Financing Agreement

(Africa CDC Regional Investment Financing Project)

between

REPUBLIC OF ZAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF ZAMBIA ("Recipient" or "Zambia") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS:

(A) the Recipient, Ethiopia and Africa CDC have agreed to participate in the project described in Schedule 1 to this Agreement ("Project") which is the first phase in a series of projects;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the Project;

(C) by a financing agreement to be entered into on or about the date hereof between Ethiopia and the Association (the "Ethiopia Financing Agreement"), the Association will extend to Ethiopia financing to assist Ethiopia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Ethiopia Financing Agreement;

(D) by a financing agreement to be entered into on or about the date hereof by between the African Union and the Association (the "Africa CDC Financing Agreement"), the Association will extend to Africa CDC financing to assist Africa CDC in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Africa CDC Financing Agreement;

(E) Parts 1.1, 2.1, 3.1 and 4.1 of the Project will be implemented by Africa CDC;

(F) Parts 1.2, 2.2, 3.2, 4.2 and 5.1 of the Project will be implemented by Ethiopia; and

(G) Parts 1.3, 2.3, 3.3, 4.3 and 5.2 of the Project will be implemented by the Recipient.

WHEREAS the Association has also agreed, on the basis, inter alia, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE 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 equivalent to sixty five million eight hundred thousand Special Drawing Rights (SDR 65,800,000) (variously, “Credit” and “Financing”), to assist in financing the 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 three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

2.05. The Interest Charge is one and a quarter percent (1.25%) 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. To this end, the Recipient shall cause Parts 1.3, 2.3, 3.3, 4.3 and 5.2 of the Project to be carried out by the Ministry of Health and ZNPHI in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consists of the following:
(a) The Africa CDC Financing Agreement shall have failed to become effective by December 31, 2020.

(b) The Association shall have suspended in whole or in part the right of Africa CDC or Ethiopia, as the case may be, to make withdrawals, respectively, under the Africa CDC Financing Agreement or Ethiopia Financing Agreement, as applicable (and in each case in accordance with section 8.02 of the General Conditions).

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consists of the following

(a) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B of the Schedule 2 to this Agreement.

(b) The Recipient has recruited a Project coordinator for the PIU, with qualifications, experience and terms of reference acceptable to the Association.

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

5.03. 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 VI — REPRESENTATIVE; ADDRESSES

6.01. Except as provided in Section 2.02 of this Agreement, the Recipient’s Representative is the Minister of Finance.

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

(a) the Recipient’s address is:

Ministry of Finance
P.O. Box 50062
Chimanga Road
Lusaka, Republic of Zambia; and

(b) the Recipient’s Electronic Address is:

Tel: (+260 211) 254263/250481
Facsimile: (+260 211) 253494
Email: treasury@mofnp.gov.zm
6.03. 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:

<table>
<thead>
<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDEVAS</td>
<td>248423 (MCI)</td>
<td>1-202-477-6391</td>
</tr>
</tbody>
</table>

Washington, D.C.
AGREED as of the Signature Date.

REPUBLIC OF ZAMBIA

By

____________________
Authorized Representative

Bwalya Ngandu

Name: __________________________

Honourable Minister of Finance, Lusaka

Title: __________________________

08-May-2020

Date: __________________________

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

____________________
Authorized Representative

Deborah L. Wetzel

Name: __________________________

Director, Regional Integration, Africa and MENA Region

Title: __________________________

07-May-2020

Date: __________________________
SCHEDULE 1

Project Description

The objective of the Project is to support Africa CDC to strengthen continental and regional infectious disease detection and response systems.

The Project consists of the following parts:

Part 1: Governance, Advocacy, and Operational Frameworks

1.1 **Africa CDC:**

   (a) Support for: (i) the development of standardized frameworks, standards, protocols, procedures and guidelines for establishing NPHIs (“Standardized Frameworks”); (ii) conducting country assessments and evaluations on NPHI establishment and performance; (iii) the development of protocols to facilitate and support the regional use of laboratories and other public health assets (“Supportive Protocols”) across the continent, and in Ethiopia and Zambia as part of a RISLNET; (iv) the adaptation and adoption at a national level of Africa CDC protocols, frameworks, standards and guidelines among RCCs; (v) the strengthening of Africa CDC’s Advisory and Technical Council and technical working groups; (vi) Africa CDC’s annual conference and other Project-related conferences and workshops; and (vii) the development and dissemination of multi-sectoral preparedness and response plans.

   (b) Support for the development of frameworks, standards, procedures and guidelines to facilitate effective coordination and collaboration between SA-RCC, ZNPHI and SADC.

1.2 **Ethiopia:** Support for the adaptation, adoption and operationalization of the Standardized Frameworks and Supportive Protocols in Ethiopia.

1.3 **Zambia:** Support for: (a) the adaptation, adoption and operationalization of the Standardized Frameworks and Supportive Protocols in Zambia, and (b) the development of an institutional framework, operational guidelines and protocols for operationalizing the SA-RCC Host Country Agreement.

Part 2: Public Health Assets

2.1 **Africa CDC:**

   (a) Support for the establishment and maintenance of RISLNETs including through: (i) the development of a unified information technology (“IT”) platform and infrastructure for connecting RCCs and NPHIs; (ii) technical
workshops on selected public health challenges; (iii) transportation and processing of samples for testing at Africa CDC-affiliated laboratories in Ethiopia and Zambia; (iv) procurement of reagents and specialized materials for sample testing; and (v) technical assistance for the operationalization of RISLNET bureaus in east, south and west Africa.

(b) Technical assistance for the piloting and rollout of the Africa CDC AMR scorecard in Ethiopia.

(c) Support for the development of innovative information systems, including: (i) the design and development of an electronic information platform and database for disease intelligence; (ii) the implementation of an electronic distribution list to rapidly disseminate guidance to public health officials and healthcare providers on emerging threats; (iii) the development and distribution of a periodic report that provides detailed analysis of disease trends; and (iv) the development of multimedia information products designed to increase public awareness of disease risks and recommended health practices.

2.2 Ethiopia:

(a) Support for: (i) the design, construction, equipping, furnishing and set-up of a BSL-3 national reference laboratory, including establishment of a proficiency testing system and panel production center, a laboratory equipment maintenance center, a biobank center, and a central warehouse; (ii) construction and equipping of selected reference BSL-2 laboratories at selected locations along Ethiopia’s borders; and (iii) equipping selected BSL-2 regional reference laboratories.

(b) Support for the development of an AMR center of excellence including through support for: (i) the development and dissemination of AMR tools, policies, (ii) expanding the pilot of the Africa CDC AMR scorecard in Ethiopia and (iii) capacity building for the Ethiopian and Eastern African AMR network.

(c) Support for the creation of a national and regional information hub within EPHI for integrated disease surveillance and intelligence and data management, including through: (i) the carrying out of an IT needs assessment for EPHI’s data management center; (ii) the design, installation, and operationalization of a new communications platform, including procurement and development of the related software and hardware; and (iii) recruitment and training of EPHI IT staff.

(d) Support to enable EPHI to serve as a public health center of excellence including through: (i) developing, adapting and disseminating guidelines
for strengthening surveillance systems, including at points of entry; (ii) provision of training in disease surveillance; (iii) expansion of selected international travelers’ vaccination centers, screening points, and airport isolation sites; (iv) equipping and networking national and sub-national public health emergency operations centers (“PHEOCs”); and (v) creating a national and regional platform for sharing experiences on disease surveillance and public health emergency response coordination.

2.3 Zambia:

(a) Support for: (i) the design, construction, equipping, furnishing and set-up of a BSL-3 national reference laboratory, including an animal laboratory, establishment of a proficiency testing system and panel production center, a biomedical equipment maintenance center, a biobank center, and a central warehouse; (ii) the establishment of a PHEOC; (iii) the establishment of an ICT center (including hardware and software) data management, communication and security systems; and (iv) the design and construction of offices and training facilities for ZNPHI and the SA-RCC.

(b) Support for: (i) the strengthening of disease prevention and control capabilities for Zambia, the SA-RCC member states and other countries; (ii) expansion of sentinel surveillance sites for AMR and human and animal diseases; (iii) implementing a pilot of the Africa CDC AMR scorecard in Zambia; (iv) the creation of public health research and information systems; and (v) the operationalization of a RISLNET for the SA-RCC in line with the SA-RCC Host Country Agreement.

Part 3: Human-Resources Development

3.1 Africa CDC: Support for: (a) the establishment of partnership agreements with health education institutions to support the development and implementation of public health training programs; (b) technical assistance for establishing and operationalizing an Africa CDC fellowship program to build critical skills among entry-level, mid-career, and senior technical staff at the Africa CDC Secretariat and in RCCs; and (c) development and delivery of training to NPHI staff.

3.2 Ethiopia: Training of key personnel in critical skills related to laboratory systems (including occupational health and safety, and environmental and social safeguards), disease surveillance, outbreak investigations, emergency responses, data management, and risk communication.
3.3 **Zambia:**

(a) Support for: (i) building public health human resource surge capacity at the national and regional levels; (ii) the preparation of a comprehensive human-resource needs assessment for disease surveillance and response activities in Zambia; and (iii) the development and delivery of training in critical skills related to laboratory systems (including occupational health and safety, and environmental and social safeguards), disease surveillance, outbreak investigations, emergency responses, data management, and risk communication.

(b) Support for retention of critical human resource capacity within ZNPHI related to ZNPHI’s strategic pillars, namely surveillance and disease intelligence, emergency preparedness and response, laboratory systems and network, information systems, public health research, and workforce development.

**Part 4: Project Management**

4.1 **Africa CDC:** Support for Project implementation and management including: (a) support for procurement, financial management, environmental and social safeguards, monitoring and evaluation, and reporting; (b) recruitment and Training of PIU staff and technical consultants; and (c) Operating Costs.

4.2 **Ethiopia:** Support for Project implementation and management including: (a) support for procurement, financial management, environmental and social safeguards, monitoring and evaluation, and reporting; (b) recruitment and Training of Grants Management Unit and EPHI staff and technical consultants; and (c) Operating Costs.

4.3 **Zambia:** Support for Project implementation and management including: (a) support for procurement, financial management, environmental and social safeguards, monitoring and evaluation, and reporting; (b) recruitment and Training of PIU staff and technical consultants; and (c) Operating Costs.

**Part 5: Contingent Emergency Response Component**

5.1 **Ethiopia:** Provision of immediate response to an Eligible Crisis or Emergency, as needed.

5.2 **Zambia:** Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Technical Steering Committee ("PTSC")

   (a) The Recipient shall cooperate with Africa CDC and Ethiopia to establish, within three (3) months after the Effective Date under this Agreement, the Ethiopia Financing Agreement and the Africa CDC Financing Agreement, whichever is latest; and thereafter maintain at all times during the implementation of the Project, a PTSC with terms of reference, functions, composition and resources satisfactory to the Association. The PTSC shall be responsible for ensuring Project coordination of annual work plans, joint reviews of implementation progress, provision of technical guidance and support to implementing agencies, and information sharing among the Recipient, Africa CDC and Ethiopia.

   (b) The Recipient shall appoint the Director of ZNPHI (or an alternate senior level official) to represent the Recipient on the PTSC.

2. Country Steering Committee ("CSC")

   The Recipient shall, by no later than three (3) months after the Effective Date, establish and thereafter maintain at all times during the implementation of the Project, a CSC with terms of reference, functions, composition and resources satisfactory to the Association, to be responsible for reviewing and approving annual work plans, reviewing implementation progress, provision of technical guidance and support to implementing agencies, and information dissemination at the national level.

3. Project Implementing Unit ("PIU")

   (a) The Recipient shall establish and thereafter maintain at all times during the implementation of the Project, a PIU within the Ministry of Health, with composition, powers, functions, staffing, facilities and other resources satisfactory to the Association. The PIU shall be responsible for day-to-day management and implementation of the Project, including inter alia, preparation of annual work plans, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, technical support, and reporting.
(b) Without limiting the foregoing, the Recipient shall:

(i) by no later than one (1) month after the Effective Date, recruit a finance officer, a procurement officer, an internal auditor, an environmental safeguards specialist, a public health/social safeguards specialist, an infectious disease specialist, and an IT specialist for the PIU; and

(ii) by no later than one (1) year after the Effective Date, recruit a monitoring and evaluation specialist for the PIU, in each case, with qualifications, experience and terms of reference acceptable to the Association.

B. Implementation Covenants

1. Project Implementation Manual

(a) The Recipient shall 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, 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) Subject to the provisions of Section I.E of this Schedule 2, the Recipient shall carry out Parts 1.3, 2.3, 3.3, 4.3 and 5.2 of 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. 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 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) not later than October 31 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.

C. Safeguards

1. The Recipient shall ensure, or cause to be ensured, that Parts 1.3, 2.3, 3.3, 4.3 and (subject to the provisions of Section I.E of this Schedule 2) 5.2 of the Project are carried out with due regard to the EHS Guidelines and in accordance with the Safeguard Instruments, including the guidelines, rules and procedures defined in said Safeguard Instruments (including, for the avoidance of doubt, the Updated Safeguard Instruments, once such instruments have been updated in accordance with the provisions of Section I.C.2(b) of this Schedule 2 below).

2. Updates to Safeguard Instruments

(a) Prior to the commencement of civil works under Part 2.3(a)(i) of the Project, the Recipient shall ensure that the Safeguard Instruments are updated, in a manner and in form and substance satisfactory to the Association, to take into account, inter alia, an assessment of the incinerators at the Zambia Medicines Regulatory Authority (“ZAMRA”), final disposal sites for sludge from wastewater treatment plants and fly-ash from ZAMRA’s incinerators (the “Updated Safeguard Instruments”).

(b) Without limiting the foregoing, the Updated Safeguard Instruments shall: (i) be adopted and disclosed by the Recipient, subject to prior approval by the Association; and (ii) the Recipient shall refrain from tendering or commencing any civil works contract under Part 2.3(a)(i) of the Project unless and until: (A) such Updated Safeguard Instruments have been prepared adopted, disclosed and implemented by the Recipient, and approved by the Association; and (B) the Association has confirmed that said civil works may be commenced.
3. The Recipient shall take all measures necessary for carrying out the requirements of the Safeguard Instruments in a timely manner.

4. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers’ camps; and (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

5. The Recipient shall ensure that no activities under the Project shall involve resettlement or voluntary or involuntary land acquisition.

6. Except as the Association shall otherwise agree, the Recipient shall ensure that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. Without limitation to its other reporting obligations under this Agreement and under Section 4.08 of the General Conditions, the Recipient shall:

   (a) take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;

   (b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project’s civil works, the Project’s contractors and/or subcontractors; and

   (c) 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.
8. The Recipient shall maintain, throughout Project implementation, 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.

D. Other implementation arrangements

1. The Recipient shall take all measures and provide the resources required on its part (including but not limited to supporting the development and signing of a RISLNET statute for the SA-RCC and related arrangements and agreements) to ensure that the BSL-3 national reference laboratory and other public health assets financed under Part 2.3(a) of the Project are made available for use by Africa CDC, the SA-RCC and the member countries of the SA-RCC, in a manner and form satisfactory to the Association.

2. The Recipient shall: (a) exercise its best efforts to put into place adequate arrangements (including the development and implementation of appropriate staffing and budgetary arrangements) to ensure that the financing of the human resource capacity referred to in Part 3.3(b) of the Project is transferred to the Recipient’s budget in a timely manner and in any event, no later than the Closing Date; and (b) periodically keep the Association apprised of its progress in this regard, as part of the Progress Reports or in a separate report or reports, if so requested by the Association.

E. Contingent Emergency Response

1. To ensure the proper implementation of the contingent emergency response activities under Part 5.2 of the Project (“Emergency Response Part”), the Recipient shall:

(a) prepare and furnish to the Association for its review and approval, a contingent emergency response manual (“CER Manual”) which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management arrangements and instruments for the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency
Response Part;

(b) afford the Association a reasonable opportunity to review said proposed CER Manual;

(c) promptly adopt the CER Manual for the Emergency Response Part as shall have been approved by the Association and integrate it as an annex to the Project Implementation Manual;

(d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without prior written approval by the Association.

2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all safeguards instruments required for said activities, in accordance with the CER Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

4. The Recipient shall procure the Emergency Expenditures required for the Emergency Response Part of the Project in accordance with the procurement methods and procedures set forth in the CER Manual.
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 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, Operating Costs and Training for Parts 1.3, 2.3, 3.3, and 4.3 of the Project</td>
<td>65,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures under Part 5.2 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>65,800,000</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; and
(b) under Category (2), for Emergency Expenditures under Part 5.2 of the Project, unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part and an action plan in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E of Schedule 2 to this Agreement;

(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.E of this Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted the CER Manual in form, substance and manner acceptable to the Association and the provisions of the CER Manual remain, or have been updated in accordance with the provisions of Section I.E of this Schedule 2, so as to be appropriate for the inclusion and implementation of said activities under the Emergency Response Part.

2. The Closing Date is December 31, 2025.
**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 May and November:</td>
<td></td>
</tr>
<tr>
<td>commencing May 15, 2025 to and including November 15, 2044</td>
<td><strong>1.65%</strong></td>
</tr>
<tr>
<td>commencing May 15, 2045 to and including November 15, 2049</td>
<td><strong>3.40%</strong></td>
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* 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

Section I. Definitions

1. “Africa CDC” means Africa Centres for Disease Control and Prevention, established as a specialized technical institution of the African Union pursuant to the Africa CDC Statute.

2. “Africa CDC Financing Agreement” has the meaning set forth in the recitals to this Agreement.

3. “Africa CDC’s Advisory and Technical Council” means the advisory and technical council of Africa CDC, established pursuant to the Africa CDC Statute.

4. “Africa CDC Secretariat” means the secretariat of Africa CDC, established pursuant to the Africa CDC Statute.

5. “Africa CDC Statute” means the Statute of the Africa Centres for Disease Control and Prevention, dated January 31, 2016, as may be amended from time to time.

6. “African Union Commission” means the organ serving as the secretariat of the African Union.


8. “AMR” means anti-microbial resistance.


10. “Annual Work Plan and Budget” has the meaning set forth in Section I.B.2 of Schedule 2 to this Agreement.

11. “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.


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

15. “CER Manual” mean the manual referred to in Section I.E of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and to form part of the Project Implementation Manual in accordance with the provisions of said Section.

16. “Country Steering Committee” and “CSC” mean the country steering committee established under Section I.A.2 of Schedule 2 to this Agreement.


19. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

20. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and required for the Emergency Response Part.


22. “EPHI” means the Ethiopian Public Health Institute, pursuant to the Ethiopian Public Health Institute Establishment Council of Ministers Regulation No. 301/2013, or any successor thereto.

23. “ESIA” means the environmental and social impact assessment prepared and adopted by the Recipient, satisfactory to the Association, dated July 2019, and disclosed in-country and on the Association’s website on August 2, 2019, setting out details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, including any schedules to such assessment, and as such assessment may be amended by the Recipient from time to time, with the prior written approval of the Association.
“ESMP” means the environmental and social management plan prepared and adopted by the Recipient, satisfactory to the Association, dated July 2019, disclosed in-country and on the Association’s website on August 2, 2019, which details (a) the measures to be taken during the implementation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including on physical cultural resources and health and safety issues), or to reduce them to acceptable levels; (b) the measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; (c) the procedural, budget and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the Association.

“Ethiopia” means the Federal Democratic Republic of Ethiopia.

“Ethiopia Financing Agreement” has the meaning set forth in the recitals to this Agreement.


“Grants Management Unit” means the Grants Management Unit within Ethiopia’s Ministry of Health, or any successor thereto.

“ICT” means information and communication technology.

“ICMWP” means the infection control and waste management plan prepared and adopted by the Recipient, satisfactory to the Association, dated July 2019, disclosed in-country, and on the Association’s website on August 2, 2019, which details the measures to be taken during the implementation of the Project to prevent and/or mitigate the negative effects of health care waste.

“Ministry of Health” means the Recipient’s Ministry of Health, or any successor thereto.

“NPHI” means a national public health institute.

“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, other than the salaries of selected staff of ZNPHI under Part 3.3(b) of the Project, as agreed by, and in a manner acceptable to, the Association.

35. “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.

36. “Project” has the meaning set forth in the recitals to this Agreement.

37. “Project Implementation Manual” means the manual 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 Implementing Unit” and “PIU” mean the Project implementation unit established under Section I.A.3 of Schedule 2 to this Agreement.

39. “Project Technical Steering Committee” and “PTSC” mean the Project technical steering committee established under Section I.A.1 of Schedule 2 to this Agreement.

40. “RCC” means each Africa CDC regional collaboration center established in accordance with the Africa CDC Statute.

41. “RISLNET” means a regional integrated surveillance and laboratory network.

42. “SADC” means the Southern African Development Community established pursuant to the Declaration and Treaty of the Southern African Development Community dated August 17, 1992, as amended.

43. “Safeguards Instruments” means, collectively, the ESIA, ESMP, and ICMWP, and the Updated Safeguard Instruments, and “Safeguard Instrument” means any of such Safeguards Instruments.

44. “SA-RCC” means the RCC for the Southern Africa Region, located in Zambia pursuant to the SA-RCC Host Country Agreement, and covering Angola, Botswana, eSwatini, Lesotho, Malawi, Mozambique, Namibia, South Africa, Zambia, and Zimbabwe.

46. “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.

47. “Standardized Frameworks” means the standardized frameworks, standards, protocols, procedures and guidelines developed by Africa CDC and referred to under Part 1.1(a)(i) of the Project.

48. “Supportive Protocols” means the protocols developed by Africa CDC and referred to under Part 1.1(a)(iii) of the Project.

49. “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.

50. “Updated Safeguard Instruments” means the updated Safeguards Instruments referred to in Section I.C.2 of Schedule 2 to this Agreement.


52. “ZNPHI” means the Zambia National Public Health Institute, established under the Ministry of Health, or any successor thereto.