Financing Agreement

(Papua New Guinea COVID-19 Emergency Response Project)

between

INDEPENDENT STATE OF PAPUA NEW GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INDEPENDENT STATE OF PAPUA NEW GUINEA (“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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fourteen million seven hundred thousand Special Drawing Rights (SDR 14,700,000) (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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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 The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.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 April 15 and October 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 objective of the Project and the MPA Program. To this end, the Recipient shall carry out the Project through its National Department of Health (“NDOH”) 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 treasury.

5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

   Department of Treasury  
The Treasury Building 10th floor  
P.O. Box 542  
Waigani, 131 NCD  
Papua New Guinea

(b) the Recipient’s Electronic Address is:

   Facsimile:  E-mail:  
   +675 3133671  treasury_enquiries@treasury.gov.pg
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 PAPUA NEW GUINEA

By

[Signature]

Authorized Representative

Name: Hon. Ian Ling-Stuckey, CMG, MP
Title: Minister for Treasury
Date: 15 April 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: 
Title: 
Date: 
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 PAPUA NEW GUINEA

By

_____________________________________
Authorized Representative

Name: _____________________________
Title: _____________________________
Date: _____________________________

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

_____________________________________
Authorized Representative

Name: Michel Kerf
Title: Country Director
Date: 15 April 2020
SCHEDULE 1

Project Description

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

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

Part 1: Preparedness for COVID-19 Containment and Mitigation

1.1 Risk Communication and Community Engagement. Carrying out communication and behavior change intervention to promote key prevention behaviors (such as handwashing, cough etiquette and social distancing), including, *inter alia*, developing, testing and disseminating messages and materials; and supporting risk communication, community engagement, school awareness raising activities and partnerships with relevant stakeholders to carry out such activities.

1.2 Strengthening Response Support at Provincial Level. Supporting COVID-19 rapid response and surveillance activities at the provincial level, including, *inter alia*, conducting active case finding and contact tracing; carrying out activities to improve oversight, coordination, surveillance and data analysis to guide the COVID-19 response; and conducting training to support such activities.

1.3 Human Resource Development. Enhancing human resource capacity for COVID-19 preparedness and response, including, *inter alia*, carrying out capacity building activities and training in relation to interpersonal communication by health workers related to COVID-19, infection prevention and control, testing, waste management and clinical management of patients with mild symptoms in primary care settings.

Part 2: Health Systems Strengthening

2.1 Building Testing Capacity. Expanding and/or strengthening the Recipient’s testing capacity for COVID-19, including, *inter alia*, providing containerized laboratory, laboratory equipment, medical furniture, cartridges, reagents, consumables, supplies and test kits to expand testing capacity; and supporting transportation costs for transporting COVID-19 samples within the Recipient’s territory and to reference laboratory abroad for quality control.

2.2 Enhancing Containment and Clinical Management Capacity. Supporting creation of isolation facilities for patients and building clinical management capacity, including, *inter alia*, providing personal protective equipment; equipment, supplies and consumables
for infection prevention, intensive care and waste management; modular isolation units; and medical furniture and other supplies for the isolation units.

2.3 **Strengthening Pandemic Preparedness.** Providing technical assistance to support the Recipient on the implementation of priority actions identified in the Joint External Evaluation and agreed with the Association, and the monitoring of core capacity requirements under the International Health Regulations.

**Part 3: Managing Implementation and Monitoring and Evaluation**

Providing technical and operational assistance to the Recipient on Project management and implementation, including, *inter alia*, supporting monitoring and evaluation activities; sharing lesson learnt from response exercises and joint learning within the Recipient’s territory and with other countries; and providing technical assistance for the development of health worker safety and waste management plans.

**Part 4: Contingent Emergency Response Component**

Providing immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Steering Committee

1. The Recipient shall establish and maintain, throughout the Project implementation period, a Project Steering Committee, with terms of reference, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, reviewing progress of Project implementation, ensuring coordinated efforts by all relevant stakeholders and conducting annual reviews of the Project, and composed of members as described in the Project Operations Manual.

NDOH and Project Coordination Unit

2. The Recipient shall vest responsibility for the overall management and implementation of the Project in NDOH.

3. Without limitation to the generality of Section I.A.2 above, the Recipient, through NDOH, shall:

   (a) ensure that the secretary of NDOH serves as the Project director, who shall be responsible for, *inter alia*, providing Project oversight and coordinating Project implementation among the relevant divisions and departments of NDOH and the Provincial Health Authorities;

   (b) maintain, throughout the Project implementation period, the Project Coordination Unit, with terms of reference, composition and resources satisfactory to the Association, which shall be: (i) responsible for carrying out day-to-day management and implementation of the Project, including, *inter alia*, financial management, procurement, environmental and social management, monitoring and evaluation, and supporting coordination, reporting and communication of Project activities; and (ii) composed of, at a minimum, a Project coordinator and a procurement specialist, and, but only from the respective dates referred to in paragraph (c) immediately below, an environmental and social specialist, a financial management specialist and a monitoring and evaluation specialist, each with terms of reference, qualifications and experience satisfactory to the Association; and
(c) recruit or appoint the following specialists, each with terms of reference, qualifications and experience satisfactory to the Association, within the Project Coordination Unit:

(i) by not later than one (1) month 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), an environmental and social specialist; and

(ii) by not later than three (3) 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), a financial management specialist and a monitoring and evaluation specialist.

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, the Contingent Emergency Response Component Operations Manual ("CERC OM") and those of this Agreement, the provisions of this Agreement and the CERC OM shall prevail, in that order of priority.

C. Semi-Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association, by not later than one (1) month after the Effective Date and January 1 and June 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, a Semi-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; (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 Semi-Annual Work Plans and Budgets accepted by the Association for the relevant period; provided, however, that in case of any conflict between the Semi-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 Semi-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 Section I.D.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;
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.

E. Contingent Emergency Response

1. Prior to the implementation of contingent emergency response activities under Part 4 of the Project (“Emergency Response Part”), the Recipient shall:
(a) prepare and furnish to the Association for its review and approval, a CERC OM which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required for those activities (“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) application of the ESCP and the relevant environmental and social instruments to 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 the proposed CERC OM;

(c) promptly adopt the CERC OM for the Emergency Response Part as shall have been accepted by the Association;

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

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

2. 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;

(b) the Recipient has ensured the preparation and disclosure of the ESCP and all environmental and social instruments as may be required for said activities in accordance with the provisions of Section I.D of this Schedule 2 and the CERC OM, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments;
(c) the Recipient has ensured that the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of the CERC OM, for the purposes of said activities; and

(d) the Recipient has adopted the CERC OM, in form and substance acceptable to the Association, and the provisions of the CERC OM remain up to date, or have been updated in accordance with the provisions of this Section I.E so as to provide detailed arrangement and procedures needed for the implementation of the Emergency Response Part.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report not later than one (1) month 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:
<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, consulting services,</td>
<td>14,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs, and Training and Workshops for the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Emergency Expenditures under Part 4 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,700,000</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, except that withdrawals up to an aggregate amount not to exceed five million eight hundred eighty thousand Special Drawing Rights (SDR 5,880,000) may be made for payments made prior to this date but on or after January 1, 2020, for Eligible Expenditures under Category (1); or
   
   (b) for Emergency Expenditures under Category (2), unless and until the Association is satisfied that all of the conditions listed in Section I.E.2 of this Schedule 2 have been met in respect of said expenditures.

2. The Closing Date is April 30, 2023.
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 April 15 and October 15:</td>
<td></td>
</tr>
<tr>
<td>commencing April 15, 2025 to and including October 15, 2044</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing April 15, 2045 to and including October 15, 2049</td>
<td>3.40%</td>
</tr>
</tbody>
</table>

* 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. “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.

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

3. “Contingent Emergency Response Component Operations Manual” or its acronym “CERC OM” means the manual referred to in Section I.E.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of 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.


5. “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.

6. “Emergency Expenditure” means any eligible expenditures set forth in the CERC OM in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, and included in the Emergency Response Part.

7. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

8. “Emergency Tuberculosis Project” means the Emergency Tuberculosis Project financed by the Association under a financing agreement between the Recipient and the Association dated July 19, 2017, as such agreement may be amended from time to time (Credit Number 6067-PG).

9. “Environmental and Social Commitment Plan” or its acronym “ESCP” means the environmental and social commitment plan for the Project, dated April 9, 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.

10. “Environmental and Social Standards” or its acronym “ESSs” means, collectively:


12. “International Health Regulations” means the International Health Regulations (2005), adopted by the fifty-eighth World Health Assembly on May 23, 2005 and entered into force on June 15, 2007, as such regulations may be revised from time to time.

13. “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.

14. “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.

15. “National Department of Health” or its acronym “NDOH” means the Recipient’s National Department of Health, or any successor thereto.

16. “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 Semi-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.

17. “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.

18. “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.

19. “Project Coordination Unit” means the unit established within NDOH under the Emergency Tuberculosis Project, referred to in Section I.A.3(b) of Schedule 2 to this Agreement.

20. “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.

21. “Project Steering Committee” means the committee established and maintained by the Recipient pursuant to Section I.A.1 of Schedule 2 to this Agreement.

22. “Provincial Health Authority” means a provincial health authority established pursuant to the Recipient’s Provincial Health Authorities Act 2007, No. 9 of 2007, as such act may be amended from time to time; and “Provincial Health Authorities” means all such Provincial Health Authorities.

23. “Semi-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 “Semi-Annual Work Plans and Budgets” means, collectively, all such plans and budgets.

24. “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.
25. “Training and Workshops” means the reasonable costs of training and workshop activities under the Project, based on the Semi-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.