
GRANT NUMBER D623-WS

Financing Agreement

(Samoa COVID-19 Emergency Response Project under the COVID-19 Strategic Preparedness and Response Program using a Multiphase Approach)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D623-WS

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INDEPENDENT STATE OF SAMOA ("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 two million two hundred thousand Special Drawing Rights (SDR 2,200,000) ("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 April 15 and October 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall carry out the Project, through MoH, 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 (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

Ministry of Finance
Private Bag
Apia
Independent State of Samoa; and

- (b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+685 21312	Oscar.Malielegaoi@mof.gov.ws

- 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

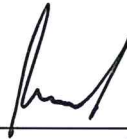
- (b) the Association's Electronic Address is:

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

AGREED as of the Signature Date.

INDEPENDENT STATE OF SAMOA

By



Authorized Representative

Name: Sili. Epa. Tuiofi.

Title: Minister of Finance

Date: 22 - April - 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Michel Kerf

Title: Country Director, PNG & Pacific Islands

Date: 21-Apr-2020

SCHEDULE 1

Project Description

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

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

Part 1: Strengthening Emergency Response for COVID-19

1.1. Health system strengthening for case detection, management and treatment, including: (a) enhancement of laboratory capacity for disease detection (equipment, testing kits, reagent and training); (b) enhancement of risk communication and community engagement; (c) provision of personal protection equipment and essential medical equipment for case treatment; and (d) capacity building and training of health workers on detection, isolation and treatment guidelines.

1.2. Infection prevention and control, including: (a) public and health facility infection prevention control activity and training; (b) provision of health care waste management facility, equipment and goods; and (c) health care waste management training and capacity building.

Part 2: Systems Strengthening for Pandemic Preparedness and Response

2.1. Strengthening of the surveillance system and training of public health surveillance personnel for case detection, outbreak investigation, contact tracing and monitoring.

2.2. Establishment of public health laboratory for human and animal health, including laboratory facilities, equipment, supplies, reagents, and building of laboratory staff's capacity.

2.3. Conduct of Joint External Evaluation, identification of gaps and improvement pandemic preparedness.

Part 3: Implementation Management and Monitoring and Evaluation

Providing technical and operational assistance on Project management and monitoring and evaluation, including supporting monitoring and evaluation, supervision and reporting, financial management, procurement and environmental and social risk mitigation activities; and sharing lessons learnt from response exercises and joint learning domestically and internationally.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. National Emergency Operations Centre

The Recipient, through MoH, shall work with the National Emergency Operations Centre to, among other things, ensure collaboration and operational coordination amongst shareholders.

2. Health Emergency Operations Centre

The Recipient, through MoH, shall maintain the Health Emergency Operations Centre, with composition and mandate acceptable to the Association to, among other things, monitor the global and regional spread of COVID-19 and establish preventive measures.

3. Health Program Advisory Committee

The Recipient, through MoH, shall maintain, at least throughout the period of implementation of the Project, the Health Program Advisory Committee, with representatives of relevant ministries and key stakeholders to be responsible for the provision of overall policy guidance, strategic direction and cross sectoral coordination.

4. Ministry of Health

(a) The Recipient, through MoH, shall implement the Project through its Public Health Services, Hospital and Clinical Services, National Disease Surveillance and International Health Regulations Divisions, based on their respective functional capacities and institutional mandates.

(b) Without limitation to the provisions of Section I.A.4(a) of this Schedule, within MoH: (i) its Health Sector Coordination Resources and Monitoring Division ("HSCRM") shall coordinate and manage the development assistance channeled through the MoH for health sector development, provide day-to-day support for its implementation and monitor the progress achieved; and (ii) with the support of the HSCRM, the Financing and Procurement Division ("F&P") shall provide procurement and financial management services needed for the implementation of the Project.

- (c) Without limitation to the provisions of Section I.A.4(a) and (b) of this Schedule, throughout the implementation of the Project, MoH shall: (i) assign to or recruit for the Project, not later than one (1) month after the Effective Date, if not already in place and thereafter maintain staff in adequate number, each with terms of reference, qualifications and experience acceptable to the Association, including a principal health care waste management officer and a principal monitoring and evaluation officer; and (ii) recruit consultants, each with terms of reference, qualifications and experience satisfactory to the Association, as and when needed, to strengthen the MoH's teams involved in the implementation of the Project and provide capacity building to their staff, including without limitation in HSCRM and F&P.

5. Ministry of Finance

- (a) MoF shall be the Executing Agency for the Project.
- (b) Without limitation to the provisions of Section I.A.4 of this Schedule, MoF, through the CTSSU, shall guide and provide technical support to MoH in the areas of expertise of the CTSSU, as needed for the Project.

B. Project Operations Manual

- 1. By not later than two (2) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), the Recipient shall:
 - (a) prepare and furnish to the Association, for its review and no-objection, a Project operations manual, which shall set forth, *inter alia*, the following detailed arrangements and procedures for the implementation of the Project: (i) institutional arrangements for the day-to-day execution of the Project; (ii) the preparation and successive updates of the Procurement Plan and its implementation arrangements; (iii) implementation arrangements for the Environmental and Social Commitment Plan ("ESCP") and the environmental and social instruments; (iv) budgeting, disbursement, auditing and financial management arrangements; (v) Project monitoring, reporting, evaluation and communication arrangements; (vi) Personal Data collection and processing; and (vii) any other administrative, financial, technical and organizational arrangements and procedures as shall be necessary for the implementation of the Project and the achievement of its development objective ("Project Operations Manual");

- (b) afford the Association a reasonable opportunity to review the proposed Project Operations Manual; and
 - (c) adopt the Project Operations Manual as accepted by the Association.
- 2. The Recipient shall thereafter ensure that the Project is carried out in accordance with the Project Operations Manual, and except as the Association may otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of the Project Operations Manual.
- 3. In the event of any conflict between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

- 1. The Recipient shall prepare and furnish to the Association, through MoF, by not later than one (1) month after the Effective Date and April 1 of each subsequent year during the implementation of the Project (or such later interval or date as the Association may agree), for the Association's review and no-objection, an Annual Work Plan and Budget, which shall, *inter alia*: (a) list all activities (including Operating Costs and Training and Workshops) proposed to be included in the Project for the period covered by the plan and indicate the targets to be achieved; (b) provide a budget for their financing; and (c) describe the measures and actions taken or planned to be taken in accordance with the provisions of Section I.D of this Schedule 2.
- 2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets accepted by the Association for the relevant period; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 3. The Recipient shall not make or allow to be made any change to the Annual Work Plans and Budgets, unless the Association has provided its prior no-objection thereof in writing.

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 ESCP, in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and

appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient, through MoF, shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester (six months), 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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs, and Training and Workshops for the Project	2,200,000	100%
TOTAL AMOUNT	2,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed eight hundred and eighty thousand Special Drawing Rights (SDR 880,000) may be made for payments made prior to this date but on or after January 30, 2020, for Eligible Expenditures.
2. The Closing Date is June 30, 2023.

In Process

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the work plan and budget (including related cash forecasts) for the implementation of the Project accepted by the Association, referred to in Section I.C of Schedule 2 to this Agreement; and “Annual Work Plans and Budgets” means, collectively, all such plans and budgets.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
5. “CTSSU” means the Centralized Technical Service Support Unit established in the Recipient’s Ministry of Finance, pursuant to the Recipient’s Cabinet Directive dated November 22, 2017.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 20, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
7. “Environmental and Social Standards” or “ESSs” means, collectively:
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”;

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

8. “Executing Agency” means the Recipient’s ministry vested with the overarching national responsibilities, including for financial management, procurement, national planning and development, national budgeting, aid coordination and debt management, all in accordance with its mandate under the laws of the Recipient.
9. “Financing and Procurement Division” or “F&P” means the division of MoH in charge of, among other things, the procurement and payment of supplies and equipment by MoH.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
11. “Health Emergency Operations Centre” means the committee in charge of monitoring the global and regional spread of COVID-19 and establishing preventive measures
12. “Health Program Advisory Committee” means the successor to the Health Program Steering Committee, initially established by the Recipient in 2008 to support the implementation of the Recipient’s Health Sector Wide Approach (Swap) Program.
13. “Health Sector Coordination Resources and Monitoring Division” of “HSCRM” means the division of the MoH in charge of, among other things, coordinating and monitoring the use of MoH’s resources.
14. “Joint External Evaluation” means a voluntary, collaborative, multisectoral process established by the World Health Organization to assess country capacities to prevent, detect and rapidly respond to public health risks, whether occurring naturally or due to deliberate or accidental events.
15. “MoF” means the Recipient’s ministry responsible for finance.
16. “MoH” means the Recipient’s ministry responsible for health.
17. “MPA Program” means the global emergency multiphase programmatic approach program supported by the Bank and the Association, designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.

18. “National Emergency Operations Centre” means the facility or facilities designated as such, pursuant to the Recipient’s *Disaster and Emergency Management Act 2007*, or any successor thereto.
19. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of the implementation, management and monitoring and evaluation of the Project, based on the Annual Work Plan and Budget accepted ex-ante by the Association, including rental of office space, bank charges, communications, advertising costs, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of any of the Recipient’s civil servants.
20. “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.
21. “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
22. “Project Operations Manual” means the Recipient’s manual, referred to in Section I.B.1 of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to be adopted by the Recipient in accordance with the provisions of the said section; as said manual may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to the manual.
23. “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.
24. “Training and Workshops” means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including preparation and reproduction of training materials, rental of facilities, reasonable transportation costs, per diem of trainers and trainees (if applicable), and any other expenses directly related to course preparation and implementation.