

GRANT NUMBER TF0B1168

***Jordan Inclusive Growth and Economic  
Opportunities Multi-Donor Trust Fund***  
**Grant Agreement**

**(Strengthening Reform Management in Jordan Project)**

**between**

**HASHEMITE KINGDOM OF JORDAN**

**and**

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

**acting as administrator of the Jordan Inclusive Growth and Economic  
Opportunities Multi-Donor Trust Fund**

**GRANT NUMBER TF0B1168**

**JORDAN INCLUSIVE GROWTH AND ECONOMIC OPPORTUNITIES MULTI-DONOR TRUST FUND**

**GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between HASHEMITE KINGDOM OF JORDAN (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Jordan Inclusive Growth and Economic Opportunities Multi-Donor Trust Fund. 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 Parts 1 and 2 of the Project through its Ministry of Planning and International Cooperation, and Part 3 through the General Procurement Department of the Ministry of Finance, 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 One Million Six Hundred Thousand United States Dollars (\$1,600,000) (“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**  
**Recipient's Representative; Addresses**

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for planning and international cooperation.
- 4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

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

Facsimile:

962-6-464 9341

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

International Bank for Reconstruction and Development/ 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.

**HASHEMITE KINGDOM OF JORDAN**

**By**

*Wissam A. Rabadi*

**Authorized Representative**

**Name:** Wissam A. Rabadi

**Title:** Minister of Planning and International Cooperation

**Date:** 07-Dec-2019

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

**acting as administrator of the Jordan Inclusive  
Growth and Economic Opportunities Multi-Donor  
Trust Fund**

**By**

*Saroj Kumar Jha*

**Authorized Representative**

**Name:** Saroj Kumar Jha

**Title:** Country Director

**Date:** 04-Dec-2019

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to strengthen coordination and delivery of policy reforms in Jordan with a focus on the Five-Year Reform Agenda

The Project consists of the following parts:

#### Part 1. Support to Reform Management

- A. Support to the Reform Secretariat: Establishment and operation of the Reform Secretariat to coordinate, advance and implement the reforms under the Five Year Reform Matrix and provision of necessary technical assistance for implementing the reforms, including IT support and capacity building.
- B. Reform Support Fund: Provision of technical assistance to support Recipient's ministries and government agencies involved in designing, implementing and monitoring the Five Year Reform Matrix.

#### Part 2. Strengthening of the PIM-PPP Framework and Function

Support development of the Recipient's PIM-PPP institutional, procedural and capability strengths through (a) establishment of the legal and institutional framework for PIM-PPP; (b) establishment of the Jordan National Registry of Investment Projects; (c) capacity building and technical assistance to the Central PIM unit established within MOPIC and the PPP Directorate established within the Office of the Prime Minister; (d) capacity building and training on financial commitment and contingent liability; and (e) preparation and operationalization of the Project Development Fund within the PPP Directorate.

#### Part 3. Strengthening of the Public Procurement Framework and Function

Support strengthening of Recipient's public procurement legal framework and infrastructure including Recipient's e-procurement system (JONEPS) through technical assistance comprising of (a) security audit and necessary re-engineering of JONEPS systems to address security requirements for software and hardware; and (b) systems enhancement and development of functionalities for the procurement cycle.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Institutional and Other Arrangements**

##### **A. Institutional Arrangements.**

1. No later than three (3) months after the Effective Date, the Recipient shall establish and thereafter maintain within MOPIC, throughout Project Implementation, Reform Secretariat, with composition, functions, resources and staffing satisfactory to the Bank, including, without limitation, a monitoring and evaluation specialist, specialist responsible for social safeguards and a stakeholder engagement matters, and an environmental specialist. The Reform Secretariat shall be responsible for overseeing the implementation of the Five Year Reform Matrix, coordination between Recipient's government entities and the donor community, reporting on the Five Year Reform Matrix implementation, and managing its communication strategy.
2. The Recipient shall maintain within MOPIC the Central PIM Unit, with composition, functions, resources and staffing satisfactory to the Bank, responsible for providing oversight of public investment projects, and overseeing development and management of the national registry of investment projects.
3. The Recipient shall cause GPD to (i) establish and thereafter maintain a JONEPS unit, with composition, functions, resources and staffing satisfactory to the Bank, to be responsible for implementation of Part 3 of the Project; and (ii) cause JONEPS unit to provide regular reporting on milestones and results framework indicators to MOPIC.

##### **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 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, 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.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. 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.

4. The Recipient shall maintain and publicize the availability of a grievance 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.

**C. POM**

The Recipient shall adopt, no later than three (3) months after the Effective Date, the POM, satisfactory to the Bank, and shall ensure that the Project is carried out in accordance with the POM, and shall ensure that the POM is not amended, suspended, abrogated or repealed and that no provision of the POM is waived without prior approval of 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 month after the end of each calendar semester, covering the calendar semester.

**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:



<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consulting services and Project Operating Costs under Parts 1 and 2 of the Project	1,200,000	100%
(2) Goods, non-consulting services, consulting services and Project Operating Costs under Part 3 of the Project	400,000	100%
<b>TOTAL AMOUNT</b>	1,600,000	

**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, except that withdrawals up to an aggregate amount not to exceed \$200,000 under Category 1 may be made for payments made prior to this date but on or after September 1, 2019, for Eligible Expenditures.
2. The Closing Date is December 31, 2022.

## APPENDIX

### Section I. 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. “Central PIM Unit” means an administrative unit established within MOPIC pursuant to Administrative Decision No. 1 (2016), responsible for assisting contracting authorities and providing oversight of public investment projects, or its legal successor.
4. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated September 18, 2019, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
5. “Environmental and Social Standards” 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 at <https://projects-beta.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>.

6. “Five Year Reform Matrix” means Recipient’s set of policy and structural reforms prioritized over a period of five years (2018-2022), approved by the Recipient’s Council of Ministers through Decision No. 3344 dated February 27, 2019.
7. “General Procurement Department” means an autonomous unit within the Recipient’s Ministry of Finance, or its legal successor, charged with obtaining supplies (moveable properties and services) for ministries, and government offices to achieve optimal investment of public fund and to control supplies.
8. “JONEPS” means Jordanian Online E-procurement system used for public procurement.
9. “Jordan National Registry of Investment Projects” means a web-based information system designed to support public investment management.
10. “MOPIC” means the Recipient’s Ministry of Planning and International Cooperation, or its legal successor.
11. “PIM-PPP” means Public Investment Management and Public Private Partnerships.
12. “PPP” means Public Private Partnerships.
13. “PPP Directorate” means a unit to be established within the Office of the Prime Minister pursuant to the PIM-PPP Governance Framework adopted by the Council of Ministers on August 21, 2019, responsible for procedural oversight, monitoring, evaluation, technical assistance and quality control of PPPs throughout the project development process, as well as operation and management of the Project Development Fund.
14. “Project Development Fund” means Fund a fund to be established under the Project within the PPP Directorate, through which the Recipient intends to fund and facilitate the preparation and oversight of the PPP projects.
15. “Project Operating Costs” means reasonable expenditures for office supplies, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and office equipment maintenance, IT costs, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project but excluding salaries of officials of the Recipient’s civil service.
16. “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.C. 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.

17. “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.
18. “Reform Secretariat” means a coordinating body established under Part 1.A of the Project tasked with implementing the Five Year Reform Matrix, as provided under Section I.A.1 of Schedule 2 to this Agreement.
19. “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.
20. “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.