

Public Disclosure Authorized

CONFORMED COPY

GRANT NUMBER TF090212-GZ

Trust Fund Grant Agreement

(Third Emergency Services Support Project)

between

**PALESTINE LIBERATION ORGANIZATION
(for the Benefit of the Palestinian Authority)**

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION
(as Administrator of the Trust Fund for Gaza and West Bank)**

Dated January 17, 2008

GRANT NUMBER TF090212-GZ

TRUST FUND GRANT AGREEMENT

AGREEMENT, dated January 17, 2008, between the PALESTINE LIBERATION ORGANIZATION (for the benefit of the Palestinian Authority) (the "Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the "World Bank"), acting as administrator of the Trust Fund for Gaza and West Bank, established on October 19, 1993, by Resolution No. 93-11 and IDA 93-7, as amended by Resolution No. 95-6 and IDA 95-3 and Resolution No. 96-11 and IDA 96-7, and as further amended by Resolution No. 99-3 and IDA 99-2 and Resolution No. 03-193 and IDA 03-208, of the Executive Directors of the International Bank for Reconstruction and Development and the International Development Association (the "Trust Fund").

WHEREAS (A) the Board of Governors of the International Bank for Reconstruction and Development and the International Development Association has resolved, on December 14, 2006, to, *inter alia*, replenish the Trust Fund in the amount of fifty million dollars (\$50,000,000), such amount to be transferred from the surplus of the International Bank for Reconstruction and Development and to be used for financing rehabilitation projects in parts of the Gaza Strip ("Gaza") and the West Bank (the "West Bank"), which are under the jurisdiction of the Palestinian Authority;

(B) the Palestine Liberation Organization and the Government of the State of Israel have entered, on September 28, 1995, into an agreement which, among other things, sets out certain interim self-government arrangements in Gaza and the West Bank (the "Interim Agreement");

(C) Section 5(b) of Article IX of the Interim Agreement authorizes the Palestine Liberation Organization to conduct negotiations and, in certain cases described thereunder, sign agreements with states and international organizations for the benefit of the Palestinian Authority; and

(D) the Palestinian Authority, on behalf of the Recipient, has requested the World Bank to assist in financing the project described in Schedule 1 to this Grant Agreement (the "Project").

WHEREAS the World Bank has agreed, on the basis, among other things, of the foregoing to extend the Grant to the Palestine Liberation Organization, for the benefit of the Palestinian Authority, upon the terms and conditions set forth in this Grant Agreement.

ARTICLE I - STANDARD CONDITIONS; DEFINITIONS

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 20, 2006 (“Standard Conditions”) including the modifications set out in Appendix II to this Agreement, constitute an integral 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 this Agreement.

ARTICLE II - THE PROJECT

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”), and shall cause the Palestinian Authority to carry out the Project, through the MOF, MOEHE, MOH and MOSA, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall cause the Palestinian Authority to carry out the Project, through the MOF, MOEHE, MOH and MOSA, in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE III - THE GRANT

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to ten million United States Dollars (\$10,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

ARTICLE IV - ADDITIONAL REMEDIES

- 4.01. The Additional Event of Suspension referred to in the re-lettered Section 4.02(g) of the Standard Conditions consists of the following, namely that IBRD or IDA has declared the Recipient ineligible to be awarded a contract financed by IBRD or IDA.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Palestinian Authority, as represented by the Minister of Finance of the Palestinian Authority.
- 5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

ARTICLE VI - RECIPIENT’S REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Finance of the Palestinian Authority
- 6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

H.E. Dr. Salam Fayyad
Prime Minister and Minister of Finance
Palestinian National Authority
Ramallah, West Bank and Gaza

Telephone:	Facsimile:
970-2-297 8846	970-2-297 8845

6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at the West Bank, as of the day and year first above written.

PALESTINE LIBERATION ORGANIZATION
(for the Benefit of the Palestinian Authority)

By /s/ Salam Fayyad

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
(as Administrator of the Trust Fund for Gaza and West Bank)

By /s/ David Craig

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to mitigate the deterioration of the delivery of education, health and social care services to the Palestinian population in the parts of the West Bank and Gaza under the jurisdiction of the Palestinian Authority.

The Project consists of the following parts:

Part A: Education Services

Support to MOEHE for the delivery of educational services, through:

1. the financing of recurrent expenditures of MOEHE and school directorates;
2. the financing of the cost of general examinations, including stationary, printing, and per diem expenses for examination monitors and reviewers; and
3. the supporting of higher education institutions, through payment of salaries of non-civil servant teaching staff.

Part B: Health Services

Support to MOH for the delivery of health services through:

1. the financing of recurrent non-medical expenditures of MOH and health facilities; and
2. the financing of contracted health services not available, through public facilities.

Part C: Social Welfare Services

Support to MOSA for the delivery of social care services, through the financing of recurrent expenditures of MOSA, and its shelters, rehabilitation and training centers.

Part D: Project Management and Monitoring

Support for Project management and monitoring, through:

1. the financing of Project management staff, operating costs and audits; and
2. the financing of short term consultancies to strengthen the capacity of the PCU, MOEHE, MOH and MOSA.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Palestinian Authority under a subsidiary agreement between the Recipient and the Palestinian Authority, under terms and conditions approved by the World Bank.
2. The Recipient shall cause the Palestinian Authority: (i) to perform in accordance with the provisions of the Subsidiary Agreement all of the obligations of the Palestinian Authority therein set forth; (ii) to take all action, including the provision of funds, facilities, services and other resources, necessary or appropriate for the carrying out of the Project; and (iii) not to take or permit to be taken any action which would prevent or interfere with the carrying out of the Project.
3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, arrogate or waive the Subsidiary Agreement of any of its provisions.

B. Project Implementation

1. The Recipient, through the Palestinian Authority, shall cause the MOF to maintain overall responsibility for the Project, including adequate compliance with the World Bank's fiduciary requirements. To assist in its performance of this function, the MOF shall maintain a PCU in a form and with functions, staffing and resources satisfactory to the World Bank (including a project coordinator and specialists in procurement, financial management, and accountants). The PCU shall have responsibility for day-to-day implementation and management of Parts C and D of the Project.
2. The MOEHE shall be responsible for day-to-day implementation and management of Part A of the Project and the MOH shall be responsible for day-to-day implementation and management of Part B of the Project. The Recipient, through the Palestinian Authority, shall ensure that the MOEHE and the MOH assign adequate staff, including financial management specialists, and resources for the implementation and management of their respective Parts of the Project, in a manner satisfactory to the World Bank.

3. The Recipient, through the Palestinian Authority, shall cause the MOEHE to keep detailed lists evidencing the names of university teaching staff, their date and period of appointment, ID number, bank account detail, position and monthly salary, and receipt of the salary from the university (copy of bank transfer to the respective personal account of each university teaching staff), under Part A.3 of the Project, in a manner satisfactory to the World Bank.
4. The Recipient, through the Palestinian Authority, shall (a) ensure that financing of the Operating Costs of MOEHE, MOH, MOSA and PCU shall be made against the items set forth in the Operating Budgets for these respective entities, as approved by the World Bank, and (ii) shall undertake any changes to said itemized Operating Budgets only after approval of the World Bank.
5. The Recipient, through the Palestinian Authority, shall ensure that the following transaction, control and clearance processes are followed for the purposes of financing Operating Costs and Other Services out of the Grant proceeds, as defined in Section IV.B.2 of this Schedule: (a) the MOEHE, MOH, MOSA and PCU, respectively, shall initiate all transactions based on the respective itemized Operating Budgets; (b) upon receipt of invoices for said transactions, the MOEHE and MOH (for their respective Operating Costs) and PCU (for MOSA and its own Operating Costs), shall carry out appropriate due diligence to determine: (i) eligibility of the expenditures; (ii) availability of sufficient resources; (iii) proper authorization and approval of all supporting documents; and (iv) compliance with the Recipient's applicable laws and regulations; and (c) the payments for Operating Costs shall be processed upon successful completion of the review described in sub-paragraph (b).

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting, and Evaluation

A. Project Reports

1. The Recipient shall cause the Palestinian Authority, through the MOF, to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators agreed with the World Bank. Each Project Report shall cover the period of each calendar quarter, and shall be furnished to the World Bank not later than forty five (45) days after the end of the period covered by such report.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall cause the Palestinian Authority, through the MOF, MOEHE and MOH, to maintain or cause to be maintained a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall cause the Palestinian Authority, through the MOF, to prepare and furnish to the World Bank not later than forty five (45) days after the end of each calendar quarter, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall cause the Palestinian Authority, through the MOF, to have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.
4. The Recipient shall cause the Palestinian Authority, through the MOF, to submit quarterly spot audits not later than (45) days after the end of each calendar quarter in a form and substance acceptable to the World Bank that confirm eligibility and delivery of items financed by the proceeds of the Grant.

Section III. Procurement**A. General**

1. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, with the provisions of this Section, and with the Procurement Plan.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Consultant Guidelines.

B. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<u>Procurement Method</u>
(a) Least Cost Selection According to paragraph 3.6 of the Consultants Guidelines
(b) Single- Source Selection According to paragraphs 3.9 to 3.13 of the Consultants Guidelines
(c) Individual Consultants According to Section V of the Consultants Guidelines
(d) Consultants' Qualifications Selection According to paragraph 3.7 of the Consultants' Guidelines

C. Procurement of Other Services

Other Services, as defined in Section IV.B.2(ii) of this Schedule, shall be procured following a competitive process, acceptable to the World Bank, based on a set of Requests of Proposals and Forms of Agreement approved by the World Bank.

D. Review by the World Bank of Procurement Decisions

Except as the World Bank shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the World Bank: (a) the first contract for Other Services; (b) each contract for consultants' services procured on the basis of Single Source Selection; (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; and (d) each contract for consultants' services provided by individual consultants estimated to cost the equivalent of \$25,000 or more. All other contracts shall be subject to Post Review by the World Bank.

Section IV. 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, (b) this Section, and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in US Dollars)	Percentage of Expenditures to be Financed
(1) Consultants’ Services and Other Services		100%
(a) under Part B of the Project	3,750,000	
(b) under Part D of the Project	220,000	
(2) Operating Costs		100%
(a) under Part A of the Project	2,000,000	
(b) under Part B of the Project	2,500,000	
(c) under Part C of the Project	500,000	
(d) under Part D of the Project	30,000	
(3) Salaries under Part A.3 of the Project	1,000,000	100%
TOTAL AMOUNT	<u>10,000,000</u>	

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 date of this Agreement.
2. For the purposes of the table in Part A of this Section:
 - (i) the term “Operating Costs” means the expenditures incurred by the MOEHE, MOH, MOSA and PCU in accordance with itemized Operating Budgets approved by the Bank and referenced in Section I.B.3 of Schedule 2 of this agreement, related to: (a) rent payments for offices and facilities; (b) water and electricity utilities; (c) transportation, including fuel, vehicle maintenance, licensing and insurance; (d) communication including telephones, fax and mail; (e) consumable and other perishable items; (f) maintenance of equipment and buildings; (g) heating fuel; (h) cleaning services; (i) advertisement costs solely related to procurement under the Project; (j) commercial bank charges; and (k) per diem and transportation allowances for MOEHE, MOH, MOSA and PCU staff for activities directly related to the project.
 - (ii) the term “Other Services” means specialized medical services contracted by the MOH from non-governmental organizations and private sector hospitals; and
 - (iii) the term “Salaries” means salaries of teaching staff of higher education institutions, excluding civil servant staff, paid in accordance with the list referenced in Section I.B.3 of Schedule 2 of this agreement.
3. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2009.

APPENDIX I**Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
4. “MOEHE” means the Ministry of Education and Higher Education of the Palestinian Authority or any successor thereto.
5. “MOF” means the Ministry of Finance of the Palestinian Authority or any successor thereto.
6. “MOH” means the Ministry of Health of the Palestinian Authority or any successor thereto.
7. “MOSA” means the Ministry of Social Affairs of the Palestinian Authority or any successor thereto.
8. “Operating Budget” means an operating budget for MOH, MOEHE, MOSA or PCU, respectively, specifying the Operating Costs for each said entity eligible for financing under the Project, as approved by the World Bank on November 13, 2007; and “Operating Budgets” refer to these budgets collectively.
9. “PCU” means the Project Coordination Unit of the Recipient, located within the MOF, and established under the trust fund credit agreement dated March 1, 2002, between the Recipient and the World Bank for the Emergency Support Services Project (TF050473).
10. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
11. “Procurement Plan” means the Project Implementing Entity’s procurement plan for the Project, dated November 7, 2007, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the

same shall be updated from time to time in accordance with the provisions of said paragraphs.

12. “Subsidiary Agreement” means the agreement referred to in Section I.A of Schedule 2 to this Grant Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Palestinian Authority.

APPENDIX-II**Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. Section 2.09 is amended to read as follows:

“Section 2.09. *Visits*. The Recipient shall, throughout the implementation of the Project and for a period of ten (10) years thereafter:

(a) enable representatives of the World Bank to visit any part of the West Bank and Gaza under the jurisdiction of the Palestinian Authority for purposes related to the Grant; and

(b) enable the World Bank’s representatives: (i) to visit any facilities and sites included in the Project; and (ii) to examine the goods financed out of the proceeds of the Grant, and any documents relevant to the performance of its obligations under the Grant Agreement.”

2. Sub-section (a) of Section 3.07 is amended to read as follows:

“Section 3.07. *Financing Taxes*.

(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the parts of West Bank and Gaza under the jurisdiction of the Palestinian Authority on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals.”

3. Sub-sections (a) and (g) of Section 4.02 are deleted, and consequently, Sub-sections (b) through (i) are re-lettered as Sub-sections (a) through (g).

4. Re-lettered Sub-section (c) of Section 4.02 is amended to read as follows:

“(c) *Cross Suspension*. IBRD or IDA has suspended in whole or in part the right of the Recipient or any agency thereof, or any entity in the West Bank and Gaza under the jurisdiction of the Palestinian Authority, to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Recipient, the Project Implementing Entity, or any agency thereof, or any entity in the West Bank and Gaza under the jurisdiction of the Palestinian Authority, to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.”

5. Re-lettered Sub-section (e) of Section 4.02 is amended to read as follows:

“(e) *Assignment of Obligations; Disposition of Assets.* The Recipient or the Project Implementing Entity has, without the consent of the World Bank: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Grant Agreement; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Grant; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the World Bank: (A) do not materially and adversely affect the ability of the Recipient (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Grant Agreement or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Project implementation entity.”

6. Re-lettered Sub-section (f) of Section 4.02 is amended to read as follows:

“(f) *Condition of Recipient.* If the Grant has been made to a Recipient which is not a member of IBRD:

- (i) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Project Implementation Entity.
- (ii) The Project Implementation Entity has ceased to exist in the same legal form as that prevailing as of the date of the Grant Agreement.
- (iii) In the opinion of the World Bank, the legal character, ownership or control of the Project Implementation Entity has changed from that prevailing as of the date of the Grant Agreement so as to materially and adversely affect the ability of the Recipient (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Grant Agreement, or to achieve the objectives of the Project.”

7. Sub-section (c) of Section 4.03 is amended to read as follows:

“(c) *Misprocurement; Fraud and Corruption.* The World Bank: (i) determines, with respect to any contract to be financed out of the proceeds of the Grant, that (A) the procurement of such contract is inconsistent with the procedures set forth or referred to in the Grant Agreement; or (B) corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or the Project Implementing Entity during the procurement or the execution of such contract, without the Recipient having taken timely and appropriate action satisfactory to the World Bank to remedy the situation; and (ii) establishes the amount of expenditures under such

contract which would otherwise have been eligible for financing out of the proceeds of the Grant.”

8. Sub-section (a) of Section 4.05 is amended to read as follows:

“(a) If the World Bank determines that an amount of the Grant has been used in a manner inconsistent with the provisions of the Grant Agreement or these Standard Conditions, the Recipient shall, upon notice by the World Bank to the Recipient, promptly refund such amount to the World Bank. Such inconsistent use shall include, without limitation, use of such amount to: (i) make a payment for an expenditure that is not an Eligible Expenditure; or (ii) finance a contract during the procurement or execution of which corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or the Project Implementing Entity, without the Recipient having taken timely and appropriate action satisfactory to the World Bank to remedy the situation.”

9. Sub-section (j) of Section 5.03 is amended to read as follows:

“(j) If, within thirty (30) days after counterparts of the award have been delivered to the parties, the award has not been complied with, any party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Grant Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of the award against the Recipient except as such procedure may be available otherwise than by reason of the provisions of this Section.”

10. Paragraph (17) of the Appendix is deleted and, consequently, paragraphs (18) through (26) are re-numbered as paragraphs (17) through (25).