Financing Agreement

(COVID-19 Strategic Preparedness and Response Project)

between

REPUBLIC OF CHAD

and

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to twelve million five hundred thousand Special Drawing Rights (SDR 12,500,000) ("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 Payment Dates are March 15 and September 15 in each year.

2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.
ARTICLE IV EFFECTIVENESS; TERMINATION

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

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

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister of economy and planning.

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

   (a) the Recipient’s address is:
       Ministry of Economy and Development Planning
       PO Box 286
       N’Djamena
       Republic of Chad; and

   (b) the Recipient’s Electronic Address is:
       E-mail:
       itno004@gmail.com

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

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

   (b) the Association’s Electronic Address is:
       Telex: Facsimile:
       248423 (MCI) 1-202-477-6391
 AGREED as of the Signature Date.

REPUBLIC OF CHAD

By

[Signature]

Authorized Representative

Name: Issa Toure

Title: Minister of Economy and Development Planning

Date: April 28, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Francois Nau Kobogo

Title: Country Manager

Date: April 28, 2020
SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national system for public health preparedness in the territory of the Recipient.

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

**Part 1. Emergency COVID-19 Preparedness and Response**

Providing immediate support to promote an integrated preparedness and response to COVID-19 through improved prevention measures, laboratory capacity, and case detection, management and treatment, including the following:

1.1. COVID-19 prevention and preparedness planning support through: (i) technical assistance, including assistance to strengthen fiduciary mechanisms under the COVID-19 Special Fund; (ii) the purchase of infection prevention and control commodities, consumables and equipment including masks, gloves, gowns, cleaning supplies, autoclaves, and strengthening of medical waste management and disposal systems; and (iii) the provision of prevention supplies for refugees and displaced populations.

1.2. Improving case detection, confirmation, contact tracing, recording and reporting through: (i) disease surveillance activities; (ii) mobilizing additional health personnel; (iii) the purchase of ambulances; (iv) the establishment and/or upgrade of laboratory capacity; (v) procurement of laboratory tests and related consumables for the national laboratory; (vi) instituting screening at all points of entry into the country; (vii) strengthening of health management information systems to facilitate recording and real-time sharing of information; and (viii) procurement of hardware and software.

1.3. Improving case management of COVID-19 patients through: (i) the establishment of specialized and intensive care units and beds in selected primary care facilities and hospitals; (ii) the provision of medical equipment, supplies and drugs that comply with WHO standards for COVID-19 supportive treatment; (iii) the development and validation of treatment guidelines; and (iv) Training of health personnel.

1.4. Provision of food and basic supplies to Selected Households and Patients including quarantined households and to people in isolation.
Part 2. Community Engagement and Social and Behavior Change

Support for community engagement and Social and Behavior Change (SBC) across the entire territory of the Recipient through: (i) the production of SBC and mass media products and purchasing of air time; (ii) SBC activities that use cost effective channels of communications such as radio, television and social media; and (iii) SBC campaigns in schools, workplaces, and in ongoing outreach activities of various ministries and sectors, such as ministries of health, education, agriculture, and transport, as well as community-level SBC activities mobilized by civil society organizations, religious and tribal leaders, community health worker and community organization.

Part 3. Project Management, Monitoring and Evaluation and Coordination

Support for Project implementation, management, monitoring and evaluation and coordination through inter alia: (i) the financing of consulting services and Operating Costs; and (ii) financing of Coordination Activities; and (iii) operating costs of Emergency Operations Center.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Health. The Recipient shall vest the overall responsibility for the implementation of the Project in its ministry of health ("MoH"), with responsibility for coordination of Project implementation vested in its Department of Communicable Disease Control.

2. Health Security Unit. The Recipient shall, throughout Project implementation, maintain a high-level ministerial unit, composed of representatives from key ministries and development partners, and chaired by the Secretary General of the Presidency. The Health Security Unit shall be responsible for: (a) coordination and monitoring of preparedness; (b) monitoring the evolution of COVID-19 in the territory of the Recipient; (c) resource mobilization; and (d) information dissemination.

3. Technical Committee. The Recipient shall, throughout Project implementation, maintain a technical committee responsible for providing regular technical advice to the Health Security Unit and coordinating the National Action Plan.

4. Project Coordination Unit. The Recipient shall, throughout Project implementation, maintain the Project Coordination Unit ("PCU") with resources, with competent staff in adequate numbers and with terms of reference, qualifications, and experience satisfactory to the Association, including a Project Coordinator. The PCU shall be responsible for day to day management, implementation, administration, coordination, and monitoring and evaluation of the Project, including: (a) procurement and project financial management; (b) communication; (c) preparing annual work plans, quarterly and annual implementation and results reports; (d) implementation of environmental and social standards; (e) monitoring and evaluation; and (f) oversight of service contracts with UN agencies and NGOs.

5. Additional health personnel. The Recipient shall ensure that additional health personnel mobilized for the Project, including those recruited under Part 2.1 of the Project, shall have the appropriate qualifications, accreditation and experience to render the health services which they have been hired to provide.

B. Project Implementation Manual

Not later than 30 days after the Effective Date (or such later date as agreed to by the Association), the Recipient, through the MoH, shall: (a) prepare and adopt a manual acceptable to the Association ("Project Implementation Manual" or "PIM"); and
(b) thereafter, implement the Project in accordance with the PIM. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the PIM. In case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation (but not later than May 1, 2020, for the first year of Project implementation), prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including:
   (a) a detailed timetable for the sequencing and implementation of said activities; and
   (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Program").

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed Annual Work Program and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

3. Only those activities which are included in an Annual Work Program shall be implemented. The Annual Work Program shall not be waived, amended or otherwise modified to include new activities without the prior written approval of the Association.

D. Environmental and Social Standards

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

2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
   (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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, within 48 hours, 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 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.

7. The Recipient shall recruit an environmental specialist and social specialist for the PCU before the commencement of Project activities with potential social or
environmental impacts, and shall thereafter ensure that said specialists be retained throughout Project implementation.

Section II. **Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar trimester, and for the first year of implementation, covering the trimester, and for each subsequent year, each calendar semester covering the 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 Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for the Project</td>
<td>12,500,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** 12,500,000

B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed $2,000,000 may be made for payments made prior to this date but on or after January 25, 2020, for Eligible Expenditures.

2. The Closing Date is December 30, 2022.
APPENDIX

Definitions

1. "Annual Work Program" means the annual work program to be prepared by the Recipient not later than November 30 in each calendar year during Project implementation.

2. “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.

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

4. “Coordination Activities” means the costs of organizing and holding meetings and workshops related to the coordination of the Recipient’s response to COVID-19 at different levels of the health system.


6. “COVID-19 Special Fund” means the Recipient’s pooled account established pursuant to Decree 0374 dated March 24, 2020 for the purpose of managing funds made available for the emergency response to COVID-19 in the territory of the Recipient.

7. “Emergency Operations Center” means the Recipient’s central command and control facility responsible for carrying out strategic emergency preparedness and emergency management or disaster management functions during an emergency, including data collection and analysis.

8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 10, 2020, as 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


11. “Health Security Unit” means the ministerial unit established pursuant to Arrêté no.006, dated March 13, 2020 operating under the Recipient’s National Contingency Plan for COVID-19 (Plan national de Contingence pour la Préparation et la Riposte à l’Épidémie et la Maladie à Coronavirus COVID-19), referred to in Section I.A.2 of Schedule 2 to this Agreement.

12. “Ministry of Health” or “MoH” means the Recipient’s ministry in charge of public health or any successor thereto.

13. “MPA Program” means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.

14. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to support of the PCU, costs associated with the operations of the Recipient’s Emergency Operations Center, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted employees, including reasonable hazard payments (to eligible community workers/health care workers, in an amount and under terms and conditions set forth in the PIM), but excluding salaries of officials of the Recipient’s civil service.
15. “National Action Plan” means the Recipient’s emergency preparedness and response plan for COVID-19 dated March 2020, as may be updated from time to time.


17. “Project Implementation Manual” or “PIM” means the Recipient’s manual described in Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Association which contains, inter alia: (i) the terms of reference, functions and responsibilities for the members or personnel of the REDISSE IV PCU, and institutional arrangements of the Project; (ii) the procedures for procurement of goods, non-consulting services, consultants’ services, Operating Costs, financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; and (v) rules and procedures governing personal data collection and processing that are consistent with good international practice.

18. “PCU” or “Project Coordination Unit” means the unit referred to Section I.A.4 of Schedule 2 to this Agreement, responsible for the implementation of the Mother and Child Health Service Strengthening Project (“REDISSE IV Project”).

19. “REDISSE IV Project” means the Regional Disease Surveillance Systems Enhancement Project approved by the Board of the Association on October 1, 2019.

20. “SBC” means social and behavior change.

21. “Selected Households and Patients” means households and patients needing food and basic supplies because of quarantine or isolation to be selected according to criteria established by the Recipient’s Technical Committee and reflected in the PIM.

22. “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.

23. “Technical Committee” means the committee mentioned in Section I.A. 3 of Schedule 2 to this Agreement to be housed in the Recipient’s ministry of health.

24. “Training” means reasonable costs incurred by the PCU associated with training under the Project based on the relevant Annual Work Plan and Budget and attributable to study tours, learning courses, seminars, workshops and other activities not included under service provider contracts, including the costs of
purchase and publication of training materials, facilities, equipment rental, travel, accommodation, *per diem* costs of trainees and trainers, trainers' fees and other miscellaneous costs associated therewith.