Loan Agreement

(COVID-19 Emergency Response and Health Systems Preparedness Project)

between

INDIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of one billion United States Dollars (US$1,000,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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 the Commitment Charge for the period beginning on the date of accrual of the Commitment Charge and ending on the date of the first anniversary of such date of accrual shall be zero percent (0%) for the amount of seven hundred fifty million United States Dollars (US$750,000,000) of the amount of the Loan.

2.05. The interest rate is the Reference Rate plus the Variable Spread 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 March 15 and September 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

2.08. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day ("Exposure Surcharge"). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

(b) For purposes of this Section the following terms have the meanings set forth below:
(i) "Allocated Excess Exposure Amount" means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower, and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.

(ii) "Standard Exposure Limit" means the standard limit on the Bank’s financial exposure to the Borrower which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.

(iii) "Total Exposure" means for any given day, the Bank’s total financial exposure to the Borrower, as reasonably determined by the Bank.

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 its MOHFW with the cooperation of the Participating States, 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 Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is any of the following officials acting severally: The Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs of the Borrower’s Ministry of Finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower’s address is:
Secretary
Department of Economic Affairs
Ministry of Finance
Government of India
North Block
New Delhi 110 001, India; and

(b) the Borrower’s Electronic Address is:
Facsimile: +91-11-23094075
E-mail: secy-dea@nic.in
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:

Facsimile:
1-202-477-6391

AGREED as of the Signature Date.

INDIA

By

Authorized Representative

Name: SAMEER KUMAR KHARE
Title: ADDITIONAL SECRETARY
Date: APRIL 3, 2020

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: JUNAID KAMAL AHMED
Title: COUNTRY DIRECTOR, INDIA
Date: APRIL 3, 2020
SCHEDULE 1

Project Description

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

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

**Component 1: Emergency COVID-19 Response**

Support the slow down and limit the spread of COVID-19 in India, through:

(a) providing immediate support to enhance disease detection capacities through increasing surveillance capacities, port health screening, provision of technical expertise, strengthening laboratory and diagnostic systems to ensure prompt case finding and local containment, including through: (i) updated training to existing surveillance workers, improving reporting by frontline health workers using existing surveillance information and, where possible, contact tracing of known cases; (ii) strengthening laboratory capacity to diagnose both potential human and animal diseases at national and provincial level through procuring and replenishing supplies of reagents and kits, upgrading virus repository and reference reagents, standardizing sample collection, channeling, and transportation, determining sites most in need of introduction of point-of-care diagnostics, and engaging private laboratories to expand capacity to test and manage COVID-19; and

(b) support to: (i) improve capacity to manage COVID-19 cases by scaling up procurement of personal protective equipment, oxygen delivery systems, and medicines, and by retaining skilled health workers through Service Delivery Costs; (ii) scaling up of new isolation wards, and turning hospital beds into intensive care unit beds and implementing infection prevention and control activities, particularly in public health facilities including district hospitals, medical colleges, other civil/general hospitals, and designated infectious disease hospitals; (iii) strengthening hospital infection prevention and control through establishment of single occupancy negative-pressure isolation rooms in infectious disease hospitals and districts hospitals; (iv) MOHFW to deploy if necessary additional healthcare providers to surge India’s capacity for diagnostic and intensive care treatment services for COVID-19, including through training healthcare workers to manage COVID-19 and rolling out protocols and guidelines on COVID-19 management, transportation, and referral; and (v) disseminate interventions proven effective in the containment of COVID-19 (such as social distancing) under the leadership of state governments; and (vi) the establishment of dedicated help lines and engagement of NGOs to strengthen community engagement, grievance redressal and education on COVID-19.

**Component 2: Strengthening National and State Health Systems to Support Prevention and Preparedness**

(a) Support to build resilient health systems to provide core public health, prevention and patient management functions to manage COVID-19 and future disease outbreaks through: (i) building a network of Biosafety Level 3, high containment laboratories with high biosafety standards in the country, including support for the Indian Council for Medical Research (“ICMR”) to upgrade viral research and diagnostic laboratories in government institutions, to meet the
requirements of testing for pandemics and research; (ii) expanding point-of-care molecular testing for viral disease in sub-district and district laboratories and sample transport mechanisms; (iii) improving disease surveillance systems and health information systems across India by strengthening the Integrated Disease Surveillance Program ("IDSP") and integration of all health information; (iv) bolstering community-based disease surveillance capacity through increased personnel and the use of ICT systems to track and monitor infectious outbreaks, and developing human resources with core competencies in integrated disease surveillance across different states and at the central level to track and monitor current and new disease-outbreaks; (v) creating institutional mechanisms and capacities for epidemic response at district level by providing dedicated resources on the lines of existing mechanisms for disaster management; and (vi) strengthening referral transport systems and linkages.

(b) Support for MOHFW to develop and update key national guidelines to strengthen the emergency management of COVID-19 and early detection of diseases and response mechanisms, including through development of guidelines on: (i) infection prevention and control in healthcare facilities; (ii) quarantine including home quarantine; (iii) notifying COVID affected persons by private institutions; and (iv) dead body management.

(c) Support for public health workforce development to ensure a complete spectrum of emergency response and preparedness expertise, including epidemiologists, data managers, laboratory technicians, emergency management and risk communications specialists, and public health managers.

**Component 3: Strengthening Pandemic Research and Multi-sector, National Institutions and Platforms for One Health**

(a) Support for research on COVID-19 by Indian and other global institutions working in collaboration with the Indian Council for Medical Research, including biomedical research to generate evidence to inform the short-term and medium-term response to the COVID-19 pandemic.

(b) Support for development of core capacity to deliver One Health to prevent, detect and respond to infectious disease outbreaks in animals and in humans through development of capacity and systems to identify zoonotic disease threats linked to animal-human interface with key activities to be scaled-up in collaboration with Department of Animal Husbandry and Dairying and the states to address policy and actions required to address Emerging Zoonotic Infectious Diseases ("EZIDs"), through: (i) conducting rapid needs assessment of national protocols for detection, surveillance and response systems for animal and human health infections; (ii) strengthening established mechanisms for detection of priority existing and emerging zoonoses; (iii) strengthening surveillance systems for prioritized zoonoses diseases or pathogens of high national public health concern; (iv) improving biosafety and biosecurity management, including staff training and proper specimen transportation; (v) strengthening national and state-level One-Health capacity of the animal health workforce, including, veterinarians, para-vets, public sector and community based extension workers, to respond to emerging infections; and (vi) establishment of center of excellence in One-Health as well as other disease outbreak and control and research centers.

(c) Support for: (i) development of a communication strategy to address community outreach and dissemination of information around risk to the human population of zoonotic diseases; and (ii) expansion of the NDDB-managed INAPH for EZID data collection and surveillance in the
Component 4: Community Engagement and Risk Communication

Support to address significant negative externalities expected in the event of a widespread COVID-19 outbreak including comprehensive communication strategies with primary focus on addressing social distancing measures, such as avoiding large social gatherings and school closings to mitigate against the possible negative impacts on children’s learning and wellbeing through: (i) as part of the comprehensive communication and behavior change interventions, support for a community campaign for schools and parents to provide information about how to protect themselves and promote hygiene practices; (ii) having plans in place to ensure the continuity of learning, including remote learning options such as radio broadcast and other means of distance delivery of academic content in the areas of literature and mathematics; (iii) in the event of tertiary education institutions closings, financing of a pilot for teaching remotely and for maintaining operation continuity to facilitate engagement of students; (iv) support for additional preventive actions to complement social distancing such as personal hygiene promotion, including promoting handwashing and proper cooking, and distribution and use of masks, along with increased awareness and promotion of community participation in slowing the spread of the pandemic; and (v) provision of mental health and psychosocial services for vulnerable communities.

Component 5: Implementation Management, Capacity Building, Monitoring and Evaluation

(a) Support for the strengthening of public structures for the coordination and management of the Project, including MOHFW and state (decentralized) arrangements for coordination of activities, financial management, procurement, monitoring and evaluation. 

(b) Support for: (i) strengthening of the National Center for Disease Control ("NCDC") capacity for health emergency and disease outbreak management capacity; (ii) upgrading of information systems for program management; (iii) expanding staffing with core competencies for disease surveillance, epidemiology, labs and One Health service delivery; and (iv) leveraging technology including artificial intelligence and big data analytics to improve the preparedness and response to the ongoing COVID-19 pandemic through the MOHFW’s disease surveillance platform.

Component 6: Contingent Emergency Response Component ("CERC"): 

Provision of immediate response to an Eligible Crisis or Health Emergency.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall vest responsibility for overall Project management to its MOHFW, in collaboration with the Participating States, through: (a) its National Health Mission ("NHM") and its National Center for Disease Control ("NCDC"), both of which come under MOHFW’s Department of Health and Family Welfare; and (b) its Indian Council of Medical Research ("ICMR"), which comes under the MOHFW’s Department of Health Research.

2. Without limitation upon the provisions of Section 3.01 of this Agreement, the Borrower shall: (a) establish no later than one month after the Effective Date, and thereafter maintain throughout the implementation of the Project, the Governing Committee with composition, resources and terms of reference acceptable to the Bank; and (b) vest responsibility for overall oversight of and policy guidance for the Project to said Governing Committee.

3. Without limitation upon the provisions of Section 3.01 of this Agreement, the Borrower shall: (a) establish no later than one month after the Effective Date, and thereafter maintain throughout the implementation of the Project, the Project Steering Committee with composition, resources and terms of reference acceptable to the Bank; and (b) vest responsibility for oversight of routine implementation of the Project to said Project Steering Committee.

4. (a) Without limitation upon the provisions of Section 3.01 of this Agreement and the provisions of this Section I.A of this Schedule 2 to this Agreement, the Borrower shall vest responsibility for implementation of Project activities under the NHM to the State and District Health Societies and to the Policy Division of the MOHFW.

(b) No later than three months after the Effective Date, the Borrower shall ensure that NHM will establish Technical Support Units at the central and state levels, with composition, resources, and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, to drive implementation of the Project.

5. (a) Without limitation upon the provisions of Section 3.01 of this Agreement and the provisions of this Section I.A of this Schedule 2 to this Agreement, the Borrower shall vest responsibility for implementation of Project activities under NCDC to:

(i) the concerned technical wings and branch offices of NCDC and the Public Health Division of the MOHFW;

(ii) NCDC in collaboration with the Department of Livestock and Dairying for implementation of One Health interventions; and

(iii) the NCDC’s Center for Arboviral and Zoonotic Diseases and the Program for Inter-Sector Coordination for Prevention and Control of Zoonotic Diseases in
collaboration with the Department of Animal Husbandry and Dairying for the carrying out of a rapid needs assessment.

(b) No later than three months after the Effective Date, the Borrower shall ensure that NCDC will establish: (i) a Technical Support Unit at the national level, with composition, resources, and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank, to strengthen Project implementation and coordination capacity required for the rapid implementation of activities under an emergency; and (ii) Technical Support Units in select Participating States based on priority geographic areas with composition, resources, and qualified staff in numbers and with experience and terms of reference satisfactory to the Bank.

6. Without limitation upon the provisions of Section 3.01 of this Agreement and the provisions of this Section I.A of this Schedule 2 to this Agreement, the Borrower shall: (a) vest responsibility for implementation of Project activities under ICMR to the concerned divisions and institutions under it; (b) ensure that ICMR will engage with both private and public research institutions to implement research on COVID-19; and (c) ensure that private sector engagement will be done through the Participating States and central agencies to surge the capacity for laboratory and intensive care services for COVID-19.

7. Without limitation upon the provisions of Section 3.01 of this Agreement and the provisions of this Section I.A of this Schedule 2 to this Agreement, the Borrower: (a) shall ensure that the emergency response and health system capacity building efforts under the Project will be consistent with the COVID-19 Containment Plan of the MOHFW with support from WHO and partners; and (b) may partner with NGOs, Community-Based Organizations and support Self Help Groups with wider local presence to support implementation of the Project.

**Project Implementation Manual ("PIM")**

8. (a) No later than two (2) months after the Effective Date, the Borrower shall prepare and adopt the Project Implementation 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 safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, personal data collection and processing in accordance with applicable national law and good international practice, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Bank, and thereafter maintain said PIM throughout the implementation of the Project.

(b) The Borrower shall:

(i) ensure that the Project is carried out in accordance with the Project Implementation Manual;

(ii) not amend, delete or waive any provision of the Project Implementation Manual without the prior written agreement of the Bank; and

(iii) in the event of a conflict between the provisions of the PIM on the one hand, and those of this Agreement on the other hand, the provisions of this Agreement shall govern.
Annual Work Plans and Budgets

9. The Borrower, through MOHFW, shall prepare and furnish to the Bank for its review and approval by June 30 of each year until Project completion, commencing on June 30, 2020, an annual work plan and budget for implementation of the Project for the following Fiscal Year and thereafter carry out such annual plan taking into account the Bank’s comments thereon.

B. Environmental and Social Standards

1. The Borrower 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 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 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 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 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 Borrower 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 Borrower 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.

C. **Contingent Emergency Response Component**

1. In order to ensure the proper implementation of contingent emergency response activities under Component 6 of the Project ("Contingent Emergency Response Component"), the Borrower shall:
   
   (a) prepare and furnish to the Bank for its review and approval, a Contingent Emergency Response Implementation Plan ("CERIP") which shall set forth detailed implementation arrangements for the Contingent Emergency Response Component, including: (i) any special institutional arrangements for coordinating and implementing the Contingent Emergency Response Component; (ii) specific activities which may be included in the Contingent Emergency Response Component, Eligible Expenditures required therefore ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Component; (iv) procurement methods and procedures for the Contingent Emergency Response Component; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of any relevant safeguard instruments to the Contingent Emergency Response Component; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Contingent Emergency Response Component;

   (b) afford the Bank a reasonable opportunity to review the proposed CERIP;

   (c) promptly adopt the CERIP for the Contingent Emergency Response Component as accepted by the Bank;

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

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

2. The Recipient shall ensure that no activities are undertaken under the Contingent Emergency Response Component, unless and until the following conditions have been met in respect of said activities:

   (a) the Borrower has determined, in conjunction with WHO, that an Eligible Crisis or Health Emergency has occurred, has furnished to the Association a request to include said activities in the Contingent Emergency Response Component in order to respond to said
Eligible Crisis or Health Emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and

(b) the Borrower has ensured the disclosure of all Environmental and Social instruments/plans required for said activities in accordance with the ESCP, the Borrower has approved all such instruments, and the Borrower has ensured the implementation of any actions which are required to be taken under said instruments.

3. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in Component 6 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERIP.

D. Procurement

1. Without limitation upon Section 5.13 of Article V of the General Conditions, all contracts procured by the Borrower in accordance with Section V, paragraph 5.1 and 5.2 Advance Contracting and Retroactive Financing of the Procurement Regulations, shall be eligible for financing from the proceeds of the Loan only if the related contractors, suppliers, and consultants have expressly agreed to comply with the Anti-Corruption Guidelines, as required under Section I.E. below.

2. Without limitation upon Section 5.13 of Article V of the General Conditions, all contracts procured by the Borrower under Component 1 of the Project during the first two years after the Effective Date: (a) shall be eligible for procurement using the Borrowers’ own procedures; and (b) shall be eligible for financing from the proceeds of the Loan only if the related bidders, contractors, suppliers, and consultants have expressly agreed to comply with the Anti-Corruption Guidelines, as required under Section I.E. below. Said contracts shall be subject to post-review by the Bank.

3. Notwithstanding the provisions of Section D.2 above, contracts procured by the Borrower under Component 1 of the Project after the first two years after the Effective Date: (a) shall be eligible for procurement using the Borrowers’ own procedures subject to: (i) an assessment to be carried out by the Bank to determine if then existing COVID-19 conditions warrant use of the Borrower’s own procedures; and (ii) the post-review by the Bank; and (b) shall be eligible for financing from the proceeds of the Loan only if the related bidders, contractors, suppliers, and consultants have expressly agreed to comply with the Anti-Corruption Guidelines, as required under Section I.E. below. Said contracts shall be subject to post-review by the Bank.

E. Anti-Corruption

1. Without limitation upon Section 5.14 of Article V of the General Conditions, the Borrower shall ensure that all contractors, suppliers, and consultants financed from the proceeds of the Loan have expressly agreed to comply with the provisions of the Anti-Corruption Guidelines, including the Bank’s right to inspect all accounts, records, and other documents relating to the Project that are required to be maintained pursuant to this Agreement, and to have them audited by, or on behalf of, the Bank.

Section II. Project Monitoring, Reporting and Evaluation

1. The Borrower shall furnish to the Bank each Project Report for the Project, in a format agreed with the Bank, not later than forty-five 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 shall ensure that such information, report or document does not include Personal Data.

2. The Borrower shall under terms of reference satisfactory to the Bank, furnish to the Bank no later than eighteen (18) months from the Effective Date, a consolidated mid-term review report for the Project.

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: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Service Delivery Costs, Operating Costs, and Training, under the Project</td>
<td>997,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures under Component 6 of the Project</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>2,500,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(4) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,000,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
(a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed US$400,000,000 may be made for payments made prior to this date but on or after January 1, 2020, for Eligible Expenditures under Category (1); and

(b) for Emergency Expenditures under Category (2), unless and until the Bank is satisfied, and has notified the Borrower of its satisfaction, that all of the following conditions have been met in respect of said expenditures:

(i) (A) the Borrower has determined that an Eligible Crisis or Health Emergency has occurred, (B) has furnished to the Bank a request to include said activities in the Contingent Emergency Response Component in order to respond to said crisis or emergency, and (C) the Bank has agreed with such determination, accepted said request and notified the Borrower thereof;

(ii) the Borrower has prepared and disclosed all environmental/social documents, (including ESCP) required for said activities, and the Borrower has ensured that any actions which are required to be taken under said documents have been implemented, all in accordance with the provisions of Section I.C of this Schedule 2 to this Agreement;

(iii) the entities in charge of coordinating and implementing the Contingent Emergency Response Component, have provided sufficient evidence satisfactory to the Bank that they have adequate staff and resources for the purposes of said activities; and

(iv) the Borrower has adopted the CERIP, in form and substance acceptable to the Bank, and the provisions of the CERIP remain relevant or have been updated in accordance with the provisions of Section I.C of the Schedule to this Agreement so as to be appropriate for the inclusion and implementation of the activities under the Contingent Emergency Response Component.

2. The Closing Date is December 31, 2024.

Section IV. Other Undertakings

1. The Borrower shall provide, as needed, the funds, facilities, and services and other resources required for the Project.
SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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

Level Principal Repayments

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15</td>
<td>3.7%</td>
</tr>
<tr>
<td>Beginning September 15, 2025</td>
<td></td>
</tr>
<tr>
<td>through March 15, 2038</td>
<td></td>
</tr>
<tr>
<td>On September 15, 2038</td>
<td>3.8%</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the plan to be prepared by MOHFW on an annual basis and referred to in Section I.A.9 of Schedule 2 to this Agreement, which lists activities to be carried out and meets the criteria agreed between the Borrower and the Bank.

2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. “Biosafety Level 3” means clinical, diagnostic, teaching, research or production facilities where work is performed with agents that may cause serious or lethal disease through inhalation to the personnel and may contaminate the environment and therefore all work is performed in a bio contained environment using appropriate engineering controls.

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

5. “Center for Arboviral and Zoonotic Diseases” means the center for arboviral and zoonotic diseases of NCDC, or any successor thereto.

6. “Community-Based Organization” means a group of individuals organized around a common economic activity and registered as a legal entity in accordance with the laws of the Borrower, and includes farmer groups, producer companies, milk unions, self-help groups, women federations, community managed resource centers and agriculture credit cooperative societies.

7. “Contingent Emergency Response Implementation Plan” or “CERIP” means the action plan referred to in Section I.C of Schedule 2 to this Agreement, acceptable to the Bank to be prepared by the Borrower for the implementation of the Contingent Emergency Response Component, in accordance with the provision of said Section.


9. “COVID-19 Containment Plan” means the COVID-19 containment plan of the MOHFW.

10. “Department of Animal Husbandry and Dairying” means the Borrower’s department of livestock and dairying or any successor thereto.


12. “Department of Health Research” means the department of health research in the Borrower’s MOHFW or any successor thereto.
13. “District Health Societies” means societies registered under Section 2 of the Societies Registration Act 1860 responsible for planning and managing of all health and family welfare programs in the district which is its area of operation both in rural and urban areas in the territory of the Borrower.

14. “Eligible Crisis” 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.

15. “Emergency Expenditures” means any of the Eligible Expenditures set forth in the CERIP, in accordance with the provision of paragraph 1 (a) of Section I.C of Schedule 2 to this Agreement and required for the activities to be financed under the CERIP.

16. “Emerging Zoonotic Infectious Diseases” and “EZIDs” means the emerging zoonotic infectious diseases.

17. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 25, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the 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.


19. “Fiscal Year” means the Borrower’s fiscal year, which begins on April 1 of each calendar year and ends on March 31 of the next calendar year.


21. “Governing Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
22. “Health Emergency” means an event that has caused, or is likely to imminently cause, a major adverse health impact to the Borrower, associated with a natural or man-made crisis or disaster.

23. “ICT” means information and communication technologies.

24. “INAPH” means the Indian Network for Animal Productivity and Health managed by NDDB or any successor thereto.

25. “Indian Council of Medical Research” and “ICMR” each means the council for medical research within the Borrower’s MOHFW or any successor thereto.

26. “Integrated Disease Surveillance Program” and “IDSP” each means the integrated disease surveillance program within the Borrower’s MOHFW or any successor thereto.

27. “MOHFW” means the Borrower’s Ministry of Health and Family Welfare, or any successor thereto.

28. “MPA Program” means the multiphase programmatic approach program supported by the Bank and designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.

29. “National Center for Disease Control” and “NCDC” each means the national center for disease control within the Borrower’s MOHFW or any successor thereto.

30. “National Health Mission” and “NHM” means the national health mission within the Borrower’s MOHFW, or any successor thereto.


32. “NGOs” means non-governmental organizations.

33. “One-Health” means a collaborative, multisectoral, and transdisciplinary approach operating at the local, regional, national, and global level to achieve optimal health outcomes and recognize the interconnection between people, animals, plants, and their shared environment.

34. “Operating Costs” means the reasonable costs of expenditures incurred by the Borrower on account of Project implementation, management and monitoring, as set forth in the PIM.

35. “Participating States” means each of the political subdivisions of the Borrower, acknowledged in the Borrower’s States Reorganization Act of 1956 and/or subsequent complementary legislation and treaties, which is participating in the implementation of the Project.

36. “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.

37. “Policy Division” means the policy division of the MOHFW or any successor thereto.

38. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

39. “Program for Inter-Sector Coordination for Prevention and Control of Zoonotic Diseases” means the NCDC’s program for inter-sector coordination for prevention and control of zoonotic diseases, or any successor thereto.

40. “Project Implementation Manual” and “PIM” each means the plan to be adopted by the Borrower pursuant to the provisions of Section I.A.8 of Schedule 2 to this Agreement.

41. “Project Steering Committee” means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.

42. “Self Help Groups” means an unregistered group of 10-20 members involved primarily in savings and credit activities.

43. “Service Delivery Costs” means: (a) the Borrower's package of benefits to be provided to clinical and non-clinical workers (including volunteers) implementing COVID-19 outbreak response activities and consisting of: (i) provision of hazard pay to such workers; (ii) provision of medical care to workers exposed to COVID-19 in the course of duty; and (iii) provision of death benefits to families of the workers fatally exposed to COVID-19; and (b) (i) salaries for healthcare and other workers working in facilities in areas with confirmed/suspected COVID-19 cases; (ii) overtime and allowances for emergency response in relation to the COVID-19 outbreak within the Borrower’s compensation norms; (iii) expanded community surveillance in relation to the COVID-19 outbreak and other infectious disease outbreaks; and (iv) expanded supervision and outreach by teams responding to the COVID-19 emergency and other infectious disease outbreaks.

44. “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.

45. “State Health Societies” means societies registered under section 2 of Societies Registration Act 1860 responsible for providing additional managerial and technical capacity to the department of health and family welfare in the implementation of the national health mission in the state that is its area of operation.

46. “Technical Support Units” means the technical support units referred to in Sections I.A.5.(b) and I.A.6(b) of Schedule 2 to this Agreement.

47. “Training” means reasonable costs of trainings, seminars, workshops, conferences, study tours, conducted in the territory of the Borrower and/or overseas, including: (a) fees of training institutions and courses; (b) domestic and international travel costs, lodging costs,
and subsistence/per diem allowances for both trainers and trainees; (c) rental of training facilities; and (d) preparation, purchase or reproduction of training materials; but excluding salaries and allowance of the Borrower’s civil servants or their other regular staff.