Financing Agreement

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

between

REPUBLIC OF COTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of thirty-two million Euros (£32,000,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.

2.06. The Payment Dates are January 15 and July 15 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.08. 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 thirty (30) days after the Signature Date.

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

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its minister in charge of economy and finance.

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

(a) the Recipient’s address is:

Ministry of Economy and Finance
Avenue Marchand Rue Lecoeur
Immeuble SCIAM
BP V 163 Abidjan
Cote d’Ivoire; and

(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:
225 20 30 25 28 c.infomef@finances.gouv.ci

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

(a) the Association’s address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Association’s Electronic Address is:

Telex: 248423 (MCI)  
Facsimile: 1-202-477-6391  
E-mail: bureaududirecteur@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF COTE D’IVOIRE

By

[Signature]

Authorized Representative

Name: Adama COULIBALY
Title: 
Date: 10°5 MAI 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Coralie Gervers
Title: Country Director
Date: 10°5 MAI 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 Côte d'Ivoire.

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

Part 1: Emergency COVID-19 Response

1. Enhancing case detection, confirmation, tracing, recording contact tracing and risk assessment and mitigation; and reporting through inter alia: (i) strengthening disease surveillance systems and epidemiological capacity, including by refurbishing or building treatment and isolation centers, for early detection and confirmation of cases; (ii) strengthening the Recipient's health management information system; and (iii) procurement of essential equipment and consumables for laboratory and diagnostic systems, sample collection kits, test kits, and other equipment and supplies for COVID-19 testing and surveillance.

2. (i) Ensuring adequate case management, including contingency planning and minimizing risks for non-COVID-19 patients and medical personnel by procuring COVID-19 specific medical supplies, equipment for intensive care units and designated health facilities; (ii) supplying infection prevention and control materials and personal protective equipment kits for frontline health personnel involved in case management of patients and water, sanitation and hygiene for health facilities, including basic handwashing and sanitation facilities, and adequate medical waste management and disposal systems in permanent and temporary healthcare facilities; (iii) providing Hazard Pay to workers implementing COVID-19 related activities; (iv) Training of health care workers and support personnel on case management, and personal protection, and infection control; and (iv) limited rehabilitation or purchase of prefabricated units to expand infectious disease bed capacity and isolation units for critical patients.

3. (i) Providing lodging, food and of basic supplies for patients who test positive for COVID-19, as well as traced contacts, to be quarantined; (ii) paying the CNAM Premiums due under the Recipient's national health insurance program, for households directly affected by COVID-19, for a period of three (3) months; (iii) supporting emergency financial aid to households directly affected by COVID-19 and with members in treatment, isolation centers and/or quarantine areas through Cash Transfers to Cash Transfer Beneficiaries; and (iv) Training support staff and families on risk mitigation measures and providing them with appropriate protective equipment and hygiene materials.
Part 2: Health Communication and Community Engagement

1. (i) Developing systems for community-based disease surveillance, monitoring training and reporting material and multi-stakeholder engagement; and (ii) Training community leaders, extension professionals, community health workers, and volunteers.

2. (i) Carrying out a study to understand people's knowledge, attitudes and practices about COVID-19 and its prevention; (ii) developing and testing a risk communication strategy and training materials; (iii) producing and disseminating messages and materials at the community level-based on informed engagement and locally appropriate solutions; (iv) developing guidelines on social distancing measures to operationalize existing or new laws and regulations; (v) providing technical assistance for communication; and (vi) identifying key influencers and working with grassroots level organizations to engage hardest to reach groups and communities.

3. (i) Training on effective communications for MSHP staff; (ii) developing an online platform to disseminate COVID-19 related information; (iii) producing and disseminating mass media campaigns through radio, television, small message services newspaper, internet and social media; and (iv) Training local media to tailor messages to the needs of their communities and local reporters to cover local initiatives and effective responses.

Part 3: Project Implementation Management and Monitoring and Evaluation

Supporting Project implementation and management, including: (i) support for procurement, financial management, environmental and social risk management, monitoring and evaluation, and reporting; (ii) Training of necessary staff; and (iii) Operating Costs.
Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain at all times during the implementation of the Project, a steering committee for the operational monitoring of the response to COVID-19 with composition and mandate acceptable to the Association ("Project Steering Committee" or "PSC"). The PSC shall be chaired by the chief of staff of the prime minister and shall be responsible for providing strategic guidance and overall coordination of the implementation and monitoring of the Project.

2. The Recipient shall maintain, throughout Project implementation, within MSHP, a project implementation unit with composition and resources acceptable to the Association ("Project Implementation Unit" or "PIU").

3. The Recipient shall ensure that the PIU: (a) recruits an accountant and an assistant accountant; and (b) updates the accounting software no later than two (2) months after the Effective Date.

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, eligibility criteria and procedures for the CNAM Premiums, the Cash Transfers and the Hazard Pay, 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.

3. Cash Transfers

(a) For purposes of implementation of Part 1.3(iii) of the Project, the Recipient shall provide Cash Transfers to Cash Transfer Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and further detailed in the PIM and shall include, inter alia, that:

   (i) said Cash Transfer Beneficiary shall have been identified as a household affected by the COVID-19 pandemic and with members in treatment, isolation centers and/or quarantine area; and
(ii) the Recipient shall have confirmed the Cash Transfer Beneficiaries' compliance with any applicable conditionality.

(b) Each Cash Transfer shall be in an amount acceptable to the Association and the Recipient shall ensure that the amount of Cash Transfer is paid for its intended Cash Transfer Beneficiary.

(c) The Recipient shall, not later than one (1) month after the Effective Date, conclude and thereafter implement, until it has expired in accordance with its terms, a payment agreement, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the PIM, with the Payment Service Provider ("Payment Agreement").

(d) The Recipient shall ensure that Payment Agreement is:

(i) submitted to the Association for its review and approval prior to its signature between the Recipient and the Payment Service Provider;

(ii) signed and effective before any proceeds of the Financing are transferred to the Payment Service Provider; and

(iii) carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Cash Transfers proceeds other than the Recipient.

D. Environmental and Social Standards

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

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

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

(b) sufficient funds are available to cover the costs of implementing the ESCP;
(c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

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

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

4. The Recipient shall ensure that:

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

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

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

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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>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>26,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs, Hazard Pay and Training under the Project except for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part 1.3(ii) and Part 1.3(iii)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) CNAM Premiums under Part 1.3(ii)</td>
<td>900,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Cash Transfers under Part 1.3(iii) of the Project</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>32,000,000</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

(a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed 12,800,000 Euros under the Credit may be made for payments made prior to this date but on or after February 1, 2020, for Eligible Expenditures;

(b) under Category (2) unless and until the Recipient has adopted the PIM detailing eligibility criteria and procedures for the CNAM Premiums, in accordance with Sections I.B.1 of Schedule 2 to this Agreement; and

(c) under Category (3) unless and until: (i) the Payment Agreement referred to in Section I.B.3 of Schedule 2 of this Agreement has been executed on behalf of the Recipient and the Payment Service Provider, in form and substance satisfactory to the Association, and (ii) specific eligibility criteria and procedures for Cash Transfers have been included in the PIM in accordance with Sections I.B.1 and I.B.3 of Schedule 2 to this Agreement.

2. The Closing Date is May 31, 2021.
**SCHEDULE 3**

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each January 15 and July 15</td>
<td></td>
</tr>
<tr>
<td>Commencing July 15, 2025 to and including January 15, 2045</td>
<td>1.65%</td>
</tr>
<tr>
<td>Commencing July 15, 2045 to and including January 15, 2050</td>
<td>3.40%</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.

3. "Cash Transfer" means an amount of cash to be provided to a Cash Transfer Beneficiary under Part 1.3(iii) of the Project; and "Cash Transfers" means more than one Cash Transfer.

4. "Cash Transfer Beneficiary" means any household or a person eligible to receive a Cash Transfer under Part 1.3(iii) of the Project in accordance with Section I.B.3 of Schedule 2 to this Agreement and eligibility criteria and procedures set forth in the PIM; and "Cash Transfer Beneficiaries" means more than one Cash Transfer Beneficiary.

5. "CNAM" means Caisse Nationale d'Assurance Maladie, the Recipient national health insurance program.

6. "CNAM Premiums" means the payment to be made to CNAM under Part 1.3(ii) of the Project.


8. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 16, 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.

9. "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 Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.


11. “Hazard Pay” means a reasonable benefit provided directly to clinical and non-clinical workers (including volunteers) implementing COVID-19 pandemic response activities under the Project, as further detailed in the PIM.

12. “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.

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

14. “MSCSLP” means Ministère de la Solidarité, de la cohésion sociale et de la lutte contre la Pauvreté, the Recipient’s ministry in charge of solidarity, social cohesion and fight against poverty, or any successor thereto.

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

16. “Payment Service Provider” means the project implementation unit of the Social Safety Net project financed by the Association (Credit Number 5648-CI), within MSCSLP, that shall be responsible for the Cash Transfers under Part 1.3(iii) of the Project.
17. “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.

18. “Project Implementation Unit” or “PIU” means the project implementation unit of the Strategic Purchasing and Alignment of Resources and Knowledge in Health project financed by the Association (Credit Number 6387-CI), within MSHP.

19. “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.

20. “Training” means the reasonable costs associated with training under the Project, based on the relevant Annual 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.