Financing Agreement

(Senegal COVID-19 Response Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL ("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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of eighteen million two hundred thousand Euros (EUR 18,200,000) (variously, "Credit" and "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 Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

2.05. 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 objective of the Project and the MPA Program. To this end, the Recipient, through MoHSA, 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 in charge of finance.

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

(a) the Recipient’s address is:

Ministère des Finances et du Budget
Rue René Ndiaye x Avenue Carde
BP 4017
Dakar
Republic of Senegal; and

(b) the Recipient’s Electronic Address is:

Telex: Telephone:
+221 33 822 41 95 +221 33 889 21 18

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 SENEGAL

By:

[Signature]

Authorized Representative

Name: Abdoulaye Daouda Diallo
Title: Minister of Finance and Budget
Date: 03/Apr. - 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

[Signature]

Authorized Representative

Name: Nathan M. Belete
Title: Country Director
Date: 02/Apr.-2020
SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the COVID-19 disease outbreak in Senegal.

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

**Component 1: Emergency COVID-19 Response**

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

1. Enhancing case detection, confirmation, tracing, recording and reporting, through *inter alia*: (a) strengthening disease surveillance systems, public health laboratories, and epidemiological capacity for early detection and confirmation of cases; (b) combining detection of new cases with active contact tracing; (c) supporting epidemiological investigation; (d) strengthening risk assessment; (e) providing on-time data and information for guiding decision-making, response and mitigation activities; and (f) strengthening the health management information system to facilitate recording and on-time virtual sharing of information, including through the purchase of necessary medical and communications technology equipment, medical supplies and Training.

2. Strengthening the health system for preparedness planning to provide optimal medical care, address contingency situations, maintain essential community services and minimize risks for patients and health personnel through *inter alia*: (a) financing necessary medical and protective supplies and equipment; (b) providing Training to health facilities’ staff and front-line workers; and (c) providing handwashing facilities in critical areas.

3. Providing social and financial support to eligible households through, *inter alia*, provision of food and basic supplies to quarantined populations.

**Component 2: Community Engagement and Risk Communication**

1. Providing community engagement for prevention through *inter alia*: (a) developing systems for real-time community-based disease surveillance and multi-stakeholder engagement; (b) carrying out community-based animal disease surveillance and early warning networks; (c) developing reporting tools; (d) related Training for animal health workers, farmers, extension professionals,
paraprofessionals, community health workers and volunteers; and (e) treatment of infected animals.

2. Supporting comprehensive behavioral change and risk communication by working with the government, private sector and civil society to *inter alia*: (a) develop basic communication materials on handwashing promotion, social distancing measures, proper care of livestock, and good animal husbandry practices; (b) awareness-raising on COVID-19 risks, including mother-to-child transmission and gender-based violence; and (c) implement immediate term responses to mass gatherings, by promoting social distancing measures through *inter alia*: (i) developing and testing key messages; (ii) developing guidelines on social distancing; (iii) operationalizing existing or new laws and regulations on social distancing measures; and (iv) identify and work with key influencers at the country or local level.

**Component 3: Project Management and Monitoring and Evaluation**

1. Carrying out Project management activities including: (a) the provision of support for the strengthening of public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities, financial management and procurement; (b) the recruitment of additional staff/consultants responsible for overall administration, procurement, and financial management under country specific projects; and (c) the financing of project coordination activities, including Operating Costs.

2. Carrying out monitoring and evaluation of the Project including: (a) monitoring and evaluating prevention and preparedness; and (b) building capacity for clinical and public health research, including veterinary, and joint-learning within and across countries.
SCHEDULE 2

Project Execution

Section I. Institutional Arrangements

A. The Ministry of Health and Social Action

The Recipient, through its MoHSA, shall assure overall implementation 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 the Ministry of Water and Sanitation; 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) MoHSA General Secretariat with the overall coordination and oversight of the implementation of the Project; and (iii) the Technical Committee for Epidemic Management within MoHSA with regular monitoring of Project implementation; all supported by staff in number, functions and with qualifications satisfactory to the Association.

2. Multisectoral Steering Committee

The Recipient shall maintain, throughout Project implementation, a Multisectoral Steering Committee, supported by qualified and experienced staff in adequate numbers, and under terms of reference satisfactory to the Association, vested with responsibility for overseeing the planning of Project activities and monitoring of Project implementation during weekly meetings or any different frequency agreed upon in writing with the Association. The Multisectoral Steering Committee shall be chaired by the Recipient's Minister of Health and Social Action, 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, the Ministry of Environment and Sustainable Development and the Ministry of Water and Sanitation.

3. Project Coordination Unit

(a) The Recipient shall maintain, throughout Project implementation, the Project Coordination Unit within the MoHSA 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 on a daily basis 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 Financing and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) the preparation of the Work Plan and Budget and Project Reports.

(b) For such purposes, the Recipient shall: (a) not later than one (1) month after the Effective Date or at any later date agreed upon in writing with the Association: (A) recruit (i) one (1) accountant for the Project and (ii) one (1) health and safety specialist, both with terms of reference, qualifications and experience satisfactory to the Association, and (B) assign an external auditor to the Project, in accordance with the Procurement Regulations; and (b) not later than three (3) months after the Effective Date or any later date agreed upon in writing with the Association, engage in discussions with the Association to review the need to promptly recruit additional staff for the PCU, as the need arises, including inter alia one (1) procurement specialist, one (1) financial management specialist, and one (1) monitoring and evaluation officer; all with terms of reference, qualifications and experience satisfactory to the Association.

B. Project Implementation Manual

1. The Recipient shall by no later than one (1) month after the Effective Date or at any later date agreed upon in writing with the Association, prepare 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 applicable national law and 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.

2. The Recipient shall carry out the Project in accordance with the Project Implementation Manual.

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

4. In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.
C. Work Plans and Budgets

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

(a) prepare a draft Work Plan and Budget for each year of 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 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) in a timeline satisfactory to the Association but no later than March 31 of each year of Project implementation and after considering the comments provided by the Association, furnish to the Association for its comments and approval, the draft Work Plan and Budget and, promptly thereafter, finalize the Work Plan and Budget, taking into account the Association’s views and recommendations thereon; and

(c) adopt the final version of the Work Plan and Budget in the form approved by the Association not later than April 30 of said year of Project implementation.

2. Notwithstanding the generality of paragraph 1 immediately above, for purposes of implementation of the first year 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, in accordance with paragraph 1. above;

(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, as such plan may be subsequently revised or updated with the prior written agreement of the Association.

D. 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 and subcontractors 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

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

2. 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 Financing Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project</td>
<td>18,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,200,000</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 EUR 7,280,000 may be made for payments made prior to this date but on or after March 25, 2020, for Eligible Expenditures under Category (1).

2. The Closing Date is March 31, 2021.
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 April 15, 2026 to and including October 15, 2057</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 3.05 (b) of the General Conditions.
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. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

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


5. “DAGE” means the Recipient’s Direction de l’Administration Générale et de l’Équipement within the MoHSA.

6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 25, 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.

and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.


9. “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.

10. “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.

11. “Multisectoral Steering Committee” means the steering committee referred to in Section I.A.2. of Schedule 2 to this Agreement and set up in reference to Credit No. 5884-SN (Regional Disease Surveillance Systems Enhancement Project in West Africa – Senegal) entered into between the Recipient and the Association on August 31, 2016.

12. “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, but excluding salaries of officials of the Recipient’s civil service.

13. “Personal Data” means any information relating to an identified or identifiable individual, with the understanding that: (a) 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; and that (b) attributes which may 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.

15. "Project Coordination Unit" means the unit within MoHSA in charge of Project implementation, referred to in Section I.A.3. of Schedule 2 to this Agreement and set up in reference to Credit No. 5884-SN (Regional Disease Surveillance Systems Enhancement Project in West Africa – Senegal) entered into between the Recipient and the Association on August 31, 2016.

16. "Project Implementation Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as such manual may be amended by the Recipient from time to time, with the prior written approval of the Association.

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 reasonable costs associated with training under the Project, based on the relevant 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.

19. "Work Plan and Budget" has the meaning set forth in Section I.C. of Schedule 2 to this Agreement.