
GRANT NUMBER TF0C0846
GRANT NUMBER TF0C0847

Multi-Donor Trust Fund Grant Agreement

**(Fourth Additional Financing for the Public Expenditures for Administrative
Capacity Endurance in Ukraine Project)**

between

UKRAINE

and

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT ASSOCIATION**

*(acting as administrator of the Multi-Donor Trust Fund for the Co-financing of the
Public Expenditures for Administrative Capacity Endurance in Ukraine Project)*

GRANT NUMBER TF0C0846
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GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between UKRAINE ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of the Multi-Donor Trust Fund for the Co-financing of the Public Expenditures for Administrative Capacity Endurance in Ukraine Project, *for the purpose of providing fourth additional financing* for activities related to the Original Project (as said Original Project is defined in the Appendix to this Agreement).

WHEREAS: (A) following an international effort to provide development support to Ukraine and having satisfied itself as to the feasibility and priority of the project as further described in Schedule I to this Agreement ("Project"), the Recipient has requested the Bank to extend a grant to assist in the financing of the Project;

(B) the Recipient also obtained a loan in the amount of €465,950,000 from the International Bank for Reconstruction and Development ("World Bank"), which loan has been extended for the Project by the World Bank under the Original Loan Agreement (as defined in the Appendix to this Agreement);

(C) the Recipient also obtained from the International Development Association ("Association"), on an exceptional basis, a credit in the amount of €946,600,000, which credit has been extended for the Project by the Association under the Original Financing Agreement (as defined in the Appendix to this Agreement);

(D) the Recipient also obtained from the Bank the First Additional Financing in the form of a grant in the amount of \$1,300,000,000 which grant has been extended for the Project by the Bank under the First Additional Financing Grant Agreement (as defined in the Appendix to this Agreement);

(E) the Recipient also obtained from the Bank the Second Additional Financing in the form of a grant in the amount of \$4,500,000,000 which grant has been extended for the Project by the Bank under the Second Additional Financing Grant Agreement (as defined in the Appendix to this Agreement);

(F) the Recipient also obtained from the World Bank the Third Additional Financing in the form of a loan in the amount of \$529,900,000, which loan has been extended for the Project by the World Bank under the Third Additional Financing Loan Agreement (as defined in the Appendix to this Agreement);

(G) the Recipient also obtained a grant in the amount of \$4,500,000,000 from the World Bank, which grant has been extended for the Project by the World Bank under the Third Additional Financing Grant Agreement (as defined in the Appendix to this Agreement); and

(H) the Recipient also obtained from the World Bank the Fourth Additional Financing in the form of a loan in the amount of \$500,000,000, which loan has been extended for the Project by the World Bank under the Fourth Additional Financing Loan Agreement (as defined in the Appendix to this Agreement).

The Recipient and the Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

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

Article II
The Project

- 2.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall, through the Ministry of Finance ("MoF"), carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

Article III
The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed two billion six hundred fifty-nine million United States Dollars (\$2,659,000,000) to assist in financing the Project, consisting of the following and collectively ("Grant"):
 - (a) the amount of \$2,500,000,000 out of the Multi-Donor Trust Fund for the Co-financing of the Public Expenditures for Administrative Capacity Endurance in Ukraine Project (TF073828) (Grant Number TF0C0846); and

- (b) the amount of \$159,000,000 out of the Multi-Donor Trust Fund for the Co-financing of the Public Expenditures for Administrative Capacity Endurance in Ukraine Project (TF073829) (Grant Number TF0C0847).
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust funds for which the Bank receives periodic contributions from the donors to the trust funds. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust funds, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely that any of the Recipient's Guaranteed Minimum Income ("GMI") Program Legislation, Housing and Utilities Subsidy ("HUS") Program Legislation, Disability Program Legislation, Internally Displaced Persons ("IDP") Program Legislation, Family with Children Programs Legislation, or Program of Medical Guarantees ("PMG") Legislation have been amended, suspended, abrogated, repealed or waived, so as to affect materially and adversely the ability of the Recipient to carry out the Project or to perform any of its obligations under this Agreement.

**Article V
Other Undertakings**

- 5.01. Without limitation to Section 7.02(b) of the Standard Conditions (as amended hereinafter), any modification to this Agreement shall be executed by written instrument agreed by the parties hereto. Such amendment shall become effective on the date as of which it has been executed by all parties unless otherwise specified in the amending agreement.

**Article VI
Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance.
- 6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

Ministry of Finance
12/2 M. Hrushevskoho Str.,
Kyiv, 01008
Ukraine; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+38 (044) 425-90-26	info@minfin.gov.ua

6.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

UKRAINE

By



Authorized Representative

Name: Sergii Marchenko

Title: Minister of Finance

Date: February 22, 2023

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION
*(acting as administrator of Multi-Donor Trust Fund for the
Co-financing of the Public Expenditures for Administrative
Capacity Endurance in Ukraine Project)*

By



Authorized Representative

Name: Arup Banerji

Title: Regional Country Director

Date: February 22, 2023

SCHEDULE 1

Project Description

The objective of the Project is to contribute to sustaining the Recipient's administrative and service delivery capacity to exercise core government functions at the national and regional levels.

The Project consists of the following Parts:

- Part 1.** Supporting the Recipient in: (a) maintaining core government functions through: (i) the payment of Salaries of Eligible Employees; and (ii) payment of Salaries of Eligible Higher Education Institutions Employees; and (b) provision of Project audits.
- Part 2.** Supporting the Recipient in: (a) financing monthly pension payments subsidized by the central government; and (b) maintaining its social assistance systems and programs through financing of:
- (i) the GMI Program, which provides monthly benefits to low-income families;
 - (ii) the HUS Program, which provides financial support to low-income families and individuals for the payment of utility bills;
 - (iii) the Disability Program, which provides financial support to eligible persons with disabilities;
 - (iv) the IDP Program, which provides monthly cash allowances to eligible IDPs; and
 - (v) the Family with Children Programs, which provide support to Eligible Families with Children.
- Part 3.** Supporting the Recipient in maintaining: (a) health care services delivery under the PMG through the financing of PMG Payments to Eligible Health Service Providers in order to pay salaries of healthcare workers; and (b) emergency service delivery through the payment of Salaries of Eligible First Responders.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall vest responsibility for overall coordination and implementation of the Project in the MoF.
2. The Recipient, through the MoF, shall appoint the deputy minister of finance as a Project coordinator to be responsible for Project implementation, monitoring and reporting.
3. The Recipient, through the MoF, shall, at all times during Project implementation, ensure that its Department of Expenditures of Public Authorities and its Department of Expenditures of Humanitarian Sector, are each maintained with mandate, composition and resources acceptable to the Bank and are responsible for reporting to the Project coordinator referred to in paragraph 2 above on consolidated wage bill expenditures and monitoring of wage bill spending under Part 1 of the Project in accordance with the provisions of the POM.
4. The Recipient, through the MoF, shall coordinate with all relevant ministries and governmental institutions to ensure the provision of technical support including for data verification and reporting for proper implementation of Project activities as set forth in the POM.

B. Project Operational Manual

1. No later than one (1) month after effectiveness of the Grant Agreement, the Recipient shall update the POM in form and substance acceptable to the Bank, containing detailed implementation and institutional arrangements for the Project; including, *inter alia*: (i) procurement; (ii) financial management and accounting; (iii) monitoring and evaluation; (iv) eligibility criteria for the selection of Eligible Employees and Eligible Higher Education Institutions Employees under Part 1.(a)(i) and (ii) of the Project; (v) verification protocols and procedures for payment of Salaries of Eligible Employees and payment of Salaries of Eligible Higher Education Institutions Employees; (vi) eligibility criteria, amounts and procedures for monthly pension payments and payments under the GMI Program, HUS Program, Disability Program, Family with Children Programs and IDP Program under Part 2 of the Project; (vii) eligibility criteria, amount and procedures for PMG Payments and payment of Salaries of Eligible First Responders under Part 3 of the Project; (viii) grievance mechanism for the Project; (ix) personal data collection and processing in accordance with applicable national

law and good international practice; and (x) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.

2. The Recipient shall carry out the Project in accordance with the POM.
3. The Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the POM or any provision thereof, without the prior written agreement of the Bank.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. PMG Payments

1. In order to ensure proper implementation of Part 3(a) of the Project, the Recipient shall provide PMG Payments to Eligible Health Service Providers in accordance with eligibility criteria and procedures acceptable to the Bank and further detailed in the POM.
2. The Recipient, through the MoF, shall ensure that financing of PMG Payments to Eligible Health Services Providers is used exclusively for reimbursement of salaries of healthcare workers.

D. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified

in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall, 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall ensure that each Project Report is furnished to the Bank not later than one (1) month after the end of each calendar semester, covering the calendar semester.
2. 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 Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Number TF0C0846 Allocated (expressed in US\$)	Amount of the Grant Number TF0C0847 Allocated (expressed in US\$)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Salaries of Eligible Employees under Part 1.(a) of the Project	430,000,000	159,000,000	Up to 100%
(2) Consulting services under Part 1.(b) of the Project	0	0	100%
(3) Payments: (i) for monthly pensions, (ii) for GMI Program, HUS Program, Disability Program, and IDP Program; (iii) Salaries of Eligible First Responders, and (iv) of PMG Payments, all under Parts 2 (except Part 2.(b)(iv)) and 3 of the Project	1,615,000,000	0	Up to 100%

(4) (i) Payment of Salaries of Eligible Higher Education Institutions Employees under Part 1.(a)(ii) of the Project;	455,000,000	0	up to 100%
(ii) Payment for the Family with Children Programs under Part 2.(b)(v) of the Project			
TOTAL AMOUNT	2,500,000,000	159,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section 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\$2,659,000,000 may be made for payments made prior to this date but on or after March 1, 2022 under Category (1), (3) and (4); or
 - (b) under Category (1), (3) and/or (4) until and unless the Borrower has furnished evidence satisfactory to the Bank in accordance with the verification protocols set forth in the POM showing that payments under Category (1), (3) and/or (4) have been paid.

2. No withdrawal shall be made for payments of Eligible Expenditures that have already been financed under the Original Loan Agreement, the Original Financing Agreement, the First Additional Financing Grant Agreement, the Second Additional Financing Grant Agreement, the Third Additional Financing Loan Agreement, the Third Additional Financing Grant Agreement, or Fourth Additional Financing Loan Agreement, or for which withdrawals have been requested under the Original Loan Agreement, the Original Financing Agreement, the First Additional Financing Grant Agreement, the Second Additional Financing Grant Agreement, the Third Additional Financing Loan Agreement, the Third Additional Financing Grant Agreement, or the Fourth Additional Financing Loan Agreement.

APPENDIX

Section I. Definitions

1. "Adoption Grant Program" means the Recipient's social assistance program to Ukrainian nationals residing in Ukraine who adopted a child-orphan, a child without parental care, or a child whose parents have given their consent to their adoption established by the Recipient's Law on State Social Assistance for Families with Children, dated November 21, 1992, No. 2811-XII.
2. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
3. "Birth Grant Program" means the Recipient's social assistance program to one of the parents or a guardian of a newborn child permanently residing with the child established by the Recipient's Law on State Social Assistance for Families with Children, dated November 21, 1992, No. 2811-XII.
4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. "Department of Expenditures of Humanitarian Sector" means the MoF's department responsible for monitoring monthly wage bill payments for School Employees as further detailed in the POM, or any successor thereto.
6. "Department of Expenditures of Public Authorities" means the MoF's department responsible for monitoring monthly wage bill payments for civil servants and other employees of governmental bodies as further detailed in the POM, or any successor thereto.
7. "Disability Program" means the Recipient's state social assistance provided to persons with disabilities established by the Recipient's Law on State Social Assistance to Persons with Disabilities from Childhood and Children with Disabilities, dated November 16, 2000 No. 2109-III.
8. "Disability Program Legislation" means the Recipient's Law on State Social Assistance to Persons with Disabilities from Childhood and Children with Disabilities, dated November 16, 2000, No. 2109-III, Resolution of the Cabinet of Ministers of Ukraine No. 79, dated February 3, 2021, and related relevant legislation regulating the Disability Program, as amended from time to time.

9. "Eligible Employees" means civil servants and other employees of governmental bodies; and School Employees (all as defined in the POM) in non-security sectors who meet the eligibility criteria set forth in the POM.
10. "Eligible Families with Children" means persons with at least one child, including an adopted child, as set forth in the POM.
11. "Eligible First Responders" means employees of the State Emergency Service of Ukraine who are responsible for civil protection and protection of the public and the territory from emergencies in non-security sectors.
12. "Eligible Health Service Providers" means health care facilities which: (a) have entered into a health care provider contract with NHSU; and (b) have received PMG Payments from NHSU to assist in the delivery of health care services under PMG.
13. "Eligible Higher Education Institutions Employees" means staff working in public institutions providing professional education and/or higher education; and excluding all employees working in military institutions, institutions with specific study conditions or military educational units of higher education institutions, as further detailed in the POM.
14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated February 20, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
15. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and

Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

16. “Family with Children Programs” means Birth Grant Program, Adoption Grant Program, Maternity Program and Single Parent Program.
17. “Family with Children Programs Legislation” means Recipient’s Law on State Social Assistance for Families with Children, dated November 21, 1992, No. 2811-XII, Resolution of the Cabinet of Ministers of Ukraine No. 1751, dated December 27, 2001, and related relevant legislation regulating the Family with Children Programs, as amended from time to time.
18. “First Additional Financing Grant Agreement” means the grant agreement for the Additional Financing for the Public Expenditures for Administrative Capacity Endurance in Ukraine Project between the Bank and the Recipient dated June 29, 2022, as such agreement may be amended from time to time. “First Additional Financing Grant Agreement” includes all appendices, schedules and agreements supplemental to said Agreement (Grant Number TF0B9038).
19. “Fourth Additional Financing Loan Agreement” means the loan agreement for the Fourth Additional Financing for the Public Expenditures for Administrative Capacity Endurance in Ukraine Project between the World Bank and the Recipient dated December 23, 2022, as such agreement may be amended from time to time. “Fourth Additional Financing Loan Agreement” includes all appendices, schedules and agreements supplemental to said Agreement.
20. “GMI Program Legislation” means the Recipient’s Law on State Social Assistance for Low-Income Families, dated June 01, 2000, No. 1768-III, Resolution of the Cabinet of Ministers of Ukraine No. 250, dated February 24, 2003, and related relevant legislation regulating the GMI Program, as amended from time to time.
21. “Guaranteed Minimum Income Program” and “GMI Program” each means the Recipient’s enhanced last resort anti-poverty program to provide assistance to low-income families established by the Recipient’s Law on State Social Assistance for Low-Income Families dated June 01, 2000, No. 1768-III.
22. “Housing and Utilities Subsidy Program” and “HUS Program” each means the Recipient’s social assistance program to provide assistance to low-income families for housing and utilities payments established by the Recipient’s Resolution of the Cabinet of Ministers of Ukraine No. 848, dated October 21, 1995, as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 807, dated August 14, 2019.
23. “HUS Program Legislation” means the Recipient’s Resolution of the Cabinet of Ministers of Ukraine No. 848, dated October 21, 1995, as amended by the

Resolution of the Cabinet of Ministers of Ukraine No. 807, dated August 14, 2019, and related relevant legislation regulating the HUS Program, as amended from time to time.

24. "IDP Program Legislation" means the Recipient's Resolution of the Cabinet of Ministers of Ukraine No. 332, dated March 20, 2022, Resolution of the Cabinet of Ministers of Ukraine No. 509 dated, October 1, 2014, and related relevant legislation regulating the IDP Program, as amended from time to time.
25. "Internally Displaced Persons Program" and "IDP Program" each means the Recipient's social assistance program to cover living expenses of internally displaced persons established by the Recipient's Resolution of the Cabinet of Ministers of Ukraine No. 332 dated March 20, 2022.
26. "Maternity Program" means the Recipient's social assistance program to pregnant women not insured under the obligatory social insurance system established by the Recipient's Law on State Social Assistance for Families with Children, dated November 21, 1992, No. 2811-XII.
27. "Ministry of Finance" and "MoF" each means the Recipient's ministry responsible for finance, or any successor thereto.
28. "National Health Service of Ukraine" and "NHSU" each means the Recipient's central executive body coordinated by the Cabinet of Ministers of Ukraine through the ministry responsible for health, which implements the state policy in the sphere of public financial guarantees for health care provision, or any successor thereto.
29. "Original Financing Agreement" means the agreement between the Recipient and the Association for the Project dated June 9, 2022, as such agreement may be amended from time to time. "Original Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.
30. "Original Loan Agreement" means the agreement between the Recipient and the World Bank for the Project dated June 9, 2022, as such agreement may be amended from time to time. "Original Loan Agreement" includes all appendices, schedules and agreements supplemental to the Loan Agreement.
31. "Original Project" means the Project described in Schedule 1 to the Original Loan Agreement and the Original Financing Agreement as amended to the date of this Agreement.
32. "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.

33. "PMG Legislation" means the Recipient's Law on Public Financial Guarantees of Health Care Services for Population No. 2168-VIII, dated October 19, 2017, Resolution of the Cabinet of Ministers of Ukraine No. 1440, dated December 29, 2021, Resolution of the Cabinet of Ministers of Ukraine No. 1464, dated December 27, 2022, and related relevant legislation regulating the PMG Program, as amended from time to time.
34. "PMG Payment" means a payment made or to be made (out of the proceeds of the Grant), under Part 3.(a) of the Project, to Eligible Health Service Providers responsible for the delivery of health care services under the PMG in accordance with procedures and criteria set forth in the POM to finance salaries of healthcare workers; and "PMG Payments" means more than one PMG Payment.
35. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
36. "Program of Medical Guarantees" or "PMG" means the Recipient's program defined in the Recipient's Law on Public Financial Guarantees of Health Care Services for Population No. 2168-VIII, dated October 19, 2017, which determines the list and the volume of health care services guaranteed by the government from the Recipient's state budget to be paid to health services providers.
37. "Project Operational Manual" and "POM" each means the operational manual to be prepared and adopted by the Recipient in a manner satisfactory to the Bank as further described in Section I.B of Schedule 2 to this Agreement.
38. "Salaries" means the salaries of Eligible Employees and/or Eligible First Responders and/or Eligible Higher Education Institutions Employees, as applicable, excluding, *inter alia*, those in the defense, military and security sector as set forth in the POM.
39. "School Employees" means pedagogical staff working in institutions providing general secondary education; and excluding all employees working in military schools and schools with enhanced military and physical training, as further detailed in the POM.
40. "Second Additional Financing Grant Agreement" means the grant agreement for the Second Additional Financing for the Public Expenditures for Administrative Capacity Endurance in Ukraine Project between the Bank and the Recipient dated

August 9, 2022, as such agreement may be amended from time to time. "Second Additional Financing Grant Agreement" includes all appendices, schedules and agreements supplemental to said Agreement (Grant Number TF0B9348).

41. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
42. "Single Parent Program" means the Recipient's social assistance program to single mothers, single adoptive parents, and mothers (fathers) of children whose other parent has died and whose surviving parent is not entitled to a survivor's or social pension established by the Recipient's Law on State Social Assistance for Families with Children, dated November 21, 1992, No. 2811-XII.
43. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019."
44. "State Emergency Service of Ukraine" means the Recipient's central executive body coordinated by the Cabinet of Ministers of Ukraine through the ministry responsible for interior, responsible for implementing state policy related to civil protection, protection of the public and territories from emergencies, prevention and consequence liquidation of emergencies, rescue work, fire extinguishing, fire and industrial safety, and hydrometeorological activities, or any successor thereto.
45. "Third Additional Financing Grant Agreement" means the grant agreement for the Third Additional Financing for the Public Expenditures for Administrative Capacity Endurance in Ukraine Project between the Bank and the Recipient dated November 24, 2022, as such agreement may be amended from time to time. "Third Additional Financing Grant Agreement" includes all appendices, schedules and agreements supplemental to said Agreement (Grant Number TF0C0133).
46. "Third Additional Financing Loan Agreement" means the loan agreement for the Third Additional Financing for the Public Expenditures for Administrative Capacity Endurance in Ukraine Project between the World Bank and the Recipient dated October 4, 2022, as such agreement may be amended from time to time. "Third Additional Financing Loan Agreement" includes all appendices, schedules and agreements supplemental to said Agreement.

Section II. Modifications to the Standard Conditions

1. Section 7.02 (*Action on Behalf of the Recipient*) is modified to read as follows:
 - “(a) The representative designated by the Recipient in the Grant Agreement for the purpose of this Section, (or any person authorized by such representative for the purpose) (“Recipient’s Representative”), may take any action required or permitted to be taken pursuant to the Grant Agreement, and execute any documents or dispatch any Electronic Document, required or permitted to be executed pursuant to the Grant Agreement on behalf of the Recipient.
 - (b) The representative so designated by the Recipient or person so authorized by such representative may agree to any modification or amplification of the provisions of such Grant Agreement on behalf of such Recipient by Electronic Document or by written instrument executed by such representative or authorized person; provided that, in the opinion of such representative, the modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Recipient under the Grant Agreement. The Bank may accept the execution by such representative or other authorized person of any such instrument as conclusive evidence that such representative is of such opinion.”