## **ELP GRANT NUMBER TF0C4299**

# Early Learning Partnership Fund Grant Agreement

(Enhancing Women's Economic Opportunities in Jordan Operation)

between

HASHEMITE KINGDOM OF JORDAN

and

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as Administrator of the Early Learning Partnership Fund

#### **ELP GRANT NUMBER TF0C4299**

#### ELP GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between HASHEMITE KINGDOM OF JORDAN ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as Administrator of the Early Learning Partnership Fund.

WHEREAS (A) the Recipient has requested the Bank to extend a loan to assist in the financing of the Project in the amount of two hundred and twenty-one million United States Dollars (US\$221,000,000) (the "Loan"), under the terms and conditions of a loan agreement between the Recipient and the Bank dated the same date as this Agreement ("Loan Agreement"); and

(B) funding from the Early Learning Partnership Fund was received by the Bank for purposes of providing concessionality to the Loan on terms and conditions set forth in this Agreement.

NOW THEREFORE, 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 Program

2.01. The Recipient declares its commitment to the objectives of the operation described in Schedule 1 to this Agreement ("Operation"). To this end, the Recipient, through the Ministry of Planning and International Cooperation ("MOPIC"), shall carry out the Operation 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 five million United States Dollars (\$5,000,000) ("Grant") to assist in financing the Part II of the Operation (the "Project").
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. 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 fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

# Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
  - (a) the Recipient has adopted and disclosed the SEP, in accordance with the ESCP and in form and substance satisfactory to the Bank;
  - (b) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action; and
  - (c) the Loan Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety days (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later 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 responsible for planning and international cooperation.
- 5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Ministry of Planning and International Cooperation Post office Box 555 Amman, 11118 The Hashemite Kingdom of Jordan; and

(b) the Recipient's Electronic Address is:

Telex: E-mail:

+962-6-464 9341 <u>mop@mop.gov.jo</u>

5.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex: Facsimile: E-mail

248423 (MCI) or 1-202-477-6391 <u>jcarret@worldbank.org</u>

64145 (MCI)

AGREED as of the Signature Date.

# HASHEMITE KINGDOM OF JORDAN

By	
	Zeina Toukan
	Authorized Representative
Name:	Zeina Toukan
Title:	Minister of Planning & International Coopera
Date:	30-Apr-2024
INTERNATIONAL BANK F RECONSTRUCTION AND I acting as Administrator of t Fund By	
	Jean-Christophe Carret Authorized Representative
Name:	Jean-Christophe Carret
Title:	Country Director
Date:	30-Apr-2024

#### **SCHEDULE 1**

## **Operation Description**

The objective of the Operation is to address constraints that women face to enter and stay in the labor force related to workplace conditions, financial inclusion, transportation, and childcare.

The Operation consists of the following activities:

# I. The Program

The key Program *substantive* results sought to be achieved are the following:

# Part 1: Better and more adaptive workplace conditions for women

- A. Carry out a program of activities to ensure effective implementation of recent legal reforms that facilitate women's entry and re-entry into the private sector labor market, including flexible work arrangements, and development and adoption of simplified systems and guidelines for the inclusion of flexible work provisions in companies' bylaws.
- B. Carry out a program of activities to improve workplace conditions for women by, inter alia (a) supporting the adoption of guidelines on addressing sexual harassment complaints and capacity building through expanding reporting and referral systems, providing guidelines, Training and capacity building, and raising awareness in the workplace; and (b) supporting the development of a Gender Equality Seal award for excellence for private sector companies, including the development of relevant assessment criteria, award cycle, launch, Training of assessors on, inter alia, non-discrimination and diversity in hiring, training and promoting employees, pay equity, childcare support, and addressing sexual harassment.

#### Part 2: Women's financial inclusion and entrepreneurship

Carry out a program of activities to increase women's financial inclusion and support women to establish and grow their businesses by promoting expansion of the number of women's bank accounts, basic bank accounts, and e-wallets, increasing the number of loans to women; and increasing the number of Women-Owned Businesses ("WOB") by supporting the creation of new businesses, results measurement, and outreach.

## Part 3: Safe public transport

Carry out a program of activities for enhancing safety in public transportation through, inter alia, (i) the development and adoption of a national action plan, and (ii) the development, adoption, and implementation of modernized standards and guidelines for bus stops, including on walkability, lighting, water drainage, monitoring and visibility to improve women's safety and access.

## Part 4: Expanding access to quality childcare services.

- A. Carry out a program of activities for supporting the development of the National Childcare Policy, a national multisectoral, inclusive policy to guide the expansion of quality childcare provision.
- B. Carry out a program of activities for enhancing the quality of childcare service provision, including (i) adoption of the occupational standards for childcare workers by TVSDC and (ii) increasing the number of accredited caregivers in the childcare sector.
- C. Carry out a program of activities to support the expansion of childcare services, including (i) increasing the number of registered home-based childcare providers and licensed center-based childcare providers and (ii) increasing the number of Eligible Mothers using childcare subsidies to enroll their children in nurseries.

## II. The Project

The Project consists of the following:

## Part 1: Operation Management and Monitoring

- (a) Facilitating the PMU's implementation, administration, management, monitoring and evaluation, environment and social standards, maintenance of a Grievance Mechanism; and
- (b) Facilitating the Childcare Expansion Unit's implementation, administration, management, monitoring and evaluation, environment and social standards, maintenance of a Grievance Mechanism.

# Part 2. Support the expansion of quality childcare.

(a) Supporting the expansion of quality childcare services through a licensing, registration or accreditation support program, as the case may be, by providing (i) Establishment Grants to Eligible Nurseries; and (ii) related technical assistance and Training.

- (b) Provision of Childcare Subsidies to Established Nurseries for partially subsidizing the monthly cost of childcare services for Eligible Beneficiaries who enroll their children in Established Nurseries.
- (c) Supporting the development of an online childcare platform linked to the National Unified Registry (NUR), providing comparative metrics between childcare facilities, and facilitating the provision of Childcare Subsidies.

#### **SCHEDULE 2**

# **Operation Execution**

## Section I. Project Institutional and Implementation Arrangements

## A. Institutional Arrangements

- 1. The Recipient, through the MOPIC and the MOSD, as the case may be, shall carry out the Project with due diligence and efficiency in conformity with appropriate administrative, financial, technical, procurement, Environmental and Social Standards and practices, and in accordance with the Environmental and Social Commitment Plan ("ESCP") and the Operations Manual ("OM"), as applicable, and shall promptly provide the funds, facilities, services and other resources required for the Project.
- 2. The Recipient shall vest in MOPIC the overall responsibility for the coordination, monitoring, and evaluation of the Operation. To this end, the Recipient shall, through MOPIC, maintain at all times during implementation of the Operation, the Program Management Unit ("PMU"), including a coordination team lead and a technical officer, each with terms of reference, mandate, composition, and resources satisfactory to the Bank, to be responsible for: (i) the overall management, coordination, reporting, monitoring, and evaluation of Program implementation; (ii) hiring, and interfacing with independent verification agencies, as needed; (iii) carrying out assessments of ministries' and agencies' implementation of Program activities; (iv) carrying out the technical audits; and (v) facilitating financial audits for the Program, all in accordance with the provisions of this Agreement and the Operations Manual.
- 3. To this end, the Recipient, through the PMU, shall:
  - (a) recruit or assign, as the case may be, not later than three (3) months after the Effective Date, or such later date as agreed with the Bank, and retain at all times during Program implementation, a monitoring and evaluation officer, a procurement officer, and an environmental and social officer, each with terms of reference, qualifications and experience satisfactory to the Bank; and
  - (b) for the carrying out of Part 2 of the Project, maintain within MOSD throughout the Project Implementation, the Childcare Expansion Unit, and shall recruit no later than six (6) months after the Effective Date, or such later date as agreed with the Bank, a Project lead, a financial management officer, a grant officer, a technical officer and an information and communication technology officer, each with terms of reference, mandate, composition, and resources satisfactory to the Bank.

# B. Establishment Grants under Part 2(a) of the Project

- 1. For purposes of carrying out Part 2(a) of the Project, the Recipient, through the Childcare Expansion Unit:
  - (a) select Eligible Nurseries in accordance with the eligibility criteria as further determined in the Grants Manual;
  - (b) enter into a sub-grant agreement with Eligible Nurseries, for the provision of Establishment Grants to said Eligible Nurseries on terms and conditions approved by the Bank ("Sub-Grant Agreement"), including *inter alia*:
    - (i) Except for as provided under sub-section x. below, the Eligible Nursery shall not be required to repay the Establishment Grant to the Recipient;
    - the maximum amount of the Establishment Grant payable against the result milestones specified in the Sub-Grant Agreement including on, *inter alia*, registration, licensing and accreditation, the conditions of payments and the methodology for determining the amount of payments to be made during the payment period, as specified in the Annual Work Plan and Budget;
    - (iii) the Eligible Nursery shall undertake to: (aa) carry out its respective activities with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and practices, including in accordance with the provisions of the Anti-Corruption Guidelines; (bb) provide, promptly as needed the resources required for these purposes; and (cc) maintain adequate records;
    - (iv) the Eligible Nursery shall ensure that the goods and/or services to be financed out of the proceeds of the grant shall be used exclusively in carrying out the activities to be financed by the Establishment Grant;
    - (v) the Eligible Nursery shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Bank, the progress of its activities and the achievement of its objectives;
    - (vi) the Recipient shall have the right to visit by itself, or jointly with the Bank, if the Bank so requests, the goods, sites, and plants included in the activities, the operations thereof, and any relevant records and documents;
    - (vii) the Eligible Nursery shall maintain an appropriate financial management system and prepare simplified financial statements acceptable to the Bank, both in a manner adequate to reflect its

- operations, resources and expenditures and, upon request, shall make such statements available to the Recipient and the Bank;
- (viii) the Eligible Nursery shall prepare and furnish to the Recipient and the Bank, all such information as the Bank shall reasonably request, relating to the implementation of the activities, and the performance of its obligations under the Sub-Grant Agreement;
- the Recipient may suspend or terminate the right of the Eligible Nursery to use or administer the proceeds of the grant, or to obtain a refund of all or any part of the amount of the Establishment Grant then withdrawn, upon failure by the Eligible Nursery to perform its obligations under the Sub-Grant Agreement;
- (x) the Eligible Nursery shall promptly inform the Recipient and the Bank of any condition which interferes or threatens to interfere with the progress of its activities, or the performance by it of its obligations under the Sub-Grant Agreement; and
- (c) ensure that the Establishment Grant is paid only upon achievement and verification of specific result milestones agreed upon with each Eligible Nursery and reflected in the Sub-Grant Agreement.

# C. Childcare Subsidies under Part 2(b) of the Project

- 1. For purposes of carrying out Part 2(b) of the Project, the Recipient shall, through the Childcare Expansion Unit, pay Childcare Subsidies to Established Nurseries for the benefit of Eligible Beneficiaries, using procedures and a transfer and verification mechanism acceptable to the Bank and further detailed in the Grants Manual and the Childcare Subsidy Agreement with each Established Nursery.
- 2. The Recipient shall, through the Childcare Expansion Unit, enter into a Childcare Subsidy Agreement with each Established Nursery on terms and conditions approved by the Bank, which shall be consistent with the requirements of the ESCP, and which shall include the following:
  - (a) the Childcare Subsidy is paid to the Established Nursery on a grant basis;
  - (b) the Childcare Subsidy shall be paid for a period of maximum 12 months in the aggregate for each Eligible Beneficiary;
  - (c) The Established Nursery shall (1) keep records of Childcare Subsidy payments for Eligible Beneficiaries; (2) carry out its respective activities with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and practices, including in accordance with the provisions of the Anti-Corruption Guidelines; (3) provide, promptly as needed the resources required for these purposes; and (4) maintain adequate records to enable it to monitor and evaluate, in accordance with indicators acceptable to the Bank, the progress of its

activities and the achievement of its objectives; (5) promptly inform the Recipient of any condition which interferes or threatens to interfere with the payments to Eligible Beneficiaries and the achievement of the objective of the Project; (6) permit the Recipient and the Bank to inspect its operations, including the payments made and any relevant records and documents; and (7) prepare and furnish to the Recipient and the Bank, all such information as the Bank shall reasonably request, relating to the implementation of the activities, and the performance of its obligations under the Childcare Subsidy Agreement.

- (d) The Established Nursery shall exercise its rights under each Childcare Subsidy Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Loan.
- (e) Except as the Bank shall otherwise agree, the Established Nursery shall not assign, amend, abrogate, or waive any Childcare Subsidy Agreement or any of its provisions.
- 3. the Recipient may suspend or terminate the right of the Established Nursery to use or administer the proceeds of Childcare Subsidy, or obtain a refund of all or any part of the subsidy payment already made, upon failure by the Established Nursery to perform its obligations under the Childcare Subsidy Agreement.
- 4. The Recipient shall obtain the Bank's prior review and approval of the first three Childcare Subsidy Agreements signed under Part 2(b) of the Project.

## D. Operations Manual

- 1. The Recipient, through MOPIC, shall ensure that the Operation is carried out in accordance with the Operations Manual ("OM"), setting forth the rules, methods, guidelines, standard documents and procedures for the carrying out of the Operation, including the following:
  - (a) provisions regarding the application of the Anti-Corruption Guidelines ("ACGs") to the Program, including the Recipient obligation to ensure that of all the agencies involved in the implementation of the Program cooperate with Bank investigations for the Program;
  - (b) administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social standards, fraud and corruption mitigation measures for the Project, including compliance with the ESCP and ACGs; to be adopted not later than three (3) months after the Effective Date, or such later date as agreed by the Bank;

- (c) the Grants Manual, to be adopted at a later stage, containing detailed arrangements and procedures for implementation of Part 2 of the Project, including, *inter alia*:
  - i. the operating procedures governing Establishment Grants to Eligible Nurseries under Part 2(a) of the Project, and Childcare Subsidies to Eligible Beneficiaries under Part 2(b) of the Project including *inter alia*, selection criteria for Eligible Nurseries and Eligible Beneficiaries; guidelines for selection, approval, implementation, monitoring and evaluation; the terms and conditions for the Establishment Grants and Childcare Subsidies;
  - ii. monitoring, evaluation, reporting, and governance procedures for the Part 2 of the Project;
- (d) detailed arrangements for verification of achievement of the DLIs (including the Verification Protocol);
- (e) the template for the Annual Work Plan and Budget for the Project;
- (f) composition, roles and responsibilities of the PMU;
- (g) a Grievance Mechanism for the Operation;
- (h) personal data collection and processing in accordance with the applicable national guidelines acceptable to the Bank; and
- (i) such other arrangements and procedures as shall be required for the effective implementation of the Operation, in form and substance satisfactory to the Bank.
- 2. The OM may not be assigned, amended, abrogated, or waived, or permitted to be assigned, amended, abrogated, or waived, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project. The OM may only be amended in consultation with, and after approval of, the Bank.
- 3. In case of any conflict between the terms of the OM and those of this Agreement, the terms of this Agreement shall prevail.

## E. 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:
  - 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, including, 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 Bank.

#### F. Annual Work Plan and Budget

- 1. The Recipient shall, not later than December 15 in each calendar year during Project implementation, prepare and furnish to the Bank, a work plan of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Plan and Budget" or "AWPB").
- 2. The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter ensure that the Project is implemented in accordance with such annual work plan and budget as shall have been approved by the Bank.
- 3. The Recipient shall ensure that the Project is implemented in accordance with the AWPB, provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

# Section III. Project Monitoring, Reporting and Evaluation

- 1. The Recipient shall furnish to the Bank each Project Reports not later than forty-five (45) days after the end of each Fiscal Year, covering the Fiscal Year.
- 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 Part II of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

## Section IV. Withdrawal of Grant Proceeds

#### A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such additional instructions as the Bank shall specify from time to time by notice to the Recipient (including, in respect of the Eligible Expenditures Categories) of the table set out in paragraph 2 below, the "World Bank Disbursement Guidelines for Projects" dated February 2017, as revised from time to time by the Bank and as

made applicable to this Agreement pursuant to such instructions, in order to finance the Project's Eligible Expenditures as set forth in Category (1) and (2) of the table in paragraph 2 of this Part A.

2. The following table specifies each category of withdrawal of the proceeds of the Grant (including the Disbursement Linked Indicators as applicable) ("Category"), and the allocation of the amounts of the Grant to each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Establishment Grants, Childcare Subsidies under Part 2 of the Project	4,000,000	100%
(2) Works, goods, non- consulting services, and consulting services, Training and Operating Costs under the Project	1,000,000	100%
TOTAL AMOUNT	5,000,000	

## 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; or
  - (b) for payments under Category (1), unless and until the Recipient has prepared and adopted the Grants Manual, in form and substance satisfactory to the Bank.
- 2. The Closing Date is June 30, 2027.

# Section V. Other Undertakings for the Project

Without limitation to Section 2.01 of the Standard Conditions, the Recipient shall provide promptly as needed, the funds, facilities, services and other resources: (a) required for the provision of Childcare Subsidies under Part 2(b) the Project

throughout the Project implementation period; and (b) necessary or appropriate to enable the Recipient to perform its obligations under the Project.

#### **APPENDIX**

#### **Definitions**

- 1. "Annual Work Plan and Budget", "AWPB" or "Annual Work Plans and Budget" means any or all of the work plans prepared annually by the Recipient in accordance with the provisions of paragraph 5 of Section I.B of Schedule 2 to this Agreement, as further detailed in the Operations Manual and as approved by the Bank.
- 2. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 3. "CBJ" means the Central Bank of Jordan, the Recipient's central bank established and operating pursuant to Law of 1959, or its legal successor acceptable to the Bank.
- 4. "Childcare Expansion Unit" means the unit to be established [within MOSD] and tasked with the implementation of Part 2 of the Project, referred to in paragraph 1(c) of Section I.B of Schedule 2 to this Agreement.
- 5. "Childcare Subsidy" means a grant provided or proposed to be made by the Recipient to a Established Nursery for subsidizing childcare costs of Eligible Beneficiaries under Part 2(b) of the Project, and "Childcare Subsidies" means more than one Childcare Subsidy.
- 6. "Childcare Subsidy Agreement" means the agreement to be entered into between the Recipient and each Established Nursery for the provision of Childcare Subsidies, in accordance with the provisions of paragraph 3 of Section I.B of Schedule 2 to this Agreement and the Grants Manual.
- 7. "Disbursement Linked Indicator" or "DLI" means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to the Loan Agreement.
- 8. "Eligible Beneficiary" means low-income women with children who participate to and/or benefit from an Established Nursery, eligible to receive a Childcare Subsidy in accordance with the provisions of this agreement and the Grants Manual, and "Eligible Beneficiaries" means more than one Eligible Beneficiary.
- 9. "Eligible Mother" means low-income women with children benefitting from an Established Nursery and either (i) receiving benefits beyond the coverage of Childcare Subsidies, or (ii) not receiving Childcare Subsidies under the Project; and "Eligible Mothers" means more than one Eligible Mother.

- 10. "Eligible Nursery" means the nurseries in the territory of the Recipient eligible to receive Establishment Grants under Part 2(a) of the Project, and administer Childcare Subsidies under Part 2(b) of the Project, selected in accordance with the provisions of this agreement and the Grants Manual, and "Eligible Nurseries" means more than one Eligible Nursery.
- 11. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated March, 2024, 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) 12. "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"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 13. "Establishment Grant" means a grant provided or proposed to be made by the Recipient to an Eligible Nursery for the purpose of providing services, and "Establishment Grants" means more than one Establishment Grant.
- 14. "Fiscal Year" or "FY" means the period between July 1 and June 30 of a particular year.
- 15. "Established Nursery" means a registered home-based nursery or licensed office-based nursery in the territory of the Recipient, selected to enter into a Childcare Subsidy Agreement with the Recipient in accordance with the provisions of this agreement and the Grants Manual, and "Established Nurseries" means more than one Established Nursery".

- 16. "Grants Manual" means the manual setting forth detailed implementation arrangements for the provision of Establishment Grants to Eligible Nurseries and Childcare Subsidies to Established Nurseries under Part 3 of the Project, to be adopted as part of the Operations Manual in accordance with Section I.C of Schedule 2 to this Agreement.
- 17. "Grievance Mechanism" means the grievance mechanism established, publicized, maintained and operated by the Recipient to receive and facilitate the resolution of concerns and grievances in relation to the Project, in accordance with the ESCP.
- 18. "Interministerial Committee for Women Empowerment" or "IMC-W" means the committee established and operating pursuant to the Recipient's Prime Ministerial Circular no. 21/11/8/12551 of March 22, 2015, or its legal successor acceptable to the Bank.
- 19. "JEDCO" means the Jordan Enterprise Development Corporation, the Recipient's entity established and operating pursuant to Law 33 of 2008, or its successor thereof.
- 20. "JNCW" means the Jordanian National Commission for Women, the Recipient's specialized autonomous public institution established and operating under MOF pursuant to the Recipient's Cabinet of Ministers Decree no. 3382/11/21, 1992, or its legal successor acceptable to the Bank.
- 21. "Loan Agreement" means the agreement of same date as this Agreement between the Recipient and the Bank, providing a loan to the Recipient to assist in financing the Project, as such agreement may be amended from time to time. "Loan Agreement" includes all appendices, schedules and agreements supplemental to the Loan Agreement.
- 22. "LTRC" means the Recipient's Land Transport Regulatory Commission, regulating land transport services and their control and encouraging investment in land transport sector in compliance with the objectives of the economic and social development, established and operating under MOF pursuant to the Recipient's Land Transport Regulatory Commission Law No. 4, 2011 or its legal successor acceptable to the Bank.
- 23. "MOL" means the Recipient's Ministry of Labor, or its legal successor.
- 24. "MOPIC" means the Recipient's Ministry of Planning and International Cooperation, or any legal successor thereto.
- 25. "MOSD" means the Recipient's Ministry of Social Development, or any legal successor thereto.

- 26. "MOT" means the Recipient's Ministry of Transport, or any legal successor thereto.
- 27. "National Childcare Policy" means the national multisectoral, inclusive policy of the Recipient to guide the expansion of quality childcare provision, to be adopted for the purposes of the Program.
- 28. "National Unified Registry" or "NUR" means the Recipient's system integrator aiming to establish a back-end solution to connect multiple government databases by using national identification, established and operating pursuant to the Recipient's Decree No. 21/12/1/4780 dated 12/2/2020, or its legal successor acceptable to the Bank.
- 29. "NCFA" or "National Council for Family Affairs" means the Recipient's autonomous civil society organization with financial and administrative independence, supporting, coordinating, and facilitating the work of its partners and relevant institutions in the field of family affairs, as established and operating under the Recipient's Law No. 27 of 2001, or its legal successor acceptable to the Bank.
- 30. "Operation" means, collectively, all activities described under the Program and the Project of Schedule 1 to this Agreement.
- 31. "Operating Costs" means implementation and monitoring, including expenditures for vehicle operation and maintenance, office supplies and consumables, utilities, communication, translation and interpretation, bank charges, Project-related travel, including per diem and accommodation, but excluding salaries of the Recipient's civil servants, and other miscellaneous costs directly associated with the Project implementation.
- 32. "Operations Manual" means the manual to be prepared and adopted in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, as such manual may be amended from time to time with the written approval of the Bank.
- 33. "Program" means the program-for-results financing portion, or Part I of the Operation.
- 34. "Program Action Plan" means the Recipient's plan dated March 5, 2024, and referred to in the Loan Agreement, as may be amended from time to time with the agreement of the Bank.
- 35. "Program Management Unit" or "PMU" means the Reform Secretariat tasked with Program implementation and referred to in paragraph 1(a) of Section I.A of Schedule 2 to this Agreement.

- 36. "Project" means the investment project financing portion, or Part II of the Operation.
- 37. "Reform Secretariat" means a coordinating body situated in MOPIC, and established under Bylaw No. 105 (2020), tasked with implementing the Reform Matrix.
- 38. "SSC" means the Recipient's Social Security Corporation, established and operating pursuant to the Recipient's Social Security Law No. 1 of 2014, or its legal successor.
- 39. "TVSDC" means the Recipient's Technical and Vocational Skills Development Commission, established and operating pursuant to Law No. 9 of 2019, or its legal successor.
- 40. "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.
- 41. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Program-for-Results Financing Made by the Bank out of Trust Funds", dated December 14, 2019.
- 42. "Sub-Grant Agreement" means the agreement to be entered into between the Recipient and an Eligible Nursery for the provision of an Establishment Grant to said Eligible Nursery, in accordance with the provisions of paragraph 2 of Section I.B of Schedule 2 to this Agreement and the Grants Manual.
- 43. "Training" means the training of persons involved in Project-supported activities, based on the annual work plans including seminars, workshops, and study tours, and costs associated with such activity including travel and subsistence costs for training participants, per diems, costs associated with securing the services of trainers, rental of training facilities, trust fund preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.