MULTINATIONAL

PROTOCOL OF AGREEMENT

BETWEEN

THE WORLD HEALTH ORGANIZATION

AND

THE AFRICAN DEVELOPMENT FUND

(STRENGTHENING WEST AFRICA’S PUBLIC HEALTH SYSTEMS RESPONSE TO THE EBOLA CRISIS (SWAPHS))
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PROJECT ID : P-Z1-IBE-010
GRANT No. : 2100155028016

This PROTOCOL OF AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this 26th day of August 2014, between the WORLD HEALTH ORGANIZATION (hereinafter referred to as the “Recipient”) and the AFRICAN DEVELOPMENT FUND (hereinafter referred to as the “Fund”). The Recipient and the Fund are hereinafter collectively as the “Parties”.

1. WHEREAS the Recipient has requested the Fund to finance part of the costs of Strengthening West Africa’s Public Health Systems Response to the Ebola Crisis (SWAPHS) (hereinafter referred to as the “Project”) by providing it a grant in the amount specified hereunder;
2. WHEREAS the Project is technically feasible, economically viable, socially desirable, and, constitutes a suitable basis for financing under the activities of the Fund;

3. WHEREAS the Recipient has declared its commitment to the execution of the Project;

4. WHEREAS the Fund has agreed on the basis, inter alia, of the foregoing to extend a Grant to the Recipient upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The Parties to this Agreement accept all the provisions of the General Conditions Applicable to Protocols of Agreement for Grants of the African Development Fund (hereinafter referred to as the “General Conditions”), as amended from time to time, with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions shall have the respective meanings therein set forth.
ARTICLE II
THE GRANT

Section 2.01. **Amount.** The Fund agrees to grant to the Recipient, from its resources, an amount in various convertible currencies not exceeding the equivalent of Twenty-Five Million Units of Account (UA 25,000,000) (the “Unit of Account” being defined in Article 1 paragraph 1 of the Agreement Establishing the Fund) (hereinafter referred to as the “Grant”).

Section 2.02. **Purpose.** The purpose of the Grant is to finance part of the cost of the Project as described in Annex I of this Agreement.

Section 2.03. **Allocation.** The Grant shall be allocated to various categories of expenditures of the Project in conformity with Annex II of this Agreement.

a) The Fund will work in close collaboration with the Recipient and the concerned Regional Member Countries (being defined in Article 1 paragraph 1 of the Agreement Establishing the Fund) (hereinafter referred to as the “RMCs”) to determine the amount of funds to be allocated to specific countries, based on the severity of the epidemic, national response plans, needs assessments expressed by governments and by the regional coordinators.
b) The Recipient, in consultation with the Governments of the concerned RMCs, will indicate to the Fund the proposed use of funds by implementing partners, which use shall be in accordance with the Recipient’s regulations, rules and policies, based on such implementing partners’ ability to fast track the emergency response to the epidemic, with quality interventions. In the absence of an objection from the Fund within one week, the Recipient will proceed accordingly.

Section 2.04. Executing Agency.
The Recipient represented by its Sub-Regional Ebola Outbreak Coordination Centre (SEOCC) in Conakry, Guinea shall be the Executing Agency for the Project.

ARTICLE III
CONDITION PRECEDENT TO ENTRY INTO FORCE

Section 3.01. Condition Precedent to Entry into Force. This Agreement shall enter into force on the date of last signature by the Recipient and the Fund.
The Recipient shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by the Recipient.
ARTICLE IV
DISBURSEMENT OF THE GRANT

Section 4.01. Disbursement of the Grant. Upon entry into force of this Agreement as set forth in Section 3.01 above, the Fund shall make the first disbursement of the Grant to the Recipient using the following bank account:

Account Name: World Health Organization
Bank Name: UBS
Bank address: Case Postale 2600, Geneva 2, CH-1211, Switzerland
Account N°: 240-C0169920.3
IBAN: CH 31 0024 0240 C016 9920 3
SWIFT: UBSWCHZH80A

Section 4.02. Disbursement Installments. The amount of the Grant shall be disbursed by the Fund, subject to the provisions of this Agreement and the General Conditions, where applicable. The Grant will be disbursed in a total number of three installments to be agreed by the Parties as soon as possible after signature of this Agreement in a separate exchange of letters.

Section 4.03. Deadline for Final Disbursement – Closing Date. 30 November 2016, or such later date as shall be agreed upon in writing between the Recipient and the Fund as specified for the purposes of Section 5.03 (1) (g) of the General Conditions. Unless a later date is agreed between the Parties, no disbursement of the Grant shall be
made after this date, and any amount of the Grant then remaining undisbursed (and therefore unwithdrawn) shall be cancelled.

Section 4.04. **Unutilized Portion.** Any unutilized portion of the Grant that is outstanding after the financial closure of the Project or upon the termination or expiration of this Agreement shall be held by Recipient at the disposal of the Fund.

Section 4.05. **Application of Disbursements.** Amounts disbursed on account of the Grant shall be applied by the Recipient solely for the purposes for which they were disbursed.

Section 4.06. **Registration.** The Recipient shall register the Grant as a directed multilateral contribution in support of the Project financed by the Fund as per Annex I hereto.

**ARTICLE V**

**IMPLEMENTATION, UTILISATION OF FUNDS & ACCOUNTING**

Section 5.01. **General Implementation.** The Recipient shall:

a) carry out the Project described in Annex I of this Agreement with the same degree of care and diligence as it exercises with respect to the administration and management of its own affairs;
b) subject to its rules, regulations, reporting practices and established procedures, furnish all information relating to the Project and the use of the proceeds of the Grant, as the Fund shall reasonably request;

c) from time to time exchange views with the Fund’s representatives on the progress and results of the Project; and

d) cause all goods and services financed out of the proceeds of the Grant to be used exclusively for the purposes of the Project.

Section 5.02. Utilization of Funds.

Pursuant to Section 4.05 of the Agreement, the Grant shall be utilized by the Recipient solely for the Project as described in Annex I of this Agreement and shall be administered by the Recipient in accordance with its established Financial Regulations and Rules, and financial and administrative rules and practices.

a) The Fund agrees that the Recipient may utilize an amount constituting not more than seven per cent (7%) of the Grant to cover the costs of indirect administrative support, in accordance with World Health Assembly resolution WHA34.17. This amount is reflected in Annex II of the Agreement.
Section 5.03. Subject to Section 5.01 b) hereof, the Fund will monitor the progress of the Project and may, at any time, by written notice, withhold future disbursements of the Grant if major deviations from the agreed purpose of the Grant occur or if reports are not delivered as agreed or if the objectives of the Project are thwarted or otherwise unfavorably altered. In keeping with the spirit of this Agreement, the Fund agrees to initiate discussions with the Recipient before taking such a decision, it being understood and agreed that the Recipient shall have no obligation to continue implementing the Project in such an instance. The provision of Section 4.04. (Unutilized Portion) will be applied to the extent applicable.

ARTICLE VI

PROCUREMENT OF GOODS, WORKS AND SERVICES

Section 6.01. Procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be effected in accordance with the Recipient’s Rules and Procedures for Procurement of Goods and Services. For avoidance of doubt, it is expressly acknowledged that the Recipient’s procurement eligibility rules shall apply.

With regards to Section 7.04 (d) of the General Conditions, the Recipient shall communicate to the Fund on a confidential basis a list of the contracts for goods, works or services to be financed out of the proceeds of the Grant, but such list may not made publicly available by the Fund.
With regards to Section 7.03 of the General Conditions, the Recipient shall insure or cause to be insured the goods to be financed out of the proceeds of the Grant in accordance with its rules, regulations and policies.

ARTICLE VII

FINANCIAL REPORTS, AUDITS & PROJECT REPORTS

Section 7.01. The Recipient shall ensure that use of the proceeds of the Grant shall be subject to the Recipient’s internal and external auditors in accordance with Recipient’s Financial Regulations and Rules and the International Public Sector Accounting Standards. The Recipient's External Auditors are appointed by its Governing Body - The World Health Assembly composed of its Member States. The Recipient's accounts and records cannot be audited (or investigated) by any external party, including any External Auditor other than the External Auditor appointed by the World Health Assembly.

The external auditors’ certification of accounts and audit report is made available to the Recipient on an annual basis. After approval of the external auditors’ certification of accounts and audit report by the Recipient’s Executive Board at its annual meeting, a copy of the same shall be made available to the Fund upon request.

The Fund may monitor and conduct an evaluation of the technical activities carried out under this Grant, which may include visits from
the Fund staff to discuss the activities with the Recipient’s personnel. The Recipient will provide the Fund with any relevant information concerning the implementation of the Project. However, the Fund may not have unrestricted access to the accounts and records of the Recipient.

Section 7.02.

a) **Situation Report.** The Recipient agrees to provide a situation report on the activities in general and specific progress information on the Project as required for the purpose of this Agreement; and

b) **Project Reports.** The Recipient shall provide the Fund with annual project reports. The format of such project reports shall be agreed between the Parties. The project reports shall provide information on the use of the Grant and the results obtained.

c) **Final Report.** The Recipient shall provide the Fund with a final report, containing operational and financial sections. The final report shall be submitted to the Fund no later than six (6) months of after the operational and financial closure of the Project.

A Final Certified Financial Statement (FCFS) of income and expenditure will be provided by the Recipient, after the financial closure of the Project, namely, after settlement of all
encumbrances for activities started by the Recipient prior to completion or early termination of the Agreement.

ARTICLE VIII
ACKNOWLEDGEMENT OF THE GRANT

Section 8.01. The Recipient shall make an appropriate acknowledgment of the Grant. Where appropriate, the Recipient will acknowledge the Fund’s funding in publications, speeches, press releases or other similar matters. In the absence of the consent of the other Party, neither Party may refer to the Grant or to the relationship between the Parties in any material of a promotional nature.

ARTICLE IX
CONSULTATION AND EXCHANGE OF INFORMATION

Section 9.01. The Fund and the Recipient shall co-operate to ensure that the purpose of this Agreement is fully accomplished. To this end, the Parties exchange views on the implementation of this Agreement and the performance of their respective obligations hereunder.
ARTICLE X
AMENDMENT, TERMINATION AND DISPUTE SETTLEMENT

Section 10.01 Amendment. This Agreement may be amended by written agreement between the Parties.

Section 10.02. Termination. Either the Fund or the Recipient only shall be entitled to terminate this Agreement by giving not less than three (3) months’ advance written notice to the other Party.

Section 10.03. Unless terminated as provided for in Section 10.02 of this Article, this Agreement and the obligations therein, shall remain in effect until the entire resources of the Grant shall have been fully disbursed and accounted for by the Recipient pursuant to this Agreement.

Section 10.04. Arbitration. Any dispute or difference arising out of or in connection with this Agreement which cannot be settled amicably through direct negotiations between the Parties may be referred by any of the Parties to a sole arbitrator to be jointly appointed by the Parties or, failing that, by the International Court of Justice which shall act as the appointing authority. The arbitration procedure shall be conducted in accordance with the UNCITRAL Arbitration Rules then in effect. The place of arbitration shall be London, England and the language of the arbitration shall be English.
The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

ARTICLE XI

PRIVILEGES AND IMMUNITIES

Section 11.01. Nothing contained in this Agreement shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to any of the Parties under international conventions or any other applicable law.

For the avoidance of doubt, the Parties are not subject to any national legislation or jurisdiction (including for interim or security measures such as injunctions).

ARTICLE XII

ADDRESSES, NOTICES AND COMMUNICATION

Section 12.01. Any notice or communication given and/or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when delivered by hand, mail, telex, cable, or fax, as the case may be, to the Party to which it is required to be given or made at such Party’s address specified below or such other address as shall be notified in writing by any of the Parties after the date of this Agreement:

[Signature]
For the Fund: Address for communications:
African Development Bank
Temporary Relocation Agency
15, avenue du Ghana
Tunis Belvedere 1002
TUNISIA
Telephone: +216 71 10 21 91
Facsimile: +216 71 10 26 79

Headquarters address:
African Development Bank
01 BP 1387
Abidjan,
CÔTE D'IVOIRE

For the Recipient: Address for communications:
World Health Organization
Regional Office for Africa
Cite de Djoue
B.P. 06
Brazzaville
Republic of Congo
Attn: Dr Francis Kasolo, Coordinator,
Sub-Regional Ebola Outbreak
Coordination Centre

Headquarters address:
World Health Organization
20 Avenue Appia
1211 Geneva 27
Switzerland
Section 12.02. For the purposes of this Agreement, the representatives of the Parties shall be:

(a) **For the Fund:** The Director, Human Development Department

(b) **For the Recipient:** The Executing Agency

Section 12.03 Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.
IN WITNESS WHEREOF the Recipient and the Fund, each acting through its authorized representative, have signed this Agreement in two original counterparts in English on the date first above written.

FOR THE WORLD HEALTH ORGANIZATION

[Signature]
LUIS GOMES SAMBO
REGIONAL DIRECTOR
WORLD HEALTH ORGANIZATION
REGIONAL OFFICE FOR AFRICA

FOR AFRICAN DEVELOPMENT FUND

[Signature]
DONALD KABERUKA
PRESIDENT

ATTESTED BY:

[Signature]
CECILIA AKINTÓMIDE
VICE PRESIDENT SECRETARY GENERAL
ANNEX I

PROJECT DESCRIPTION

The development objective of the Project is to contribute to ongoing efforts to reduce the morbidity, mortality and to break the chain of transmission of Ebola Virus Disease (EVD) by strengthening sub-regional public health systems. Project components are grounded in the WHO-led USD 100 million Ebola Virus Disease Outbreak Response Plan, the sub-regional EVD Outbreak Response Plan, National Response Plans and fit with multi-partner response.

The African Development Bank and the African Development Fund’s (together, the “Bank”) assistance will take a two pronged approach. In the short term, the Bank assistance will support the EVD Outbreak Response Plan in West Africa (July to December 2014) endorsed by the WHO and governments of Guinea, Liberia and Sierra Leone at the Accra meeting in July 2014. The total cost of the plan is USD 100,000,000 and its main objectives are to; i) Stop transmission of EVD in the affected countries through scaling up effective evidence based outbreak control measures and ii) Prevent the spread of EVD to the neighboring at risk countries by strengthening of epidemic preparedness and response measures.

In the long term (3 years) the assistance will strengthen epidemic preparedness and response to the countries of the West African region to facilitate early detection and response to potential threats arising from epidemic and pandemic prone diseases. In line with the Bank’s Strategy for 2013-2022, the assistance will contribute to overall health system strengthening and include operational priorities of infrastructure development, regional integration, governance and skills and technology development.
Based on the current epidemiological profile of the EVD outbreak and the technical knowledge base available, the Bank assistance will include the following components.

**Component I:** Building Human Resource Capacity and Systems for Epidemic Preparedness and Response.

**Component II:** Infrastructure Development

*Subcomponent a)* Soft infrastructure – Deployment of Emergency alert and response system through the use of mobile technology to improve active surveillance and control

*Subcomponent b)* Infrastructure rehabilitation of health facilities

*Subcomponent c)* Strengthening Health Information Systems

**Component III:** Strengthening Governance and Regional Institutions

*Subcomponent a)* Strengthening Governance at national and subnational levels. The assistance will strengthen governments’ capacity for transparent and accountable use of public resources in the management. Specifically the project will support national and local government authorities provide information to the public in a timely, transparent and coordinated manner before, during and after the outbreak. The objectives are to instil public’s trust in the local and national health system and to convey realistic expectations about the capacity to respond and manage an outbreak

*Subcomponent b)* Improving coordination of regional and national institutions

The capacity of sub-regional and national institutions will be upgraded for managing the epidemic including strengthening governance, coordination, leadership and public order. The project will strengthen regional enhancement of cross-border collaboration
between countries through the development and implementation of a joint framework. Specifically, the sub-regional Ebola Outbreak Coordinating Center, established in Conakry (Guinea) will be strengthened to coordinate all interventions regarding the containment of the Ebola virus Disease in West Africa. In addition, this component will focus on strengthening regional, national and local coordination, whole society response and proactive preparedness promotion across the WHO African Region though social mobilization and capacity building. The use of NGOs and civil society organizations will be promoted to extend the reach of governments in providing services to the under-privileged and to remote rural areas. Regional institutions will be supported to play a prominent role in verifying and implementing emergency Ebola response measures, a fundamental aspect of which should be to meet regularly with affected communities and make site visits to areas of operation. For all infected and high-risk areas, similar mechanisms should be established at the state/province and local levels to ensure close coordination across all levels.

Subcomponent c) Strengthening civil society/communities’ response to the epidemic

Social mobilization/risk communication will be strengthened to advance positive behavioral practices. Since the epidemic has spread beyond the typical risk groups of remote populations in contact with wildlife to urban groups, specific communication campaigns will be designed to counter prevailing misinformation and traditions that are encouraging the spread of the disease. There will be a need for governments to ensure that there is a large-scale and sustained effort to fully engage the community – through local, religious and traditional leaders and healers – so communities play a central role in case identification, contact tracing and risk education; in addition, governments should ensure funerals and burials of Ebola victims are conducted by well-trained personnel, with provision made for the
presence of the family and cultural practices, and in accordance with
national health regulations, to reduce the risk of Ebola infection.
ANNEX II  

ALLOCATION OF THE GRANT

The present Annex indicates the category of expenditure to be financed out of the resources of the Grant and the allocation of the resources to the category financed.

Category of Expenditure

<table>
<thead>
<tr>
<th>Expenditure category</th>
<th>Activity</th>
<th>Cost (UA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods (procurement of essential supplies)</td>
<td>Laboratory kits</td>
<td>550,000</td>
</tr>
<tr>
<td></td>
<td>Personal protective equipment</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>equipment for safe elimination of bio-medical waste</td>
<td>200,000</td>
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<tr>
<td></td>
<td>IT software for Emergency Alert and response system M-health</td>
<td>6,700,000</td>
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<tr>
<td></td>
<td>HMIS systems</td>
<td>100,000</td>
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<tr>
<td>Services</td>
<td>Training and deployment of health officers</td>
<td>9,000,000</td>
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<tr>
<td></td>
<td>IT M-Health service contracts</td>
<td>700,000</td>
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<tr>
<td>Works</td>
<td>Rehabilitation of isolation units</td>
<td>4,114,486</td>
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<tr>
<td>Operation</td>
<td>WHO indirect administrative support cost (7%)--WHA 34.17</td>
<td>1,635,514</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>25,000,000</td>
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