

Date: 30-Oct-2023

Mr. Omar Alieu Touray, Ph.d.
President
ECOWAS Commission
Abuja
Federal Republic of Nigeria

**Re: Advance Agreement for Preparation of the Proposed Health Security Program in Western and Central Africa
Program Preparation Advance No. V505-3W**

Dear Mr. Touray,

In response to the request for financial assistance made on behalf of the Economic Community of West African States (ECOWAS or “Recipient”), I am pleased to inform you that the International Development Association (“Bank”) proposes to extend to the Recipient, for the benefit of ECOWAS Member States, an advance out of the Bank’s Project Preparation Facility in an amount not to exceed six hundred eighty-four thousand Dollars (\$684,000) (“Advance”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in financing the activities described in the Annex (“Activities”). The objective of the Activities is to facilitate the preparation of a proposed program designed to increase regional collaboration and health system capacities to prevent, detect and respond to health emergencies in Western and Central Africa (“Program”), in support of which the Recipient intends to request the Bank’s financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to provide financing in support of the Program; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the Bank. Upon receipt by the Bank of this countersigned copy, this Agreement shall become effective as of the date of the

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countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the Bank has not received this countersigned copy within 90 days after the date of signature of this Agreement by the Bank, unless the Bank has established a later date for such purpose.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Boutheina Guerhazi
Boutheina Guerhazi
Director, Regional Integration
Africa, Middle East and North Africa

AGREED:

ECONOMIC COMMUNITY OF WEST AFRICAN STATES COMMISSION

By Omar Touray
Authorized Representative
Name Omar Touray
Title President de la Commission
Date 17-Nov-2023

Enclosures:

- (1) "Standard Conditions for Advances Made by the Bank under its Project Preparation Facility", dated August 1, 2022; and
- (2) Disbursement and Financial Information Letter for the Advance of the same date as this Agreement, together with "Disbursement Guidelines for Investment Project Financing", dated February 2017.

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section.

- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 11 of the Appendix to the Standard 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.
- (b) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (c) “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.
- (d) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 2023, 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.
- (e) “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental 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 Bank.

- (f) “Operating Costs” means the incremental expenses incurred on account of the Activities’ implementation, management and monitoring, consisting of the cost of operation and maintenance of offices, vehicles and office equipment, water and electricity utilities charges, telephone charges, bank charges, travel and *per diem*, and salaries of contractual staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
- (g) “Procurement Regulations” means, for purposes of paragraph 50 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
- (h) “Regional-PIU” means the unit within WAHO in charge of the day-to-day administration of regional Activities, procurement, financial management, as well as monitoring and evaluation, with powers, functions and personnel satisfactory to the Bank.
- (i) “Standard Conditions” means the “Standard Conditions for Advances Made by the Bank under its Project Preparation Facility”, dated August 1, 2022.
- (j) “Subsidiary Agreement” means the agreement referred to in Section 2.03(b) of this Annex, pursuant to which the Recipient shall make part of the proceeds of the Advance available to WAHO for the implementation of the Advance.
- (k) “Training” means the reasonable costs associated with training, workshop participation under the Activities, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course or workshop preparation and implementation.
- (l) “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.
- (m) “WAHO” and “West African Health Organization” 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 ORGANISATION” (dated July 9, 1987, as amended) and whose objective consists of the attainment of the highest possible standard and protection of health of the peoples in the sub-region through the harmonization of the policies of its member states, pooling of resources, and cooperation with one another and with others for a collective and strategic combat against the health problems of the sub-region.

Article II

Execution of the Activities

2.01. ***Description of the Activities.*** The Activities for which the Advance is provided consist of the following parts:

- (a) carry out hiring of key staff for Program preparation to include: (i) a Project coordinator (ii) a Project officer; and (iii) an Environmental and Social Safeguards Specialist;

- (b) preparation of key Program documents, including, *inter alia*: (i) the Project Operational Manual; (ii) Procurement plan; (iii) Project Procurement Strategy for Development; and (iv) Monitoring and Evaluation manual;
- (c) technical assistance for the preparation of Environmental and Social Framework documents, including: (i) the Stakeholder Engagement Plan; and (ii) the Labor Management Plan;
- (d) support the engagement and consultations with relevant stakeholders to refine design of the Program;
- (e) provision of Training and Operating Costs for the purpose of Program preparation.

2.02. ***Execution of the Activities Generally.*** The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall cause the Activities to be carried out by WAHO, in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) the Anti-Corruption Guidelines; and (d) the Subsidiary Agreement.

2.03. ***Institutional and Other Arrangements.*** Without limitation upon the provisions of Section 2.02 above:

(a) The Recipient shall, throughout the Refinancing Date, cause WAHO to maintain the Regional-PIU with structure and functions acceptable to the Bank, and with competent staff in adequate numbers and with terms of reference, qualifications and experience satisfactory to the Bank, to be responsible for the overall day-to-day management and fiduciary aspects of the implementation of the Activities, including financial management and procurement.

(b) The Recipient shall make part of the proceeds of the Advance available to WAHO on a grant basis under a subsidiary agreement between the Recipient and WAHO, in accordance with terms and conditions approved by the Bank (“Subsidiary Agreement”), including terms whereby WAHO shall be required to: (i) carry out the Activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods and services to be financed out of the Advance in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Activities and the achievement of their objectives; (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Activities; and (B) at the Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; (vi) enable the Recipient and the Bank to inspect the Activities, their operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing.

(c) Notwithstanding the foregoing, in the event of a conflict among the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

2.04. ***Environmental and Social Standards***

(a) The Recipient shall, and shall cause WAHO to ensure that the Activities are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient shall, and shall cause WAHO to ensure that the Activities are implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall, and shall cause WAHO to ensure that:

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

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

(iii) 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

(iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

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

(d) The Recipient shall, and shall cause WAHO to ensure that:

(i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Activities 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.

(e) The Recipient shall, and shall cause WAHO to establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Activities-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 Bank.

2.05. ***Monitoring, Reporting and Evaluation of the Activities.*** The Recipient shall ensure that each Activity Report is furnished to the Bank not later than forty-five (45) days after each calendar semester, covering the calendar semester.

**Article III
Withdrawal of the Advance**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section, to finance Eligible Expenditures as set forth in the following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of the Advance (“Category”), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Advance Allocated (expressed in Dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants’ services, Training and Operating Costs under the Activities	684,000	100%
TOTAL AMOUNT	684,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed \$136,800 equivalent may be made for payments made prior to this date but on or after July 31, 2023, for Eligible Expenditures.

3.03. **Refinancing Date.** The Refinancing Date is June 14, 2024.

**Article IV
Terms of the Advance**

4.01. **Refinancing under the Refinancing Agreement:** If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be paid to the Bank as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the Bank of such amount of the Refinancing Proceeds, in accordance with the provisions of the Refinancing Agreement.

4.02. **No Repayment in the absence of a Refinancing Agreement:** Notwithstanding any provision to the contrary in the Standard Conditions, if, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date, it has been so executed but terminates without becoming effective, then the Recipient shall not be obligated to repay the Withdrawn Advance Balance.

**Article V
Additional Remedies**

5.01. **Additional Events of Suspension.** The Additional Events of Suspension consist of the following, namely, 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 this Agreement.

Article VI
Effectiveness; Termination

6.01. The Additional Conditions of Effectiveness consist of the following:

- (a) the Subsidiary Agreement has been executed on behalf of the Recipient and WAHO; and
- (b) the Subsidiary 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.

6.02. Except as the Recipient and the Bank shall otherwise agree, the date on which this Agreement shall enter into effect shall be the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 6.01 of this Annex ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Advance Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

6.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VII
Recipient's Representative; Addresses

7.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is its President.

7.02. **Recipient's Address.** For purposes of Section 9.01 of the Standard Conditions:

- (a) 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

- (b) the Recipient's Electronic Address is:

Facsimile:

(234)(9) 3147646

7.03. **Bank's Address.** For purposes of Section 9.01 of the Standard Conditions:

(a) the Bank's Address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391