



OUTPUT AGREEMENT

BETWEEN

**UNITED NATIONS DEVELOPMENT PROGRAMME
(UNDP) AND THE GOVERNMENT OF
TURKMENISTAN**

FOR THE

**TURKMENISTAN COVID-19 RESPONSE PROJECT
(LOAN №. IBRD 9285-TM)**

This document is subject to copyright.

This document may be used and reproduced for non-commercial purposes only. Any commercial use, including without limitation reselling, charging to access, redistribution, or for derivative works such as unofficial translations based on these documents, is not allowed.

List of Abbreviations:

COVID-19	Coronavirus 2019
CO	Country office
ECG	Electrocardiogram
ESCP	Environmental and Social Commitments Plan
ESS	Environmental and Social Standards
FCA	“Free carrier at” Incoterms 2020
GRM	Grievance Redress Mechanism
IBRD	International Bank for Reconstruction and Development
IDA	International Development Association
IPC	Infection Prevention and Control
IT	Information Technology
KAP	Knowledge, Attitude and Practice
M&E	Monitoring and evaluation
MoHMIT	Ministry of Health and Medical Industry of Turkmenistan
PCR	Polymerase Chain Reaction
PDO	Project Development Objective
PHC	Primary Health Care
PIU	Project Implementation Unit
POM	Project Operational Manual
RCCE	Risk Communication and Community Engagement
SARI	Severe Acute Respiratory Infection
SEP	Stakeholder Engagement Plan
SES	Sanitary Epidemiology Service
SOP	Standard Operating Protocol/Procedure
TA	Technical Assistance
UNDP	United Nations Development Programme
UNICEF	United Nations Children Fund
USI	Ultrasound investigation
WB	World Bank
WHO	World Health Organization

FOREWORD

1. This Delivery of Outputs Standard Form of Agreement is the result of cooperation between the World Bank (“the Bank”)¹ and the United Nations Development Programme (“UNDP”).
2. The standard template was approved by respective signatures of the World Bank Vice-President for Operations Policy and Country Services and UNDP Administrator, on April 12, 2019.
3. The text of this standard template is harmonized between UNICEF, UNDP and UNFPA.
4. The provisions in the General Conditions section of this Agreement related to financial management, audit, and fraud and corruption prevention, derive from the Financial Management Framework Agreement (FMFA) and the Fiduciary Principles Accord between the UN agencies (including UNDP) and the Bank.
5. The text shown in *italics* is “*Notes to Users*”, which provide guidance to the implementing entity of the Bank’s Borrower and to UNDP task team in preparing a specific Agreement. These *Notes to Users* should be deleted from the final version prior to signing of the Agreement.
6. Those wishing to submit comments or questions on this document, or guidance on the use of this template, shall contact unagencies@worldbank.org.

¹ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

Public disclosure is authorized after the signing

**AGREEMENT
FOR DELIVERY OF OUTPUTS**

Project Name: TURKMENISTAN COVID-19 RESPONSE PROJECT

Loan No. IBRD 9285-TM

Reference No. TU COVID-19-UNDP

UNDP Reference No. 00138217

Project Closing Date: 30 June 2023

Loan Agreement Closing Date: 30 June 2023

between

THE GOVERNMENT OF *TURKMENISTAN*

and the

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)



FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between **THE GOVERNMENT OF TURKMENISTAN** by and through its Ministry of Health and Medical Industry (the “Government”), and the **UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States under the Charter signed on 26 June 1945, with its headquarters at 1 UN Plaza in New York, New York, 10017, USA (“UNDP” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

WHEREAS

- A. UNDP, a subsidiary organ of the United Nations, serves in many respects as the operational arm of the United Nations at the country level and cooperates with the Government and development partners to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law. UNDP and the Government cooperate with respect to the formulation, adoption and implementation of the Government’s development policies, programmes and projects, towards achieving enhanced levels of inclusive and sustainable development of Turkmenistan, in accordance with the Standard Basic Assistance Agreement² or the basic agreement governing UNDP’s assistance to the country (the “Basic Agreement”).
- B. The Government, working with its development partners, including UNDP and the World Bank (the “Bank”) ³, has developed and is implementing Turkmenistan COVID-19 response project (the “Project”). The Government will receive funds from the Bank (the “Loan”) towards the cost of the Project pursuant to a legal agreement between the Government and the Bank for the Project (the “Loan Agreement”).
- C. As part of Project implementation, the Government has asked UNDP, and UNDP has agreed, to deliver the outputs as set forth in **Annex I** to this Agreement (the “Outputs”).

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply the proceeds of the Loan Agreement in total amount of US\$ *Nineteen million nine-hundred fifty thousand (US\$19,950,000)* (the “Total Funding Ceiling”) to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of the Outputs and the timeline agreed by the Parties in **Annex I**.



² Standard Basic Assistance Agreement (SBAA) between the Government of Turkmenistan and UNDP, signed on 5 October 1993.

³ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

2. This Agreement is signed and executed in two copies in the English, Turkmen and Russian language, and all texts are equal. In the event of any discrepancy in the interpretation of this Agreement, the English text shall prevail. All communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same languages.
3. This Agreement becomes effective on the date of its last signature (the “Effective Date”).
4. All activities under this Agreement shall be fully completed and all expenses incurred by 30 June 2023 (the “Completion Date”). The Completion Date can’t exceed the Project Closing date. UNDP shall issue the final financial statement not later than three (3) months after the Completion Date.
5. The Government designates *Mr. Nurmuhammet Amannepesov, Minister of Health and Medical Industry of Turkmenistan*, and the UNDP designates *Natia Natsvlishvili, Resident Representative a.i.* as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
 - a. Government representative:
Phone/fax: (+993 12) 40 06 73, 48 92 87, 40 06 09
E-mail: healthtm@online.tm
 - b. UNDP representative:
Phone: (+993 12) 48 83 25,
Fax: (+993 12) 48 83 11
E-mail: natia.natsvlishvili@undp.org
6. For the Project coordination purposes, the Bank’s staff contact information is as follows:
 - a. Bank Task Team Leader:
Susanna Hayrapetyan
Program Leader
Health, Nutrition and Population Global Practice
The World Bank
1818 H street, N.W. Washington, D.C. 20433
Phone: (1)-202-304-9678
Email: Shayrapteyan@worldbank.org
7. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the “General Convention”).

8. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP under the General Convention, the Basic Agreement, or otherwise.
9. The Government confirms that no official of the UNDP has received or will be offered by the Government any benefit arising from this Agreement. UNDP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
10. The following documents form an integral part of this Agreement:
 - (a) General Conditions of Agreement
 - (b) Annexes:
 - Annex I: Outputs and Work Plan
 - Annex II: Total Funding Ceiling and Payment Schedule
 - Annex III: Reporting Requirements
 - Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government
 - Annex V: UNDP Full Cost Recovery
11. UNDP's payment details are provided in the Payment Schedule in **Annex II**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

<p>GOVERNMENT OF TURKMENISTAN REPRESENTED BY MINISTRY OF HEALTH AND MEDICAL INDUSTRY</p> <p>By: </p> <p>Name: <i>Amannepesov Nurmuhamed</i></p> <p>Title: <i>Minister of health and medical industry of Turkmenistan</i></p> <p>Date: <u>15</u> September 2021</p>	<p>UNDP:</p> <p>By: </p> <p>Name: <i>Natia Natsvlishvili</i></p> <p>Title: <i>Resident Representative a.i.</i></p> <p>Date: <u>15</u> September 2021</p>
---	---

The text of the clauses in these General Conditions of Agreement shall not be modified.

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meaning:
 - (a) “Staff” means an individual who holds a letter of appointment with the UN Partner or is on loan to the UN Partner by another UN organization or specialized agency under the terms of the *Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances*, it being understood that Staff have the status of “officials” under the General Convention;
 - (b) “Consultant” means an individual other than a Staff who has signed an individual service or consultant agreement with the UN Partner, it being understood that Consultants have the status of “experts on mission” under the General Convention;
 - (c) “Contractor” means a legal entity which has concluded a commercial or corporate contract with the UN Partner. When applicable, the term includes “implementing partners” or “partner organizations” as defined and used in the UN Partner’s regulations, rules, policies and procedures;
 - (d) “Day” means business day, unless otherwise stated;
 - (e) “Delivery of Outputs” or “Deliver the Outputs” refers to the UN Partner’s obligation to use a range of inputs, such as goods (including equipment, materials, and supplies), works, consulting and non-consulting services, and training in order to deliver the Outputs that contribute to the Project’s development objectives as set out in **Annex I**;
 - (f) “Direct Costs” means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**; and
 - (g) “Indirect Costs” means costs incurred by the UN Partner as a function of and in support of this Agreement, which cannot be traced unequivocally to the activities and deliverables as described in **Annex I**. The rate applicable to this Agreement is stated in **Annex V**.

SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
 - (a) deliver the Outputs within the scope and in accordance with the timetable and such level of required inputs (the “Work Plan”) as detailed in **Annex I**; and
 - (b) keep the Government informed on the progress of the activities towards the Delivery of the Outputs by timely submission of the progress reports in accordance with the reporting requirements and with frequency set out in **Annex III** (the “Progress Reports”).
3. The Government agrees to:
 - (a) make timely and complete payments to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II** (the “Payment Schedule”); and
 - (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including: obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any goods (including equipment, materials and supplies); taking all necessary actions to ensure and facilitate that Work Plan activities may at all times be conducted freely, expeditiously and without limitations or restrictions; providing access to the site of work and all necessary rights of way; and generally cooperating as provided under the terms of the Basic Agreement, in a timely and expeditious manner.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the level of required inputs and the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement to achieve the agreed Outputs.

TOTAL FUNDING CEILING AND PAYMENTS

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes both Direct Costs and Indirect Costs of the UN Partner explained in **Annex V**.
7. Cumulative disbursements under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The Government confirms to the UN Partner

that the Government's disbursements under this Agreement are, in all respect, consistent with the terms and conditions of the Loan Agreement, and no party other than the Government shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.

8. The payments to the UN Partner under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make the payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer against the documents set out in the Payment Schedule. All payments will be made in United States dollars.
10. The UN Partner will receive and administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner's receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the external auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policymaking organ.
12. In the event that the final financial statement to be provided under **Annex III** (the "Final Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue any activities until the UN Partner has received the payments due in accordance with the Payment Schedule.

TERMS OF DELIVERY OF OUTPUTS

14. **Standard of performance.** The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with

generally accepted professional techniques and practices, and shall observe sound management practices.

15. **Procurement of inputs.** All inputs required for the Delivery of Outputs will be undertaken in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures. Any delegation or assignment of such procurement to another UN organization shall be disclosed in **Annex II**. The UN Partner is responsible for the importation, including customs clearance, of any inputs required for the Delivery of Outputs under this Agreement, unless otherwise agreed by both Parties in writing. (In this connection, the Parties recall that in accordance with the relevant provisions of the General Convention and the Basic Agreement, such imports shall be, *inter alia*, exempt from any customs duties and subject to prompt release from customs).
16. **Pharmaceuticals and other health commodities required as inputs:**
 - (a) Vaccines, pharmaceuticals and other health supplies purchased under this Agreement shall be procured pursuant to the UN Partner's standard contracting and quality assurance policies and procedures. Where applicable, such contracts shall specify that the vaccines, pharmaceuticals and other health supplies are manufactured in accordance with *Good Manufacturing Practice* as established by the World Health Organization ("WHO"), and that upon dispatch by the UN Partner's supplier, such vaccines, pharmaceuticals and other health supplies shall have a shelf life as agreed by the Parties; and
 - (b) Vaccines, pharmaceuticals and other health supplies procured under this Agreement will be accompanied by the required documentation in accordance with the purchase order (e.g. Certificate of Analysis, Certificate of Origin, Official Batch Release Certificate, as the case might be).
 - (c) The waste disposal of vaccines, pharmaceuticals and other health supplies shall be guided by the WHO document "*Safe Management of Wastes from Health-care Activities*."
17. **Environmental Management:** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner's regulations, rules, policies and procedures to ensure that all activities under this Agreement are, to the extent possible, implemented in an environmentally responsible and sustainable manner.
18. **Transfers to Cash Recipients:** insofar as the scope of work set out in **Annex I** includes cash transfer activities or cash payments to individuals (other than payment of remuneration, per diem, compensation or fees for services rendered), the following shall be detailed in **Annex I**:
 - (a) Requirements for the cash transfer activities and how these are carried out, including fiduciary oversight and risk prevention, mitigation and management, including as applicable with regard to the selection, supervision and audit of paying agents or implementing partners;

- (b) The information and data requirements to be provided to the Government in regard to the cash recipients to facilitate verification of payments.
19. ***Use of inputs.*** The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.
20. The UN Partner is responsible for engaging qualified Staff, Consultants and Contractors as, in the UN Partner's judgment, are required to successfully Deliver the Outputs.
21. The UN Partner shall remain fully responsible for the Delivery of Outputs. The hiring and contracting of any Staff, Consultants or Contractors by the UN Partner in connection with this Agreement shall be done according to the UN Partner's established regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
- (a) Prohibition of Conflicting Activities. The Staff, Consultants or Contractors shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
 - (b) Hiring Government Institutions or Government Officials. The UN Partner shall not engage or hire any official or civil servant of the Government's country as a Consultant or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under the procurement rules set forth in the Loan Agreement.
 - (c) Disqualification from Related Contracts under the Scope of this Agreement. The Parties note that during the term of this Agreement and after its Early Termination or Completion, the Government will disqualify Staff, Consultants or Contractors, and any party affiliated with any of them, from providing goods, works or services resulting from or directly related to their activities under this Agreement, if providing such goods, works or services would give rise to a conflict of interest situation as determined by the Bank in accordance with the Bank's applicable procurement rules.
22. If the Government becomes aware of information that any of the UN Partner's Staff or Consultants has engaged in a corrupt, fraudulent, collusive or coercive practice or reasonably concludes that the performance of any of the UN Partner's Staff or Consultants is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged corrupt, fraudulent, collusive or coercive practice or reviews the alleged unsatisfactory performance and concludes that the corrupt, fraudulent, collusive or coercive practice and/or the dissatisfaction with the performance of the UN Partner's Staff or Consultant justifies his/her replacement, the UN Partner will proceed with a

replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

23. **Transfer of ownership; Warranties.** When relevant, the Parties shall agree on the timing and modality of the ownership transfer of any goods (including equipment, materials and supplies) and any manufactures' warranties as applicable. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

24. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

INSURANCE

25. Throughout the term of this Agreement, the UN Partner will, unless self-insured against the following risks, ensure that insurance is maintained against: third-party liability and third-party motor vehicle liability; workmen's compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.
26. In addition,
- (a) with regard to Staff, the UN Partner will ensure that Staff is enrolled in an appropriate health insurance plan, whether offered by the UN Partner or otherwise; is covered by compensation in the event of injury, sickness or death attributable to performance of official duties for the UN Partner; and is covered by insurance against death or disability caused by malicious acts;
 - (b) with regard to Consultants, the UN Partner will ensure that the Consultant is enrolled in an appropriate health insurance plan or requires in its contract with the Consultant that the Consultant maintain appropriate health insurance; maintain an insurance arrangement against injury, sickness or death attributable to the performance of official duties for the UN Partner; and maintain an insurance against death or disability caused by malicious acts.
27. The cost of such insurance is deemed included in the Total Funding Ceiling.

REPORTING

28. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.
29. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress of activities and deliverables towards the Delivery of Outputs, and the remaining balance under the Total Funding Ceiling. Reporting requirements, including frequency, are set out in **Annex III**.
30. Upon reasonable request from the Government and following consultations between the UN Partner and the Government, the UN Partner may furnish supplemental information or documentation, within the limits of the UN Partner's regulations, rules, policies and procedures.

FORCE MAJEURE

31. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radioactivity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

32. In the event that the Government, the UN Partner or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of this Agreement or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
33. In such case, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner and the Bank.
34. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate information

relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.

35. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its regulations, rules, policies and procedures.
36. To the extent consistent with the UN Partner's accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (Account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
37. For the purposes of this Agreement, the following definitions shall apply:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
38. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN Partner's oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and the UN Partner, on any further actions to be

taken and the timeframe for such actions. The Parties take note of the relevant provisions in the regulations, rules, policies and procedures of the UN Partner.

39. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Loan Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, “third party” does not include the UN Partner. To the extent consistent with the UN Partner’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.
40. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement to disclose to the UN Partner whether it is subject to any sanction⁴ or temporary suspension imposed by any organization within the World Bank Group. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the Delivery of Outputs under this Agreement.
- (b) If the UN Partner intends to issue a contract in connection with the provision of any of the activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Loan may not be used to fund such contract.
- (c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 40(b)(iii) shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

⁴ www.worldbank.org/debarr

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

41. This Agreement shall be governed by general principles of international law, which shall be deemed to include the *UNIDROIT General Principles of International Commercial Contracts* (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

EARLY TERMINATION

42. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:
- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
 - (b) The UN Partner does not receive payment of the full amount set forth in the payment request submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request;
 - (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.
43. Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the last Progress Report and the Final Financial Statement and to

refund any monies received by the UN Partner that have not been spent or committed by the Early Termination or Completion Date.

MISCELLANEOUS

44. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.
45. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
46. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
47. **Notices.** Notices will be deemed "received" as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
 - (b) in the case of registered mail, fourteen (14) days after being sent;
 - (c) in the case of facsimiles or other electronic communications, forty-eight (48) hours following confirmed transmission.
48. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
49. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
50. **Amendments.** Substantive revisions regarding (a) the key activities and Delivery of Outputs as set forth in **Annex I**, (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling may be done only by a signed written amendment by the Parties. Such amendment will become effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.

ANNEX I

OUTPUTS AND WORK PLAN

I. Objective of the engagement and the Outputs

The Objective of the project is to prevent, detect, and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in Turkmenistan. The Objective will be achieved through three components as follows:

- Component 1 will aim to strengthen country-level coordination, risk communication and community outreach, early case detection, isolation and contact tracing, testing, and response capacities (activities which mostly fall within the responsibility of the Ministry of Health and Medical Industry of Turkmenistan (MoHMIT) Division for Sanitary and Epidemiological Safety and Control.
- Component 2 will focus on strengthening infection prevention and control and case management practices in health facilities (activities which mostly fall within the responsibility of the MoHMIT Division for Patient Care).
- Component 3 will support the project management, and monitoring and evaluation.

While the loan agreement is signed between the World Bank and the Government of Turkmenistan, project implementation will be supported by UNDP as follows:

- Provision of technical assistance to: (i) determine quantities and specifications for the procurement of medical equipment; and (ii) in collaboration with MoHMIT, identification of eligible health facilities to receive the procured equipment as per agreed criteria;
- Procurement and distribution of medical equipment, medicine, and supplies;
- Procurement of technical assistance;
- Monitoring and evaluation, verification, and reporting; and

UNDP together with the MoHMIT will be responsible for environmental and social management in accordance with the UNDP standards, rules and regulations and in line with the World Bank's Environmental and Social Standards (ESSs) throughout the project. Material measures and actions, documents, or plans will be in line with the Environmental and Social Commitment Plan (ESCP). UNDP and the MoHMIT will monitor and prepare reports on the progress and compliance with the completion of the material measures and actions throughout the implementation of the project.

The project will aim at attainment of the following Project Development Objectives and results:

Indicator Name	Intermediate Targets	End Target	Link to activity
Component 1: Improving COVID-19 Prevention, Detection and Emergency Response			
PDO Indicator 1: Development and periodic update of a comprehensive national COVID-19 risk communication plan, including standardized, evidence-based information targeted to different population group (Text)	A comprehensive national COVID-19 risk communication plan is developed to include standardized, evidence-based information targeted to different population groups.	A comprehensive national COVID-19 risk communication plan has been developed and is periodically updated to include standardized, evidence-based information targeted to different population groups.	2.1.1
PDO Indicator 4: A National Pandemic Preparedness and Response Plan is regularly updated and tailored for each region. (Text)	A National Pandemic Preparedness and Response Plan has been tailored to each region	The National Pandemic Preparedness and Response Plan tailored to each region is regularly updated	2.2.1
PDO Indicator 2: Number of COVID-19 designated laboratories with verified diagnostic equipment and test kits. (Number)	3	5	1.1.1 1.1.2 1.1.3
Number of health staff (physicians and nurses) trained in infection prevention and control in accordance with approved protocols (Number)	2,000	4,000	2.2.4 2.2.6
Clinical protocols, including a referral system, to care for COVID-19 patients are regularly reviewed or updated (Text)	Clinical protocols, including a referral system, for COVID-19 patients are reviewed to ensure alignment with latest WHO guidance	Clinical protocols, including a referral system, for COVID-19 patients are regularly reviewed or updated as necessary	2.2.3
Number of COVID-19 designated laboratories with staff trained to conduct COVID-19 diagnosis (Number)	6	13	2.2.7
Electronic program for tracking and monitoring contacts developed and set up in Sanitary and Epidemiological Safety and Control (SESC) offices in Ashgabat and in five velayats (Text)	An electronic program for tracking and monitoring has been established and piloted in one velayat or in Ashgabat.	An electronic program for tracking and monitoring contacts is set up in SESC offices in Ashgabat and in five velayats	1.1.7
National testing strategy, national hospital surge capacity plan and national case management strategy developed (Text) ⁶	At least two elements, such as a national testing strategy and national surge capacity plan, are developed	A national testing strategy, national hospital surge capacity plan, and national case management strategy are developed.	2.2.2
Number of focus groups conducted to engage communities, understand their needs and receive feedback on the project (Number)	11	16	1.2.11 1.2.12
Number of risk communication messages targeted to different population groups developed (Number)	2	4	1.2.10
Number of gender-specific information campaigns delivered. (Number)	1	2	1.2.8
Percentage of participants in community meetings/events reporting that the local outreach and community engagement process is effective (disaggregated by gender) (Percentage)	50	75	1.2
Component 2. Improving health system preparedness for COVID-19			

⁶These national strategies have been developed by the WHO CO in 2021 with other funds. The WHO funds will be used for the updates, if needed.

PDO Indicator 3: Number of verified functional intensive care beds in designated hospital facilities. (Number)	300	500	2.1.2 2.1.3 2.1.4
Number of hospital and primary care physicians trained in the management of SARI patients and adherence to COVID-19 protocols (Number)	1,000	2,000	2.2.6 2.2.8
List of equipment, consumables and medications for resuscitation and management of SARI patients with lung function disorders is defined and regularly updated. (Text)	A verified list of equipment, consumables and medications for resuscitation and management of SARI patients with lung function disorders is defined	A verified list of equipment, consumables and medications for resuscitation and management of SARI patients with lung function disorders is defined and regularly updated	2.1.1

II. Agreed Outputs and Activities

(Project component or Subcomponent)	Activity (Project component or Subcomponent)	Description	Link to PAD (Annex 4)	Unit Price	TOTAL
1. Improving COVID-19 Prevention, Detection and Emergency Response					10,026,142.69
1.1. Strengthening surveillance and rapid response to suspected cases of COVID-19					9,476,142.70
1.1.1	Procurement of polymerase chain reaction (PCR) equipment for the laboratories of various levels.	Polymerase chain reaction (PCR) equipment will be procured for the established and/or repurposed laboratories, along with accessories and some general lab equipment (autoclaves, water distillers, BSB etc.) required for Severe Acute Respiratory Infection (SARI)/COVID-19 testing; installation and training costs are included. The detailed list is provided in the Procurement Plan. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	19, 23, 24 water distiller and BSB - not in PAD	923,764.29	923,770.29
1.1.2	Procurement of laboratory tests and consumables for PCR testing of COVID-19	The project will procure reagents and auxiliary consumables for PCR testing of Severe Acute Respiratory Infection (SARI)/COVID-19. The detailed list is provided in the Procurement Plan. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	13	3,310,668.16	3,310,668.16
1.1.3	Procurement of COVID-19 antibody testing systems	The project will procure reagents and auxiliary consumables for antibody testing for COVID-19. There are several alternative antibody tests, the exact test system will be selected later. All products are listed in the procurement plan. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	14	1,150,000.00	1,150,000.00
1.1.4	Maintenance services for the available laboratory and medical equipment	Spare parts and maintenance costs for the available laboratory and medical equipment. The itemized list will be discussed later with the MoHMIT based on inventory of equipment. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	32	125,000.00	750,000.00
1.1.5	Procurement of rapid response mobile PCR labs for SES	The project will procure mobile PCR labs for rapid response teams and other relevant epidemiological teams at regional and	not in PAD	1,280,000.00	1,280,000.00

		district levels in the state Sanitary and Epidemiological Safety and Control offices of the MoHMIT. The unit costs will depend on the specifications to be detailed during Year 1 of the project. As per the MoH initial needs the project will try to procure at least 1 mobile lab per region. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).			
1.1.6	Procurement of disinfecting equipment for Sanitary-epidemiological service/department (SES) of the MoHMIT	The project will supply disinfecting equipment: disinfecting cameras, vehicles, disinfecting sprayers of various volume, vehicles and sensor dispensers for the sprayers. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	4, 5, 6, 7, 8, 9	1,287,304.25	1,287,304.25
1.1.7	Support to software for epidemiological surveillance of Severe Acute Respiratory Infection (SARI)	Procurement of essential IT equipment for SES to enter, analyze and store of health information. In Year 1 the project will procure the required IT equipment. In Year 2 the project will support with TA and additional equipment, software for establishment of a contact tracing and epidemiological surveillance software. The activity will be implemented with observance of ESS 3: Resource efficiency and pollution prevention and management; and Capacity support (Training)	35	-	250,000.00
1.1.8	Procurement of vehicles to facilitate transportation of samples for lab testing within regions.	The SES capacities will be enhanced through vehicles for transportation of samples for lab testing in each region (2 vehicles per each of 5 velayats and Ashgabat). The vehicles will be also used for other needs of the SES. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	not in PAD	524,400.00	524,400.00
1.2. Strengthening Risk Communication and Community Engagement - RCCE (in partnership with UNICEF)					550,000.00
1.2.1	Review and update of the existing National Emergency Risk Communication Plan for 2018	The project will provide technical assistance to MoHMIT in reviewing and updating the existing National Emergency Risk Communication Plan;		-	30,000.00
1.2.2	Reviewing and updating regulatory framework and policy for risk communication and outreach to the public, including vulnerable groups.	The project will support review of the legislative base for risk communication, and further development of recommendations on its strengthening in line with international recommendations.		-	10,000.00

SFA Output – UNDP

1.2.3	Development of curricula, reference materials and manuals for health workers and other professionals on essentials of RCCE to develop and disseminate messages to the public and create feedback mechanisms with these groups (training module for Primary Health Care (PHC) workers, health professionals working at the hospital/in-patient facilities, health professionals working within SES, specialists of the National and Velayat Health Information Centers).	UNICEF will provide technical assistance to MoHMIT in development of the curricula and reference materials on RCCE in cooperation with relevant MoHMIT staff. A working group with participation from MoHMIT and Medical University will be created to work with International Consultant on preparation of materials, training modules and job aides.		-	30,000.00
1.2.4	Training of medical workers and other specialists in interpersonal communication, motivational interviewing	The activity includes trainings on the developed materials on Interpersonal Communication, Motivational Interviewing and relevant techniques that are aimed at enhancing their communication with population for: • front-line health workers • health professionals working at the hospital/in-patient facilities • health professionals working within SES • National and Velayat health Information centers		-	100,000.00
1.2.5	Trainings to eliminate misinformation / bias (including primary health care workers and Info Center)	UNICEF will provide technical assistance to MoHMIT on adaption of the existing global/regional trainings on misinformation/bias and prepare local trainings for front-line health workers and professionals		-	32,000.00
1.2.6	Establish (expand) information centers / offices of the relevant ministries to work with the public on risk communication and disaster preparedness	UNICE will support MoHMIT with: • expanding technical capacities (by procuring equipment, enriching resource base) of Health Information Centre in Ashgabat and its velayat representations. • enriching capacity of Health Information Centre in Ashgabat and its velayat representations staff. • expanding and enriching work of the Health Information Centre on TV and Radio programmes.		-	87,000.00
1.2.7	Raising awareness among schoolchildren, youth and vulnerable groups about the threats and challenges associated with the emergence of pandemics	The project will support preparation of lesson plans for schools and universities to be delivered by health and education professionals.		-	8,000.00

1.2.8	Conducting information campaigns among target population with focus on vulnerable groups, including gender-specific campaigns	Targeted information campaigns will be conducted among school-age children, high school students and children with disabilities, pregnant and breast-feeding women (in schools, universities, infant homes, health care facilities and through the network of public organization, Women's Union, Youth Union etc.) throughout the country on annual bases tied to the international days e.g. Global Handwashing Day - on 15 Oct every year, Water Day 22 March every year, etc.		-	32,000.00
1.2.9	Development and printing of information materials for the population	The project will support printing posters and relevant information sheets for public consumptions to be used in public spaces		-	44,000.00
1.2.10	Introduce digitalization in risk communication and community outreach in regulatory frameworks and policies (mobile applications, developing website for the public and an electronic database on C4D) and create risk communication channels such as SMS messaging (20 messages per year), creation of a hotline	UNICEF will support MoHMIT with: <ul style="list-style-type: none"> • establishing internal C4D database of MoHMIT; • updating MoHMI's website on RCCE and other relevant prevention messaging; • preparing plans for regular dissemination of SMS. 		-	34,500.00
1.2.11	Monitoring and evaluation of community outreach activities on regular bases	Regular focus groups with population will be conducted, including among school children, university students, women and families with Children with disabilities, People with disabilities (with involvement of Ministry of Education, Women Union, National Red Crescent Society		-	14,500.00
1.2.12	Collecting data on behavioral skills among the population (including focus groups, Knowledge, Attitude and Practice (KAP) Study, etc.)	The project will support <ul style="list-style-type: none"> • KAP study; • Development and adaption of a localized tool for MoHMIT to collect behavioral data through the country. 		-	40,962.96
1.2.13	UNICEF 8% cost recovery			-	37,037.04
1.2.14	Implement Stakeholder Engagement Plan (SEP) including monitoring and strengthening of public grievance mechanisms	Reaching out to the stakeholders and engage in consultations, document and disclose the deliberations as per the agreed SEP. GRM: The project will determine whether mechanisms are in place whereby people can raise concerns, provide feedback, or make complaints. If not available, UNDP along with the MoHMIT will establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-		-	50,000.00

		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. Quarterly reports to be submitted to the WB shall include Section related to GRM.			
2. Improving health system preparedness for COVID-19					7,924,746.31
2.1. Expanding capacity for treating COVID-19 and SARI cases and Enhancing Infection Control and Prevention (IPC) measures in health care facilities					7,424,703.21
2.1.1	List of equipment, consumables and medications for resuscitation and management of Severe Acute Respiratory Infection (SARI) patients with lung function disorders is defined and regularly updated.	A verified list of equipment, consumables and medications for resuscitation and management of SARI patients with lung function disorders is defined and updated. The expenses will be covered under budget line 3.2 (consultants) and 3.1 (UNDP Project Implementation Unit - PIU)	-	-	-
2.1.2	Procurement of essential medical equipment	The project will support procurement of various medical equipment for treatment of SARI/COVID-19 cases, including mechanical ventilators, blood gas analyzers, mobile X-ray machines, utilizing climate-smart, low carbon, sustainable procurement and energy efficient devices. The detailed list with specifications is provided in the procurement plan. The cost estimates in the procurement plan are available only for the products, the costs of freight and installation are estimated as a lump sum 15% of the product cost and will be specified later. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	15, 16, 17, 18, 21, 20, 22, 26, 27 IR thermometer - not in PAD	817,203.21	817,203.21
2.1.3	Procurement of oxygen generators	The project will provide mobile oxygen generating equipment and accessories. The detailed specifications will be developed during year 1.	28	2,500,000.00	2,500,000.00
2.1.4	Procurement of medicines for COVID-2019 and SARI care	The project will support procurement of essential medicines for treatment of cases with SARI/COVID-19. The itemized list is included into Procurement Plan, the list is based on the latest national SOP on treatment of SARI in accordance with the WHO guidelines. The actual list can be revised if new guidance is issued by the WHO. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	29	2,500,000.00	2,500,000.00

2.1.5	Procurement of mobile clinic for general medical examination, screening and testing of population groups.	The project will procure mobile clinics - a vehicle mounted clinic with capacity for X-Ray, USI, ECG investigations and blood and urine lab tests. The specifications will be developed during Year 1 of the project. The exact unit costs and the quantity will depend on the specifications - if the budget allows more vehicles will be provided. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	not in PAD	400,000.00	400,000.00
2.1.6	Implement Environmental and Social Commitments Plan (ESCP)	In accordance with ESCP the project will: i) conduct assessment of the environmental and social risks and impacts of proposed the project activities. Screening under the ESMF shall be conducted before the carrying out of the respective Project activities. ii) prepare, disclose, adopt, and implement instruments based on the assessment process, in a manner acceptable to the Bank, prior to carrying out of such activities. iii) consider actions to minimize exposure to disease; ensuring vulnerable parties' access to Project benefits; managing risks of security personnel and labor influx; and preventing/responding to sexual exploitation, abuse, or harassment. iv) conduct training on Environmental and Social Standards for UNDP, MoHMIT staff and for other stakeholders; v) perform other measures of SECP and its updated versions.		52,500.00	52,500.00
2.1.7	Strengthening medical waste management and disposal	The project will cover the cost of incinerators, their installation and training on use. The project may also include financing of autoclaves, microwaves, and volume- and weight-reduction equipment that are energy efficient. The specific equipment and target hospitals for waste management activities will be identified by the MoHMIT Division for Sanitary and Epidemiological Safety and Control jointly with the MoHMIT Division for Patient Care. The detailed specifications will be developed during year 1. Procurement will be done in accordance with Exclusion criteria (ESS1) and criteria for Resource efficiency and pollution prevention and management (ESS3).	25	1,155,000.00	1,155,000.00
2.2 Training and technical assistance (in partnership with WHO)					500,043.10
2.2.1	National Pandemic Preparedness and Response Plan, tailored for	National Pandemic Preparedness and Response Plan, tailored to each region, is updated quarterly in the first year and semiannually in year 2. The cost includes		5,000.00	11,000.00

SFA Output – UNDP

	each region, is developed and regularly updated.	round tables 2 per year; translation; other needs.			
2.2.2	National testing strategy, national hospital surge capacity plan and national case management strategy updated if necessary	National testing strategy, national hospital surge capacity plan and national case management strategy - all documents have been developed by the WHO country office. However, in case of release of some new recommendations in 2022/2023, the WHO CO will assist the MoHMIT with the updates of the national documents accordingly, by the local experts.		-	8,875.00
2.2.3	Development or updating of medical curricular in medical institutes concerning COVID-19 including guidelines and Standard Operating Procedures (SOP)s	Round table meetings will be conducted as well as working group on development curricular will be established. This curricular will be discussed in several roundtable meetings. National consultant will be hired to lead this process.		-	36,000.00
2.2.4	Training for health care workers on the latest WHO recommended Infection Prevention and Control (IPC) and contact tracing and rapid response team module	A total of 4000 health care workers Hospital will be trained including Ashgabat and 5 velayats. One training cost for 1 day x 20 participants total 200 day is 105 USD at national level		-	20,000.00
2.2.5	Training for health care workers on climate-induced vector-borne diseases training	A total 100 health care workers will be trained on climate induced vector born disease 20 participant from 5 velayats		-	1,000.00
2.2.6	Training for health care workers on the latest WHO recommended Infection Prevention and Control (IPC) and contact tracing module and rapid response team	16 batches X20 participants of training with participation of 320 health care workers will be trained from the region		-	87,680.00
2.2.7	Conduct training and technical support for laboratory staff on latest lab equipment and antibody testing	A total of 20 laboratory specialist will be trained on latest lab equipment and analysis in 4 batches of training and 20 lab workers will be trained on antibody testing total 80 lab workers		-	27,400.00
2.2.8	Conduct training for health care staff on management severe acute respiratory infections and COVID-19 as well as use latest medical equipment in Ashgabat	15 batches 20 participants of training with participation of 300 health care workers from Hospitals will be trained from the region on SARI and medical equipment use		-	82,200.00
2.2.9	Conduct training on evidence-based medicine and quality of care	A total 200 health care workers will be trained on evidence based and health care quality training 40 participant from 5 velayats		-	2,610.00
2.2.10	Conduct training for health care staff on management acute	3-day training will be conducted on case management for health care workers at		-	31,000.00

	respiratory infections and COVID-19 at Primary Health Care (PHC)	PHC levels. 1 training 20 participants X 3 day will cost 105 and total 300 day=31500			
2.2.11	Training for monitoring and evaluation (M&E) of SARI preparedness and response activities for MoHMIT, Departments of health, and other managers of health care system	A team of M&E specialists will be trained at central level, then at regional levels for moneysaving and evaluation of the healthcare preparedness and response to SARI/COVID-19		-	16,440.00
2.2.12	WHO project staff salaries, operating and administrative expenses	NPO, project assistant, IT support, admin costs of the WHO. The WHO will observe the requirements of ESS 2 Labor Management, in a manner acceptable to the Bank.		-	143,125.00
2.2.13	7% project support costs of the WHO			-	32,713.10
3. Project Management, Monitoring and Evaluation					1,999,117.00
3.1	Project staff salaries, operational and administrative expenses.	Cost of project implementation unit, operational costs. This includes hiring of Social and Environmental Standards Specialist (within 60 days of the project effectiveness) in accordance with ESS 1.1. The Project shall be carried out in accordance with the applicable requirements of ESS 2 Labor Management, in a manner acceptable to the Bank.	37	62,500.00	499,999.98
3.2	Other project management costs, consultants and monitoring visits	The project will cover the cost of monitoring visits of MoHMIT and UNDP staff, hiring consultants, and will support MoHMIT with operational costs (stationery, cartridges). The Project shall be carried out in accordance with the applicable requirements of ESS 2 Labor Management, in a manner acceptable to the Bank.	38	62,389.63	499,117.02
3.3	Verification of results and reporting, including on social and environmental standards, and GRM	UNDP and MoHMIT will prepare and submit quarterly progress reports demonstrating progress towards the outputs and activities set out in this Annex. Reporting will include but not limited to: (i) procurement and distribution; (ii) compliance with environmental and social standards; (iii) status of the indicators in the results framework; and (d) information on any problems or obstacles faced in the implementation of the project. Each quarterly progress report will also include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the outputs and the linkage between the payments made under this agreement and the deliverables; (ii) quarterly interim financial report on the use of funds. Quarterly reports to the WB			-

SFA Output – UNDP

		shall include Section related to GRM. The cost of reporting is covered under the budget lines 3.1 and 3.2			
3.4	Development of Project Operational Manual	Prepare a POM describing as well as guiding the activities to be done under the project. The activity does not require a dedicated budget as will be covered by 3.1 and 3.2 lines			-
3.5	UNDP GMS 5%			-	1,000,000.00
	TOTAL				19,950,000.00

* Quantity of the items may vary depending on availability and the unit costs.

**Indicative prices inclusive of FCA (“free carrier at”) and freight costs, installation, warranty, training and other costs, subject to change.

III. Work Plan and Timeline

(Project component or Subcomponent)	Activity (Project component or Subcomponent)	2021				2022				2023												
		Q3		Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4										
		September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May
1. Improving COVID-19 Prevention, Detection and Emergency Response																						
1.1. Strengthening surveillance and rapid response to suspected cases of COVID-19																						
1.1.1	Procurement of polymerase chain reaction (PCR) equipment for the laboratories of various levels.																					
1.1.2	Procurement of laboratory tests and consumables for PCR testing of COVID-19																					
1.1.3	Procurement of COVID-19 antibody testing systems																					
1.1.4	Maintenance services for the available laboratory and medical equipment																					
1.1.5	Procurement of rapid response mobile PCR labs for SES																					
1.1.6	Procurement of disinfecting equipment for Sanitary-epidemiological service/department (SES) of the MoHMIT																					
1.1.7	Support to software for epidemiological surveillance of Severe Acute Respiratory Infection (SARI)																					
1.1.8	Procurement of vehicles to facilitate transportation of samples for lab testing within regions.																					
1.2. Strengthening Risk Communication and Community Engagement - RCCE (in partnership with UNICEF)																						
1.2.1	Review and update of the existing National Emergency Risk Communication Plan for 2018																					
1.2.2	Reviewing and updating regulatory framework and policy for risk communication and outreach to the public, including vulnerable groups.																					
1.2.3	Development of curricula, reference materials and manuals for health workers and other professionals on essentials of RCCE to develop and disseminate messages to the public and create																					

[illegible]

[illegible]

ANNEX II

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I. Total Funding Ceiling (in US\$)

	Outputs/Activities	Total for Year 1	Total for Year 2	Total	Notes:
1	Improving COVID-19 Prevention, Detection and Emergency Response	8,045,938.32	1,980,204.37	10,026,142.69	
1.1	Strengthening surveillance and rapid response to suspected cases of COVID-19	7,715,138.32	1,761,004.37	9,476,142.70	
1.1.1	Procurement of polymerase chain reaction (PCR) equipment for the laboratories of various levels.	923,766.29		923,770.29	
1.1.2	Procurement of laboratory tests and consumables for PCR testing of COVID-19	2,483,001.12	827,667.04	3,310,668.16	
1.1.3	Procurement of COVID-19 antibody testing systems	766,666.67	383,333.33	1,150,000.00	
1.1.4	Maintenance services for the available laboratory and medical equipment	250,000.00	500,000.00	750,000.00	Spare parts and maintenance costs for the available laboratory and medical equipment. The itemized list will be discussed later with the MoHMIT based on inventory of equipment.
1.1.5	Procurement of rapid response mobile PCR labs for SES	1,280,000.00	-	1,280,000.00	The unit costs will depend on the specifications to be detailed during Y1 of the project.
1.1.6	Procurement of disinfecting equipment for Sanitary-epidemiological service/department (SES) of the MoHMIT	1,287,304.25	-	1,287,304.25	
1.1.7	Support to software for epidemiological surveillance of Severe Acute Respiratory Infection (SARI)	200,000.00	50,000.00	250,000.00	
1.1.8	Procurement of vehicles to facilitate transportation of samples for lab testing within regions.	524,400.00	-	524,400.00	At least 12 vehicles (2 per each of 5 velayats and for Ashgabat) but more vehicles can be provided depending on the specifications and the unit costs, to be developed later.
1.2	Strengthening Risk Communication and Community Engagement -	330,800.00	219,200.00	550,000.00	

SFA Output – UNDP

	RCCE (in partnership with UNICEF)				
1.2.1	Review and update of the existing National Emergency Risk Communication Plan for 2018	30,000.00	-	30,000.00	
1.2.2	Reviewing and updating regulatory framework and policy for risk communication and outreach to the public, including vulnerable groups.	10,000.00	-	10,000.00	
1.2.3	Development of curricula, reference materials and manuals for health workers and other professionals on essentials of RCCE to develop and disseminate messages to the public and create feedback mechanisms with these groups (training module for PHC workers, health professionals working at the hospital/in-patient facilities, health professionals working within SSEI, specialists of the National and Velayat Health Information Centers).	30,000.00	-	30,000.00	
1.2.4	Training of medical workers and other specialists in interpersonal communication, motivational interviewing	50,000.00	50,000.00	100,000.00	
1.2.5	Trainings to eliminate misinformation / bias (including primary health care workers and Info Center)	32,000.00	-	32,000.00	
1.2.6	Establish (expand) information centers / offices of the relevant ministries to work with the public on risk communication and disaster preparedness	45,000.00	42,000.00	87,000.00	
1.2.7	Raising awareness among schoolchildren, youth and vulnerable groups about the threats and challenges associated with the emergence of pandemics	8,000.00	-	8,000.00	
1.2.8	Conducting information campaigns among target population with focus on vulnerable groups	12,000.00	20,000.00	32,000.00	

1.2.9	Development and printing of information materials for the population	22,000.00	22,000.00	44,000.00	
1.2.10	Introduce digitalization in risk communication and community outreach in regulatory frameworks and policies (mobile applications, developing website for the public and an electronic database on C4D) and create risk communication channels such as SMS messaging (20 messages per year), creation of a hotline	13,500.00	21,000.00	34,500.00	
1.2.11	Monitoring and evaluation of community outreach activities on regular bases	7,500.00	7,000.00	14,500.00	
1.2.12	Collecting data on behavioral skills among the population (including focus groups, KAP Study, etc.)	-	40,962.96	40,962.96	
1.2.13	UNICEF 8% cost recovery	20,800.00	16,237.04	37,037.04	
1.2.14	Implement Stakeholder Engagement Plan (SEP) including monitoring and strengthening of public grievance mechanisms	50,000.00	-	50,000.00	
2	Improving health system preparedness for COVID-19	7,658,075.56	266,670.75	7,924,746.31	
2.1	Expanding capacity for treating COVID-19 and SARI cases and Enhancing Infection Control and Prevention (IPC) measures in health care facilities	7,424,703.21	-	7,424,703.21	
2.1.1	List of equipment, consumables and medications for resuscitation and management of Severe Acute Respiratory Infection (SARI) patients with lung function disorders is defined and regularly updated.	-	-	-	The cost estimates in the procurement plan are available only for the products, the costs of freight and installation are estimated as a lump sum and will be detailed later.
2.1.2	Procurement of essential medical equipment	817,203.21	-	817,203.21	The cost estimates in the procurement plan are available only for the products, the costs of freight and installation are estimated as a lump sum and will be detailed later.
2.1.3	Procurement of oxygen generators	2,500,000.00	-	2,500,000.00	The detailed specifications will be developed during year 1.

SFA Output – UNDP

2.1.4	Procurement of medicines for COVID-2019 and Severe Acute Respiratory Infection (SARI) care	2,500,000.00	-	2,500,000.00	The actual list of medicines can be revised if new guidance on treatment is issued by the WHO.
2.1.5	Procurement of mobile clinic for general medical examination, screening and testing of population groups.	400,000.00	-	400,000.00	The specifications will be developed during Year 1 of the project. The exact unit costs and the quantity will depend on the specifications - if the budget allows more vehicles will be provided.
2.1.6	Implement Environmental and Social Commitments Plan (ESCP)	52,500.00	-	52,500.00	
2.1.7	Strengthening medical waste management and disposal	1,155,000.00	-	1,155,000.00	The detailed specifications will be developed during year 1.
2.2 Training and technical assistance (in partnership with WHO)		233,372.35	266,670.75	500,043.10	
2.2.1	National Pandemic Preparedness and Response Plan, tailored for each region, is developed and regularly updated.	3,000.00	8,000.00	11,000.00	
2.2.2	National testing strategy, national hospital surge capacity plan and national case management strategy updated if necessary	-	8,875.00	8,875.00	
2.2.3	Development or updating of medical curricular in medical institutes concerning COVID-19 including guidelines and SOPs	12,000.00	24,000.00	36,000.00	
2.2.4	Training for health care workers on the latest WHO recommended IPC and contact tracing and rapid response team module	11,000.00	9,000.00	20,000.00	
2.2.5	Training for health care workers on climate-induced vector-borne diseases training	-	1,000.00	1,000.00	
2.2.6	Training for health care workers on the latest WHO recommended IPC and contact tracing module and rapid response team	43,840.00	43,840.00	87,680.00	
2.2.7	Conduct training and technical support for laboratory staff on latest lab equipment and antibody testing	16,440.00	10,960.00	27,400.00	
2.2.8	Conduct training for health care staff on management	43,840.00	38,360.00	82,200.00	

	severe acute respiratory infections and COVID-19 as well as use latest medical equipment in Ashgabat				
2.2.9	Conduct training on evidence-based medicine and quality of care	1,400.00	1,210.00	2,610.00	
2.2.10	Conduct training for health care staff on management acute respiratory infections and COVID-19 at PHC	12,000.00	19,000.00	31,000.00	
2.2.11	Training for monitoring and evaluation of SARI preparedness and response activities for MoHMIT, Departments of health, and other managers of health care system	10,960.00	5,480.00	16,440.00	
2.2.12	WHO project staff salaries, operating and administrative expenses	63,625.00	79,500.00	143,125.00	
2.2.13	7% PSC WHO	15,267.35	17,445.75	32,713.10	
3	Project Management, Monitoring and Evaluation	1,309,724.87	689,392.13	1,999,117.00	
3.1	Project staff salaries, operational and administrative expenses.	249,999.99	249,999.99	499,999.98	
3.2	Other project management costs, consultants and monitoring visits	249,558.51	249,558.51	499,117.02	
3.3	Verification of results and reporting, including on social and environmental standards, and GRM	-	-	-	
3.4	Develop Project Operational Manual (POM)	-	-	-	
3.5	UNDP GMS 5%	810,166.37	189,833.63	1,000,000.00	
	TOTAL	17,013,493.75	2,936,022.25	19,950,000.00	

Notes:

- (a) All lump sum amounts and totals in this table are based on the detailed estimates, including quantities and units of measurement, that are discussed and agreed with the Government and the Bank prior to the signing of the Agreement.
- (b) Under this Agreement, there can be no transfers to Government organizations.
- (c) Please indicate if any part of this Agreement is delegated to another UN organization, third party of an implementing partner(s): “Yes”: *Some activities of the present agreement will be delegated to WHO (training and TA component) and UNICEF (risk communication), as spelled out in the Annex 1.*

II. Payment Schedule

1. *The Bank shall disburse the loan proceeds in the form of UN advances into UNDP's bank account supported by a 9-month expenditure forecast included in the Interim Financial Report (IFR).*
 - *1st payment – US\$ 14,955,481.19 upon signing, as an advance payment, in accordance with the budget estimate shown in **Annex II** for the first reporting period; and*
 - *Subsequent payment of US\$ 4,994,518.81 for deliverables set up in **Annex I** upon exhaustion of the 70 % of the previous payment (expenditures and commitments) and approval by the Government and the World Bank of the respective Narrative and Financial Reports.*
2. *Any advance payments will be deducted from the last payment.*
3. *All payments, reconciliations and refunds under this Agreement shall be made within the validity period of the Loan Agreement. Under no circumstances can payments be made after the Loan Agreement closing date.*

ANNEX III

REPORTING REQUIREMENTS

UNDP will prepare and submit quarterly progress report demonstrating progress towards the outputs and activities set out in this Annex with a copy to the Bank:

1. Progress Reports:

- (a) This report will use a reporting format to be agreed with the World Bank and be submitted within 30 days after the end of each quarter. Each report shall include but not limited to: (i) procurement and distribution; (ii) compliance with environmental and social standards; (iii) status of the indicators in the results framework; and (iv) information on any problems or obstacles that the UNDP has faced in the implementation of the project. Each quarterly progress report will also include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the Outputs and the linkage between the payments made under this Agreement and the deliverables as set out in **Annex I**; and (ii) quarterly interim financial report on the use of funds following UNDP's *Statement of Project Expenditures by Output*⁶
- (b) and (iii) the Payment Request for the next installment signed by an authorized UN Partner staff in charge of execution of this Agreement.
- (c) The final Progress Report upon Completion or Early Termination shall include a consolidated financial summary on the use of funds for Outputs set forth in **Annex I**.

Important Note to UNDP Staff:

The narrative of the Progress Report should include a section that reconciles the budget shown in the Total Funding Ceiling (Annex II) with the utilization of funds as follows:

- a. Reconciliation of total amount received by UNDP during the reporting period, amount spent and the balance remaining alongside with the total financial commitments on a cumulative basis;*
- b. Highlight of expenditures under each output, linking them with the specific activities and outputs achieved;*
- c. Technical progress against utilization of funds (budget versus actual) and identification of adjustments, including potential bottlenecks and specific needs for reallocation of funds within or across categories.*

The interim financial report should follow the format of the UNDP Statement of Project Expenditures by Output with the activities aligned with those in Annex I and Annex II to this Agreement.

The authorized official of the UN Partner will provide a written statement stating the following:

⁶ The *Statement of Project Expenditures by Output* will reflect the information of the *UNDP Combined Delivery Report (CDR)* and the *UNDP Interim Donor Report (IDR)*.

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by UNDP in accordance with its document retention policy and will be available to UNDP’s External Auditors for examination in the course of the audit of UNDP’s Financial Statements.”

Signed by: _____
Name and Title: _____
Date: _____

2. Final Financial Statement:

Upon Completion or Early Termination, UNDP will also provide the Final Financial Statement issued by the UNDP Office of Financial Resources Management. The Final Financial Statement will be issued within three (3) months of the Completion Date. The Parties shall plan accordingly in the Work Plan (**Annex I**).

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by UNDP in other currencies to implement activities under this Agreement.

ANNEX IV

COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT

The Parties recall the provisions of the Basic Agreement, including those relating to the facilities to be provided by the Government for the execution of UNDP assistance, and the Parties reconfirm that the Government shall provide the facilities, exemptions, privileges and immunities provided for in the Basic Agreement.

Without prejudice to the foregoing, the Parties agree that the Government commits to provide, at its own expense and at no cost to UNDP, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNDP's team):
 - National Project Coordinator: Dr. Gurbangul Ovliyakulova, Head of Particularly Dangerous Infectious Diseases of the State Sanitary-Epidemiology Service of the Ministry of Health and Medical Industry of Turkmenistan
- (b) Surveys and Technical Inputs: N/a
- (c) Services: N/a
- (d) Facilities: N/a
- (e) Property: N/a
- Other: N/a

The extent and timing of provision of counterpart staff and of facilities should be agreed upon and included in this Annex.

ANNEX V

UNDP FULL COST RECOVERY

1. Full cost comprises of Direct Costs (DC) and Indirect Costs (IC).

Direct Costs:

2. DC are UNDP costs incurred for the benefit of a particular project and can be clearly identifiable and documented as directly attributable to project activities. DC calculations are shown as line items in the Total Funding Ceiling in **Annex II**.

Indirect Costs:

3. IC are incurred by UNDP management and administration in furtherance of UNDP activities and policies and cannot be directly attributable to project activities. Such costs are charged to project as a management fee ("Indirect Costs"). IC applicable to the Agreements with the Government that are financed from the loan, credit or grant proceeds obtained from the World Bank pursuant to the Loan Agreement between the Government and the Bank, are set up in accordance with UNDP Financial Rules and Regulations, as determined in UNDP cost recovery policies and procedures (Executive Decision on Cost Recovery) with a minimum of 5%. Any higher rate as may be justified by the circumstances of a specific Agreement shall be explained by UNDP and agreed with the Government and reflected in **Annex II**.