Pandemic Prevention, Preparedness and Response Trust Fund Grant Agreement

(Modernization and Improvement of Rehabilitation Services Project)

between

REPUBLIC OF MOLDOVA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Entity of the Pandemic Prevention, Preparedness and Response Trust Fund

PPR GRANT NUMBER TF0C4575

PANDEMIC PREVENTION, PREPAREDNESS AND RESPONSE TRUST FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF MOLDOVA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as an implementing entity of the Pandemic Prevention, Preparedness and Response Trust Fund. The Recipient and the Bank hereby agree as follows:

WHEREAS, under the Loan Agreement, the Bank has agreed to provide financing to the Recipient in the form of a Loan consisting of thirty-six million two hundred thousand Euros (€36,200,000) to assist in the financing of the project described in Schedule 1 to the Loan Agreement ("Project").

NOW THEREFORE, the Recipient and the Bank hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

Article II The Project

- 2.01. The Recipient declares its commitment to the objectives of the Project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall:
 - (a) through MoH, carry out Parts 1, 2, 3, and 4 of the Project; and
 - (b) carry out Part 5 of the Project,

all in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed five million six hundred and twelve thousand United States Dollars (\$5,612,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank confirming that the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01, the Recipient shall furnish to the Bank a legal opinion, satisfactory to the Bank, from the Recipient's Minister of Justice, showing on behalf of the Recipient that this Agreement has been duly authorized and ratified by, and executed and delivered on its behalf, and that it is legally binding upon the Recipient in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, the date on which this Agreement shall enter into effect shall be the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. Termination for Failure to Become Effective. This Agreement and all obligations of the Parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after

consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Recipient's address is:

Ministry of Finance Constantin Tanase Street, 7 MD-2005 Chisinau Republic of Moldova; and

(b) the Recipient's Electronic Address is:

Telex:

E-mail:

373-22262600

cancelaria@mf.gov.md

- 5.03. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Bank's address is:

International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America; and

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

E-mail

248423 (MCI) or

1-202-477-6391

idobraja@worldbank.org

64145 (MCI)

AGREED as of the Signature Date.

| REPUBLIC OF MOLDOVA By | Mencelly. | 2 14 Hune, 202 |
|---|---|-------------------|
| | Authorized Representative | 14 Seek, were |
| Name: _ | Ala Nemerenco | |
| Title: | Minister | |
| Date: | 17-Jun-2024 | |
| INTERNATIONAL BANK FOR RECONSTRUCTION AND DE- acting as an Implementing Entity Preparedness and Response Tru | VELOPMENT y of the Pandemic Prevention, | |

| Ву | | The briga |
|----|---------|---------------------------|
| | | Authorized Representative |
| | Name: _ | Inguna Dobraja |
| | Title: | Country Manager |
| | Date: | 17-Jun-2024 |

SCHEDULE 1 Project Description

The objectives of the Project are to (i) strengthen NCDs care by improving prevention and rehabilitation services, with a focus on stroke and heart attacks, at all levels of the health system, and (ii) in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

Part 1: Integrated care at hospital level for NCD patients.

Strengthening the capacity of Selected Hospitals to provide Integrated Care to patients facing Catastrophic Health Events through, *inter alia*: (i) strengthening their emergency care capabilities; (ii) developing and upgrading health facilities and equipment, including diagnostic, curative, and rehabilitation equipment and emergency transport services; (iii) providing technical assistance to determine the required, works, equipment, infrastructure improvements, and transportation services; and (iv) implementing works to improve accessibility and conditions of facilities providing rehabilitation care for Selected Service Lines.

Part 2: Integrated prevention and rehabilitation services at the primary care and population-level

- Implementing NCD prevention and disease management programs for the Recipient's citizens and refugee populations, including: (i) screening and treatment; (ii) the provision of Training to healthcare workers to better manage chronic disease conditions and to detect, triage, assess and manage the care of patients after a Catastrophic Health Event; (iii) deploying public awareness campaigns to address the major risk factors for Catastrophic Health Events; (iv) scaling up the existing and developing new telemedicine and digital health programs; and (v) the development of materials, guidance notes and protocols to support healthcare workers in supporting NCD prevention and management.
- 2. Providing preventive and rehabilitation services including, *inter alia*: (i) developing materials and Training to support utilization of protocols for the integration of multidisciplinary care for cardiac and stroke patients; (ii) strengthening of the digital infrastructure between Facilities to support the integration of rehabilitation services; (iii) discharge planning and protocols from secondary to primary care; (iv) developing rehabilitation support materials; (v) developing home-based care models; and (vi) enhancing Primary Care Facilities to improve their physical accessibility.

Part 3: Pandemic preparedness

Enhancing pandemic preparedness in Selected Regional Facilities through, inter alia:

(i) refurbishing the National Agency for Public Health infrastructure and its additional Storage Facilities, (ii) refurbishing and procuring Surveillance Equipment for the Public Health Laboratory Network infrastructure, and (iii) the provision of technical assistance and Training to strengthen emergency preparedness.

Part 4: Project Management

Providing support for project management, coordination, and monitoring and evaluation activities, including third party monitoring, Training and Operating Costs.

Part 5: Contingent Emergency Response

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

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Institutional Arrangements.

1. The Recipient, through MoH, shall establish and thereafter operate and maintain throughout Project implementation a Project Implementation Unit ("PIU") with functions, resources and staffing acceptable to the Bank, including, *inter alia*: a Project coordinator, a procurement specialist, a financial management specialist, an environmental specialist and a social specialist, as further detailed in the Project Operations Manual.

B. Project Operations Manual.

- 1. Without limitation upon the provisions of Article II of the Standard Conditions, the Recipient shall, through MoH, carry out the Project in accordance with the Project Operations Manual, which shall include, *inter alia*: (a) a detailed description of the activities and institutional arrangements for the Project, including the technical, administrative and fiduciary functions of the relevant agencies; (b) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (c) the monitoring indicators for the Project; (d) the grievance mechanism; (e) the PIU's functions and terms of reference; (f) a detailed description of the Excluded Activities; and (g) the Anti-Corruption Guidelines.
- 2. Except as the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Project Operations Manual or any provision thereof.
- 3. In case of any conflict between the terms of the Project Operations Manual, and this Agreement, the provisions of this Agreement shall prevail.

C. Environmental and Social Standards.

- The Recipient, through MoH, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Recipient, through MoH shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient, through MoH shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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 Bank 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, through MoH shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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, through MoH 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 Bank.
- 6. The Recipient, through MoH shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors,

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

| Category | Amount of the Grant Allocated (expressed in USD) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|---|--|--|
| (1) Goods, works, non-consulting services, consulting services, and Training under Part 3 of the Project | 5,612,000 | 100% |
| TOTAL AMOUNT | 5,612,000 | |

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is March 31, 2027.

APPENDIX

Section I. Definitions

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard 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. "Borrower" means the Republic of Moldova.
- 3. "Catastrophic Health Events" means acute health conditions developed in patients that require hospitalization and urgent medical interventions, primarily strokes and heart attacks.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 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. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated January 11, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 7. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social

- Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 8. "Excluded Activities" means investments or activities classified as substantial or high risk in respect to potential environmental and social impacts, in accordance with the provisions of the Project Operations Manual and the ESCP.
- 9. "Facilities" means any physical infrastructure and resources that are used to provide medical services and care to individuals or implement public health functions. These facilities can include various types of healthcare settings, such as hospitals, clinics, health centers, and specialized treatment centers.
- 10. "Integrated Care" means an approach characterized by a high degree of collaboration and communication among health professionals at all levels of health service delivery.
- 11. "Loan Agreement" means the agreement entered into between the Recipient and the Bank for the Project, as the same may be amended from time to time.
- 12. "MoH" means the Recipient's Ministry of Health, established pursuant to the Recipient's Government Decree No. 148 dated August 25, 2021, and published in the Official Gazette on September 1, 2021, or any successor thereto acceptable to the Bank.
- 13. "NAPH" or "National Agency for Public Health" means the Recipient's national level organization responsible for public health, infectious disease control, occupational health, epidemiology, control of medical devices, quality of medicines, para-pharmaceutical products and their circulation, established pursuant to the Recipient's Government Decree No. 1090, dated December 18, 2017, and published in the Official Gazette on December 20, 2017, or any successor thereto acceptable to the Bank.
- 14. "NCD" or noncommunicable disease means a medical condition or disease that is not caused by infectious agents and is chronic in nature.
- 15. "Operating Costs" means the reasonable incremental expenses incurred by the Borrower on account of Project implementation, including costs related to office supplies, shipping costs, office rentals, communication costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, but excluding salaries of officials of the Borrower's civil service, and any other reasonable incremental expenditures agreed by the Bank.
- 16. "PIU" means the Project Implementation Unit referred to in Section I.A of Schedule 2 to this Agreement.

- 17. "Primary Care Facilities" means healthcare centers and clinics that provide the first point of contact for individuals seeking medical care. These facilities are responsible for delivering primary healthcare services, which include preventive care, health promotion, diagnosis, treatment of common illnesses, and management of chronic conditions.
- 18. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 19. "Project Operations Manual" means the operations manual for the Project, acceptable to the Bank, referred to in Section I.B of Schedule 2 to this Agreement.
- 20. "Public Health Laboratory Network" means a network of laboratories that are part of the NAPH and are responsible for conducting various diagnostic tests and analyses related to public health.
- 21. "Selected Hospitals: means Clinical Hospital of the Ministry of Health, Republican Children's Rehabilitation Center, Balti Clinical Hospital, as well as District Hospitals in Edinet, Şoldăneşti, Teleneşti, Hînceşti, Leova, Căuşeni, and Călăraşi, Anenii Noi, Briceni, Cahul, Călăraşi, Cantemir, Căuşeni, Cimişlia, Comrat, Criuleni, Donduseni, Drochia, Edinet, Floreşti, Făleşti, Glodeni, Hînceşti, Ialoveni, Leova, Nisporeni, Ocniţa, Orhei, Rezina, Rîşcani, Sîngerei, Şoldăneşti, Soroca, Ştefan Vodă, Străşeni, Teleneşti, Ungheni, and any other as agreed by the Bank.
- 22. "Selected Regional Facilities" means healthcare facilities that meet the eligibility criteria set forth in the Project Operations Manual to become beneficiaries under Part 3 of the Project.
- 23. "Selected Service Lines" means pediatric trauma, physiotherapy, neurology, cardiology, speech therapy, nutrition, oncology services for patients with NCDs, psychiatry, geriatrics, and any other as agreed by the Bank.
- 24. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 25. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
- 26. "Storage Facilities" means the buildings needed to adequately and safely store public health equipment, vaccines, devices, medication and office supplies relevant to the functions of the health system.

- 27. "Surveillance Equipment" means the tools and technologies used to monitor and track the occurrence and spread of diseases within a population, including informational patient management systems, telehealth platforms, medical equipment, laboratory and diagnostic equipment and devices and kits, and any other as agreed by the Bank.
- 28. "Training" means the reasonable costs associated with training under the Project, as agreed between the Recipient and the Bank, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees, training fees, and other training related miscellaneous costs acceptable to the Bank.