) to strengthen national and regional cross-sectoral capacity for collaborative disease surveillance and epidemic preparedness in West Africa, thereby addressing systemic weaknesses within the animal and human health systems that hinder effective disease surveillance and response; and (ii) in the event of an Eligible Emergency, to provide immediate and effective response to said Eligible Emergency.

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

Part 1: Surveillance and Information Systems

Carrying out a program aimed at strengthening the human and animal disease surveillance systems of the Participating Countries and developing regional interconnected human and animal platforms to promote collective action, cross-border and cross-sectoral collaboration in surveillance, and encompassing the provision of goods, consultants’ services and Training and the financing of Operational Costs as required for:

1. coordinated support to community-level surveillance systems and processes across the animal and human health sectors, by means of: (i) the strengthening by WAHO and by the Participating Countries of the community-level surveillance structures, including centers for epidemiological surveillance, and processes where gaps exist for detecting events in communities (human and animal); and (ii) the development and implementation by each Participating Country of a plan aimed to ensure adequate territorial coverage for surveillance from the community to the central level;

2. development by the Participating Countries of their capacity for interoperable surveillance and reporting systems, entailing: (i) the assessment of existing national human and animal health surveillance systems and networks for prioritization of interventions within and across key sectors; (ii) the review and update of the Participating Countries’ national and regional disease priorities, and the review and development of harmonized guidelines, protocols and tools to enhance surveillance and reporting processes at national and regional levels; (iii) the development at national and regional levels of common and harmonized methodologies and protocols (applicable to both public and private actors involved in disease surveillance) for efficient flow and utilization of surveillance data; (iv) the development of the required information communication and
technology infrastructure to facilitate cross-sectoral interoperability of surveillance and reporting systems at the national and regional level; and (v) the improvement of procedures and of information and communications technology with a view to establish the necessary linkage of surveillance and reporting systems to national incidence management systems; and

3. establishment by WAHO and by the Participating Countries of an early warning system for infectious disease trends prediction, comprising the use of geographic information system techniques to study infectious disease patterns and make predictions on evolution of disease outbreaks (including zoonosis) and to identify potential high risk areas for disease outbreaks in the region, including provision of support in monitoring trends that occur in infectious diseases and the impact of climate change on infectious disease outbreaks in the West Africa region.

Part 2: Strengthening of Laboratory Capacity

Carrying out of a program aimed at: (i) strengthening the existing networks in the Participating Countries of efficient, high quality, accessible public health and veterinary laboratories for the diagnosis of infectious human and animal diseases; and (ii) establishing by WAHO of a regional networking platform to improve collaboration for laboratory investigation and strengthen the necessary linkages of public health laboratory networks with existing private laboratory networks to improve laboratory practices across countries in the West Africa region, ensuring such laboratory networks are cost-efficient and properly integrate disease surveillance thereby complying with the International Health Regulations and OIE international standards, all through the provision of works, goods, consultants' services and Training and the financing of Operational Costs as required for:

1. upgrading of the Participating Countries' network of laboratory facilities, encompassing: (i) the assessment of the existing human and animal health laboratory facilities and networks with a view to prioritize interventions; (ii) construction, refurbishment and renovation of selected facilities and the provision of supplies and equipment to expand laboratories services and enhance biosafety and biosecurity; (iii) support for improved supply chain management through the establishment of efficient inventory tracking and management systems; (iv) technical support for integrated laboratory information systems and the interoperability with disease surveillance and reporting systems; and (v) the strengthening of quality assurance systems for diagnostic services;

2. improvement by the Participating Countries of data and specimen management, encompassing: (i) the strengthening of the competencies of laboratory personnel to analyze and use laboratory surveillance data and laboratory data management systems to 'report up' and 'report down'
more effectively and the achievement, to its fullest extent, of interoperability between data management systems; and (ii) strengthening of specimen management, including the streamlining of their laboratory specimen referral process through the use of sub-national laboratories to their fullest extent, and the improvement of efficiency of specimen transport and disposal systems; and

3. carrying out of a program aimed to enhance the regional reference laboratory networking function, and including: (i) the identification and strengthening by the Participating Countries of institutions to provide specialized laboratory services and diagnostic techniques to the region, including Training and technical support; (ii) the strengthening by WAHO of regional networking and information sharing between Participating Countries through a common information platform; and (iii) the harmonization by WAHO of laboratory quality assurance policies across countries in the West Africa region on the basis of international standards, notably through the development of common standards, quality assurance systems, procedures and protocols, the introduction of peer review mechanisms, the application of the five-step accreditation process of the WHO's regional office for Africa and support of the accreditation of laboratories, the carrying out of an external quality assessment on interlaboratory among the Participating Countries, and recruitment of additional personnel to provide mentorship to laboratories.

Part 3: Preparedness and Emergency Response

Carrying out of a program in support of national and regional efforts to enhance infectious disease outbreak preparedness and response capacity by improving local, national and regional capacities to prepare for disease outbreaks and other forms of public health emergencies in humans and animals, and to respond effectively to disease outbreak threats (including the resulting mortality risks posed by infectious diseases), and involving the development of adequate policies, legislation and detailed operational planning for early response mechanisms and multidisciplinary rapid response teams at both national and regional level, and encompassing the provision of goods, consultants’ services, Training and the financing of Operational Costs as required for:

1. (i) enhancement of the Participating Countries’ cross-sectoral coordination and collaboration capacity for preparedness and response, by supporting the Participating Countries in developing, testing and updating contingency plans for major predicted health hazards including infectious disease outbreak and other forms of public health events, encompassing: (A) the development, upgrading and testing by the Participating Countries of operational communication mechanisms, the development of risk communication strategies, and Training of spokespersons and, on the basis thereon, carrying out of partnership building and capacity development
activities (including partnership with the private sector) for outbreak preparedness and disaster risk management at the community, district, national and regional level; and (B) the preparation and test-run of communication materials by the Participating Countries prior to an outbreak, thereby ensuring local acceptance and understanding of contents; (C) improvement and harmonization of the Participating Countries’ policies, legislations, and operating procedures to ensure suitable representation from all relevant sectors, including environment, customs/immigration, education, law enforcement; and (D) the study of the establishment by the Participating Countries of national financing mechanisms to ensure swift mobilization of resources for animal health and public health emergencies; and (ii) strengthening of WAHO’s regional coordination functions, including identification of best practices and lessons sharing across the West Africa region and mobilization of resources for emergency response;

2. strengthening of the Participating Countries’ emergency operations centers for emergency response and surge capacity at the national and regional levels with an aim of ensuring the adequate implementation of established control measures under national and regional emergency response plans at the community, district, national and regional level, and entailing: (i) the establishment and management by the Participating Countries of a database of multidisciplinary rapid response teams for rapid deployment, ensuring they are adequately equipped and trained; (ii) the development and management by WAHO of regional stockpiling mechanisms (virtual and physical) to ensure availability of supplies during an emergency response; and (iii) the study and testing by WAHO and the Participating Countries of mechanisms for the swift mobilization and deployment of resources in response to major infectious disease outbreaks to limit the need for reallocation of resources and the consequent burden on the health system; and

3. provision by the Participating Countries of immediate response to an Eligible Emergency, as needed.


Development of the Participating Countries’ institutional capacity for planning and managing continuing workforce training, leveraging on existing training structures and programs across countries in the West Africa region, through the provision of goods, consultants’ services and Training and the financing of Operational Costs as required for:

1. strengthening the Participating Countries’ capacity for health workforce mapping, planning and recruitment with a view to build their long-term
capacity for improved management of human resources, and encompassing: (i) the assessment of the current workforce in terms of quantity, geographical distribution and capacity; (ii) strengthening of the Participating Countries’ capacity for human resource management for disease surveillance and response; (iii) capacity building to recruit health workers and create an incentive environment which encourages skilled individuals to join the public sector; and (iv) delivery of public sector activities using private actors, including, *inter alia*, logistic and supply chain management, training, and laboratory services; and

2. enhancement of the Participating Countries’ capacity for health workforce training, motivation and retention, entailing the assessment of the Participating Countries’ institutional capacity for planning and managing workforce training programs (public and private actors) and, on the basis thereof, provision of the technical assistance required for improved efficiency for surveillance, preparedness and response.

Part 5: Institutional Capacity Building, Project Management, Coordination and Advocacy

Provision of holistic support for Project management, including its fiduciary aspects, monitoring (including of safeguard mitigation measures) and evaluation, knowledge generation and management, communication, as well as for critical cross-cutting institutional support in the Participating Countries and at WAHO and RAHC, and encompassing the provision of works, goods, consultants’ services and Training and the financing of Operational Costs as required to:

1. assist the Participating Countries in: (i) strengthening the capacities of the national and regional institutions to efficiently perform core Project management functions, including operational planning, financial management, procurement arrangements, and environmental and social safeguards policies; (ii) enhancing their monitoring and evaluation systems, including routine health management and information systems and other data sources; (iii) managing the operational research program implemented by their national and regional institutions; (iv) designing and implementing impact evaluation studies to measure impact of Project interventions; (v) coordinating the roles of their existing national and regional institutions to better support the planned Project activities; and (vi) generating data on their animal and human health activities with a view to guide and calibrate investments; and

2. enhance the provision of services by WAHO, RAHC and other cross-cutting regional and international institutions or organizations relevant to animal and human health sector development, in particular through: (i) the carrying out of capacity gap analysis (including staffing, skills, equipment, systems, and other variables); (ii) the identification of potential synergies
and cross-fertilization possibilities among various operations pertaining to disease surveillance and response, using a progressive pathway for One Health operationalization at country level, supported by regional institutions; (iii) the upgrading of national public health institutions; and (iv) support to greater engagement and coordination of the Participating Countries in regional decision- and policy-making processes in ECOWAS as well as among regional public and non-public organizations.
SCHEDULE 2

Execution of Parts 1.1(i) and 1.3 of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall provide overall guidance and direction on regional coordination to the Regional Steering Committee, in which meetings it can participate as a member.

B. Subsidiary Grant Agreement

1. To facilitate the carrying out of Parts 1.1(i) and 1.3 of Project, the Recipient shall make the proceeds of the Grant available to WAHO on a grant basis under a subsidiary grant agreement to be entered into between the Recipient and WAHO, under terms and conditions approved by the World Bank, which shall include, inter alia, a delegation of authority from the Recipient to WAHO valid through Project implementation to carry out all the procurement goods, non-consulting services and consultants services pursuant to the provisions of Section III of this Schedule, regardless of the value of the contract involved and above any limit set forth in the Recipient's regulations on procurement ("Subsidiary Grant Agreement").

2. The Recipient shall exercise its rights under the Subsidiary Grant Agreement in such manner as to protect the interests of the World Bank and the Recipient and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

The Recipient shall take all action required on its behalf to ensure that Parts 1.1(i) and 1.3 of the Project are implemented in accordance with the provisions of the Environmental and Social Management Framework and the applicable Environmental and Social Management Plan, Waste Management Plan, Integrated Pest and Vector Management Plan and/or Healthcare Waste Management Plan, as the case may be, of the Participating Country in whose territory the Project activities are being carried out, all in a manner satisfactory to the World Bank.
E. Project Implementation Manual

The Recipient shall take all action required to cause WAHO to carry out Parts 1.1(i) and 1.3 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual.

F. Donors Visit

For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Grant.

Section II. Project Monitoring, Reporting and Evaluation

A. Project and Completion Reports

1. The Recipient shall cause WAHO to monitor and evaluate the progress of Parts 1.1(i) and 1.3 of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the Regional Monitoring and Evaluation Indicators. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than two (2) months after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than four (4) months after the Closing Date.

B. Mid-Term Review

The Recipient shall cause WAHO:

(a) to maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Regional Monitoring and Evaluation Indicators, the carrying out of Parts 1.1(i) and 1.3 of the Project and the achievement of the objectives thereof;

(b) to prepare, under terms of reference satisfactory to the Association, and to furnish to the World Bank, on or about September 30, 2020, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Parts 1.1 (i) and 1.3 of the Project and the achievement of the objectives thereof during the period following such date; and
(c) to review with the World Bank, on or about December 31, 2020, or such later date as the World Bank shall request, the report referred to in the preceding paragraph (b), and, thereafter, to take all measures required to ensure the efficient completion of Parts 1.1(i) and 1.3 of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the World Bank’s views on the matter.

C. Financial Management; Financial Reports; Audits

1. The Recipient shall maintain or cause to be maintained by WAHO, a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the World Bank not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods and Non-consulting Services. All goods and non-consulting services required for Parts 1.1(i) and 1.3 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for Parts 1.1(i) and 1.3 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. Particular Methods of Procurement of Goods and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (i) Limited International Bidding; (ii) Shopping; (iii) Direct Contracting; and (iv) Procurement from United Nations Agencies.

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (i) Quality-based Selection; (ii) Selection under a Fixed Budget; (iii) Least Cost Selection; (iv) Selection based on Consultants’ Qualifications; (v) Single-source Selection of consulting firms; (vi) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (vii) Single-source procedures for the Selection of Individual Consultants.; and (viii) Selection of United Nations Agencies.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training, and Operational Costs under Part 1.1 (i) of the Project (including centers for epidemiological surveillance)</td>
<td>2,888,168</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants’ services, Training, and Operational Costs under Parts 1.3 of the Project</td>
<td>1,180,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>4,068,168</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $400,000 may be made for payments made twelve (12) months prior to this date for all Eligible Expenditures.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2020.
APPENDIX

Section I. Definitions


2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


4. "ECOWAS" means the Economic Community of West African States (Communauté économique des États de l'Afrique de l'Ouest), a regional organization established on May 28, 1975, by the "Treaty of Lagos" with the mandate of promoting economic integration in all fields of activity of the constituting countries, and whose member states are Benin, Burkina Faso, the Republic of Cape Verde, Côte d'Ivoire, the Republic of The Gambia, Ghana, Guinea, the Republic of Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, and Togo.

5. "Eligible Emergency" means an event that has caused, or is likely to imminently cause, a major health adverse economic and/or social impact to a Participating Country, associated with a natural or man-made crisis or disaster.

6. "Environmental and Social Management Framework" or "ESMF" means, each, the environmental and social safeguard framework adopted a Participating Country which: (i) sets forth the standards, methods and procedures specifying how activities under the Project whose location, number and scale are presently unknown shall systematically address environmental, social and waste issues in the screening and categorization, siting, design, implementation and monitoring phases during Project implementation; (ii) systematizes the environmental, social and waste impact assessments, be they limited impact assessments or full impact assessments, required for such activities before Project execution; and (iii) stipulates the procedures to be used by the Participating Country for the preparation and approval of a site-specific Environmental and Social Management Plan (as hereinafter defined) and/or Waste Management Plan (as hereinafter defined) for any site where there exists environmental, social, and waste management issues of a type and scale sufficient to trigger safeguard concerns.
"Environmental and Social Management Plan" or "ESMP" means, each, a site-specific environmental and social management plan to be prepared by a Participating Country in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

"Fiscal Year" and "FY" means, each, the twelve (12) month period corresponding to any of the Recipient's or WAHO's fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.

"Guinea Financing Agreement" means the financing agreement for activities related to the Project to be entered into between Guinea and the Association, as such financing agreement may be amended from time to time. "Guinea Financing Agreement" includes all appendices, schedules and agreements supplemental to the Guinea Financing Agreement.

"Healthcare Waste Management Plan" and "HCWMP" means, each, the report prepared, consulted upon and disclosed in the country by a Participating Country, identifying and assessing the potential impacts from medical waste of the activities to be undertaken under the Project, evaluating the alternatives therefor, and designing a set of guidelines to properly handle medical waste from collection, transportation, storage and disposal, and appropriate mitigation, management, and monitoring measures to be followed when implementing such guidelines.

"Integrated Pest and Vector Management Plan" or "IPVMP" means, each, the report prepared, consulted upon and disclosed in the country by a Participating Country, identifying the mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under the Project to promote and support safe, effective, and environmentally sound pest management aimed at controlling pests primarily through environmental methods and, where not effective, through the use of pesticides for control of disease vectors.

"International Health Regulations" means the international legal instrument, binding on all members of the WHO (as hereinafter defined), which defines the rights and obligations of countries to report public health events, thereby helping the international community prevent and respond to acute public health risks that have the potential to cross borders and threaten people worldwide.

"OIE" means The World Organization for Animal Health, the intergovernmental organization responsible for improving animal health worldwide.
14. "One Health" means the concept that the health of animals, the health of people, and the viability of ecosystems are inextricably linked.

15. "Operational Costs" means the expenditures incurred by the Recipient to finance: (i) the salaries of locally contracted support staff of WAHO (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the said staff to perform their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone) and maintenance of equipment; (v) rental expenses and utilities; (vi) building security and maintenance; (vii) translation services, photocopies and publications; (viii) bank commissions; and (ix) utilities and office supplies.

16. "Participating Countries" means collectively the Participating Countries, being Guinea, Senegal and Sierra Leone, and "Participating Country" means individually each and any of the Participating Countries.

17. "Participating Country Financing Agreement" means a financing agreement between a Participating Country and the Association for activities related to the Project under the first phase of the Program, as such agreement may be amended from time to time, and including all appendices, schedules and agreements supplemental thereto; and "Participating Countries Financing Agreements" means collectively the Participating Countries Financing Agreements.


19. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated May 18, 2016, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

20. "Project Implementation Manual" means the Recipient’s set of guidelines and procedures to be updated by WAHO for the purpose of implementing Parts 1.1(i) and 1.3 of the Project, including in the areas of monitoring and evaluation, coordination, financial management (including financial, administrative and accounting procedures, procurement, internal controls and audits), environment and social safeguards, and other provisions related to the institutional organization of the Project, as such guidelines and procedures may be amended from time to time with the prior written agreement of the Association.

21. "Project Implementing Entity" means WAHO.
22. "Project Management Unit" means the management unit within WAHO in charge of the day-to-day management, implementation, coordination, monitoring and evaluation of the Project, with powers, functions and personnel satisfactory to the World Bank, as further detailed in the Project Implementation Manual.

23. "WAHO’s Legislation" means the Recipient’s Protocol A/P2/7/87 on “THE ESTABLISHMENT OF THE WEST AFRICAN HEALTH ORGANISATION” (dated July 9, 1987, as amended) and the Recipient’s rules and regulations which have been applied by WAHO and have, thereby, become part of WAHO’s legal, administrative and financial framework.

24. “RAHC” means the Regional Animal Health Center (Centre Régional de Santé Animale), ECOWAS’ specialized agency for animal health based in Bamako.

25. "Regional Monitoring and Evaluation Indicators" means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual to be utilized by WAHO to measure the progress in the implementation of Parts 1.1(i) and 1.3 of the Project and the degree to which the objectives thereof are being achieved.

26. "Regional Steering Committee" means the committee within WAHO responsible for regional coordination of the Project and host of the regional secretariat of the Project, and referred to in Section I.A.2 of the Schedule to the WAHO Project Agreement (as hereinafter defined).

27. “Senegal Financing Agreement” means the financing agreement for activities related to the Project to be entered into between the Republic of Senegal and the Association, as such financing agreement may be amended from time to time. “Senegal Financing Agreement” includes all appendices, schedules and agreements supplemental to the Senegal Financing Agreement.

28. “Sierra Leone Financing Agreement” means the financing agreement for activities related to the Project to be entered into between Sierra Leone and the Association, as such financing agreement may be amended from time to time. “Sierra Leone Financing Agreement” includes all appendices, schedules and agreements supplemental to the Sierra Leone Financing Agreement.


30. “Subsidiary Grant Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to WAHO.
31. “Training” means expenditures incurred by the Recipient to finance the cost under Parts 1.1(i) and 1.3 of the Project of: (i) the training received or provided in-country or abroad, including its fees and the pedagogical materials; and (ii) the travel, accommodations, per diem and insurance for the training received or provided locally or abroad.

32. “WAHO Project Agreement” means the agreement between the World Bank and the WAHO relating to the implementation of Parts 1.1(i) and 1.3 of the Project, as such agreement may be amended from time to time. “WAHO Project Agreement” includes the Standard Conditions as applied to the WAHO Project Agreement, and all appendices, schedules and agreements supplemental to the WAHO Project Agreement.

33. “Waste Management Plan” or “WMP” means, each, a site-specific management plan to be prepared by a Participating Country in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under the Project to manage human and/or animal waste from its inception to its final disposal, and including the collection, transport, treatment, recycling and disposal of waste, and the monitoring and regulatory measures to be followed for waste management.

34. “West African Health Organization” and “WAHO” means, each, the regional health specialized institution established and operating within the legal, administrative and financial framework of ECOWAS pursuant to the Protocol A/P2/7/87 on “THE ESTABLISHMENT OF THE WEST AFRICAN HEALTH ORGANISATION” (dated July 9, 1987, as amended) and whose objective consists of the attainment of the highest possible standard and protection of health of the peoples in the sub-region through the harmonization of the policies of its member states, pooling of resources, and cooperation with one another and with others for a collective and strategic combat against the health problems of the sub-region.

35. “WHO” means the World Health Organization, a specialized agency of the United Nations that is concerned with international public health and whose objective is the attainment by all peoples of the highest possible level of health.

Section II. Modifications to the Standard Conditions

The Standard Conditions are hereby modified as follows:

1. The provisions of Section 4.02 (j) of the Standard Conditions are modified to read as follows:

   ... (j) Ineligibility. IBRD or IDA has declared the Recipient (other than the Member Country) ineligible to receive proceeds of any financing made by IBRD
or IDA or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA, as a result of: (i) a determination by IBRD or IDA that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Recipient is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

2. Paragraphs 17 and 18 of the Appendix (Definitions) are modified to read as follows:

"17. "Member Country" means the member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term "Member Country" and "Recipient" refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, "Member Country" refers separately to each such member.

18. "Project" means the Project for which the Grant is made. If the Project is carried out in the territory of more than one Member Country, "Project" refers separately to the Project of each such Member."

Section III. Modifications to the Anti-Corruption Guidelines

The Anti-Corruption Guidelines are hereby modified as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

"... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."
2. Section 11(a) is modified to read as follows:

"... (a) sanction in accordance with prevailing Bank's sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."

Footnotes:

"13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank's sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."

"14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines."

"15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank's website and otherwise be made known to staff and other stakeholders."