Legal Department
CONFIDENTIAL DRAFT
NEGOTIATED
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Nightingale Rukuba-Ngaiza
April 25, 2022

CREDIT NUMBER 7125-GH

Financing Agreement

(Third Additional Financing Ghana COVID-19 Emergency Preparedness and Response Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7125-GH

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing an additional financing for the additional activities, and the Original Project, Additional Project, Second Additional Project (as defined in the Appendix to this Agreement) the project described in Schedule 1 to this Agreement ("Project"). 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 the amount of sixty million six hundred thousand Dollars (\$60,600,000) (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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.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percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.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 May 15 and November 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 Dollar.

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 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 (20) after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance P.O. Box MB40 Accra, Ghana; and

(b) the Recipient's Electronic Address is:

E-mail:

chiefdirector@mofep.gov.gh

503. 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

1986

United States of America; and (b) the Association's Electronic Address is: Telex: Facsimile: [E-mail:] 248423 (MCI) 1-202-477-6391 AGREED as of the Signature Date. REPUBLIC OF GHANA By **Authorized Representative** Name: Date: _____ INTERNATIONAL DEVELOPMENT ASSOCIATION By **Authorized Representative** Name: _____ Title: Date: _____

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 systems for public health preparedness in the Recipient's territory.

The Project constitutes a phase of the MPA Program, and consists of the Original Project, Additional Project, Second Additional Project and the following parts:

The Project consists of the following parts:

Part 1: Emergency COVID-19 Response

Providing immediate support to the Recipient's program for preventing, detecting and responding to the public health threat by limiting COVID-19 spread, including the following:

- 1. Enhancing case detection, confirmation, tracing, recording and reporting through *inter-alia*: (a) strengthening disease surveillance systems, public health laboratories, and epidemiological capacity for early detection and confirmation of cases; (b) combining detection of new cases with active contact tracing; (c) supporting epidemiological investigation; (d) strengthening risk assessment; (e) providing on-time data and information for guiding decision-making and response and mitigation activities; (f) strengthening surveillance of imported animal and food products to detect likely importation of cases of COVID-19 through non-human means; and (g) purchasing vehicles to convey staff to various duties, and tablets to support the roll out of the Electronic Data Collection System.
- Strengthening containment, isolation and treatment measures including: 2. (a) developing guidelines to operationalize existing or new laws and regulations on social distancing; (b) leasing, renting, and refurbishing designated facilities and centers to contain and treat infected cases in a timely manner; (c) providing health facilities with water, waste management facilities, personal protective equipment and hand hygiene stations, hand sanitizers, mattresses and wheelchairs; (d) fumigating selected health facilities and schools; (e) equipping selected school infirmaries to make them COVID-19 holding rooms for students; (f) providing health facilities and schools with visual aids such as signs and posters at entrances and in strategic places; (g) providing chairs and canopies to increase social distancing in health facilities; (h) supporting access to off-grid solar electricity, potable water and sanitation services for selected rural and peri-urban government health facilities; (i) acquiring a two-way communication equipment and vehicles for the National Ambulance Service; (j) providing essential COVID-19 medications; (k) equipping selected health facilities with basic medical and diagnostic equipment and consumables; rehabilitating the cold rooms for the units for the Expanded Program for Immunization; and ensuring cold chain equipment

meets WHO PQS certified climate friendly criteria;(1) providing additional COVID-19 and co-morbidities medications; and (m) construction of additional health facilities to improve public health delivery; (n) providing warehousing and transportation of medication and medical equipment; and (o) training nursing and medical specialists to improve public health delivery.

- 3. Strengthening the health system for preparedness planning through *inter alia*: (a) providing relevant training to contact tracing coordination teams and networks at the national, regional and district levels; (b) recruitment of technical experts and human resources for technical work and supportive supervision; (c) training of district and sub-district level health workers and volunteers on surveillance and case management; (d) training of laboratory personnel to build diagnostic capacity for COVID-19 at the subnational (regional/district) level; (e) building the capacity of call/hotline centers; through training and provision of goods; (f) strengthening the capacity of national, regional and district rapid response teams including doctors, physician assistants, staff of quarantine facilities, surveillance and point of entry teams across the country and particularly in treatment centers at all border districts; and (g) developing and implementing plans to support individuals and groups including in quarantine centers.
- 4. Providing social support to vulnerable groups including persons affected by gender-based violence (GBV) and persons with disabilities through providing, inter alia: (a) psychosocial counseling; (b) fee-waivers to access necessary medical care and prosthetic equipment to improve their mobility and wellbeing; and (c) training of front-line health workers to recognize and manage early signs of GBV.
- 5. Securing the continuity of essential primary health service delivery, including through: (a) providing routine essential maternal, child health and nutrition services at the primary level, as well as teleconsultation services for the elderly and the chronically ill; and (b) training dedicated staff in district hospitals or in the private sector on telemedicine communication.
- 6. Strengthening COVID-19 vaccine deployment, including providing technical assistance and investments in health systems as follows: (a) develop a COVID-19 Deployment Plan satisfactory to the Association, including strategies for supplying and distribution of the vaccine, strategies for community engagement and advocacy, logistics management, points of delivery, vaccine safety surveillance and waste management; (b) develop a COVID-19 Vaccine Purchase and Procurement Plan, satisfactory to the Association; (c) conduct a readiness assessment for: (i) vaccine awareness; (ii) planning and management by reviewing existing policies and health service delivery models; and (iii) systems and infrastructure for vaccine deployment, including data quality; (d) strengthen existing vaccine deployment systems; (e) enhance the design of existing health service delivery models to ensure they reach target populations; (f) training of

volunteers, select health officials including vaccinators on the appropriate procedures and protocols; and (g) strengthening monitoring and reporting systems for Adverse Events Following Immunization, including financing of Operating Costs of the call center at the FDA; and printing of COVID-19 vaccination cards and education and communication materials related to COVID-19 vaccines; and carrying out post-campaign evaluation of risk communication, social mobilization and coordination activities.

7. Support the Recipient's health sector in the purchase, freight and transportation of Project COVID-19 Vaccines.

Part 2: Strengthening Multi-sector, National Institutions and Platforms for Policy Development and Coordination of Prevention and Preparedness using One Health Approach

- 1. Strengthening the capacity of various health agencies and committees involved in Project implementation, coordination and oversight, including:
 - (a) financing the Operating Costs of the Inter-Ministerial Coordination Committee and the National Technical Coordinating Committee including the administrative-related costs for coordinating meetings and supervision and monitoring; and
 - (b) providing technical support for selected agencies to: (i) strengthen their governance and update their policies and plans; (ii) expedite their institutional and organizational restructuring to respond to emergencies such as pandemic diseases and updating of policies and plans to respond to emergencies/pandemic diseases; and (iii) supervision of contracts for private management of newly established infectious disease centers and medical villages.
- 2. Supporting the operational activities, institutional development and capacity building of the Port Health Division within the Ghana Health Service (GHS) through training, provision of goods, works, services and capacity building of selected officers.
- 3. Establishing and supporting the operation and capacity building/strengthening of the National Vaccine Institute (NVI) including through training, provision of goods, services and operating costs required for that purpose.

Part 3: Community Engagement and Risk Communication

1. Developing systems for risk communication and community engagement at the points of entry, engaging key decisions makers and stakeholders, community and faith-based organization leadership and opinion leaders including through *inter-*

- alia: (a) the development and dissemination of communication support materials such as bill boards, leaflets and pocket cards and epidemiological bulletins; (b) development and broadcasting of television documentaries and informercials; and (c) conducting of civic education and faith-based organization engagements.
- 2. Developing and implementing targeted approaches for community engagement including: (a) conducting home visits and contact tracing; (b) carrying out risk communication through a well-established network of community health officers and community volunteers; (c) conducting various community mass communication interventions including announcements, sensitization through community announcement centers; and (d) information sharing and providing counter misconceptions information.

Part 4: Implementation, Management, and Monitoring and Evaluation

- 1. Carrying out Project management activities including: (a) the provision of support for strengthening the structures for coordination and management of the Project at the central and local levels; (b) implementing financial management and procurement requirements of the Project; and (c) the recruitment of needed additional staff/consultants.
- 2. Carrying out monitoring and evaluation of the Project including: (a) prevention and preparedness; and (b) building capacity for clinical and public health research, including joint-learning across and within countries, all through, *inter alia*:
 - 1. the provision of training in participatory monitoring and evaluation at all administrative levels, including: (A) the carrying out of evaluation workshops; (B) the development of an action plan for monitoring and evaluation; and (C) the replication of successful monitoring and evaluation models.
 - 2. Carrying out the monitoring and evaluation of the project through, *interalia*:
 - a) supporting the PIU in the monitoring of Project implementation through, *inter alia*: (AA) the collection of data from line ministries and other implementation agencies; (BB) the compilation of data into progress reports of Project implementation; (CC) the carrying out of surveys; and (DD) the carrying out of annual expenditure reviews; and
 - carrying out an impact evaluation on the quantitative and qualitative aspects of the Project interventions, including the collection of qualitative information through site-visit interviews, focus groups and respondent surveys.

- 3. Supporting the operational activities, institutional development and capacity building of the Ghana Centers for Disease Control (Ghana CDC), through training, provision of goods, works services and capacity building of selected officers.
- 4. Supporting the Ghana Health Service in carrying out Project management activities including: (a) strengthening the structures for coordination and management of the Project at the regional, district and sub-district levels; (b) implementing financial management and procurement requirements of the Project; and (c) the recruitment of needed consultants.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. <u>Project Implementation Unit</u>

The Recipient shall: (a) maintain, at all times during the implementation of the Project, the Project Implementation Unit (PIU) within the MoH, with composition, powers, functions, staffing, facilities and other resources satisfactory to the Association; (b) assign or recruit any other additional technical staff to ensure effective Project implementation; and (c) designate the Project Implementation Unit to be responsible for day-to-day management and implementation of the Project, including *inter alia*, preparation of annual work plans, environmental and social standards, management, financial management, procurement, monitoring and evaluation, and reporting.

2. <u>Inter-Ministerial Committee</u>

- The Recipient shall ensure that the Inter-Ministerial Coordinating Committee (IMCC) is maintained at all times during the implementation of the Project, with a composition, mandate, terms of reference and resources satisfactory to the Association. The IMCC shall be chaired by His Excellency the President of the Republic of Ghana or his designee and shall comprise the ministers and heads of agencies including those from the MoH, MoF, Ministry of Information, the Office of the President and the MoGCSP.
- b) The IMCC shall be responsible for the primary coordination and provision of strategic and policy guidance on COVID-19 response.

3. <u>National Technical Coordinating Committee</u>

- (a) The Recipient shall ensure that the National Technical Coordinating Committee (NTCC) is maintained at all times during the implementation of the Project, with a composition, mandate, terms of reference and resources satisfactory to the Association. The NTCC shall be chaired by the MoH.
- (b) The NTCC shall be responsible for coordinating technical implementing agencies and partners to develop and determine strategies for the Project and implement them.

4. Ghana Centers for Disease Control

The Recipient shall not later than eighteen (18) months from the Effectiveness Date:

- establish and thereafter maintain, at all times during the implementation of the Project, the Ghana Centers for Disease Control ("Ghana CDC"), with composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for supporting the implementation of the activities for MoH in the following areas: (i) coordination; (ii) case management, including isolation and referrals; (iii) points of entry (including cross border surveillance); (iv) epidemiology/surveillance, data collection and analysis; (v) risk communication and social mobilization; (vi) provide technical support in the laboratories, treatment centers, logistics and medicines; and (vii) infection prevention and waste management; and
- (b) ensure that the Ghana CDC carries out its responsibilities in accordance with the Ghana CDC Operations Manual as shall have been approved by the Association.
- (c) In the event of any inconsistency between the Ghana CDC Operations Manual and this Agreement, the provisions of this Agreement shall prevail.

5. National Vaccine Institute

In implementing Part 2.3 of the Project, the Recipient shall:

- (a) establish and thereafter maintain, at all times during the implementation of the Project, the National Vaccine Institute ("NVI"), with composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for supporting MoH in: (i) coordinating vaccines research and development; (ii) human capacity development in vaccine research and manufacturing; (iii) promoting national vaccine manufacturing; and (iv) providing technical support for the sourcing and introduction of vaccines.
- (b) ensure that the NVI carries out its responsibilities in accordance with its mandate.
- (c) In the event of any inconsistency between any operations of the NVI and this Agreement, the provisions of this Agreement shall prevail.

B. Implementation Covenants

1. Project Implementation Manual

- (a) The Recipient shall implement the Project in accordance with a Project implementation manual ("Project Implementation Manual") containing detailed guidelines and procedures for the implementation of the Project, including with respect to: modalities for handling Personal Data in accordance with the Recipient's national legal requirements, vaccine delivery and distribution, administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safety standards, corruption and fraud mitigation measures, a grievance redress mechanism, 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) Without limitation on Section 1. (a) above, in order to ensure adequate implementation of Part 1 (7) of the Project, the Recipient shall update the Project Implementation to include a section on COVID-19 Vaccine delivery and distribution in form and substance satisfactory to the Association, which shall include:
 - i. rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - ii. rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure; and
 - iii. vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- (c) The Recipient shall ensure that the Project Implementation Manual is not amended or suspended, 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.

C. Annual Work Plans and Budget

For purposes of implementation of the Project, the Recipient shall:

- (a) prepare a draft annual work plan and budget for each year of 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 following year; (ii) the sources and proposed use of funds therefor; (iii) procurement and environmental and social standards 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) not later than November 30 of each year, furnish the draft annual work plan and budget for the following year to the Association for its review, and promptly thereafter finalize the draft annual work plan and budget, taking into account the Association's comments thereon; and
- (c) thereafter adopt and carry out such draft annual work plan and budget for the relevant year as shall have been agreed with the Association ("Annual Work Plan and Budget"), as such plan may be subsequently revised during such year with the prior written agreement 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") including the ESMF, 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association. 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.

E. Standards for COVID-19 Vaccine Approval

All Project COVID-19 Vaccines shall satisfy the World Bank's Vaccine Approval Criteria.

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. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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:

Category	Amount of the Third Additional Financing Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
MOH 1. Goods, works, non-consulting services, consulting services, and Training under Parts 1.1(a) to 1.1(c); 1.2(b) to 1.2(j); 1.3(c); 2.1, 4.1 and 4.2 of the Project	8,700,000	0% until Category (1) of Credit Number 6795-GH and Category (1) of Credit Number 6923-GH are fully disbursed
MOH 2. Goods, works, non- consulting services, consulting services, Operating Costs and Training under: Parts 1.1(f) to (g); 1.2(k) and 1.2(l); 1.4 and 4.3 of the Project	8,500,000	0% until Category (2) of Credit Numbers 6795-GH and 6923-GH are fully disbursed

3. Goods, works, non-consulting services, consulting services, consulting services, Operating Costs and Training under Parts 1.5; 2.2 and 4.4 of the Project GHS 4. Vaccine preparedness under Parts 1.6 (a), (b), (c), (d) and (e) of the Project GHS 5. Goods, works, non-consulting services, Operating Costs and Training under Part 1. 6 (f) and (g) of the Project MoH 7. Goods, works, non-consulting services and Operating Costs for Part 1.2 (m), (n) and (o) of the Project. MoH 8. Goods, non-consulting services, consulting services, consulting services, consulting services, consulting services, consulting services, consulting services and Operating Costs under Part 2.3 of the Project MoH 8. Goods, non-consulting services, consulting services, consultin	GHS	ſ	1 004 14 0 1 10 0 1
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1 !			
and Troject	1		
GHS 5,000,000 100%		5 000 000	1000/
9. Goods, Consulting Services Non-	I	2,000,000	100%
Consulting Services, Training and			
Operating Costs under Part 3 of			
the Project			
10. Unallocated 5,000,000		5,000.000	
TOTAL AMOUNT 60, 600,000	TOTAL AMOUNT		

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;
 - (b) under Categories 1, 2, 3 and 4 unless and until the Recipient has fully disbursed all the funds in connection with the Original Project, Additional Financing Project and Second Additional Financing Project; and
 - (c) under Category 8, unless and until the Recipient has established the NVI in a manner satisfactory to the Association.
- 2. The Closing Date is June 30, 2024.

SCHEDULE 3 Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing May 15, 2027 to and including November 15, 2046	1.65%
commencing May 15, 2047 to and including November 15, 2051	3.40%

^{*} 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. "Additional Financing Agreement" means the financing agreement entered into between the Recipient and the Association, dated November 20, 2020 (Credit No. 6795-GH).
- 2. Additional Project" means the project activities described in Schedule 1 to the Additional Financing Agreement.
- 3. "Adverse Events Following Immunization" means an unwanted or unexpected health effect that happens after someone receives a vaccine, which may or may not be caused by the vaccine.
- 4. "Annual Work Plan and Budget" has the meaning set forth in Section I.B.2 of Schedule 2 to this Agreement.
- 5. "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.
- 6. "Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association and expressed either as a positive or negative percentage per annum.
- 7. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association and expressed either as a positive or negative percentage per annum.
- 8. "BSL3 Laboratories" means bio-safety level 3 laboratories responsible for handling highly pathogenic samples.
- 9. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 10. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).

- 11. "COVID-19 Vaccine Deployment Plan" means the plan developed by the Recipient for the acquisition and roll out of the vaccine.
- 12. "COVID-19 Vaccine Purchase and Procurement Plan" means the plan developed by the Recipient for procurement of vaccines.
- 13. "Electronic Data Collection System" means the hardware and software used in the collection and processing of health service delivery related data and information.
- 14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 25, 2022 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.
- 15. "Environmental and Social Management Framework" or "ESMF" means the plan prepared and adopted by the Recipient setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities including risks of gender-based violence and sexual exploitation and abuse and the measures to be taken to offset, reduce or mitigate such adverse impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
- "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 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 17. "Expanded Program for Immunization" means the program for vaccine immunizations and deployment located in the Diseases Control Department (DCD) in the Ghana Health Service.
- 18. "Food and Drugs Authority" means a national regulatory agency, established and operating pursuant to the Public Health Act, 2012 (Act 851), or its successor.
- 19. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
- 20. "Ghana CDC Operations Manual" means the manual to be developed by the Recipient which defines the scope of work of the Ghana CDC.
- 21. "Ghana Centers for Disease Control" or "Ghana CDC" means the Recipient's agency responsible for disease control or its successor.
- 22. "GHS" means the Recipient's Ghana Health Service, established and operating pursuant to the Ghana Health Service and Teaching Hospitals Act,1996 (Act 525) or its successor.
- 23. "MoF" means the Recipient's Ministry of Finance, or its successor.
- 24. "MoGCSP" means the Recipient's Ministry of Gender, Children and Social Protection, or its successor.
- 25. "MoH" means the Recipient's Ministry of Health, or its successor.
- 26. "MoI" means the Recipient's Ministry of Information, or its successor.
- 27. "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.
- 28. "National Ambulance Service" means the Recipient's agency responsible for providing ambulance services.
- 29. "National Reference Laboratories" means the public health laboratories situated in the Recipient's territory.
- 30. "National Vaccine Institute" means the public health agency to be established by the Recipient and responsible for promoting vaccines research and development.

- 31. "Original Agreement" means the financing agreement entered into between the Recipient and the Association, dated April 3, 2020 (Credit No. 6002-GH).
- 32. "Original Project" means the project activities described in Schedule 1 to the Original Agreement.
- 33. "Operating Costs" means the costs of the reasonable incremental expenses incurred by the Recipient on account of Project implementation of the Project, including the costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication, office administration costs, rental and leasing of buildings for use as temporary health facilities, 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.
- 34. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 35. "Port Health Division" means a unit under the Ghana Health Service responsible for health screening and referrals of travelers entering the Recipient territory.
- 36. "Port Health Division Operational Manual" or "PHOM" means the manual to be developed to define the scope of work of Port Health Division.
- 37. "Project Implementation Manual" or "PIM" means the manual dated April 2020, to be updated by the Recipient, and referred to in Section I.B.1 of Schedule 2 to this Agreement, as such manual may be amended by the Recipient from time to time, with the prior written approval of the Association.
- 38. "Project Implementation Unit" means the Project Implementation Unit within the Ministry of Health, or its successor.
- 39. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 40. Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Recipient's national regulatory authority for distribution, marketing and administration within the territory of the Recipient and acquired or

- deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 41. "Public Health Emergencies Laboratories, Treatment and Isolation Facilities Sustainable Use Policy and Plan" means the plan developed to define the fees policy and use of revenues generated from services provided by the Laboratories, Treatment and Isolation Facilities.
- 42. Second Additional Financing Agreement" means the financing agreement entered into between the Recipient and the Association dated July 13, 2021-(6923-GH)
- 43. "Second Additional Project" means the project activities described in Schedule 1 to the Second Additional Financing Agreement.
- 44. "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.
- 45. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 46. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
- 47. "World Health Organization" or "WHO" means a United Nations' (UN) agency, which primary role is to direct international health within the UN system and to lead partners in global health responses.
- 48. "WHO Fair Allocation Framework" means the WHO's allocation framework as elaborated in its working paper on "Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility" dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) and people who have underlying conditions that put them at a higher risk of death.
- 49. "World Health Organization Performance, Quality and Safety" or "WHO PQS" means a process that prequalifies products and devices so that member states and UN purchasing agencies are assured of their suitability for use in immunization programs.

50. "WHO Prequalification" means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.