Financing Agreement

(COVID-19 Emergency Response and System Preparedness Strengthening Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TOGO ("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 and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule I to this Agreement ("Project"): (a) an amount of three million Special Drawing Rights (SDR 3,000,000) ("Grant"); and (b) an amount of three million seven hundred thousand Euros (EUR 3,700,000) ("Credit").

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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.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 June 15 and December 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 MPA Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety days (90) days after the Signature Date.

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

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister responsible for finance.

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

(a) the Recipient’s address is:
    Ministère de l’Economie et des Finances
    Immeuble CASEF
    B.P.387
    Lomé – Togo; and

(b) the Recipient’s Electronic Address is:
    Facsimile: E-mail:
    (228) 22 21 0905 secretariat.ministre@economie.gouv.tg

5.03. For the 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: 248423 (MCI)
Facsimile: 1-202-477-6391

AGREED as of the Signature Date,

REPUBLIC OF TOGO

By

Authorized Representative
Name: Sani Yaya
Title: Minister of Economy and Finance
Date: April 22, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative
Name: Coralie Gevers
Title: Country Director
Date: April 23, 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 systems for public health preparedness in Togo.

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

Part 1: Emergency COVID-19 Response

Enhancing case detection, confirmation, tracing, recording contact tracing and risk assessment and mitigation; and reporting through inter alia: (a) strengthening disease surveillance systems, public health laboratories and epidemiological capacity, including by refurbishing or purchasing isolation and treatment prefabricated modules for Lomé, equipping them with medical supplies and furniture and network installation; (b) strengthening the Recipient’s health management information system; (c) purchasing and installing a mobile laboratory; and (d) training rapid response teams and staff at all the points of entry.

Part 2: Supporting National and Sub-national Prevention and Preparedness

Supporting the Recipient to strengthen healthcare service delivery by: (a) providing laboratory equipment, reagents, commodities, emergency medical and non-medical supplies including personal protection equipment for health workers’ safety; (b) Training health facilities staff and front-line workers on risk mitigation measures and providing them with appropriate hygiene materials; (c) Training of medical and veterinary laboratory personnel in the management of severe acute respiratory infections and COVID-19 protocol and in handling highly specialized personal protective equipment and testing hazardous biological samples in a timely manner; (d) providing public health and intensive care facilities with drugs, medical equipment, ambulances, and other supplies; (e) coordinating meetings at the national, provincial and district levels and operating the health emergency coordination center for preparedness, including covering utilities payment, training and supervision; (f) costs related to staff supervision and monitoring at the subnational level; and (g) elaboration of standard operating procedures, guidelines and terms of reference on sample collection, packaging, transportation and testing of samples.

Part 3: Project Implementation Management and Monitoring and Evaluation

Support for Project implementation and management including: (a) procurement, financial management, environmental and social risk management, monitoring and evaluation, and reporting; (b) Training of necessary staff; and (c) Operating Costs.
Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall maintain, throughout Project implementation, within MSHP, a project coordination unit with composition and resources acceptable to the Association ("Project Coordination Unit" or "PCU").

2. The Recipient shall ensure that the PCU: (a) recruits an accountant; and (b) updates the accounting software no later than one (1) month after the Effective Date.

3. The Recipient shall maintain at all times during the implementation of the Project, a crisis management committee with composition and mandate acceptable to the Association ("Crisis Management Committee" or "CMC"). The CMC shall be chaired by the minister of health and be responsible for providing strategic guidance and overall coordination of the implementation and monitoring of the Project.

B. Implementation Covenants

1. Project Implementation Manual

(a) The Recipient shall by no later than one (1) month, after the Effective Date, 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 the applicable WHO and national guidelines, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Association.

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

(c) The Recipient shall ensure that the Project Implementation Manual is not amended, suspended, repealed or abrogated without the prior written approval of the Association.
(d) In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

2. Work Plans and Budget

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

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

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

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

C. Environmental and Social Standards

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

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

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

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

(c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
(d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

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

4. The Recipient shall ensure that:

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

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

5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities, as applicable, to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article 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 Credit Allocated (expressed in EUR)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services,</td>
<td>3,700,000</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,700,000</td>
<td>3,000,000</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 SDR 732,700 under the Grant may be made for payments made prior to this date but on or after February 1, 2020, for Eligible Expenditures

2. The Closing Date is March 31, 2022.
**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 June 15 and December 15, commencing June 15, 2026, to and including December 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

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 April 10, 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. “MPA Program” means the 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.

8. “MSHP” means Ministère de la Santé et de l’Hygiène Publique, the Recipient’s Ministry in charge of health and public health, or any successor thereto.

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

10. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

11. “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.

12. “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.