Financing Agreement

(Burundi COVID-19 Preparedness and Response Project)

between

THE REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D616-BI
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between THE REPUBLIC OF BURUNDI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). 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, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to three million and seven hundred thousand Special Drawing Rights (SDR 3,700,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall carry out 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 Effectiveness Deadline is the date ninety days (90) days after the Signature Date.

4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister in charge of finance, budget and cooperation for economic development.

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

Minister of Finance, Budget and Cooperation for Economic Development
Ministry of Finance, Budget and Cooperation for Economic Development
Bujumbura, Republic of Burundi; and

(b) the Recipient’s Electronic Address is:

Telex:
MINIFINBDI

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.

THE REPUBLIC OF BURUNDI

By

[Signature]

Authorized Representative

Name: Damibien NAGRABWAYO
Title: Minister of Finance
Date: 2020.04.14

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: VERONIQUE KARONGE
Title: Country Manager
Date: April 14th, 2020
SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in Burundi.

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


Providing immediate support to prevent COVID-19 from arriving or limiting local transmission through containment strategies, including the following:

A. Enhancing case detection, confirmation, tracing, recording and reporting through inter alia: (i) strengthening disease surveillance systems, public health laboratories, and epidemiological capacity for early detection and confirmation of cases; (ii) combining detection of new cases with active contact tracing; (iii) supporting epidemiological investigation; (iv) strengthening risk assessment; (v) providing on-time data and information for guiding decision-making, response and mitigation activities; and (vi) strengthening the Recipient’s health management information system to facilitate recording and on-time virtual sharing of information.

B. Strengthening the Recipient’s health system through inter alia: (i) purchasing of necessary equipment, materials and medicine, when available, for isolation and treatment centers, (ii) strengthening capacity of selected health staff; (iii) purchasing of materials and equipment to treat severe respiratory distress; (iv) supporting the establishment and operationalization of treatment units for severe cases in referral hospitals, including for purchase of equipment and review of standard operating procedures; (v) purchasing of IPC/WASH and disinfection kits in selected health facilities, (vi) acquisition of personal protective equipment for selected health facilities and entry points; (vii) capacity building of selected staff; (viii) provision of technical assistance to support the monitoring and data collection tools at selected health facilities and quarantine facilities; and (ix) carrying out of civil works to build and rehabilitate selected buildings, as well as purchasing necessary equipment for their operationalization.
Part 2: Supporting National and Sub-national Institutions for Prevention and Preparedness

Supporting the Recipient’s national plan for prevention and preparedness for COVID-19, through; *inter alia*:

A. Enhancing the coordination of the fight against COVID-19 and other endemo-epidemics by: (i) strengthening the functioning of the National Health Emergency Steering Committee for preparation and response to COVID-19 as well as the Recipient’s rapid intervention team; and (ii) supporting the establishment and operationalization of the Public Health Emergency Operations Center, including for the organization of simulation exercises.

B. Providing materials, equipment and reagents to the Recipient’s national institute of public health to enhance its capacity to respond to COVID-19 and other endemo-epidemics diagnostic.

C. Enhancing the laboratory diagnostic capacity in identified regional and district hospitals, by: (i) configuration of existing GeneXpert devices, (ii) purchasing of triple packaging boxes for secure transport of samples, (iii) Training of selected health personnel on packaging, labeling and shipping of infectious samples; and (iv) provision of transfer costs of samples to the WHO and Africa CDC referral laboratories.

Part 3: Community Engagement and Risk Communication

Supporting the Recipient’s efforts to rebuild community and citizen engagement, including through:

A. Provision of necessary Training and capacity building activities to selected health staff for surveillance efforts of COVID-19.

B. Development of a risk communication and community engagement plan.

Part 4: Project Implementation and Monitoring

A. Supporting the Recipient in project implementation and management including for: (i) support for procurement, financial management, environmental and social risk management, monitoring and evaluation, and reporting; (ii) recruitment and Training of necessary staff; and (iii) Operating Costs.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall carry out the Project through the Ministry of Health ("MoH") and shall take all actions including the provision of funding, personnel and other resources necessary to enable the MoH to perform its functions.

2. The Recipient, through MoH, shall maintain, the Project Implementation Unit ("MoH PIU"), to be in charge of overall Project implementation, and with composition, mandate, staffing and other resources satisfactory to the Association, all in accordance with the provisions of the Project Implementation Manual. To this end, the Recipient shall no later than one (1) month after the Effective Date, appoint and maintain, throughout Project Implementation, a Project technical focal point and an additional environmental and social specialist, both with experience and terms of reference, acceptable to the Association.

3. The Recipient, shall maintain, within the MoF, the Project Coordination Unit ("PCU"), to be in charge of overall Project coordination and financial management, and with composition, mandate, staffing and other resources satisfactory to the Association, all in accordance with the provisions of the Project Implementation Manual.

4. In order to ensure proper oversight of the Project and coordination among the Recipient’s ministries and agencies involved in the Project, the Recipient, through the MOH, shall maintain at all times during the implementation of the Project, the Steering Committee with composition and mandate acceptable to the Association. To this end, the Steering Committee shall meet at least biannually, approve Work Plans and Budgets, oversee Project Implementation, and provide overall guidance

B. Implementation Covenants

1. Project Implementation Manual

(a) The Recipient shall by no later than one (1) month, after the Effective Date, develop and adopt a Project implementation manual ("Project Implementation Manual") containing detailed guidelines and procedures for the implementation of the Project, including with respect to: administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, personal data collection and processing in accordance
with the applicable WHO and national guidelines, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Association.

(b) The Recipient shall carry out the Project in accordance with the Project Implementation Manual.

(c) The Recipient shall ensure that the Project Implementation Manual is not amended, suspended, repealed or abrogated without the prior written approval of the Association.

(d) In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

2. Work Plans and Budget

For purposes of implementation of the Project, the Recipient shall:

(a) by no later than one (1) month after the Effective Date, prepare a draft work plan and budget for Project implementation, setting forth, inter alia: (i) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (ii) the sources and proposed use of funds therefor; (iii) procurement and environmental and social safeguards arrangements therefor, as applicable and; (iv) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity;

(b) promptly furnish the draft work plan and budget to the Association for its review, and promptly thereafter finalize the draft work plan and budget, taking into account the Association’s comments thereon; and

(c) thereafter adopt and carry out such draft work plan and budget for the relevant period as shall have been agreed with the Association (“Work Plan and Budget”), as such plan may be subsequently revised or updated with the prior written agreement of the Association.

C. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

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

(a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

(b) sufficient funds are available to cover the costs of implementing the ESCP;

(c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

(d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall ensure that:

(a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities, as applicable, to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month 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 11 of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditure; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, Operating Costs, Training, non-consulting services, and consulting services for the Project</td>
<td>3,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,700,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed 367,000 SDR may be made for payments made prior to this date but on or after March 1, 2020 for Eligible Expenditures.

2. The Closing Date is June 30, 2021.
APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2. “Africa CDC” means a specialized technical institution of the African Union established to support public health initiatives of Member States and strengthen the capacity of their public health institutions to detect, prevent, control and respond quickly and effectively to disease threats.

3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.


5. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 8, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.


8. “GenXpert” means GeneXpert® Systems

9. “Ministry of Health” or “MoH” means the Recipient’s ministry in charge of health, or any successor thereto.

10. “MoH PIU” means the project implementation unit established within MoH, in charge of the implementation of the Project.

11. “MoF” means the Recipient’s ministry in charge of finance, or any successor thereto.

12. “MPA Program” means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.

13. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted employees, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.

14. “PCU” means the unit established within MoF, in charge of overall Project coordination.

15. “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.

16. “Project Implementation Manual” means the manual adopted under the Great Lakes Trade Facilitation Project (P155329), as updated by virtue of Section 1.B of Schedule 2 of this Agreement.

17. “Public Health Emergency Operations Center” means a center with a coordination mechanism, led by the Ministry of Health, for managing the COVID-19 pandemic.

18. “Steering Committee” means the Recipient’s National Health Emergency Steering Committee which has responsibility for overall coordination of the implementation and monitoring of the national COVID-19 plan and which will also provide strategic guidance for overall project implementation.
19. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

20. "Training" means the reasonable costs associated with training under the Project, based on the relevant Annual Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.