

OFFICIAL DOCUMENTS

GRANT NUMBER D1310

Financing Agreement

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

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

Dated **28 OCT. 2016** ; _____, 2016

GRANT NUMBER D1310

FINANCING AGREEMENT

AGREEMENT dated 28 OCT. 2016, 2016, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the ECONOMIC COMMUNITY OF WEST AFRICAN STATES (“Recipient” or “ECOWAS”, as further defined in Section I of the Appendix to this Agreement).

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 1 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 Senegal (“Senegal”) and the Association (“Senegal Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to Senegal a financing to assist Senegal in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Senegal Financing Agreement;

(E) 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;

(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 the Recipient’s assistance and, as part of such assistance, the Recipient will make the proceeds of the grant provided for under this Agreement available to WAHO as set forth in said Agreement; and

(G) certain donors intend to make available financial assistance to the Recipient under the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund (TF0A2534) 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 the Recipient 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(s) to be entered into between the International Bank for Reconstruction and Development (“Bank”) and the Association, acting as administrator of the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund, and the Recipient (“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 grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and WAHO (“Project 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 — GRANT

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to fourteen million and two hundred thousand Special Drawing Rights (SDR 14,200,000) (“Grant”), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the General Director of WAHO.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Grant Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are January 15 and July 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 Program. To this end, the Recipient shall cause 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 to be carried out by WAHO in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Association and the Recipient shall otherwise agree, the Recipient shall ensure that 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 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) WAHO's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of WAHO to perform any of its obligations under the Project Agreement.
 - (b) The Association has suspended in whole or in part the right of a Participating Country to make withdrawals under the relevant Participating Country Financing Agreement.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is December 31, 2017.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consists of the following, namely, that the Subsidiary Grant Agreement has been executed on behalf of the Recipient and WAHO.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Grant Agreement has been duly authorized or ratified by the Recipient and WAHO and is legally binding upon the Recipient and WAHO in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. 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. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is its President.

6.02. The Association's Address is:

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

Telex:

248423 (MCI)

Facsimile:

(1) 202-477-6391

6.03. The Recipient's Address is:

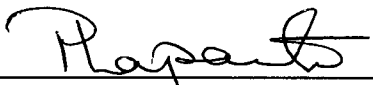
Economic Community of West African States
101, Yakubu Gowon Crescent
Asokoro District
P.M.B.401,
Abuja
Federal Republic of Nigeria

Facsimile: (234)(9)3147646

AGREED at *Abidjan, Côte d'Ivoire*, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

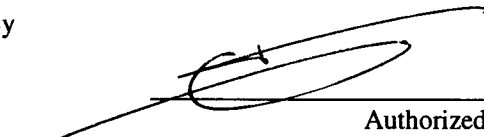
Name: _____

Title: _____

28 OCT. 2016

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

By



Authorized Representative

Name: Dr XAVIER CRESPIER

Title: DS/OOAS/CEDEAO,
Représentant le Président de la
Commission de la CEDEAO.

28 OCT. 2016

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 of 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 Participating Countries 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 each Participating Country of a plan aimed to ensure adequate territorial coverage for surveillance from the community to the central level;
2. development by the Participating Countries of their 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 Participating Countries' 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 Participating Countries 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 Participating Countries' 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 Participating Countries 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 their 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 Participating Countries 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 Participating Countries 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 Participating Countries 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; and (B) the preparation and test-run of communication materials by the Participating Countries prior to an outbreak, thereby ensuring local acceptance and understanding of contents; (C) improvement and harmonization of the Participating Countries' 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 Participating Countries 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 Participating Countries' 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 Participating Countries 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 Participating Countries 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 Participating Countries of immediate response to an Eligible Emergency, as needed.

Part 4: Human Resource Management for Effective Disease Surveillance and Epidemic Preparedness

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

The Recipient shall provide overall guidance and direction on regional coordination to the Regional Steering Committee, in which meetings it can participate as a member.

B. Subsidiary Grant Agreement

1. To facilitate the carrying out of Parts 1.1 (i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2 ii) and (iii) and 5.2 of Project, the Recipient shall make the proceeds of the Grant available to WAHO on a grant basis under a subsidiary grant agreement between the Recipient and WAHO, under terms and conditions approved by the Association, which shall include, *inter alia*, a delegation of authority from the Recipient to WAHO valid through Project implementation to carry out all the procurement goods, works, non-consulting services and consultants services pursuant to the provisions of Section III of this Schedule, regardless of the value of the contract involved and above any limit set forth in the Recipient's regulations on procurement ("Subsidiary Grant Agreement").
2. The Recipient shall exercise its rights under the Subsidiary Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions.

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

The Recipient shall take all action required on its behalf to ensure that 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 are implemented in accordance with the provisions of the Environmental and Social Management Framework and the applicable Environmental and Social Management Plan, Waste Management Plan, Integrated Pest and Vector Management Plan and/or Healthcare Waste Management Plan, as the case may be, of the Participating Country in whose territory the Project activities are being carried out, all in a manner satisfactory to the Association.

E. Project Implementation Manual

The Recipient shall take all action required to cause WAHO to carry out 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 in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual.

Section II. Project Monitoring, Reporting and Evaluation

A. Project and Completion Reports

1. The Recipient shall cause WAHO to monitor and evaluate the progress of 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 and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of Regional Monitoring and Evaluation Indicators. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than two (2) months 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 shall cause WAHO:

- (a) to maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Regional Monitoring and Evaluation Indicators, the carrying out of 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 and the achievement of the objectives thereof;
- (b) to prepare, under terms of reference satisfactory to the Association, and to 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 1.1 (i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and the achievement of the objectives thereof during the period following such date; and
- (c) to 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, to take all measures required to ensure the efficient completion of 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 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 by WAHO. 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 forty-five (45) days 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, commencing with the Fiscal Year in which the first withdrawal was made under the Preparation Advance for the Project. 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 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and to be financed out of the proceeds of the Grant 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 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and to be financed out of the proceeds of the Grant 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) Shopping; (iii) Direct Contracting; and (iv) Procurement from United Nations Agencies.

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 Grant

A. General

1. The Recipient may withdraw the proceeds of the Grant 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 Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants’ services, Training, and Operational Costs:		
(a) under Parts 1.1 (i) of the Project (excluding centers for epidemiological surveillance)	4,300,000	100%
(b) under Part 1.3 of the Project	1,800,000	100%
(c) under Parts 2.3 (ii) and (iii), 3.1 (ii), 3.2 (ii) and (iii) and 5.2 (i), (ii), (iii) and (iv)	5,400,000	100%
(2) Works under Part 5.2 (iii) of the Project	1,300,000	100%
(3) Refund of Preparation Advance. No. V0150	1,400,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	14,200,000	

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 SDR1,420,000 may be made for payments made twelve months prior to this date, for Eligible Expenditures under Category (1); or

- (b) under Category (2), until and unless the Participating Country in whose territory Part 5.2 (iii) of the Project is proposed to be carried out: (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 5.2 (iii) 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.

- 2. The Closing Date is January 31, 2023.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means 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.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Co-financier” means certain donors contributing to the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund (TF0A2534) and referred to in paragraph 10 of the Appendix to the General Conditions.
4. “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.
5. “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 administrator of the Disease Surveillance and Response in West Africa Multi-Donor Trust Fund, and the Recipient, providing for the Co-financing.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
7. “ECOWAS” means the Economic Community of West African States (*Communauté économique des États de l'Afrique de l'Ouest*), a regional organization established on May 28, 1975, by the “Treaty of Lagos” with the mandate of promoting economic integration in all fields of activity of the constituting countries, and whose member states are Benin, Burkina Faso, the Republic of Cape Verde, Côte d’Ivoire, the Republic of The Gambia, Ghana, Guinea, the Republic of Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, and Togo.
8. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major health adverse economic and/or social impact to a Participating Country, associated with a natural or man-made crisis or disaster.
9. “Environmental and Social Management Framework” or “ESMF” means, each, the environmental and social safeguard framework adopted a Participating Country 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, sitting, 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 by the Participating Country 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.

10. “Environmental and Social Management Plan” or “ESMP” means, each, a site-specific environmental and social management plan to be prepared by a Participating Country 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.
11. “Fiscal Year” and “FY” means, each, the twelve (12) month period corresponding to any of the Recipient’s or WAHO’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
12. “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.
13. “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.
14. “Healthcare Waste Management Plan” and “HCWMP” means, each, the report prepared, consulted upon and disclosed in the country by a Participating Country, 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.
15. “Integrated Pest and Vector Management Plan” or “IPVMP” means, each, the report prepared, consulted upon and disclosed in the country by a Participating Country, 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.

16. “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.
17. “OIE” means The World Organisation for Animal Health, the intergovernmental organization responsible for improving animal health worldwide.
18. “One Health” means the concept that the health of animals, the health of people, and the viability of ecosystems are inextricably linked.
19. “Operational Costs” means the expenditures incurred by the Recipient to finance: (i) the salaries of locally contracted support staff of WAHO (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the said staff to perform 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.
20. “Participating Countries” mean collectively the Participating Countries, being Guinea, Senegal and Sierra Leone, and “Participating Country” means individually each and any of the Participating Countries.
21. “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.
22. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions and refers to the Project Preparation Advance No. V0150 granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on April 11, 2016, and on behalf of the Recipient on April 25, 2016.
23. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
24. “Procurement Plan” means the Recipient’s procurement plan for the Project dated May 18 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.

25. "Project Implementation Manual" means the Recipient's set of guidelines and procedures to be updated by WAHO for the purpose of implementing 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, 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.
26. "Project Implementing Entity" means WAHO.
27. "Project Management Unit" means the management unit within WAHO in charge of the day-to-day management, implementation, coordination, monitoring and evaluation of the Project, with powers, functions and personnel satisfactory to the World Bank, as further detailed in the Project Implementation Manual.
28. "RAHC" means the Regional Animal Health Center (*Centre Régional de Santé Animale*), ECOWAS' specialized agency for animal health based in Bamako.
29. "Regional 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 WAHO to measure the progress in the implementation of 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 and the degree to which the objectives thereof are being achieved.
30. "Regional Steering Committee" means the committee within WAHO responsible for regional coordination of the Project and host of the regional secretariat of the Project, and referred to in Section I.A.2 of Schedule 2 to the Project Agreement.
31. "Senegal Financing Agreement" means the financing agreement for activities related to the Project to be entered into between the Republic of Senegal and the Association, as such financing agreement may be amended from time to time. "Senegal Financing Agreement" includes all appendices, schedules and agreements supplemental to the Senegal Financing Agreement.
32. "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.
33. "Subsidiary Grant Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to WAHO.

34. "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, accommodations, per diem and insurance for the training received or provided locally or abroad.
35. "WAHO's Legislation" means the Recipient's Protocol A/P2/7/87 on "The Establishment of the West African Health Organization" (dated July 9, 1987, as amended) and the Recipient's rules and regulations which have been applied by WAHO and have, thereby, become part of WAHO's legal, administrative and financial framework.
36. "Waste Management Plan" or "WMP" means, each, a site-specific management plan to be prepared by a Participating Country 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.
37. "West African Health Organization" and "WAHO" means, each, the regional health specialized institution 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 Organization" (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.

"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 General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

"Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Financing Agreement, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at

any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Financing Agreement, as required to ensure consistency with such policy of the Association.”

2. Sections 3.03, 3.04 and 3.08 are deleted in their entirety, and Sections 3.05, 3.06, 3.07, 3.09 and 3.10 are re-numbered, respectively, as Sections 3.03, 3.04, 3.05, 3.06 and 3.07.
3. Paragraphs (b) and (c) of the newly re-numbered Section 3.07 are modified to read as follows:

“(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”
4. In Section 4.11, paragraph (a) is modified to reads as follows:

“Section 4.11. *Visits*

“(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”
5. Section 5.01 is deleted in its entirety.
6. Section 6.02 is modified as follows:
 - (a) Paragraph (j) on *Membership* is modified to read as follows:

(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”
 - (b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement;

or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

7. Paragraph (a) of Section 8.01 is modified to read as follows:

“(a) The execution and delivery of each Legal Agreement on behalf of the Recipient which is a party to such Legal Agreement have been duly authorized by all necessary corporate action.”

8. The Appendix (**Definitions**) is modified as follows:

- (a) Paragraph 10 is modified to read 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.”

- (b) Paragraph 29 is modified to read as follows:

“29. “Foreign Expenditure” means an expenditure in the Currency of any country other than the Member Country for goods, works or services supplied from the territory of any country other than the Member Country.”

- (c) Paragraph 33 is modified to read as follows:

“33. “Local Expenditure” means an expenditure: (a) in the Currency of the Member Country; or (b) for goods, works or services supplied from the territory of the Member Country; provided, however, that if the Currency of the Member Country is also that of another country from the territory of which goods, works or services are supplied, an expenditure in such Currency for such goods, works or services shall be deemed to be a Foreign Expenditure.”

- (d) A new paragraph 34 with the definition of Member Country is added to read as follows, and the subsequent paragraphs are renumbered accordingly;

““34. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

- (e) Renumbered paragraph 46 is modified to read as follows:

“46. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”