

22-Aug-2021

Ms. Khuat Thu Hong
Director
INSTITUTE FOR SOCIAL DEVELOPMENT STUDIES
Villa 81-TT4, My Dinh – Song Da area, Nam Tu Liem District, Ha Noi, Viet Nam

Re: *JSDF* Grant No. TF0B6532
(Strengthening Preparedness and Response to COVID-19 at the
Grassroots Level in Vietnam Project)
Letter Agreement

Dear Ms. Hong:

In response to the request for financial assistance made on behalf of Institute for Social Development Studies (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“Bank”), acting as administrator of grant funds provided by Japan (“Donor”) under the Japan Social Development Fund (“JSDF”), proposes to extend to the Recipient for the benefit of Socialist Republic of Vietnam (“Member Country”), a grant in an amount not to exceed two million seven hundred fifty thousand United States Dollars (USD 2,750,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,

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

Rahul Kitchlu

By _____

Rahul Kitchlu

Acting Country Director for Vietnam

AGREED:

INSTITUTE FOR SOCIAL DEVELOPMENT STUDIES

By 
Authorized Representative

Name: Khuat Thu Hong

Title: Director

Date: 23-Aug-2021

Enclosures:

- (1) “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
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** 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 Section:

- (a) “Annual Work Plan” means each of the plans for the Project to be prepared or updated by the Recipient, acceptable to the Bank, on an annual basis as provided for in Section 2.03 (c) of this Agreement; as said plan may be modified from time to time with the prior written no-objection of the Bank.
- (b) “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.
- (c) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (d) “Central Project Management Unit” or “CPMU” means a unit to be established and maintained by Recipient; as referred to in Section 2.03 (a) to this Agreement, or any successor thereto.
- (e) “CDC” means the Centers for Disease Control and Prevention at each Project Province, or any successor thereto.
- (f) “CHS” means a commune health station established in the Project Provinces in the Member Country’s territory; or any successor thereto.
- (g) “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- (h) “DOH” means the Department of Health at each Project Province, or any successor thereto.
- (i) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 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.
- (j) “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.
- (k) “Incremental Operating Costs” means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred on account of Project implementation, management, monitoring and evaluation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, support for information systems, office (and office equipment) maintenance and repairs, expenditures for materials and supplies, utilities, document duplication/printing, interpretation and translation costs, consumables, and travel cost and per diem for Project staff for travel linked to the implementation of the Project, salaries of the Recipient’s personnel up to 5% of the Grant amount; but in all cases excluding consultants’ services, salaries, salary allowances, and salary supplements of the Member Country’s civil servants (“công chức”, “viên chức”), and salaries of personnel from sub-contracting agencies.
- (l) “MOH” means the Recipient’s Ministry of Health, or any successor thereto.
- (m) “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.
- (n) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
- (o) “Project Operations Manual” or “POM” means the manual to be adopted by the Recipient, for the implementation of the Project referred to in Section 2.03 (b) to this Agreement, which sets forth implementation, organizational, administrative, monitoring and evaluation, financial management, disbursement, procurement arrangements for the purposes of Project implementation, and personal data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation; as the same may be amended from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such Project Operations Manual.

- (p) “Project Provinces” means the provinces of Vinh Phuc, Khanh Hoa, and Long An in the Member Country’s territory, or any successor(s) thereto and any additional provinces as may be added with the prior approval of the Bank.
- (q) “Provincial Project Coordination Unit” or “PPCU” means a unit to be established and maintained by the Recipient at each Project Provinces; as referred to in Section 2.03 (a) to this Agreement, or any successor thereto.
- (r) “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.
- (s) “Technical Advisory Group” or “TAG” means a group to be established and maintained by the Recipient; as referred to in Section 2.03 (a) to this Agreement, or any successor thereto.
- (t) “Training and Workshops” means the reasonable costs of expenditure incurred by the Recipient based on annual work plans and terms of reference acceptable to the Bank, in facilitating and conducting domestic training and workshop activities of the Project, including costs of training or workshop materials and consumables; honoraria; interpretation and translation; equipment and venue rental; lunches; and per diem, accommodation, and transportation for those attending the training or workshop; but excluding salary and salary supplements of the Member Country’s civil servants (“công chức” and “viên chức”).

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to strengthen the capacities of communities, including the community leaders, health and other sectors and civil society organizations, and vulnerable populations in their preparedness and response to the COVID-19 pandemic, as well as for other health emergencies in the Project Provinces. The Project consists of the following parts:

Part 1. Building capacities at the grassroots level in Preparedness for, Response to, Recovery and Resilience from COVID-19 and other health emergencies

Provision of support to improve inter-sectorial coordination and capacity building of commune health facilities, including health staff for preparedness and response to COVID-19 and other health emergencies.

1.1. Improving Inter-Sectorial Coordination Capacity through: (i) assessment of the existing inter-sectorial collaboration in the containment and control of COVID-19; (ii) development of an inter-sectorial collaboration plan for COVID-19 and other health emergencies preparedness and responses at the commune level, including conducting awareness raising workshops and training for relevant stakeholders; (iii) provision of trainings on operating and monitoring community and home quarantine and isolation; and (iv) development and practicing of simulation exercises of COVID-19 mimics scenarios at the commune level.

1.2. *Strengthening Commune Health Station's Capacities in Preparing and Responding to COVID-19 and Other Epidemics* through: (i) assessment of the capacity for infection prevention and control, including evaluating the capacity of commune health stations to provide essential services during a pandemic; (ii) development of guidelines and training for health care workers on infections prevention and control at the commune health station facilities; (iii) upgrading the commune health stations to establish triage arrangements and separate consultations rooms for suspected infectious disease patients; (iv) development of a manual for planning continuity of essential health services during pandemics and other health emergency events and provision of training on the said manual; (v) provision of training for grassroots health care workers on early COVID-19 detection, reporting, epidemiological investigations, contact tracing and patients referrals, all based on the relevant national guidelines.

Part 2. Raising awareness and knowledge towards changing attitudes and behavior of the community through risk communication

Provision of support for outreach communication activities focusing on awareness, knowledge, and attitudes for behavioral changes of citizen and community on health emergency preparedness and response against COVID-19 and other pandemics.

2.1. *Improving Risk Communication Capacity for Front-line Workers* through: (i) assessment of COVID-19 risk communication capacity of local authorities, relevant stakeholders, and community volunteers; (ii) development of COVID-19 related communication materials; and (iii) provision of trainings on COVID-19 risk communication skills for front-line workers in selected communes in the Project Provinces

2.2. *Implementing Communication Activities and Initiatives in the Community* through: (i) assessment of potential communication strategies and channels; (ii) carrying out communication outreach activities at community level including, among others: drawing contests for primary and secondary school children and online art-based contests for adults; and (iii) provision of communication equipment.

Part 3. Developing and Piloting Models to Support the Most Vulnerable Groups in the Preparedness and Response to COVID-19

Facilitating development and piloting of models to support vulnerable individuals and groups in Project Provinces through: (i) assessment of the potential to develop and/or adapt the models in the localities; (ii) establishment of community volunteer networks; (iii) capacity building for network volunteers, including, *inter alia*, delivery of trainings on COVID-19 signs and symptoms, prevention measures, psychological support, gender equality, domestic violence awareness and prevention; and (iv) provision of outreach support and community-driven initiatives for the most affected and vulnerable individuals and groups in the communities.

Part 4. Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination

4.1. *Project Management and Administration*: Provision of technical and operational assistance for the overall implementation, supervision and coordination of the Project

including, *inter alia*, planning and execution, financial management, procurement, environmental and social impact management, monitoring and evaluation, and audit.

4.2. *Participatory Monitoring and Evaluation*: Provision of technical and operational assistance for monitoring and evaluation through participatory methods, including, development of an annual participatory work plan, and conducting baseline, mid-term and end-line surveys.

4.3. *Knowledge Sharing and Dissemination*: Facilitating knowledge sharing and dissemination through establishment of an open, online knowledge sharing and dissemination hub; and carrying out a mid-term lesson learned sharing workshop and dissemination workshop.

2.02. ***Project Execution Generally***. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient, through Project Provinces, shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements***.

(a) Institutional Arrangements. The Recipient shall, by not later than six (6) months after the Effective Date, establish, and thereafter maintain, throughout the period of implementation of the Project:

- (1) a CPMU with composition, powers, functions, staffing, facilities and other resources acceptable to the Bank, responsible for the overall Project implementation including: (i) environmental and social impact management, (ii) financial management, (iii) procurement, (iv) coordination with PPCUs for the implementation of the Project activities in the Project Provinces, and (v) overall Project monitoring, reporting, and evaluation;
- (2) a Technical Advisory Group consisting of representatives of MOH, CDC, and DOH of each Project Province, responsible for providing technical advice and guidance during Project implementation; and
- (3) a PPCU at each Project Province with composition, powers, functions, staffing, facilities and other resources acceptable to the Bank responsible for: (i) coordination with relevant provincial government agencies and community groups for Project implementation at commune level, (ii) supervision of voluntary networks of vulnerable groups in each Project Province; and (iii) monitoring and reporting on the Project activities at commune level.

(b) Project Operations Manual: Throughout the implementation of the Project, the Recipient, shall carry out the Project in accordance with the Project Operations Manual in a timely and efficient manner satisfactory to the Bank. The Recipient, through Project Provinces, shall not amend, suspend, or waive said Project Operations Manual or any provision or schedule thereof, without the prior written agreement of the Bank. In the event of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

- (c) Annual Work Plans: The Recipient shall: (i) prepare and furnish to the Bank by October 30 in each year during the implementation of the Project, a draft Annual Work Plan for review and comment, summarizing the implementation progress of the Project for the said year and the Project activities to be undertaken in the following calendar year, including the proposed annual budget for the Project; (ii) taking into account the Bank's comments, finalize and furnish to the Bank no later than November 30 in each year, during the implementation of the Project, the Annual Work Plan, satisfactory to the Bank; and (iii) thereafter ensure the implementation of the Project during the following calendar year in accordance with the Annual Work Plan agreed with the Bank and in a manner satisfactory to the Bank. The Recipient, shall not amend, suspend, abrogate, or waive said Annual Work Plans or any provision thereof without the prior written agreement of the Bank.

2.04. **Environmental and Social Standards.**

- (a) 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.
- (b) Without limitation upon paragraph (a) 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:
- (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) 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
 - (iv) 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.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient, shall ensure that:
- (i) 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: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) 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 in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- (a) 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.

2.05. ***Project Monitoring, Reporting and Evaluation.***

- (a) The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.
- (b) 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.
- (c) The Recipient shall carry out, not later than twenty-four (24) months after the date of this Agreement, or such other period as may be agreed by the Bank, a midterm review to assess the status of Project implementation, as measures against the performance indicators set forth in the Project Operations Manual. Such review shall include an assessment of: (i) the progress in implementation; (ii) the results of monitoring and evaluation activities; (iii) the progress on procurement and disbursement; (iv) compliance with safeguard requirements; (v) adequacy of implementation arrangements; and (vi) the need to make any adjustments to the Project to improve performance.

Article III

Withdrawal of Grant Proceeds

3.01. ***Eligible Expenditures.*** 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) Consulting services	547,610	100%
(2) Training and Workshops	1,430,788	100%
(3) Goods	249,400	100%
(4) Works	135,000	100%
5) Incremental Operating Costs	387,202	100%
TOTAL AMOUNT	2,750,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. **Withdrawal Period.** The Closing Date is December 31, 2024.

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 POM has been duly adopted by the Recipient in form and substance satisfactory to the Bank.

4.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.03. **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. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Director.

5.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's Address is:

Villa 81-TT4, My Dinh-Song Da area, Nam Tu Liem District
Ha Noi, Viet Nam; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
+84 (024) 37820059	hongkhuat@isds.org.vn ; hongisds@gmail.com

5.03. **Bank's Address.** 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