

HEPRTF GRANT NUMBER B6041

*Health Emergency Preparedness and
Response Trust Fund (HEPRTF)*

Grant Agreement

(Additional Financing -COVID-19 Emergency Response Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

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

**acting as administrator of
the Health Emergency Preparedness and Response Trust Fund (HEPRTF)**

HEPRTF GRANT NUMBER B6041

**HEALTH EMERGENCY PREPAREDNESS AND RESPONSE TRUST FUND
(HEPRTF)**

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between THE HASHEMITE KINGDOM OF JORDAN (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), acting as administrator of the Health Emergency Preparedness and Response Trust Fund (“HEPRTF”) (the “Bank”). 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 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 the Ministry of Health (“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 Bank agrees to extend to the Recipient a grant in the following amounts, which in aggregate do not exceed One Million Two Hundred Fifty Thousand United States Dollars (USD 1,250,000) (“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 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 The Additional Condition of Effectiveness consists of the following:
- (a) the Recipient has updated, adopted and publicly re-disclosed the ESMF, in form and substance acceptable to the Bank;
 - (b) the Recipient has updated, adopted, and publicly re-disclosed Labor Management Procedures, in form and substance acceptable to the Bank; and
 - (c) the Recipient has conducted public consultations, updated and publicly re-disclosed Stakeholder Engagement Plan, in form and substance acceptable to the Bank.
- 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 (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 finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:
- (a) the Recipient's address is:

Ministry of Planning and International Cooperation
Post office Box 555

Amman, 11118
The Hashemite Kingdom of Jordan

Facsimile:

+962-6-464 9341

5.03. 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.

THE HASHEMITE KINGDOM OF JORDAN

By

Nasser Shraideh

Authorized Representative

Name: Nasser Shraideh

Title: Minister of Planning and International Cooper

Date: 13-Jul-2021

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

**acting as administrator of the Health Emergency
Preparedness and Response Trust Fund (HEPRTF)**

By

Saroj Kumar Jha

Authorized Representative

Name: Saroj Kumar Jha

Title: Country Director

Date: 12-Jul-2021

SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen the national health system for public health preparedness.

The Project constitutes a phase of the MPA Program, and consists of the following additional activities:

Part 1: Emergency COVID-19 Response

1.1 COVID-19 Vaccination Support

Support Jordan's health sector in the purchase of Project COVID-19 Vaccine, including, if applicable, the provision of assistance to support the Recipient's advance purchase mechanisms.

1.2 Deployment of COVID-19 Vaccines and Strengthening Vaccine Delivery System

- (a) Strengthen the Recipient's institutional framework to enable safe and effective Project COVID-19 Vaccine deployment including, but not limited to: (i) strengthening social mobilization and community engagement mechanisms, including through online surveys; (ii) strengthening digital development for the online registry and adverse effects following immunization (AEFI) monitoring; (iii) conducting gap assessments for expanded vaccine delivery.
- (b) Support investments to bring the immunization system and service delivery capacity to the level required to successfully deliver Project COVID-19 Vaccine, including *inter alia*, through acquisition of consumables and equipment for delivering Project COVID-19 Vaccines, including syringes, cold chain facilities, cold chain rooms and refrigerators, vehicles and logistics infrastructure; conduct assessment of vaccine management capacity and training of delivery workers.

1.3 Strengthening COVID-19 Clinical Management for Syrian Refugees

Strengthen COVID-19 case management capacity for Syrian refugees through providing medical equipment and supplies to MOH hospitals.

Part 2: Implementation Management and Monitoring and Evaluation

Provision of support for the ICPMU in managing and overseeing Project activities, including: (a) staffing and capacity building for implementation management and proper monitoring of Project Activities; (b) data collection, aggregation and periodic reporting of the Project implementation progress; (c) and overall Project Operating Costs, financial and technical audit costs and monitoring and compliance with the Environmental and Social Commitment Plan (“ESCP”).

Part 3: Contingent Emergency Response Component

Provision of immediate response to an Eligible Crisis or Health Emergency.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. International Coordination and Project Management Unit

- (a) The Borrower, through the MOH, shall implement the Project and to this end shall maintain, throughout Project implementation, an International Coordination and Project Management Unit (“ICPMU”) within the MOH in charge of overall coordination of the Project. The ICPMU shall be headed by a Director responsible for: (a) coordinating implementation and ensuring the overall technical coherence of the Project activities; and (b) coordinating all technical, operational, M&E, financial management, procurement and environmental and social safeguards aspects within the respective units and departments at the MOH, all in form and with terms of references, functions, composition, staffing, as well as adequate resources acceptable to the Bank, and as further described in the project operation manual (“Project Operation Manual” or “POM”).

- (b) As part of the staffing of the ICPMU, the Borrower, within *two (2) months of the Effective Date*, shall cause ICPMU to hire a social consultant; and shall maintain within ICPMU a (i) financial officer; (ii) procurement specialist, and (iii) environmental consultant; and shall maintain these positions in the ICPMU for the duration of the Project implementation.

- (c) The Borrower shall maintain within ICPMU focal points for (i) health communications and awareness; (ii) environmental health; and (iii) section of complaints directorates.

B. Manuals

Project Operational Manual (POM)

- 1. The Recipient shall, through MOH:
 - a. Not later than forty five (45) days after the Effective Date, shall amend the POM, in a manner satisfactory to the Bank, which shall contain a Gender-Based Violence Action Plan, and (ii) immediately thereafter, implement the Project in accordance with the POM;

- b. In the event that any provision of the POM shall conflict with this Agreement, the terms of this Agreement shall prevail.
- c. The Recipient shall ensure that the POM is not amended without the prior written agreement of the Bank.

C. Annual Work Plan and Budget; Technical Audit

- 1. The Recipient, through the ICPMU, shall prepare and furnish to the Bank, not later than January 31 of each year, starting January 1, 2022, an Annual Work Plan and Budget containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts, sources of financing and eligible costs.
- 2. The Recipient, through the ICPMU, shall afford the Bank a reasonable opportunity to exchange views with the ICPMU 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 may revise Annual Work Plans and Budgets as needed during Project implementation subject to the Bank's prior written approval.

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 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, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than 30 days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall:
 - (a) take all measures necessary on its part 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, 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) promptly notify the Bank 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 instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall maintain and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor(s).

B. Project Reports

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. 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 Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Project COVID-19 Vaccine including, if applicable, Participation Fees under Part 1.1 of the Project	0	

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Parts 1.2, 2 and 3 of the Project	0	
(3) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Part 1.3 of the Project	1,250,000	100%
TOTAL AMOUNT	1,250,000	

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, 2024.

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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 29, 2021 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.
5. “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 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.
6. “ICPMU” means the international coordination and Project management unit within the MOH, referred to in Section I.A.1 of Schedule 2 to this Agreement.
7. “Ministry of Public Health” means the Recipient’s ministry responsible for public health, and any successor thereto.

8. “Operating Costs” means reasonable incremental expenses incurred by the Recipient (including the ICPMU) and approved by the Bank attributable to the Project implementation, management and monitoring, and establishment of the project management unit and a grievance redress mechanism, including costs related to: office supplies and consumables, stationary and sundries, maintenance of office equipment, communication, advertising, office rentals, utility costs, operation and maintenance of office vehicles, per diem and travel costs for Project staff, reasonable bank charges, allowances and salaries of Project staff (excluding the salaries of Recipient’s civil servants).
9. “Original Loan Agreement” means the loan agreement for a COVID-19 Emergency Response Project between the Hashemite Kingdom of Jordan and the Bank, dated May 13, 2021 (Loan No. 9108-JO).
10. “Original Project” means the Project described in Schedule 1 to the Original Loan Agreement.
11. “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.
12. “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, August 2018 and November 2020.
13. “POM” means the project operations manual for the Project, to be adopted by the Recipient and satisfactory to the Bank, and referred to in Section I.B. of Schedule 2 to this Agreement, describing and setting forth procedures for implementation of the Project and institutional arrangements, consistent with the provisions of this Agreement and including, among other things, the fiduciary, technical and operational aspects and procedures for implementation of the Project, including the financial management procedures, procurement procedures, monitoring and evaluation arrangements, verification arrangements, other fiduciary and administrative arrangements, as the same may be amended from time to time by agreement with the Bank.
14. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of Jordan, and purchased or

deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.

15. “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.
16. “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.
17. “Training” means costs incurred by the Recipient on account of approved workshops, and training of Recipient personnel involved in implementation of the Project, including study tours, travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation, all on the basis of budgets acceptable to the Bank.
18. “Work Plan and Budget” means a work plan and budget referred to in Section 1.B.2 of Schedule 2 to this Agreement.