Financing Agreement

(KOSOVO EMERGENCY COVID-19 PROJECT-Additional Financing)

between

REPUBLIC OF KOSOVO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6963-XK

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF KOSOVO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement) and the project described in Schedule 1 to this Agreement ("Project"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of fifteen million Euros (EUR 15,000,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge, and (b) three-fourths of one percent (3/4 of 1%) per annum, on the Withdrawn Credit Balance.

- 2.05. The Interest Charge is the greater of (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge, and (b) zero percent (0%) per annum, on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are February 15 and August 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 Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall carry out the Project, through its Ministry of Finance, Labor and Transfers and Ministry of Health, 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 Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient shall have carried out an environmental and social review of the Original Project, in form and substance satisfactory to the Association;
 - (b) The Recipient shall have updated the Environmental and Social Management Framework (including the Labor Management Procedures) originally prepared for the Original Project, in order to address the activities covered by the additional financing of this Agreement, and the Recipient shall have carried out public consultations on, adopted, and disclosed the said Framework, all in form and substance satisfactory to the Association; and
 - (c) The Recipient shall have hired a project coordinator, with terms of reference and with qualifications acceptable to the Association, for the Project Coordination Unit.

- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Minister of Finance, Labor and Transfers, who, *inter alia*, may on behalf of the Recipient agree to any revision of the provisions set forth in the Schedules to this Agreement, in accordance with Section 11.02(b) of the General Conditions.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance, Labor and Transfers New Government Building Mother Teresa Street 10000 Pristina Republic of Kosovo; and

(b) the Recipient's Electronic Address is:

Facsimile:

E-mail:

+383-38-213-113

debtunit@rks-gov.net

- 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:

248423 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

REPUB	LIC OF	KOSOVO					
Ву		OSON REPU					
	Authorized Representative TINEA						
	Name:	He kura u transmit					
	Title:	Minister					
	Date: _	23-Jul-2021					
INTERN	NATION	AL DEVELOPMENT ASSOCIATION					
Ву		linda Van Gelder					
	Authorized Representative Linda Van Gelder						
	Name: _						
	Title:	Country Director					
	Dotos	29-Jun-2021					

SCHEDULE 1

Project Description

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

The Project is a part of the MPA Program and consists of the Original Project and the following Part 1.B(viii) and Part 1.C:

Part 1. Emergency COVID-19 response.

- A. Strengthening capacity for early case detection, confirmation, Contact Tracing, reporting, and monitoring.
 - (i) Strengthening of disease surveillance systems and public health laboratories, and equipping of public health laboratories with diagnostic kits, reagents and related consumable materials (including, *inter alia*, non-latex gloves, bio-hazard bags, sterile aerosol barrier tips, reaction tube strips and plates).
 - (ii) Detection of new COVID-19 cases through the provision of training to public health workers in each of the regional hospitals with active Contact Tracing, to undertake Contact Tracing and to strengthen collaboration between central authorities, regional hospitals, and municipality services.

B. Health capacity strengthening.

- (i) Provision of tailored training and guidelines for health care workers on:
 (a) identifying and treating COVID-19; (b) appropriately using personal protective equipment ("PPE"); and (c) carrying out disease surveillance and prevention of the spread of respiratory infections within healthcare facilities.
- (ii) Development and distribution of training, including, *inter alia*, training modules and presentations, for health care professionals.
- (iii) Provision and distribution of PPE in accordance with WHO guidelines, including to social workers.
- (iv) Provision of medical equipment and supplies, including diagnostic kits for COVID-19.

- (v) Rehabilitation and expansion of the Infectious Disease Clinic in the University Clinical Centre of Kosovo within its existing physical footprint to meet the expected demand for hospital care and intensive care.
- (vi) Mobilization of medically qualified professionals to offer clinical services during the peak of the pandemic.
- (vii) Provision of workshops and symposia to the wider community (including businesses, employers, media, and politicians) on disease surveillance, treatment and prophylaxis for COVID-19.

(viii) Provision of:

- (a) technical advisory services to: (1) assess Kosovo's health network; (2) develop a health sector strategy to guide Kosovo's investment strategy to improve its resilience against future shocks and to forecast needs in vaccines, supplies and equipment; (3) support Kosovo's Health Insurance Fund; (4) develop a national strategy on maintaining and improving mental health services and standard operating procedures for mental health service referrals, and provide related training to primary health care providers and teachers; and (5) assess the vaccination module of the Kosovo's health information system to inform future development of the system and to support the mapping of family physicians with patients for post-vaccination follow-up; and
- (b) support to essential health services through the procurement of emergency essential drugs (on the national essential list of medicines and medical supplies) to be provided to health facilities for the treatment of COVID-19 and related conditions.

C. Vaccine Procurement and Deployment.

Assistance in the urgent efforts to respond to the COVID-19 pandemic through:

- (i) Vaccine Procurement and Deployment. Supporting Kosovo's health sector in the purchase of Project COVID-19 Vaccines through:
 - (a) Supporting Kosovo's health sector in the purchase of Project COVID-19 Vaccines;
 - (b) Strengthening Kosovo's institutional framework to enable safe and effective vaccine deployment including the establishment of an institutional framework for the safe and effective vaccine deployment, including (i) establishing regulatory standards and

procedures at the national level to improve vaccine adverse events monitoring and reporting, and (ii) creating accountability, grievance and citizens engagement mechanisms; and

- (c) Improving Kosovo's immunization systems and service delivery capacity through:
 - (i) communications campaign activities to address, inter alia, vaccine hesitation and to provide relevant vaccination information;
 - (ii) strengthening of information technology systems and delivery services, including, inter alia: (A) development of a surveillance electronic system for infectious diseases. with focus on COVID-19 and its interconnections with European Centre for Disease Prevention and Control required reporting, as needed; (B) upgrading of Kosovo's health information system in primary health care facilities; (C) carrying out of civil works and provision of equipment to improve Kosovo's capacity to prevent antimicrobial resistance and associated infection decisions, and vehicles required for the safe transportation of vaccines and home vaccination services; and (D) technical assistance on planning for investments in, environmentally friendly, cold-chain infrastructure and vaccine planning;
 - (iii) implementation support for a post-vaccine adverse effects monitoring system, comprising, inter alia, standard operating procedures, standardized reporting forms, and digital solutions for reporting; and
 - (iv) safe medical waste management and disposal systems through: (A) the provision of civil works to expand the capacity of the designated sterilization facilities; (B) the mobilization and training of health care personnel to set up appropriate procedures on site, and mobile teams engaged in vaccination rollout; and (C) the provision of necessary goods and equipment, including non-burn equipment and other disinfection devices to prepare waste for sanitary landfill after disinfection.

Part 2. Supporting households to comply with public health containment measures.

Provision of income support to the poor and vulnerable households through the Recipient's Social Assistance Scheme ("SAS") and any reasonable and directly associated fees of Payment Service Providers; activities involving said payments ("Cash Transfers") consist of:

A. Maintenance of social assistance payments.

Financing of ongoing SAS payments for current SAS Beneficiaries, and new beneficiaries that meet the SAS eligibility criteria, for an approximate period of four months.

B. Increase in value of social assistance payments.

Financing of the doubling of regular SAS payments to SAS Beneficiaries for an approximate three-month period.

C. Expansion of social assistance payments.

Provision of support for the expansion of the SAS to provide social assistance to Qualifying Households based on the criteria set forth in Measure 15 of the Operational Plan on Emergency Fiscal Package.

Part 3. Project management, communications, and community engagement.

A. Project management.

Provision of support – through goods, consulting services, non-consulting services, Operating Costs and Training – to MoFLT and MoH for Project management and implementation, including Project procurement, financial management, compliance with environmental and social standards, communications and outreach, and monitoring and reporting; such support includes the provision of technical assistance to adapt the SAS management information system.

B. Communications and community engagement.

- (i) Development and distribution of basic communication materials on COVID-19 to the general public in Albanian and Serbian.
- (ii) Development and implementation of outreach and awareness building materials and activities to reach the vulnerable and high-risk groups, including the elderly and Roma, Ashkali, and Egyptian communities, in coordination with the Recipient's ongoing communication initiatives.

(iii) Establishment of mechanisms to, *inter alia*, receive input and feedback from communities and SAS Beneficiaries, and rapidly assess the emergency support provided through SAS to inform the Recipient's real-time decision-making.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

- 1. The Recipient, through the Ministry of Finance, Labor and Transfers ("MoFLT"), shall be responsible for:
 - (a) the overall coordination of the Project;
 - (b) maintaining, throughout Project implementation, an SAS Division, with functions and responsibilities acceptable to the Association, for the implementation of Part 2 of the Project, in coordination with the Centers for Social Work; and
 - (c) implementation of Part 2 of the Project, and Part 3 of the Project in relation to Project management and implementation activities carried out by MoFLT, including the respective administrative, environmental and social requirements, financial management, and monitoring and evaluation responsibilities for the relevant Parts of the Project, as specified in the Project Operations Manual ("POM").
- 2. The Recipient, through the Ministry of Health ("MoH"), shall:
 - (a) maintain, throughout Project implementation, a Project Coordination Unit ("PCU") with functions and responsibilities acceptable to the Association, for the implementation of the Project; and
 - (b) through the PCU, be responsible for the overall implementation, management, coordination, and oversight of Part 1 of the Project, and Part 3 of the Project in relation to Project management and implementation activities carried out by MoH, including the administrative, environmental and social requirements, disbursement, financial management procurement, and monitoring and evaluation responsibilities for the relevant Parts of the Project, as specified in the POM.
- 3. The Recipient shall maintain, throughout Project implementation, a senior management committee, chaired by the Minister of Health or his designee, including deputy ministers, directors of relevant MoH departments and/or divisions, the director of the Kosovo Hospital and University Clinical Center, and the director of National Institute of Public Health, or such composition acceptable to the Association, to be responsible for the decision-making mechanisms for, and

to coordinate and monitor the progress of, Parts 1 and 3 of the Project; said committee shall inform the MoFLT (as the overall Project coordinator) of the technical decisions taken by the committee concerning the said Parts of the Project.

- 4. The Recipient shall maintain at all times qualified staffing, budgetary resources, and authority necessary and appropriate for the satisfactory implementation of the Project.
- 5. Without limitation upon Section 5.14 of the General Conditions, in carrying out Part 2 of the Project, the Recipient, through MoFLT, shall issue to each Payment Service Provider, the ACG Notice, in a manner acceptable to the Association, including:
 - (a) a copy of the Anti-Corruption Guidelines; and
 - (b) requirement that the Payment Service Provider complies with the Anti-Corruption Guidelines in the holding, processing, and disbursement of Credit proceeds.

B. Project Operations Manual

- 1. The Recipient, through MoH, shall by no later than thirty (30) days after the Effective Date, prepare and adopt a Project Operations 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 standards; corruption and fraud mitigation measures; a grievance redress mechanism; roles and responsibilities for Project implementation; personal data collection and processing in accordance with good international practice; and other arrangements and procedures as shall be required for the effective implementation of the Project; all shall be in form and substance satisfactory to the Association.
- 2. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Operations Manual or any of its provisions. In case of any inconsistencies between the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Vaccine Delivery and Distribution Manual.

- 1. Without limitation on Section 1.B above, by no later than thirty (30) days after the Effective Date, to ensure adequate implementation of Part 1.C of the Project, the Recipient shall prepare and adopt, a manual for COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Manual"), in form and substance satisfactory to the Association, which shall include:
 - (a) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (c) rules and procedures for processing and collection of Personal Data in accordance with good international practice; and
 - (d) vaccine distribution plan, including action plan setting out timeline and steps for immunization.
- 2. (a) The Recipient shall carry out the Project in accordance with this Agreement, the Project Operations Manual, and the Vaccine Delivery and Distribution Manual.
 - (b) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Project Operations Manual or the Vaccine Delivery and Distribution Manual without prior approval of the Association.
 - (c) In the event of any conflict between the provisions of the Project Operations Manual or Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

D. Standards for COVID-19 Vaccine Approval.

All Project COVID-19 Vaccines shall satisfy the Vaccine Approval Criteria.

E. Environmental and Social Standards.

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), 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 (including, (i) explosions, spills, and any workplace accidents that result in death, serious or multiple injury, or pollution, (ii) any issues or grievances arising from the surveillance and/or monitoring activities under Part 1 of the Project, (iii) any violent labor unrest or dispute between the Recipient or security forces (assigned to protect the Project) and local communities, (iv) any case of sexual exploitation and abuse, sexual harassment and violence against minors, or (v) any incidents in or related to international waterways or disputed areas), 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.

F. Annual Work Plan and Budget

- 1. The Recipient, through the MoFLT as the overall Project coordinator, shall:
 - (a) prepare, through the MoH, and furnish to the Association not later than October 15 of each fiscal year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following year, and a proposed financing plan for expenditures required for such activities ("Annual Work Plan and Budget");
 - (b) specify any training activities in each such proposed work plan and budget that may be required under the Project, including: (i) the type of training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the

institution or individual who will conduct the training; (v) the location and duration of the training; and (vi) the cost of the training;

- (c) afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association; and
- (d) not make or allow to be made any change to the approved Annual Work Plan and Budget without the Association's written prior approval.

Section II. Project Monitoring, Reporting and Evaluation

- 1. 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.
- 2. Data Protection. 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 Financing Allocated from Crisis Window (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consulting services, non-consulting services, Operating Costs, and Training under Part 1.A and	1,250,000	100%

Part 1.B(i)-(vii) of the Project		
(2) Goods, works, consulting services, non-consulting services, Operating Costs, and Training for Part 1.B(viii) and 1.C of the Project	13,592,880	100%
(3) Goods, consulting services, non-consulting services, Operating Costs and Training under Part 3 of the Project	157,120	100%
TOTAL AMOUNT	15,000,000	

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 EUR 6,000,000 may be made for payments made prior to this date but on or after June 10, 2021, for Eligible Expenditures under Category (2).
- 2. (a) All amounts withdrawn from the Credit Account shall be used by the Recipient exclusively for the financing of activities agreed with the Association.
 - (b) The Recipient further undertakes that no Credit proceeds or resources may be used for law-enforcement, security, military, or paramilitary purposes or for any payments made to any law-enforcement, security, military, or paramilitary forces without the Association's express approval.
 - (c) If the Association determines, at any time, that an amount of the Credit was used to make a payment for either: (i) ineligible expenditures; or (ii) eventually used for military or paramilitary purposes, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such expenditures financed by the Association. All amounts so refunded to the Association pursuant to the abovementioned request will be subsequently cancelled.
- 3. The Closing Date is June 30, 2023.

Section IV. Other Undertakings

1. The Original Financing Agreement is amended as set forth in Schedule 4 to this Agreement.

SCHEDULE 3

Repayment Schedule

	Principal Amount of the Credit repayable	
Date Payment Due		
	(expressed as a percentage)*	
On each February 15 and August 15:		
commencing August 15, 2026 to and including February 15, 2046	1.65%	
commencing August 15, 2046 to and including February 15, 2051	3.40%	

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

SCHEDULE 4

Amendments to the Original Financing Agreement

- 1. Section 5.02(a) of the Original Financing Agreement is hereby amended to refer to: "Ministry of Finance, Labor and Transfers."
- 2. All references to "Ministry of Finance and Transfers" and "MoFT" in the Original Financing Agreement shall be amended to read "Ministry of Finance, Labor and Transfers" and "MoFLT," respectively.
- 3. Schedule 1 to the Original Financing Agreement is hereby amended to add a new Part 1.B(viii), as said Part is set forth in Schedule 1 to this Agreement.
- 4. Schedule 1 to the Original Financing Agreement is hereby amended to add a new Part 1.C, as said Part is set forth in Schedule 1 to this Agreement.
- 5. Part 3.B(ii) of Schedule 1 to the Original Financing Agreement is hereby amended to read in its entirety as said Part is set forth in Schedule 1 to this Agreement.
- 6. Schedule 2 to the Original Financing Agreement is hereby amended to add new Sections I.C and I.D, as said sections are set forth in Schedule 1 to this Agreement; the succeeding sub-sections under Section I of the Original Financing Agreement are renumbered accordingly.
- 7. Section I.D.1(a) of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as Section I.F.1(a) is set forth in Schedule 2 to this Agreement.
- 8. Section II of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as said Section is set forth in Schedule 2 to this Agreement.
- 9. The table in Section III.A.2 of Schedule 2 to the Original Financing Agreement is hereby amended to read as follows:

Category	Amount of the Financing Allocated from Crisis Window (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consulting services, non-consulting services, Operating Costs, and Training under Part 1.A, Part 1.B(i)-(vii), and Part 3 of the Project	17,100,000	100%
(2) Cash Transfers and Payment Service Provider fees under Part 2 of the Project	28,900,000	100%
TOTAL AMOUNT	46,000,000	

- 10. Section III.B.3 of Schedule 2 to the Original Financing Agreement is hereby amended to read as follows:
 - "3. The Closing Date is June 30, 2023."
- 11. The Appendix to the Original Financing Agreement is hereby amended by adding or amending, and placing in alphabetical order, the following definitions (as a result, the remaining definitions are renumbered to maintain alphabetical order):
 - "COVAX Facility' means the COVID-19 Vaccine Global Access Facility, a mechanism through which demand and resources are pooled to support the availability of, and equitable access to, COVID-19 vaccines for all economies, and which is coordinated by Gavi, the Vaccine Alliance, the Coalition for Epidemic Preparedness Innovations (CEPI), and the WHO."
 - "Environmental and Social Commitment Plan' or 'ESCP' means the environmental and social commitment plan for the Project, dated June 11, 2021, 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."

- "European Centre for Disease Prevention and Control" means the agency of the European Union by the same name."
- "'Health Insurance Fund' means the Recipient's public health insurance institution, in capacity of a legal entity with special rights, obligations, responsibilities and authorizations for implementation of Law No. 04/L-249 on Health Insurance on behalf of the insured persons, including effective collection of financial means for provision of health care services by health care institutions in all types of ownership."
- "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."
- "'Procurement Regulations' means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers," dated November 2020."
- "'Project Coordination Unit' or 'PCU' means the unit described in Section I.A.2 of Schedule 2 to this Agreement."
- "Project COVID-19 Vaccine' means a vaccine for the prevention of COVID-19, authorized by the Recipient's national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof."
- "'Project Operations Manual' or 'POM' means the manual described in Section I.B of Schedule 2 to this Agreement."
- "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority."
- "Vaccine Approval Criteria' means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association."

"'Vaccine Delivery and Distribution Manual' means the Recipient's manual referred to in Section I.C of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association's prior written approval."

""WHO Emergency Use Listing' means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency."

""WHO Fair Allocation Framework' the rules which govern the allocation of vaccines to participants in the COVAX Facility, as developed by WHO, subject to periodic review by the COVAX Facility."

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

APPENDIX

Definitions

- 1. "ACG Notice" means the notice issued by the Recipient, through MoFLT, as referred to in Section I.A.5 of Schedule 2 to this Agreement.
- 2. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Recipient and approved by the Association in accordance with Section I.F of Schedule 2 to this Agreement; and "Annual Work Plans" means more than one Annual Work Plan and Budget.
- 3. "Anti-Corruption Guidelines" or "ACG" 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.
- 4. "Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- 5. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
- 6. "Cash Transfers" means cash payments provided by Ministry of Finance, Labor and Transfers, from the proceeds of the Financing under Part 2 of the Project, to eligible SAS Beneficiaries and Qualifying Households.
- 7. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 8. "Centers for Social Work" means the centers established pursuant to, and for the purposes set forth in, Law No. 02-L-17 on Social and Family Service and Law No. 04-L-081 on amending and supplementing the Law No. 02-L-17 on Social and Family Services.
- 9. "Contact Tracing" means, for public health purposes, the process of identifying persons who may have come into contact with an infected person, testing for

- infection, treating the infected, and tracing their contacts in turn, with the aim of reducing infections in the population.
- 10. "COVAX Facility" means the COVID-19 Vaccine Global Access Facility, a mechanism through which demand and resources are pooled to support the availability of, and equitable access to, COVID-19 vaccines for all economies, and which is coordinated by Gavi, the Vaccine Alliance, the Coalition for Epidemic Preparedness Innovations (CEPI), and the WHO.
- 11. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- "Environmental and Social Management Framework" means the document to be prepared, adopted, and disclosed by the Recipient for the Project, that sets forth (a) the modalities for site-specific environmental and social screening and procedures for the preparation and implementation of environmental and social management plans under the Project, including the criteria (and forms) for social screening to exclude any activities that may cause physical or economic displacement, (b) the set of mitigation, monitoring, and institutional measures and procedures required in order to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and (c) the actions needed to implement said measures, and as the same may be amended from time to time with the Association's prior written approval.
- 13. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 11, 2021, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: 14. (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"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 15. "European Centre for Disease Prevention and Control" means the agency of the European Union by the same name.
- 16. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
- 17. "Health Insurance Fund" means the Recipient's public health insurance institution, in capacity of a legal entity with special rights, obligations, responsibilities and authorizations for implementation of Law No. 04/L-249 on Health Insurance on behalf of the insured persons, including effective collection of financial means for provision of health care services by health care institutions in all types of ownership.
- 18. "Labor Management Procedures" or "LMP" means the document prepared by the Recipient, in form and substance satisfactory to the Association, and in accordance with Environmental and Social Standard 2, setting out, *inter alia*, the overview of the labor use in the Project, an assessment of potential Project-related labor risks, the types of Project workers and their terms and conditions of employment, the age of employment, the details of the Project dedicated grievance mechanism to be provided to direct workers and contracted workers, and occupational health and safety requirements for Project workers; as the LMP may be revised from time to time, with prior written agreement of the Recipient, and such term includes any annexes or schedules to such LMP.
- 19. "Measure 15" means the emergency measure set forth in the Recipient's Operational Plan on Emergency Fiscal Package.
- 20. "Ministry of Finance, Labor and Transfers" or "MoFLT" means the Recipient's ministry of the same name or any legal successor or successors thereto.
- 21. "Ministry of Health" or "MoH" means the Recipient's ministry of the same name or any legal successor or successors thereto.
- 22. "MPA Program" means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19.
- 23. "Operating Costs" means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project by the

Recipient; such costs may include, as relevant, and as the Association may agree pursuant to the respective Annual Work Plan and Budget, for the following: (a) Project audits; (b) office supplies; (c) office rental; (d) vehicle rental; (e) office and equipment maintenance and repair; (f) communications; (g) translation and interpretation (not covered under Training); (h) travel and Project supervision; (i) publication fees; (j) ownership of intellectual property rights; (k) travel, accommodation, and *per diem* associated with training, workshop, and study tour participants and trainers, and other training-related miscellaneous costs, all such costs which shall not be covered under Training, and which are based on an Annual Work Plan and Budget agreed with the Association; (l) service fees of a United Nations agency (for the provision of goods, works or services under the Project, as agreed by the Association); and (m) other miscellaneous expenses directly associated with the Project and agreed between the Association and the Recipient. Such Operating Costs shall not include expenses financed by IDA under other projects or financed by other financiers.

- 24. "Operational Plan on Emergency Fiscal Package" means the Recipient's emergency response plan and fiscal package for COVID-19, adopted through the Government's Decision 01/19, on March 30, 2020, following the Government's declaration of a public health emergency on March 15, 2020; said Operational Plan on Emergency Fiscal Package may be modified from time to time during the emergency, and acceptable to the Association; such term includes all schedules and annexes to said document.
- 25. "Original Financing Agreement" means the financing agreement for the Project between the Recipient and the Association, dated June 29, 2020 (Credit No. 6678-XK), pursuant to which the Association agreed to make a credit to the Recipient in the amount of forty-six million Euros (EUR 46,000,000) to finance the Original Project on the terms and conditions set forth in said agreement.
- 26. "Original Project" means Project as described in Schedule 1 of the Original Financing Agreement.
- 27. "Payment Service Providers" means the payment service providers (such as commercial banks, post offices and such other fiscal agents) formally authorized by the Recipient to receive deposits of, and to transfer to SAS Beneficiaries, SAS payments on behalf of the Recipient, and to whom the Recipient has issued ACG Notices.
- 28. "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.

- 29. "PPE" means personal, protective equipment.
- 30. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers," dated November 2020.
- 31. "Project Coordination Unit" or "PCU" means the unit described in Section I.A.2 of Schedule 2 to this Agreement.
- 32. "Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Recipient's national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; "Project COVID-19 Vaccines" means the plural thereof.
- 33. "Project Operations Manual" or "POM" means the manual described in Section I.B of Schedule 2 to this Agreement.
- 34. "Project Procurement Strategy for Development" or "PPSD" means the same term as defined in the Procurement Regulations.
- 35. "Qualifying Household" means a household that qualifies for expanded social assistance payments made pursuant to Measure 15 of the Operational Plan on Emergency Fiscal Package; said qualification determined based on the selection criteria set forth in the said plan and the Recipient's Notification published on MoFLT's website on April 17, 2020, for the said measure (i.e., households in which the applicant household member is unemployed, no member of the household receives any other regular assistance from the government, and the household has no source of formal income), acceptable to the Association, or such criteria as may be formally modified by the Recipient and determined to be acceptable to the Association for the purposes of this Project.
- 36. "SAS Beneficiaries" means the beneficiaries that qualify for social assistance payments under the laws and/or regulations governing the Recipient's Social Assistance Scheme, based on criteria set forth in said laws and/or regulations, as such criteria may be formally modified by the Recipient, if such modification is determined to be acceptable to the Association for the purposes of this Project; "SAS" Beneficiary" means one such beneficiary.

- 37. "SAS Division" means the division of the MoFLT that is responsible for implementing the Recipient's Social Assistance Scheme, or any legal successor or successors thereto with such responsibility.
- 38. "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.
- 39. "Social Assistance Scheme" or "SAS" means the scheme of the Recipient regulated under the Recipient's Law No. 2003/15 on the Social Assistance Scheme in Kosovo and Law No. 04/L-096 on Amending and Supplementing Law No. 2003/15 on the Social Assistance Scheme.
- 40. "Stringent Regulatory Authority" means a National Regulatory Authority ("NRA") that is classified by WHO as a Stringent Regulatory Authority.
- 41. "Training" means the reasonable expenditures associated with training under the Project, based on the relevant Annual Work Plan and Budget, including 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.
- 42. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
- 43. "Vaccine Delivery and Distribution Manual" means the Recipient's manual referred to in Section I.C of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association's prior written approval.
- 44. "WHO" means the World Health Organization.
- 45. "WHO Emergency Use Listing" means a risk-based procedure for assessing and listing by WHO of unlicensed vaccines, therapeutics, and in vitro diagnostics with the aim of expediting the availability of these products to people affected by a declared public health emergency.
- 46. "WHO Fair Allocation Framework" the rules which govern the allocation of vaccines to participants in the COVAX Facility, as developed by WHO, subject to periodic review by the COVAX Facility.

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