
ORIGINAL LOAN NUMBER 9105-PH
ADDITIONAL LOAN NUMBER 9220-PH

Loan Agreement

(Providing Additional Financing and Amending and Restating the Original Loan
Agreement for Philippines COVID-19 Emergency Response Project)

between

REPUBLIC OF THE PHILIPPINES

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE PHILIPPINES ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

WHEREAS (A) under an agreement, dated as of April 28, 2020 between the Borrower and the Bank as amended on December 29, 2020 ("Original Loan Agreement"), the Bank agreed to provide a loan in the amount of one hundred million Dollars (\$100,000,000) ("Original Loan") to assist in financing the project described in Schedule 1 to the Original Loan Agreement ("Original Project").

(B) the Borrower has requested the Bank to provide additional financial assistance in support of additional activities related to the Original Project, by extending to the Borrower an additional loan in an amount of five hundred million Dollars (\$500,000,000) ("Additional Loan") for this purpose; and

WHEREAS the Borrower has agreed, on the basis, *inter alia*, of the foregoing to extend such additional financial assistance to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the Borrower and the Bank hereby agree to amend and restate the Original Loan Agreement, with effect from the Effective Date of this Agreement, to read 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 this Agreement (including the Preamble and the Appendix hereto).

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the following loans, which may be converted from time to time through a Currency Conversion, in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) the Original Loan in an amount of one hundred million Dollars (\$100,000,000); and
 - (b) the Additional Loan in an amount of five hundred million Dollars (\$500,000,000) (the Original Loan and the Additional Loan, collectively, "Loan").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.



- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance, provided that: (a) the Commitment Charge of the Original Loan for the period beginning on the date of accrual of the Commitment Charge of the Original Loan and ending on the date of the first anniversary of such date of accrual shall be zero percent (0%); and (b) the Commitment Charge of the Additional Loan for the period beginning on the date of accrual of the Commitment Charge of the Additional Loan and ending on September 11, 2022 shall be zero percent (0%).
- 2.05. The interest rate is: (a) the Reference Rate plus the Variable Spread in respect of the Original Loan; and (b) the Reference Rate plus the Variable Spread in respect of the Additional Loan; or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are: (a) April 15 and October 15 in each year in respect of the Original Loan; and (b) March 1 and September 1 in each year in respect of the Additional Loan.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower, through DOH, shall carry out the Project 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, namely, that the Borrower has updated and disclosed the Environmental and Social Management Framework in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its Secretary of Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's Address is:

Department of Finance
Department of Finance Building
Roxas Blvd. cor. Pablo Ocampo Sr. St.
Manila 1004



Philippines

(b) the Borrower's Electronic Address is:

Facsimile:

Email:

(63-2) 8523-9216

secfin@dof.gov.ph

5.03. For purposes of Section 10.01 of the General 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

PhilippinesCMU@worldbank.org

64145(MCI)



AGREED as of the Signature Date.

REPUBLIC OF THE PHILIPPINES

By



Authorized Representative



Name: Carlos G. Dominguez

Title: Secretary

Date: MAR 19 2021

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By Ndiane Diop

Authorized Representative

Name: Ndiane Diop

Title: Country Director

Date: 17-Mar-2021

SCHEDULE 1

Project Description

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

The Project is a part of the MPA Program, and consists of the following parts:

Part 1: Strengthening Emergency COVID-19 Health Care Response

Strengthening health care service delivery system to provide rapid response to the COVID-19 outbreak, through:

1.1. *Provision of Medical and Laboratory Equipment and Reagents*

Providing support for: (a) improving medical and laboratory equipment at selected DOH-managed hospitals and provincial hospitals; (b) upgrading health facilities' capacity for diagnostics and treatment of COVID-19 infection; (c) delivering trainings to health providers and technicians; and (d) facilitating logistics and supply chains for the delivery of equipment to frontline health facilities.

1.2. *Provision of Medical Supplies, including Personal Protective Equipment, COVID-19 Vaccines, Medicines, and Ambulance*

Providing: (a) personal protective equipment and medical counter-measures and supplies for case management and infection prevention; (b) drugs for patients with co-morbidity and complications; (c) training on the use of medical supplies for health providers and technicians; (d) support to facilitate logistics and supply chains for the delivery of medical supplies and personal protective equipment to frontline health facilities; (e) ambulance vehicles for COVID-19 response; and (f) support to the Borrower's health sector in the purchase and deployment of Project COVID-19 Vaccines.

1.3. *Enhancing Isolation/Quarantine Facilities*

Providing support for: (a) construction, retrofitting, and/or refurbishment of quarantine facilities in major points of entry; (b) setting-up regular isolation rooms in DOH-managed hospitals and provincial hospitals; (c) establishment of negative pressure isolation rooms in DOH-managed hospitals and provincial hospitals; (d) setting up first line decontamination facilities in international airports; and (e) establishment of isolation tents for triaging in health facilities.

1.4. *Deployment of COVID-19 Vaccines*

Providing support for: (a) planning and management of Project COVID-19 Vaccines through enhancing the country's relevant systems and capacity for planning, regulation,



and monitoring and evaluation; (b) enabling a safe and effective deployment of Project COVID-19 Vaccines, including: (i) upgrading delivery, cold chain, logistics systems required for vaccination and facilities for disposal of healthcare wastes; (ii) demand generation and risk communication of vaccines; and (iii) monitoring adverse events following immunization and carrying-out surveillance; (c) public advocacy, behavior-change communication campaigns, and community engagement for the Project COVID-19 Vaccines; and (d) augmenting public sector capacity in managing vaccine logistics and deployment of vaccines that require ultra-cold systems.

Part 2: Strengthening Laboratory Capacity at the National and Sub-National Levels to Support Emerging Infectious Diseases Prevention, Preparedness, and Response

Providing support for the establishment and improvement of national reference laboratories and selected sub-national and public health laboratories, through: (a) improving, retrofitting and refurbishing selected existing reference laboratories; (b) strengthening laboratory capacity in priority regions; and (c) providing laboratory equipment and supplies and capacity building to laboratory staff.

Part 3: Implementation Management and Monitoring and Evaluation

Providing technical and operational support for:

- 3.1 (a) capacity building for clinical and public health research and joint learning; (b) vaccine procurement, deployment including, among others, logistics and cold chain management support, and monitoring and evaluation through the utilization of customized data analytics, iterative beneficiary monitoring, and promotion of participatory monitoring and evaluation; (c) risk communication of vaccines; (d) community mobilization for vaccination; and (e) strengthening digitized monitoring of the national vaccination program; and
- 3.2 project management and coordination, including financial management and disbursement, procurement, environmental and social risk and impact management, grievance redress mechanisms, and monitoring, reporting and evaluation.

Part 4: Contingent Emergency Response

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Borrower, through DOH, shall maintain, throughout the period of implementation of the Project, Project implementation structures at the national and sub-national levels, all with composition, functions, staffing and resources satisfactory to the Bank and set out in the Project Operations Manual.
2. Without limitation to foregoing, the Borrower, through DOH, shall maintain, a Project director and a Project manager within the DOH, which shall be responsible, *inter alia*, for overseeing and providing guidance for the day-to-day implementation of the Project, including: (i) preparing annual work plans and budget; (ii) processing procurement, financial management, environmental and social impact management; (iii) monitoring and evaluation of the Project; (iv) reporting on Project progress and results; and (v) coordination with local government units in implementing the Project at sub-national levels.

B. Project Manuals.

1. Project Operations Manual

The Borrower, through DOH, shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the Project Operations Manual (provided, however, that in the event of any conflict between the arrangements and procedures set out in the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail); and shall not amend, abrogate or waive any provision of the Project Operations Manual unless the Bank has provided its prior no-objection thereof in writing.

2. Vaccine Delivery and Distribution Manual

Without limitation on paragraph 1 of this Section, in order to ensure adequate implementation of Parts 1.2.(f), 1.4, and 3.1 of the Project, the Borrower shall, through DOH, carry out Project activities under said Parts of the Project in accordance with a manual for Project COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Manual"), in form and substance satisfactory to the Bank, and which shall include, *inter alia*:

- (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, waste management, 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.

C. Annual Work Plan and Budget.

1. The Borrower, through DOH, shall prepare and furnish to the Bank for its no-objection not later than October 31 of each fiscal year of the Borrower during the implementation of the Project (or such later date as the Bank may agree), a consolidated Annual Work Plan and Budget ("AWPB") containing all Project activities and expenditures proposed to be included in the Project in the following fiscal year, including a specification of the sources of financing for all expenditures, and environmental and social risk and impact management measures taken or planned to be taken in accordance with the provisions of Section E of this Schedule; except for the AWPB for the Borrower's fiscal year of 2021, which shall be updated and furnished to the Bank no later than one (1) month after the Effective Date.
2. The Borrower, through DOH, shall ensure that the Project is implemented in accordance with the AWPB accepted by the Bank for the respective fiscal year; provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Borrower, through DOH, shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Bank

D. Use of Military and Security Personnel.

1. All activities carried out by the AFP and/or PNP under the Project shall be under the coordination of DOH and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Operating Costs, and Training financed by the Loan proceeds may be used by the AFP and/or PNP under the coordination of DOH and strictly in accordance with the Project Operations Manual, the ESMF, and other arrangements or protocols that the Bank may require for carrying out these activities.
2. Except as the Bank may otherwise agree, the Borrower, through DOH shall ensure that the ownership of any assets generated, goods procured, and works constructed by any security or military unit out of the Loan proceeds shall be transferred to, or shall vest, with DOH or any equivalent or appropriate line ministry or agency agreed with the Bank.

E. Environmental and Social Standards.

1. The Borrower, through DOH, 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 Borrower, through DOH, 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 Borrower, through DOH, 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 Borrower, through the DOH in coordination with the AFP and the PNP, shall take the following measures related to the use of security or military personnel in the implementation of Project activities, in a manner satisfactory to the Bank:
 - (a) adopt and implement standards, protocols and codes of conduct for the selection and use of security or military personnel, and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force;
 - (b) ensure that such personnel is deployed in accordance with the relevant requirements of ESSs and the ESCP;
 - (c) ensure that such personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and SH, and other relevant areas), as set out in the Project Operations Manual, and the ESMF;
 - (d) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of security or military personnel under the Project; and
 - (e) ensure that any concerns or grievances regarding the conduct of such personnel are received, monitored, documented (taking into account the need to protect

confidentiality), resolved through the Project's grievance mechanism; and reported to the Bank no later than forty-eight (48) hours after being received.

5. The Borrower, through DOH, 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.
6. The Borrower through DOH, 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.
7. The Borrower, through DOH, 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. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Borrower shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial

- management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
 - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
2. The Borrower shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Bank.
 3. The Borrower shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. Project Monitoring Reporting and Evaluation

A. Project Report

The Borrower, through DOH, shall furnish to the Bank each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Borrower, through DOH, shall ensure that such information, report or document does not include Personal Data.

B. Mid-term Review

The Borrower, through DOH, shall: (a) on or about eighteen (18) months after the Effective Date of the Original Loan Agreement, prepare and furnish to the Bank a mid-term report, in such detail as the Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to Part A of this Section, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Bank such mid-term report, on or about the date sixty (60) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Bank's views on the matter.

Section III. Withdrawal of Loan Proceeds

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 Borrower may withdraw the proceeds of the Loan 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 Original Loan Allocated (expressed in USD)	Amount of the Additional Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs, and Training under Parts 1.1, 1.2, 1.3, 2, and 3 of the Project	100,000,000	500,000,000	100%
(2) Emergency Expenditures	0	0	100%
TOTAL AMOUNT	100,000,000	500,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

- (a) for payments made prior to: (i) the date of the Original Loan Agreement with respect to amounts of the Original Loan; and (ii) the Signature Date with respect to amounts of the Additional Loan; or
- (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Borrower has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Bank a request to withdraw Loan amounts under Category (2); and (B) the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and
 - (ii) the Borrower has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank.

2. The Closing Date is December 29, 2023.

Section IV. Other Undertakings

A. Standards for COVID-19 Vaccine Approval.

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

SCHEDULE 3

Repayment Schedule

I. REPAYMENT OF THE ORIGINAL LOAN

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Original Loan and the percentage of the total principal amount of the Original Loan payable on each Principal Payment Date ("Installment Share").

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning April 15, 2031 through October 15, 2048	2.7 %
On April 15, 2049	2.8 %

II. REPAYMENT OF THE ADDITIONAL LOAN

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Additional Loan and the percentage of the total principal amount of the Additional Loan payable on each Principal Payment Date ("Installment Share").

Principal Payment Date	Installment Share
On each March 1 and September 1 Beginning September 1, 2026 through March 1, 2039	3.7 %
On September 1, 2039	3.8%

APPENDIX

Section I. Definitions

1. “AFP” means the Borrower’s Armed Forces of the Philippines.
2. “Annual Work Plan and Budget” and the acronym “AWPB” each means the plan and budget referred to in Section I.C of Schedule 2 to this Agreement; as said plan may be modified from time to time with the prior written no-objection of the Bank.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
6. “CERC Manual” means the manual referred to in Section I.F of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank and which is an integral part of the Project Operations Manual.
7. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
8. “DOH” means the Borrower’s Department of Health, or any successor thereto.
9. “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 Borrower, associated with a natural or man-made crisis or disaster.
10. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
11. “Emergency Action Plan” means the plan referred to in Section I.F, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
12. “Emergency Use Authorization” means an authorization issued by a Stringent Regulatory Authority to facilitate the availability and use of medical countermeasures, including vaccines, during a declared state of public health emergency.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 20, 2020 and updated on February 9, 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 Borrower 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.

14. “Environmental and Social Management Framework” or “ESMF” means the environmental and social management framework prepared and adopted by the Borrower, satisfactory to the Bank, dated February 4, 2021 and to be updated for the implementation of the Project, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including: the principles, organizational arrangements (including consultation, budget and disclosure); measures that endeavor to prevent and respond to gender-based violence, sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Project’s risks and impacts; as well as for the preparation of any environmental and social instruments referred to therein, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.
15. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
16. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020 and December 21, 2020), with the modifications set forth in Section II of this Appendix.
17. “MPA Program” means the multiphase programmatic approach program supported by the Bank and designed to assist IBRD and IDA-eligible countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
18. “National Deployment and Vaccination Plan” means a plan to be adopted by the Borrower governing the prioritization, allocation, and deployment of vaccines for COVID-19.

19. "Operating Costs" means the incremental operating costs of the Project, considered to be reasonable by the Bank and included in an Annual Work Plan and Budget, incurred by the Borrower for purposes of Project management, implementation, and monitoring and evaluation on account of office supplies and consumables, utilities, bank charges, communications, mass media and printing services, vehicle rental, operation, maintenance, and insurance, office space rental, building and equipment maintenance, domestic and international travel, lodging, and subsistence allowances, and salaries and salary supplements of contractual and temporary staff, but excluding salaries, salary supplements and overheads of members of the Borrower's civil service.
20. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
21. "PNP" means the Borrower's Philippine National Police.
22. "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.
23. "Project COVID-19 Vaccine" means a vaccine for the prevention of COVID-19, authorized by the Borrower's national regulatory authority for distribution, marketing and administration within the territory of the Borrower, and purchased under the Project; "Project COVID-19 Vaccines" means the plural thereof.
24. "Project Operations Manual" means the manual adopted by the Borrower and to be updated for the implementation of the Project as referred to in paragraph 1 of Section I.B of Schedule 2 to this Agreement, containing: (A) detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social impact management measures; (e) monitoring and evaluation, reporting and communication; (f) an integrity action plan, (g) personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; and (h) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (B) the Vaccine Delivery and Distribution Manual; as said manual may be modified from time to time with the prior written approval of the Bank, and such term includes any schedules to such manual.
25. "Regions" mean the regional areas of the North America, South America, Europe, Asia, Asia Pacific, and Africa.
26. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.

27. “Stakeholder Engagement Plan” or “SEP” means the Borrower’s stakeholder engagement plan dated April 2, 2020 and to be updated for the implementation of the Project and thereafter, implemented in a manner acceptable to the Bank, as set forth in the ESCP, to ensure that stakeholder engagement and information disclosure activities under the Project are carried out in accordance with Environmental and Social Standards, as said Stakeholder Engagement Plan may be revised from time to time, with prior written agreement of the Bank.
28. “Stringent Regulatory Authority” means a National Regulatory Authority that is classified by WHO as a Stringent Regulatory Authority.
29. “Training” means the reasonable costs of goods and services required for the participation of personnel involved in training activities, workshops and study tours under the Project, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation, but excluding consultants’ fees and salaries, bonuses, fees and honoraria or equivalent payments of members of the Borrower’s civil service.
30. “Vaccine Approval Criteria” means that the vaccine: (a) has been approved by three (3) Stringent Regulatory Authorities (including by Emergency Use Authorization) in two (2) Regions; or (b) has received the WHO Emergency Use Listing and has been produced under a licensing or similar arrangement from a manufacturer of a parent/bioequivalent vaccine that has received a Stringent Regulatory Authority approval (including by Emergency Use Authorization); or (c) has met such other criteria as may be agreed in writing between the Borrower and the Bank.
31. “Vaccine Delivery and Distribution Manual” means the Borrower’s manual referred to in paragraph 2 of Section I. B of Schedule 2 to this Agreement to be adopted by the Borrower as part of the Project Operations Manual, as the same may be amended from time to time with the Bank’s prior written approval.
32. “WHO” means the World Health Organization.
33. “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.
34. “WHO Fair Allocation Framework” means the WHO’s allocation framework as elaborated in its working paper on “Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility” dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) and people who have underlying conditions that put them at a higher risk of death.

Section II. Modifications to the General Conditions

1. Section 3.01 of the General Conditions is modified to read as follows:

“Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a Front-end Fee on the Loan amount at the rate specified in the Loan Agreement. Except as otherwise provided in Section 2.07(b), the Borrower shall pay the Front-end Fee not later than sixty (60) days after: (i) the Effective Date of the Original Loan Agreement (as defined in the Loan Agreement) with respect to the Original Loan (as defined in the Loan Agreement); and (ii) the Effective Date of the Loan Agreement with respect to the Additional Loan (as defined in the Loan Agreement).

(b) The Borrower shall pay the Bank a Commitment Charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement. The Commitment Charge shall accrue from a date sixty (60) days after: (i) the date of the Original Loan Agreement with respect to the unwithdrawn balance of the Original Loan (as defined in the Loan Agreement); and (ii) the date of the Loan Agreement with respect to the unwithdrawn balance of the Additional Loan, to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. Except as otherwise provided in Section 2.07(c), the Borrower shall pay the Commitment Charge semi-annually in arrears on each Payment Date.”

2. Paragraph 65 of the Appendix to the General Conditions is modified to read as follows:

“65. “Interest Period” means: (i) with respect to the Original Loan, the initial period from and including the date of the Original Loan Agreement to but excluding the first Payment Date of the Original Loan occurring thereafter, and after the initial period, each period from and including a Payment Date of the Original Loan to but excluding the next following Payment Date of the Original Loan; and (ii) with respect to the Additional Loan, the initial period from and including the date of the Loan Agreement to but excluding the first Payment Date of the Additional Loan occurring thereafter, and after the initial period, each period from and including a Payment Date of the Additional Loan to but excluding the next following Payment Date of the Additional Loan.”

3. All other provisions of the General Conditions shall be interpreted as applying to the Original Loan and the Additional Loan jointly or separately, as the context requires.