PEF GRANT NUMBER TF0B4315

Pandemic Emergency Financing Facility (PEF) Grant Agreement

(Additional Financing for Uzbekistan Emergency COVID-19 Response Project)

between

REPUBLIC OF UZBEKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT acting as an administrator of Pandemic Emergency Financing Facility

PEF GRANT NUMBER TF0B4315

PANDEMIC EMERGENCY FINANCING FACILITY GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF UZBEKISTAN ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as administrator of Pandemic Emergency Financing Facility for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the World Bank hereby agree as follows:

Article I Standard Conditions; Definitions

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

Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through MoH 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 World Bank agrees to extend to the Recipient a grant in an amount not to exceed four million eighty thousand five hundred seventy-nine United States Dollars (\$ 4,080,579) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to

it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Termination

4.01. The Effectiveness Deadline is the date thirty (30) days after the Signature Date.

Article V Recipient's Representative; Addresses

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

(a) the Recipient's address is:

Ministry of Finance Istiqlol Street 29 Tashkent 100017 Republic of Uzbekistan; and

(b) the Recipient's Electronic Address is:

Telex:	Facsimile:	E-mail
11 6360 IK BOL	(998-71) 239-1569	invest@mf.uz
	(998-71) 239-1259	

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

(a) the World Bank's address is:

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

(b) the World Bank's Electronic Address is:

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391 64145 (MCI) AGREED as of the Signature Date.

REPUBLIC OF UZBEKISTAN

By

Name:	Authorized Representative Timur Ishmetov	
Title:	Minister of Finance	
Date:	05-Dec-2020	

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as administrator of Pandemic Emergency Financing Facility

By

J.L.*

Authorized Representative

Marco Mantovanelli
Name:

Title: _____ Country Manager

19-Nov-2020

SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect, and respond to the threat posed by COVID-19 in the Republic of Uzbekistan.

The Project consists of the Part A and Part C (a) of the Original Project.

SCHEDULE 2

Project Execution

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

A. Institutional Arrangements.

- 1. The Recipient, through MoH, shall (i) carry out the Project in accordance with the POM and (ii) ensure that the POM is not amended, suspended, repealed or abrogated without the prior written approval of the Association. In the event of any conflict between the provisions of the POM and this Agreement, the provisions of this Agreement shall prevail.
- 2. The Recipient shall, at all times during the implementation of the Project, through MoH, maintain the MOH PIU for the purposes of day-to-day management, monitoring and supervision of their respective Parts of the Project, with a composition, staff, resources and terms of reference all satisfactory to the Association and as further described in the POM.

B. 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 World 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 World 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, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the World 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 World Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the World 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 World 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 World 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 establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the World Bank.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. **Project Reports**

The Recipient shall ensure that each Project Report is furnished to the World Bank not later than one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. <u>Withdrawal of Grant Proceeds</u>

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 100% of Eligible Expenditures consisting of goods and Incremental Operating Costs inclusive of Taxes.

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is January 31, 2021.

APPENDIX

Definitions

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
- 2. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 3. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated October 19, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 4. "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the World Bank.
- 5. "MOH" means the Recipient's Ministry of Health, or any successor thereto.
- 6. "MOH PIU" means the unit referred to in Section 1.A.4(a) of Schedule 2 to the Original Financing Agreement established pursuant to the Cabinet of Ministers Statement No. 952 dated November 23, 2018.

- 7. "Original Financing Agreement" means the Financing Agreement for the Uzbekistan Emergency COVID-19 Response Project between the Recipient and the Association, dated July 10, 2020 (Credit No. 6637-UZ).
- 8. "Original Project" means the Project described in the Original Financing Agreement.
- 9. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 10. "Project Operation Manual" or "POM" means the Project Operation Manual referred to in Section I.A.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Association.
- 11. "Signature Date" means the later of the two dates on which the Recipient and the World Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 12. "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.