Financing Agreement
(The Gambia COVID-19 Preparedness and Response Project)

between

REPUBLIC OF THE GAMBIA

and

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seven million three hundred thousand Special Drawing Rights (SDR 7,300,000) ("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 March 15 and September 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives 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 (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 responsible for finance.

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

(a) the Recipient’s address is:

Ministry of Finance and Economic Affairs
The Quadrangle
Banjul
Republic of The Gambia; and

(b) the Recipient’s Electronic Address is:

Facsimile:
+2204227954

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

(a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

Telex: Facsimile:
248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF THE GAMBIA

By

[Signature]

Authorized Representative
Name: MAMBURY NSIE
Title: MINISTER
Date: 03-04-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Nathan M. Belete

Authorized Representative
Name: Nathan M. Belete
Title: Country Director for the Gambia
Date: 02-Apr-2020
SCHEDULE 1

Project Description

The objectives of the Project are to prevent, detect and respond to the threat posed by COVID-19 and strengthen national system for public health preparedness.

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

Part 1: Emergency COVID-19 Response

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; (ii) strengthening the capacity of the Public Health Emergency Operation Center; (iii) combining detection of new cases with active contact tracing locally and at various points of entry; (iv) providing on-time data and information for guiding decision-making, response and mitigation activities; (v) strengthening the health management information system to facilitate recording and on-time virtual sharing of information; (vi) developing a public health emergency plan; and (vii) implementing the Recipient's health care waste management plan including, *inter alia*, medical waste management and establishing disposal systems such as non-incineration cluster treatment in health facilities.

(b) Supporting the implementation of social distancing measures through *inter alia*: (i) developing and implementing guidelines related to social distancing measures; (ii) developing and production of risk communication and community engagement materials; (iii) community engagement and social mobilization of target audiences; (iv) operationalizing existing or new laws and regulations on social distancing measures; and (v) supporting preventative actions complementary to social distancing including the promotion of personal hygiene; the promotion of handwashing and proper cooking; the distribution and use of masks, and the promotion of community participation in slowing the spread of the pandemic.
Part 2: Strengthening Multi-sector, National Institutions and Platforms for Policy Development and Coordination of Prevention and Preparedness using One Health Approach

Strengthening national disease surveillance and diagnostic capacities for public health emergencies and other hazards and enhancing national diseases information and analytical systems.

Part 3: Supporting National and Subnational Prevention and Preparedness

(a) Developing and implementing a costed plan for the collection, packaging, transportation and testing of COVID-19 samples to the WHO recommended laboratories, including, inter alia, preparation of associated standard operating procedures, guidelines and terms of reference and provision of containers for handling specimen.

(b) Strengthening the capacities of laboratories in various health facilities for provision of full hematology, biochemistry, microbiology and other critical services and provision of critical consumables, reagents, personal protective equipment and other equipment stock for emergencies.

(c) Provision of Training to medical and veterinary laboratory personnel on handling highly specialized personal protective equipment and testing of hazardous biological samples efficiently and effectively.

(d) Acquisition of vehicles, motorcycles and ambulances for emergency operations and cold chain apparatus for transportation of biological surveillance samples and blood products.

(e) Acquisition of emergency medical and non-medical supplies such as gloves, surgical masks, respirators, eye protection wear and isolation gowns as well as infection prevention and control materials for health workers and health facilities.

(f) Supporting rehabilitation and upgrading of selected treatment and isolation centers, and rehabilitation and/or construction of a designated public health emergency treatment center.

(g) Supporting rehabilitation and/or construction of new laboratories.
Part 4: Implementation Management and Monitoring and Evaluation

Strengthening the capacity of the Project Coordination Unit and the Ministry of Health for day to day implementation, coordination, supervision and overall management (including, fiduciary aspects, monitoring and evaluation, carrying out of audits and reporting) of Project activities and results all through the provision of technical advisory services, Training, Operating Costs, non-consulting services and acquisition of goods for the purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. National Health Emergency Committee

The Recipient shall designate, at all times during the implementation of the Project, the National Health Emergency Committee ("NHEC") to be responsible for, *inter alia*: (a) providing strategic and policy guidance on the implementation of the Project; (b) reviewing progress made towards achieving the Project's objectives; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project.

2. Ministry of Health

Without limitation upon the provisions of paragraph 1 of this Section I.A, the Recipient shall designate, at all times during the implementation of the Project, the Ministry of Health ("MOH") to be responsible for prompt and efficient oversight and implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said MOH to perform said functions.

3. Project Coordination Unit

Without limitation upon the provisions of paragraphs 1 and 2 of this Section I.A, the Recipient, through the MOH, shall designate, at all times during the implementation of the Project, the Project Coordination Unit ("PCU"), to be responsible for day to day execution, coordination and implementation (including procurement, financial management, environmental and social safeguards, supervision, reporting and communication aspects) of activities under the Project. To this end, the Recipient shall take all actions, including the provision of funding, personnel (including a procurement specialist, a financial management specialist, an operations officer, an environmental specialist and a social development specialist), and other resources satisfactory to the Association, to enable the PCU to perform said functions.
B. Implementation Arrangements

1. National COVID-19 Preparedness and Response Plan

The Recipient shall ensure that the Project is carried out in accordance with the National COVID-19 Preparedness and Response Plan; and shall maintain, at all times during the implementation of the Project, adequate public health emergency coordination and management arrangements, all in a manner acceptable to the Association.


(a) The Recipient shall, not later than two (2) months after the Effective Date, prepare and adopt a Project operations 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 good international practice, 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 ("Project Operations Manual").

(b) In case of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Operations Manual.

3. Work Plan and Budget

(a) The Recipient shall, not later than one (1) month after the Effective Date, prepare and furnish to the Association, a work plan and budget containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

(b) The proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
(c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence in accordance with such work plan and budget as shall have been approved by the Association ("Work Plan and Budget").

(d) The Recipient shall not make or allow to be made any change to the approved Work Plan and Budget without prior approval in writing by 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, \textit{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, including workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Recipient or security forces and local communities, 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 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. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.
Section III. **Withdrawal of the Proceeds of the Financing**

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures 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>Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project</td>
<td>7,300,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>7,300,000</strong></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 SDR 2,900,000 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 March 31, 2022.
APPENDIX

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


4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 20, 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.


7. "Ministry of Health" or "MOH" means the Recipient's ministry responsible for health, and any successor thereto.

8. "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.

9. "National COVID-19 Preparedness and Response Plan" means the Recipient's emergency preparedness and response plan for COVID-19, dated March 6, 2020, and acceptable to the Association, as said document may be modified from time to time during the Emergency, and such term includes all schedules and annexes to said document.

10. "National Health Emergency Committee" means the Recipient's committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

11. "Operating Costs" means the reasonable incremental expenses arising under the Project, and based on the Work Plan and Budget, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel and per diem, but excluding the salaries of the Recipient's civil servants.

12. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.


14. "Project Coordination Unit" means the Recipient's unit referred to in Section I.A.3 of Schedule 2 to this Agreement.

15. "Project Operations Manual" means the Recipient's manual referred to in Section I.B.2 of Schedule 2 to this Agreement.

16. "Public Health Emergency Operation Center" means the Recipient's center established and operating within the Ministry of Health.
17. “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.

18. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.

19. “Work Plan and Budget” means the work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.B.3 of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Association.