Financing Agreement

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

Between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 31, 2016
FINANCING AGREEMENT

AGREEMENT dated August 31, 2016, entered into between the REPUBLIC OF SENEGAL ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

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 I hereto) under the first phase of the Program, has requested the Association to assist in the financing of the Project;

(C) 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 will 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;

(D) 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 will 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;

(E) by a financing agreement to be entered into between the Association and the Economic Community of West African States ("ECOWAS") ("ECOWAS Financing Agreement", as further defined in Section I of the Appendix to this Agreement), the Association will extend to ECOWAS a grant to assist ECOWAS in financing part of the cost of activities related to the Project on the terms and conditions set forth in the ECOWAS Financing Agreement;

(F) Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 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 ECOWAS's assistance and, as part of such assistance, ECOWAS will make the
proceeds of the grant provided for under the ECOWAS Financing Agreement available to WAHO as set forth in said Agreement; and

(G) certain donors intend to make available financial assistance to ECOWAS under the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund in an amount equivalent to twelve million three hundred twenty thousand Dollars ($12,320,000) ("Co-financing", as further defined in Section I of the Appendix to this Agreement) to assist ECOWAS in financing part of the cost of Parts 1.1(i) and 1.3 of the Project on the terms and conditions set forth in the co-financing agreement to be entered into between the International Bank for Reconstruction and Development ("Bank") and the Association, acting as administrators of the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund, and ECOWAS ("Co-financing Agreement", as further defined in Section I of the Appendix to this Agreement).

WHEREAS the Association has also agreed, on the basis, inter alia, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE 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) 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 General Conditions or in the Preamble or in Appendix to this Agreement.

ARTICLE II — CREDIT

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount of twenty six million and four hundred thousand Euros (EUR 26,400,000) ("Credit") to assist in financing the Project.

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

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Credit Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of
1%) per annum plus the Basis Adjustment; and (b) three-fourths of one percent (3/4 of 1%) per annum.

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

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project through the MoHSA in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project are carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

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

(b) The Association 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.

ARTICLE V — TERMINATION

5.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

5.02. For purposes of Section 8.05(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 date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the minister in charge of finance.

6.02. The Recipient’s Address is:

Ministry of Economy, Finance and Planning
Rue René N’diaye
B.P. 4017
Dakar
Republic of Senegal

Telex: Fascimile:
3203 G (221) 33-821-1630

6.03. The Association’s Address is:

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

Telex: Facsimile:
248423 (MCI) (1) 202-477-6391
AGREED at Washington D.C., USA, as of the day and year first above written.

REPUBLIC OF SENEGAL

By

Authorized Representative

Name: H.E. Babacar Diagne
Title: Ambassador, Republic of Senegal

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Louise J. Cord
Title: Country Director for Senegal
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 Recipient 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 the Recipient of a plan aimed to ensure adequate territorial coverage for surveillance from the community to the central level;

2. development by the Recipient of its 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 Recipient’s 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 Recipient 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 Recipient's 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 Recipient 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 its 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 Recipient 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 inter-laboratory 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 Recipient 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 Recipient 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; (B) the preparation and test-run of communication materials by the Recipient prior to an outbreak, thereby ensuring local acceptance and understanding of contents; (C) improvement and
harmonization of the Recipient’s 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 Recipient 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 Recipient’s 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 Recipient 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 Recipient 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 Recipient of immediate response to an Eligible Emergency, as needed.


Development of the Recipient’s 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 Recipient’s capacity for health workforce mapping, planning and recruitment with a view to build its 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 Recipient’s 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 Recipient’s capacity for health workforce training, motivation and retention, entailing the assessment of the Recipient’s 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 Recipient in: (i) strengthening the capacities of its 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 its monitoring and evaluation systems, including routine health management and information systems and other data sources; (iii) managing the operational research program implemented by its national and regional institutions; (iv) design and implementation of impact evaluation studies to measure impact of Project interventions; (v) coordinating the roles of its existing national and regional institutions to better support the planned Project activities; and (vi) generating data on its 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

Project Execution

Section I. Implementation Arrangements

A. Institutional Responsibilities

1. The Ministry of Health and Social Action

The Recipient, through its MoHSA, shall assure overall implementation of Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project: (i) in close collaboration, primarily, with the Ministry of Livestock and Animal Protection, the Ministry of Agriculture and Rural Equipment, and the Ministry of Environment and Sustainable Development; and (ii) with the involvement of other relevant ministries as may be required to ensure optimal aid harmonization and alignment of Project resources. The MoHSA shall entrust: (i) the DAGE with the financial management and procurement functions under the Project; (ii) the DGS with the implementation functions under the Project; and (iii) MoHSA front office ("cabinet") with the coordination and oversight of the implementation of the Project; all supported by staff in number, functions and with qualifications satisfactory to the Association.

2. National Steering Committee

The Recipient, through the office of its Prime Minister, shall create no later than three (3) months after the Effective Date and thereafter maintain, throughout Project implementation, the multisectoral steering committee of the Global Health Security Program of Senegal assisted by its executive secretariat and a multisectoral technical committee, all supported by qualified and experienced staff in adequate numbers, and under terms of reference satisfactory to the Association to serve as the National Steering Committee and vested with responsibility for overseeing the yearly planning of Project activities and monitoring Project implementation, including the preparation by the Project Coordinator of an annual report not later than October 31 each year on the carrying out of the precedent AWP&B. The National Steering Committee shall be chaired by the Recipient’s Prime Minister and its composition shall include, inter alia, representatives from the MoHSA, the Ministry of Livestock and Animal Protection, the Ministry of Agriculture and Rural Equipment, and the Ministry of Environment and Sustainable Development. The National Steering Committee shall meet at least twice each Fiscal Year to undertake, inter alia, the review and approval of the draft AWP&B and the approval of the annual report to be prepared by the Project Coordinator not later than October 31 each year to follow up on, and assess the progress in, the carrying out of the precedent AWP&B.
3. **Project Coordination Unit**

The Recipient shall maintain, throughout Project implementation and within the MoHSA, the Project Coordination Unit headed by the Project Coordinator, under terms of reference and supported by qualified and experienced staff in adequate numbers, all satisfactory to the Association, thereby ensuring that the PCU oversee and take all measures necessary for the suitable coordination and management of Project activities pursuant to the provisions of this Agreement, including without limitation: (i) in general, the coordination and management of the Credit and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) in particular, the transfer of Credit funds and monitoring of the use of Credit proceeds by other implementing ministries and partners. For such purposes, the Recipient shall, not later than three (3) months after the Effective Date, recruit for the PCU one (1) procurement specialist, one (1) financial management specialist, one (1) monitoring and evaluation officer, and one (1) safeguards specialist, all on the basis of terms of reference and with qualifications and experience satisfactory to the Association.

**B. Implementation Modalities**

1. **Selection of Laboratories under Part 2.1 of the Project**

   In order to maximize the benefits to be derived from Part 2.1 of the Project, the Recipient, through the PCU, shall:

   (a) select the laboratory facilities proposed to be refurbished and/or upgraded under Part 2.1 of the Project, applying criterion satisfactory to the Association and on the basis of multisectoral consultations carried out by the Recipient during the preparation of the priority list of works and during the validation of the design of the works; and

   (b) thereafter, furnish to the Association for approval for financing out of the proceeds of the Credit the list of the laboratories so selected.

2. **Part 3.3 of the Project: Emergency Response**

   In order to ensure the proper and timely implementation of Part 3.3 of the Project aimed to provide immediate response to potential Eligible Emergency, the Recipient shall take all actions required on its behalf to ensure Part 3.3 of the Project is carried out in accordance with the following provisions:

   (a) The Recipient shall:

      (i) prepare and furnish to the Association for its review and approval, a draft of the Emergency Response Operations Manual setting forth detailed implementation arrangements for Part 3.3 of the Project, including: (i) designation of, terms of reference for, and
resources to be allocated to, the entity to be responsible for coordinating and implementing Part 3.3 of the Project ("Coordinating Authority"); (ii) specific activities which may be included under Part 3.3 of the Project, the Emergency Expenditures required therefor and the proposed procedures for such inclusion; (iii) financial management arrangements under Part 3.3 of the Project; (iv) procurement methods and eligibility procedures for Emergency Expenditures to be financed under Part 3.3 of the Project; (v) the documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for Part 3.3 of the Project, consistent with the Association's policies on the matter and the provisions of Section D of this Section I; and (vii) any other arrangements necessary to ensure proper coordination and implementation of Part 3.3 of the Project;

(ii) afford the Association a reasonable opportunity to review and comment on the Emergency Response Operations Manual;

(iii) thereafter, promptly adopt the Emergency Response Operations Manual for as shall have been approved by the Association;

(iv) from time to time, submit recommendations to the Association for its consideration for changes and updates of the Emergency Response Operations Manual, as they may become necessary or advisable during Project implementation to allow, if and as necessary, the inclusion of activities under Part 3.3 of the Project to respond to an Eligible Emergency;

(iv) ensure that Part 3.3 of the Project is carried out in accordance with the Emergency Response Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the Emergency Response Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(v) not amend, suspend, abrogate, repeal or waive any provision of the Emergency Response Operations Manual without the prior approval by the Association.

(b) The Recipient shall, throughout the implementation of Part 3.3 of the Project, maintain the Coordinating Authority, with staff in adequate numbers and with qualifications and resources satisfactory to the Association.
(c) The Recipient shall refrain from undertaking and/or financing any activities under Part 3.3 of the Project (nor any activities shall be included and/or financed under such Part) unless and until the following conditions have been met in respect of said activities:

(i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities under Part 3.3 of the Project in order to respond to said Eligible Emergency, and the Association has: (i) agreed with such determination; (ii) accepted said request; and (iii) notified the Recipient thereof; and

(ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the Emergency Response Operations Manual, the Association has approved all such instruments, and the Recipient has implemented to the satisfaction of the Association any actions which are required to be taken under said instruments.

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**

1. **Works under Parts 2.1 of the Project**

   Prior to the award of each contract for works under Parts 2.1 of the Project, the Recipient, through the PCU, shall: (i) submit to the Association for its review and approval the related site-specific ESMP and/or WMP, as the case may be, in accordance with the provisions of the ESMF and in form and substance satisfactory to the Association; (ii) consult upon and disclose the site-specific ESMP and/or WMP, as the case may be, so approved by the Association; and (iii) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESMP and/or WMP, as the case may be, are appropriately included in the works contract to be concluded for the site and that they are implemented in the carrying out of Part 2.1 of the Project.

2. **Compliance with, and Monitoring of, the Environmental and Social Management Plan, the Waste Management Plan, the Integrated Pest and Vector Management Plan and the Healthcare Medical Waste Management Plan**

   (a) The Recipient, through the PCU, shall follow and apply at all times in the implementation of the Project the provisions of the Environmental and Social Management Framework and of the applicable: (i) Environmental and Social Management Plan; (ii) Waste Management Plan;
(iii) Integrated Pest and Vector Management Plan; and (iv) Healthcare Waste Management Plan, as the case may be, all in a timely manner and ensuring that: (A) mitigation and monitoring measures acceptable to the Association are implemented with due diligence and employing appropriate environmental expertise and in accordance with international good practice and standards consistent with those of any international treaties to which the Recipient is a party; and (B) adequate information on the implementation of such measures is appropriately included in the Progress Reports referred to below in Section II.A.1 of this Schedule 2, giving details of: (1) measures taken in furtherance of the ESMP, WMP, IPVMP, and/or HCWMP, as the case may be; (2) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMP, WMP, IPVMP, and/or HCWMP, as the case may be; and (3) remedial measures taken or required to be taken to address such conditions.

(b) The Recipient shall promptly take all remedial measures referred to in the preceding subparagraph (a)(B)(3) of this Section I.D as shall have been agreed by the Association.

E. Project Implementation Manual

The Recipient shall:

(a) take all action required to carry out Parts 1, 2.1, 2.2, 2.3(i), 3.1 (i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual;

(b) not later than three (3) months after the Effective Date, revise and update the Project Implementation Manual in form and substance satisfactory to the Association;

(c) thereafter, submit recommendations to the Association for its consideration for changes and further updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of the Project; and

(d) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the prior approval of the Association. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.
F. **Annual Work Plan and Budget (AWP&B)**

The Recipient, through the PCU, shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*:
   (i) a detailed description of planned Project activities for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) on or about November 30 of each Fiscal Year and after considering the comments provided by the National Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association’s views and recommendations thereon; and

(c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

G. **Training**

For the purposes of the Training to be provided under Parts 1, 2.1, 2.2, 2.3 (i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project and to be delivered through study tours, workshops and conferences, the Recipient shall:

(a) furnish to the Association for its approval, not later than November 30 of each year, a Training program including an explanation of how such training is consistent and conducive to the objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

(b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each Training and the benefits to be derived therefrom.

Section II. **Project Monitoring, Reporting and Evaluation**

A. **Project and Completion Reports**

1. The Recipient shall monitor and evaluate the progress of Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the National Monitoring and Evaluation Indicators. Each Project
Report shall cover the period of one calendar semester, and shall be furnished to 
the Association not later than one (1) month after the end of the period covered by 
such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the 
execution of the Project and related plan required pursuant to that Section shall be 
furnished to the Association not later than four (4) months after the Closing Date.

B. Mid-Term Review

The Recipient, through the PCU, shall:

(a) maintain policies and procedures adequate to enable it to monitor and 
evaluate on an ongoing basis, in accordance with the National Monitoring 
and Evaluation Indicators, the carrying out of Parts 1, 2.1, 2.2, 2.3(i), 
3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project and the achievement of 
the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Association, and 
furnish to the Association, 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, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of Project 
and the achievement of the objectives thereof during the period following 
such date; and

(c) review with the Association, on or about December 31, 2020, or such later 
date as the Association shall request, the report referred to in the preceding 
paragraph (b), and, thereafter, take all measures required to ensure the 
efficient completion of Parts 1, 2.1, 2.2, 2.3(i), 3.1 (i), 3.2(i) and (iii), 3.3, 
4 and 5.1 of the Project and the achievement of the objectives thereof, 
based on the conclusions and recommendations of the said report and the 
Association’s views on the matter.

C. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management 
system in accordance with the provisions of Section 4.09 of the General 
Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall 
prepare and furnish to the Association not later than one (1) month after the end of 
each calendar quarter, interim unaudited financial reports for the Project covering 
the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the 
provisions of Section 4.09(b) of the General 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 Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project and to be financed out of the proceeds of the Credit 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, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 of the Project and to be financed out of the proceeds of the Credit 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, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (i) Limited International Bidding; (ii) National Competitive Bidding, subject to the additional provisions and modifications set forth below in the following paragraph 3 of this Section III.B; (iii) Shopping; (iv) Direct Contracting; and (v) Procurement from United Nations Agencies.

3. The following provisions shall apply to the procurement of goods, works and non-consulting services under National Competitive Bidding procedures: (i) bids shall be advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (iii) bidders shall be given an adequate response time (minimum four
weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (iv) bids shall be awarded to the lowest evaluated bidder; (v) eligible bidders, including foreign bidders, shall not be precluded from participating; and (vi) no preference margin shall be granted to domestic contractors.

4. **Procurement of Contracts for Emergency Expenditures under Part 3.3 of the Project.** Notwithstanding any provision to the contrary in this Section III.B, contracts for Emergency Expenditures required for Part 3.3 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the Emergency Response Operations Manual.

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 Association 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 Association.

Section IV. **Withdrawal of the Proceeds of the Credit**

A. **General**

1. The Recipient may withdraw the proceeds of the Credit in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Credit ("Category"), the allocations of the amounts of the Credit 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 Credit Allocated (expressed in Euros)</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,</td>
<td>24,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>and Operational Costs under Parts 1, 2.2, 2.3 (i), 3.1 (i), 3.2 (i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and (iii), 4 and 5.1 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Goods and works under Part 2.1 of the Project</td>
<td>1,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 3.3 of the Project</td>
<td>9</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>26,400,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed the equivalent of Euro 3,000,000 may be made for payments made twelve (12) months prior to this date, for Eligible Expenditures under Category (1).

   (b) under Category (2), until and unless the Recipient: (i) shall have adopted the ESMP and/or WMP, as the case may be, and the same documents have been consulted upon and disclosed as approved by the Association; and (ii) shall have verified, through its own staff, outside experts, or existing environmental/social institutions, that the activities under Part 2.1 of the Project meet the environmental, social, and waste management requirements of appropriate national and local authorities and that they comply with the review procedures set forth in the ESMP and/or WMP, as the case may be, and the provisions of the Project Implementation Manual; or
(c) under Category (3), for Emergency Expenditures under Part 3.3 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 Emergency Expenditures:

(i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said Eligible Emergency under Part 3.3 of the Project in order to respond to said Eligible 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 instruments required for said Eligible Emergency, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.B.2. (c)(ii) this Schedule;

(iii) the Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.B.2(b) of this Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted the Emergency Response Operations Manual in form, substance and manner acceptable to the Association and the provisions of the Emergency Response Operations Manual are fully current accordance with the provisions of Section I.B.2.(a) (iv) of this Schedule 2 so as to be appropriate for the inclusion and implementation Part 3.3 of the Project.

2. The Closing Date is January 31, 2023.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 15 and October 15, commencing October 15, 2022 to and including April 15, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* 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 3.03(b) of the General Conditions.
APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” and “AWP&B” means, each, the annual work plan and budget to be prepared on an annual basis by the Recipient for the Project.


3. “Basis Adjustment” means the Association’s standard basis adjustment 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 IV of Schedule 2 to this Agreement.

5. “Co-financier” means certain donors contributing to the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund (TF 0A2534) and referred to in paragraph 10 of the Appendix to the General Conditions.

6. “Co-financing” means an amount equivalent to twelve million three hundred twenty thousand Dollars ($12,320,000) to be provided by the Co-financier to assist in financing Parts 1.1(i) and 1.3 of the Project.

7. “Co-financing Agreement” means the grant agreement to be entered into between the International Bank for Reconstruction and Development and the International Development Association, acting as administrators of the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund (TF 0A2534), and ECOWAS, providing for the Co-financing.


9. “Coordinating Authority” means the entity or entities designated by the Recipient in the Emergency Response Operations Manual (as hereinafter defined) to be responsible for coordinating the emergency mitigation, response and recovery response activities under Part 3.3 of the Project and approved by the Association pursuant to the provisions of Section I.B.2(a) and (b) of Schedule 2 to this Agreement.
10. "DAGE" means the Direction de l'Administration Générale et de l'Equipement within the MoHSA (as hereinafter defined).

11. "DGS" means the Direction Générale de la Santé within the MoHSA (as hereinafter defined).

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

13. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major health adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

14. “Emergency Expenditures” means the eligible expenditures required to finance the cost of the approved list of goods, works, and services necessary to support emergency mitigation, response and recovery under Part 3.3 of the Project and set forth in the Emergency Response Implementation Manual (as hereinafter defined).

15. “Emergency Response Operations Manual” means the operations manual to be adopted by the Recipient for Part 3.3 of the Project in accordance with the provisions of Section I.B.2 (a) of Schedule 2 this Agreement.

16. “Environmental and Social Management Framework” or “ESMF” means, each, the environmental and social safeguard framework adopted by the Recipient on April 26, 2016, 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 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.

17. “Environmental and Social Management Plan” or “ESMP” means, each, a site-specific environmental and social management plan to be prepared by the Recipient 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.

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

19. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

20. “Global Health Security Program of Senegal” means the component for Senegal of the partnership of nations, international organizations, and public and private stakeholders which aims to prevent worldwide epidemics by strengthening disease surveillance and laboratory and health information systems.

21. “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.

22. “Healthcare Waste Management Plan” and “HCWMP” means, each, the report prepared, consulted upon and disclosed in the country by the Recipient on April 26, 2016, 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.

23. “Integrated Pest and Vector Management Plan” or “IPVMP” means, each, the report prepared, consulted upon and disclosed in the country by the Recipient on April 26, 2016, 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.

24. “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.
25. “Ministry of Agriculture and Rural Equipment” means the Recipient’s ministry in charge of agriculture and rural equipment, or any successor thereto.


27. “Ministry of Health and Social Action” and “MoHSA” means, each, the Recipient’s ministry in charge of health and social action, or any successor thereto.


29. “National Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (ii), 3.3, 4 and 5.1 of the Project and the degree to which the objectives thereof are being achieved.

30. “National Steering Committee” means the committee referred to in Section I.A. 2 of Schedule 2 to this Agreement.


32. “One Health” means the concept that the health of animals, the health of people, and the viability of ecosystems are inextricably linked.

33. “Operational Costs” means the expenditures incurred by the Recipient to finance: (i) the salaries of locally contracted support staff of the Project entities and units involved in Project implementation (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the operational staff performing 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.

34. “Participating Countries” mean collectively the Participating Countries, being the Recipient, Guinea, and Sierra Leone, and “Participating Country” means individually each and any of the Participating Countries.

35. “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.


37. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 12, 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.

38. “Project Coordination Unit” and “PCU” means, each, the technical and fiduciary coordinating unit established within the MoHSA by the Recipient’s Arrêté No. 019728/MSAS/DAGE/DAFP/RAF dated October 14, 2015, as amended for purposes of supporting implementation under the Financing Agreement between the Recipient and the Association (Health and Nutrition Financing Project) dated March 28, 2014, for Credit No. 5342-SN.

39. “Project Implementation Manual” means the Recipient’s set of guidelines and procedures to be updated by the PCU for the purpose of implementing Parts 1, 2.1, 2.2, 2.3(i), 3.1(i), 3.2(i) and (iii), 3.3, 4 and 5.1 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.

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

41. “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.

42. “Training” means expenditures incurred by the Recipient to finance the cost under the Project of: (i) the training received or provided in-country or abroad, including its fees and the pedagogical materials; and (ii) the travel, visa, accommodations, per diem and insurance for the training received or provided inside or outside the Recipient’s territory.

43. “Waste Management Plan” or “WMP” means, each, a site-specific management plan to be prepared by the Recipient 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.

44. “West African Health Organization” and “WAHO” means, each, the regional health specialized agency of ECOWAS 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.

45. “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 General Conditions

The Appendix (Definitions) of the General Conditions is hereby modified as follows:

“10. “Co-financier” means the financier, including the Bank and/or the Association acting as administrator of funds provided by the financier, referred to in Section 6.02(h) providing the Co-financing. If the Financing Agreement specifies more than one such financier, “Co-financier” refers separately to each of such financiers.”