GRANT NUMBER D601-HT

Financing Agreement

(Haiti COVID-19 Response Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
GRANT NUMBER D601-HT

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF HAITI ("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 fourteen million and six hundred thousand Special Drawing Rights (SDR 14,600,000) ("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 February 15 and August 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. To this end, the Recipient shall carry out the Project, through MSPP, 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 Finance.

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

   (a) the Recipient’s address is:

      Ministère de l’Économie et des Finances
      Palais des Ministères
      5, Avenue Charles Sumner/Turgeau
      Port-au-Prince
      République d’Haiti; and

   (b) the Recipient’s Electronic Address is:

      Facsimile: E-mail:
      (+509) 229 917 32 cabinet@mef.gouv.ht

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: E-mail:
      248423 (MCI) 1-202-477-6391 aabreu@worldbank.org
AGREED as of the Signature Date.

REPUBLIC OF HAITI

By

[Signature]

Authorized Representative

Name: MICHEL PATRICK BOISVERT
Title: MINISTER OF ECONOMY AND FINANCE
Date: April 3, 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: JAVIER SUAREZ
Title: PROGRAM LEADER
Date: April 3, 2020
SCHEDULE 1

Project Description

The objective of the Project is to respond to the threat posed by COVID-19 and strengthen the Recipient’s national systems for public health preparedness.

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


Provide immediate support to minimize imported cases of COVID-19, to limit local transmission through containment strategies and a preparedness and response plan for COVID-19 and to strengthen clinical care capacity and critical core functions of the Recipient’s health system to provide the best care possible for people who become ill.

1.1. Containment Interventions: Support the Recipient to carry out disease detection and containment interventions, including, *inter alia*: (i) activation and operationalization of coordination mechanisms at the central and local level (including the establishment of crisis cells at the departmental level); (ii) strengthening surveillance systems at local and national levels and scaling up testing capacity to ensure early detection through provision of technical expertise, training, goods and supplies, energy-efficient equipment and systems (including for laboratories and surveillance at points of entry); (iii) operationalization of rapid response teams to investigate cases, perform contact tracing and implement community-based interventions for fast local outbreak containment; (iv) information systems to provide data as needed to guide decision-making; (v) update, dissemination, operationalization and training regarding national protocols and guidelines on case management and infection prevention and control; and (vi) other measures supporting the detection and containment of COVID-19 and other potential infectious pathogens.

1.2. Communications Activities Supporting Preparedness: Support the Recipient to carry out communications activities as part of its national communications strategy for COVID-19, including *inter alia*, (i) development and implementation of a national risk-communications and community engagement plan, including details of anticipated public health measures and timely reproduction and dissemination of messages and materials in Haitian Creole; (ii) activities focusing on behavior change to adopt adequate hygiene practices and communication concerning social distancing and other measures necessary in the event of a pandemic or emerging infectious disease outbreak; (iii) activities to counter misinformation and unfounded rumors; (iv) outreach activities involving various ministries and sectors, community groups and local networks; (v) marketing of “handwashing” through mass media, counseling, schools and work places; and (vi) other activities to enhance preparedness against contagious diseases, as needed.
1.3. **Reinforcement of Healthcare Services Provision Capacity**: Support the Recipient to reinforce the inpatient and outpatient health care services to ensure as safe, uninterrupted and comprehensive care as possible, including, *inter alia*: (i) supporting procurement, stock management and distribution of medicines, medication supplies, equipment (including personal protective equipment and diagnostic reagents) and diagnostic reagents, as well as operational support and logistics to ensure availability of these items where and when needed; (ii) Reinforcing infrastructure requirements at health facilities, laboratories and epidemiological surveillance structures, and warehouses, as needed; (iii) Strengthening medical waste management and disposal systems, as well as intra-hospital infection control measures and infection risk mitigation interventions for health facility staff and patients; and (iv) Supporting the mobilization of additional health and other personnel, training of personnel, technical assistance and operational expenses as needed to strengthen the health system’s capacity to provide services and to mobilize surge response capacity as needed.

**Part 2. Health System Strengthening**

Strengthen national health systems for pandemic preparedness, focusing on key areas for core capacities including, *inter alia*, (i) improving surveillance systems for emerging infectious diseases; (ii) strengthening governance and updating the regulatory framework for pandemic preparedness and response; (iii) institutional and organizational restructuring and training of staff, particularly concerning surveillance and response systems; (iv) disease reporting systems for the priority infectious diseases; (v) laboratory investigation of priority pathogens; (vi) active case finding and event-based surveillance; (vii) rumor surveillance and verification; and (viii) joint learning with other countries.

**Part 3. Implementation Management and Monitoring and Evaluation**

Support the capacity of the central MSPP units and departmental health authorities to: (i) coordinate, implement, manage and supervise the Project, including fiduciary aspects, audits, monitoring and evaluation, safeguards and reporting of Project activities and results; (ii) monitor and evaluate prevention and preparedness activities; reinforcement of capacity for clinical and public health research and research on how to address climate-related health risks; and joint-learning across and within countries; and (iii) provide and receive training in participatory monitoring and evaluation activities at all administrative levels, carry out evaluation workshops, and develop action plans for monitoring and evaluation and for the replication of successful models.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall vest the responsibility for the implementation of the Project in MSPP and ensure that the UGP shall carry out said Project with qualified staff in sufficient number, as well as with adequate funds, facilities, services and other resources; all acceptable to the Association and in accordance with the Operations Manual, and the ESCP, as applicable.

B. Operations Manual

1. The Recipient shall adopt a manual (the Operations Manual) not later than one month after the Effective Date, thereafter maintain said manual and carry out the Project in accordance with said manual, as considered satisfactory in form and substance to the Association, which consists of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

   (a) the detailed description of all Project activities, their sequencing and the prospective timetable and benchmarks in relation thereto;
   (b) the Project administrative, financial, accounting, auditing, reporting and procurement and disbursement procedures, including all relevant standard documents;
   (c) the plan for capacity building and training activities under the Project;
   (d) the plan for the monitoring, evaluation and supervision of the Project;
   (e) criteria and process for the selection of health personnel, departmental health directorates, and health supervisory units participating in the Project activities;
   (f) the eligibility criteria for intervention and investments under the Project;
   (g) the ESCP for the Project;
   (h) the grievance mechanisms, the code of conduct and the gender-based violence prevention measures; and
   (i) the performance indicators for the Project.

2. The Operations Manual shall only be amended from time to time in consultation with, and after approval of, the Association. In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.
C. Agreements for the Provision of Technical Assistance

1. To facilitate the carrying out of selected activities under the Project, the Recipient shall, not later than three months after the Effective Date, enter into agreements (the Agreements for the Provision of Technical Assistance) with UN Agencies and Regional Organizations, and thereafter maintain said agreements during the implementation of the Project, on terms and conditions acceptable to the Association, including, inter alia: the Recipient’s obligation to make part of the proceeds of the Financing allocated to Category (1) available to UN Agencies and Regional Organizations in order to assist the Recipient in carrying out selected activities under the Project in accordance with the Anti-Corruption Guidelines, the Procurement Regulations, the ESCP, and the Operations Manual.

2. The Recipient shall exercise its rights or carry out its obligations under the Agreements for the Provision of Technical Assistance in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Agreements for the Provision of Technical Assistance, or any of their provisions.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. 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 as further specified in the ESCP;

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

   (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
(d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

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

3. The Recipient shall:

(a) take all measures necessary on its part 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 management tools and instruments referred to therein, including resettlement action plans, 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) promptly notify the Association 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, including, gender-based violence and violence against minors, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

4. The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

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

The Recipient shall furnish to the Association each Project Report not later than forty-five days after the end of each calendar semester covering said calendar semester as further detailed in the Operations Manual.

**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 the 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, consulting services, Training and Operating Costs for the Project</td>
<td>14,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,600,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Section III A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed SDR 2,500,000.00 may be made for payments made on or after March 1, 2020 for Eligible Expenditures under Category (1).

2. The Closing Date is March 30, 2024.
APPENDIX

Definitions

1. “Agreements for the Provision of Technical Assistance” means any or all of the agreements referred to in Section I.C.1 of Schedule 2 to this Agreement.

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.


5. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Association, dated March 25, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association, and such term includes any annexes or schedules to such plan.


8. "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.


10. "Operating Costs" means reasonable and necessary incremental expenses incurred on account of Project implementation, including office supplies, vehicle rental, operation and maintenance, insurance costs, bank charges, office administration, maintenance and rental costs, communication costs, minor office refurbishing and equipment maintenance, utilities, document duplication/printing, consumables, travel, accommodation, per diem and supervision costs, and salaries of locally contracted employees as well as hazard payments for the Recipient’s civil service staff (excluding regular salaries of the Recipient’s civil service staff), and as approved by the Association.

11. "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.

12. "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.

13. "Training" means expenditures incurred by the Recipient in connection with carrying out training activities under the Project, including travel costs, accommodation and per diem for local trainees, study tours, workshops, conferences, rental of facilities and equipment and training materials and related supplies and any other cost directly linked to the preparation and implementation of trainings and workshops (except the purchase of goods and payments for consulting services).

14. "UGP" means "Unité de Gestion du Projet", the Recipient’s unit within MSPP referred to in paragraph 1 of Section I.A of Schedule 2 to this Agreement.

15. "UN Agencies and Regional Organizations" means any or all specialized agencies of the Organization of the United Nations and any or all regional organizations with which the Recipient may sign Agreements for the Provision of Technical Assistance as referred to in Section I.C.1 of Schedule 2 to this Agreement.