

**LOAN NUMBER 92860 JO  
GCFF TF NUMBER B6165**

# **Loan Agreement**

**(Additional Financing -COVID-19 Emergency Response Project)**

**between**

**THE HASHEMITE KINGDOM OF JORDAN**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**LOAN NUMBER 92860 JO  
GCFE TF NUMBER B6165**

**LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date, between THE HASHEMITE KINGDOM OF JORDAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”).

WHEREAS, (A) following an international effort to provide development support to countries most affected by refugees in the Middle East region; and having satisfied itself as to the feasibility and priority of the Project aimed at expanding COVID-19 vaccination among Jordanians and non-Jordanians, including Syrian refugees, as further described in Schedule 1 to this Agreement, the Borrower has requested the Bank to extend a loan to assist in the financing of the Program;

(B) funding from the Global Concessional Financing Facility was received by the Bank for purposes of providing concessionality under this Agreement; and

(C) under the terms of a Financial Procedures Arrangement with the Trustee of the Global Concessional Financing Facility dated August 10, 2016, the Bank has agreed to provide additional funds to the Borrower (the Concessional Portion of the Loan, as hereinafter defined) as part of an integrated lending operation under the terms of this Agreement.

NOW THEREFORE, the Borrower and the Bank hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — LOAN**

- 2.01. The Bank agrees to extend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, a Loan in the amount of sixty two million five hundred thousand United States Dollars (USD 62,500,000) to assist in financing

the project described in Schedule 1 to this Agreement (“Project”), consisting of the following:

- (a) a non-concessional portion of the Loan in an amount of fifty million United States Dollars (USD 50,000,000) as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement (“Non-Concessional Portion of the Loan”); and
  - (b) a concessional portion of the Loan in an amount twelve million five hundred thousand United States Dollars (USD 12,500,000) (“Concessional Portion of the Loan”).
- 2.02 The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03 The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Non-Concessional Portion of the Loan amount.
- 2.04 (a) The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Balance of the Non-Concessional Portion of the Loan, provided that the Commitment Charge for the period beginning on the date of accrual of the Commitment Charge and ending on December 16, 2022 shall be zero percent (0%).
- (b) The Commitment Charge shall not be applied to the Concessional Portion of the Loan.
- 2.05. (a) The interest payable by the Borrower on the Non-Concessional Portion of the Loan for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread.
- (b) The Concessional Portion of the Loan shall be made available on a non-reimbursable basis.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Non-Concessional Portion Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower shall carry out the Project through the Ministry of Health (“MOH”) in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

#### **ARTICLE IV — REMEDIES OF THE BANK**

- 4.01. The Additional Event of Suspension is that the Borrower’s refugee protection framework is no longer adequate, in the opinion of the Bank.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01 The Additional Condition of Effectiveness consists of the following:
- (a) the Borrower has updated, adopted and publicly re-disclosed the ESMF, in form and substance acceptable to the Bank;
  - (b) the Borrower has updated, adopted, and publicly re-disclosed Labor Management Procedures, in form and substance acceptable to the Bank; and
  - (c) the Borrower has conducted public consultations, updated and publicly re-disclosed Stakeholder Engagement Plan, in form and substance acceptable to the Bank.
- 5.02 The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

#### **ARTICLE V— REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower’s Representative is its Minister responsible for planning and international cooperation.
- 6.02. The Borrower’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

6.03. The Bank's Address is:

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

Telex: Facsimile:

248423(MCI) or 1-202-477-6391  
64145(MCI)

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 Cooperat

Date: 13-Jul-2021

INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT

By

*Saraj Kumar Mea*

\_\_\_\_\_  
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 Original Project and 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 Borrower's advance purchase mechanisms.

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

- (a) Strengthen the Borrower'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. Implementation 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 Borrower 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 Borrower shall ensure that the POM is not amended without the prior written agreement of the Bank.

***Vaccine Delivery and Distribution Manual***

- 2. Without limitation to paragraph 1 above, and prior to the distribution and delivery of the Project COVID-19 Vaccine under Part 1.2 of the Project, the Borrower, through the MOH, shall prepare and adopt a manual for the Project COVID-19 Vaccine delivery and distribution (“Vaccine Delivery and Distribution Manual”), in form and substance acceptable to the Bank, which shall include:
  - (a) rules for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
  - (b) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
  - (c) rules and procedures for processing and collection of Personal Data in accordance with national law on Personal Data; and
  - (d) vaccine distribution plan, including the action plan setting out timeline and steps for immunization.
- 3. Without limitation to the provisions in Section 3.01 of this Agreement, and paragraph 1 above the Borrower shall carry out the distribution and delivery of the Project COVID-19 Vaccine under Part 1.2 of the Project in accordance with the Vaccine Delivery and Distribution Manual in a manner acceptable to the Bank.
- 4. The Borrower shall not assign, amend, abrogate, or waive the provisions of the Vaccine Delivery and Distribution Manual without prior approval of the Bank. In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

**C. Standards for Project COVID-19 Vaccine Approval**

All Project COVID-19 Vaccine acquired under Part 1.1 of the Project shall satisfy the Vaccine Approval Criteria.

**D. Use of Military and Security Personnel**

The Borrower shall ensure that all activities carried out under the Project shall be under the control of MOH and shall be undertaken exclusively for the purposes related to the Project. All goods, works and services financed by the Loan proceeds shall be used under the direction and control of MOH and strictly in accordance with the POM.

**E. Annual Work Plan and Budget; Technical Audit**

1. The Borrower, 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 Borrower, 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 Borrower may revise Annual Work Plans and Budgets as needed during Project implementation subject to the Bank's prior written approval.
4. The Borrower, through the MOH, shall, *within 30 days of the Effective Date*, appoint a verification agency to carry out, under the terms satisfactory to the Bank, a technical audit of the Project implementation, including, *inter alia*, verification of goods and equipment procured, adherence to agreed procurement procedures, and distribution of goods and equipment to their intended locations. Each technical audit shall cover the period of six months. The Borrower shall furnish a report on said technical audit to the Bank, not later than thirty (30) days after the end of such period.

**F. Environmental and Social Standards**

1. The Borrower 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 Borrower shall ensure that the Project is implemented in accordance with the ESCP, in a manner acceptable to the Bank. To this end, the Borrower 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 Borrower 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 Borrower 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 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 Borrower 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 Borrower 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.

**G. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Borrower shall:
  - (a) prepare and furnish to the Bank for its review and approval, a Contingent Emergency Response Component Manual (CERCM) which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the any relevant safeguard instruments to the Contingent Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Contingent Emergency Response Part;
  - (b) afford the Bank a reasonable opportunity to review the proposed CERCM;
  - (c) promptly adopt the CERCM for the Contingent Emergency Response Part as accepted by the Bank;
  - (d) ensure that the Contingent Emergency Response Part is carried out in accordance with the CERCM; provided, however, that in the event of any inconsistency between the provisions of the CERCM and this Agreement, the provisions of this Agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERCM without the prior written approval by the Bank.
2. The Borrower shall ensure that no activities are undertaken under the Contingent Emergency Response Part, unless and until the following conditions have been met in respect of said activities:
  - (a) the Borrower has determined that an Eligible Crisis or Health Emergency has occurred, has furnished to the Bank a request to include said activities in the Contingent Emergency Response Part in order to respond to said crisis or emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and

- (b) the Borrower has ensured the disclosure of all Environmental and Social instruments/plans required for said activities in accordance with the ESCP, the Borrower has approved all such instruments, and the Borrower has ensured the implementation of any actions which are required to be taken under said instruments.
- 3. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in Part 3 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERCM.

**Section II. Project Monitoring Reporting and Evaluation**

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of a 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 Borrower shall ensure that such information, report or document does not include Personal Data.

**Section III. Withdrawal of Loan Proceeds**

**A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; 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 Non-Concessional Portion of the Loan Allocated (expressed in USD)</b>	<b>Amount of the Concessional Portion of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Project COVID-19 Vaccine including, if applicable, Participation Fees under Part 1.1 of the Project	48,176,000	12,074,000	100%, on a <i>pari passu</i> basis reflected in Section III.B.1(a) below
(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Parts 1.2 and 2 of the Project	1,699,000	426,000	100%, on a <i>pari passu</i> basis reflected in Section III.B.1(a) below
(3) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Part 1.3 of the Project	0	0	
(4) Emergency Expenditures	0	0	
(5) Front-end Fee	125,000	0	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
(7) Interest Rate Cap or Interest Rate Collar premium			Amount due pursuant to Section 4.05 (c) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>50,000,000</b>	<b>12,500,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) from the Loan Account unless each withdrawal is made on a *pari passu* basis and at a 79.96/20.04% ratio between the amount of the Non-Concessional Portion of the Loan allocated and the amount of the Concessional Portion of the Loan allocated.
  - (b) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$19,990,000 from the Non-Concessional Portion of the Loan and \$5,010,000 from the Concessional Portion of the Loan may prior to this date but on or after the date falling within twelve (12) months prior to the Signature Date for Eligible Expenditures under Category (1);
  - (c) for Emergency Expenditures under Category (4), unless and until the Bank is satisfied that all of the following conditions have been met in respect of said expenditures:
    - i. the Borrower has determined that an Eligible Crisis or Health Emergency has occurred, has furnished to the Bank a request to include said activities in the Contingent Emergency Response Part in order to respond to said crisis or emergency, and the Bank has agreed with such determination, accepted said request and notified the Borrower thereof;
    - ii. the Borrower has prepared and disclosed all environmental/social documents, (including ESCP) required for said activities, and the Borrower has ensured that any actions which are required to be taken under said documents have been implemented, all in accordance with the provisions of Sections I.H.(2)(b) of this Schedule;
    - iii. the entities in charge of coordinating and implementing the Contingent Emergency Response Part, has provided sufficient evidence satisfactory to the Bank that it has adequate staff and resources for the purposes of said activities; and
    - iv. the Borrower has adopted the CERCM, in form and substance acceptable to the Bank, and the provisions of the CERCM remain relevant or have been updated in accordance with the provisions of Section I.H of this Schedule so as to be appropriate for the inclusion and implementation of the activities under the Contingent Emergency Response Part.
2. The Closing Date is January 31, 2024.



**Section IV. Other Undertakings**

The Borrower shall, *within 90 days* of the Effective Date, successfully complete the technical assessment of the MOH platform for COVID-19 registration.

**SCHEDULE 3**

**Amortization Schedule**

The following table sets forth the Principal Payment Dates of the Non-Concessional Portion of the Loan and the percentage of the total principal amount of the Non-Concessional Portion of the Loan payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each April 15 and October 15  Beginning April 15, 2026 Through October 15, 2039	3.45%
On April 15, 2040	3.4%

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan and Budget” means the work plan and budget approved by the Bank and adopted by the Borrower in accordance with the provisions of Section I.C of Schedule 2 of this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Bank.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Contingent Emergency Response Component Manual” or the acronym “CERCM” means the plan referred to in Section I.I of Schedule 2 to this Agreement, to be adopted by the Borrower for the Contingent Emergency Response Part in accordance with the provisions of said Section.
5. "Contingent Emergency Response Part" means Part 3 of the Project.
6. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
7. “COVID-19 Vaccine” means a vaccine for prevention of COVID-19 that satisfies the Vaccine Approval Criteria.
8. “Eligible Crisis” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
9. “Emergency Expenditure” means any of the eligible expenditures set forth in the Contingency Emergency Response Component Manual in accordance with the provisions of Section I.I of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
10. “Environmental and Social Commitment Plan” or “ESCP” means the Borrower’s environmental and social commitment plan, acceptable to the Bank, dated April 29, 2021 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.
11. “Environmental and Social Management Framework or “ESMF” means the Borrower’s framework, acceptable to the Bank, prepared, adopted and disclosed by the MOH, describing, *inter alia*, the modalities to be followed in screening

Project activities, including the measures to be taken to offset, reduce, or mitigate adverse environmental and social impact, procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as the same may be amended from time to time with the prior written agreement of the Bank.

12. “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://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.
13. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, and April 1, 2021), with the modifications set forth in Section II of this Appendix.
14. “Global Concessional Financing Facility” and “GCFF” each means the financing facility established with a focus on providing concessional financing to middle income countries most affected by the presence of large numbers of refugees, with an initial focus on the Syrian refugee crisis as it impacts Jordan and Lebanon, and referred to in the *Preamble* to this Agreement.
15. “GRM” means the Grievance Redress Mechanism referred to in Section I.D.5 of Schedule 2 to this Agreement.
16. “Health Emergency” means an event that has caused, or is likely to imminently cause, a major adverse health impact to the Borrower, associated with a natural or man-made crisis or disaster.
17. “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.

18. “LMP” means the Borrower’s labor management procedures developed by the MOH to manage risks under the Project, setting forth the procedures for (i) responding to the specific health and safety issues posed by COVID-19, and (ii) protecting workers’ rights as set out in the national requirement as well as in the Bank’s Environmental and Social Standards - ESS2: Labor and Working Conditions.
19. “MOH” means the Borrower’s ministry of health, or its legal successor.
20. “MOPIC” means the Borrower’s ministry in charge of planning and international cooperation, or its legal successor.
21. “MPA Program” means the global emergency multiphase programmatic approach program designed to assist countries to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
22. “Operating Costs” means reasonable incremental expenses incurred by the Borrower (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 Borrower’s civil servants).
23. “Original Loan Agreement” means the loan agreement for a COVID-19 Emergency Response Project between the Borrower and the Bank, dated May 13, 2021 (Loan No. 9108-JO).
24. “Original Project” means the Project described in Schedule 1 to the Original Loan Agreement.
25. “Participation Fees” means access fees, speed premia, and any other eligible payment related to, or in connection with, the Borrower’ utilization of any advance payment mechanism to acquire the Project COVID-19 Vaccine under Part 1.1 of the Project, all as approved by the Bank as an Eligible Expenditure prior to its financing with Loan proceeds and set forth in the POM.
26. “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.

27. “POM” means the project operations manual for the Project, to be adopted by the Borrower 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.
28. “Procurement Plan” means the Borrower’s procurement plan for the Project, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Bank.
29. “Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016, revised November 2017, August 2018 and November 2020.
30. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Borrower’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.
31. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
32. “Stringent Regulatory Authority” means a National Regulatory Authority (“NRA”) that is classified by WHO as a Stringent Regulatory Authority.
33. “Training” means costs incurred by the Borrower on account of approved workshops, and training of Borrower 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.

34. “Vaccine Approval Criteria” means that the Project COVID-19 vaccine: (a) has received regular or emergency licensure or authorization from at least one (1) of the Stringent Regulatory Authorities identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; or (b) has received the WHO Prequalification or WHO Emergency Use Listing; or (c) has met such other criteria as may be agreed in writing by the Borrower and the Bank.
35. “Vaccine Delivery and Distribution Manual” means the Borrower’s manual referred to in Section I.B(2) of Schedule 2 to this Agreement, as the same may be amended from time to time with the Bank’s prior written approval.
36. “WHO Fair Allocation Framework” means the WHO’s allocation framework as elaborated in its working paper on “Fair allocation mechanism for COVID-19 vaccines through the COVAX Facility” dated September 9, 2020, for prioritizing: (a) frontline workers in health and social care settings; (b) the elderly; and (c) and people who have underlying conditions that put them at a higher risk of death.
37. “WHO Prequalification” means a service provided by WHO to assess the quality, safety, and efficacy of medical products for priority diseases, and which are intended for United Nations and international procurement to developing countries.
38. “WHO” means the World Health Organization.

## **Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Wherever used throughout the General Conditions, the term “Loan Payment” is modified to read “Payment of the Non-Concessional Portion of the Loan”. Furthermore, wherever used in Sections 3.02 to 3.08; Section 3.10; Section 4.01; Section 4.02 to 4.05 (including the Title); and Section 9.05, the term “*the Loan*” is modified to read “*the Non-Concessional Portion of the Loan*”; the term “*Unwithdrawn Loan Balance*” is modified to read “*Unwithdrawn Balance of the Non-Concessional Portion of the Loan*”; and the term “*Withdrawn Loan Balance*” is modified to read “*Withdrawn Balance of the Non-Concessional Portion of the Loan*”.
2. In Section 2.07, *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*, the term “the Loan” in paragraph (a) and the term “the Loan” after “other charges on” in paragraph (c) of, is deleted and replaced with “the Non-Concessional Portion of the Loan”.

3. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
4. Section 3.01. (*Front-end Fee*) is modified to read as follows:  
“Section 3.01. *Front-end Fee; Commitment Charge*
  - (a) The Borrower shall pay the Bank a front-end fee on the Non-Concessional Portion of the Loan at the rate specified in the Loan Agreement (the “Front-end Fee”).
  - (b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Balance of the Non-Concessional Portion of the Loan at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”
5. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth above.
6. Wherever used in the following definitions of the terms “Conversion”; “Currency Conversion”; “Default Interest Period”; “Default Interest Rate”; “Default Variable Rate”; “Fixed Rate”; “Fixed Reference Rate”; “Fixed Spread”; “Interest Rate Cap”; “Interest Rate Conversion”; “Principal Payment Date”; “Reference Rate Reset Date”; “Screen Rate”; “Variable Rate”; “Variable Spread”; “Variable Spread Fixing Charge”; the term “the Loan” is modified to read “the Non-Concessional Portion of the Loan”; the term “Unwithdrawn Loan Balance” is modified to read “the Unwithdrawn Balance of the Non-Concessional Portion of the Loan”; and the term “Withdrawn Loan Balance” is modified to read “Withdrawn Balance of the Non-Concessional Portion of the Loan”.
7. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:  
“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”
8. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of “Front-end Fee” is modified by replacing the reference to Section 3.01 with Section 3.01 (a).
9. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term “Loan Payment” is modified to read as follows:



“68. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

10. A new paragraph 73 with the following definition of “Non-Concessional Portion of the Loan” is added to the Appendix, and the remaining paragraphs are renumbered accordingly:

“73. “Non-Concessional Portion of the Loan” means portion of the Loan provided to the Borrower on non-concessional terms in the Loan Agreement.”

11. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”.

12. In the renumbered paragraph 94 (originally paragraph 92) of the Appendix, the definition of “Unwithdrawn Loan Balance” is modified to read as follows:

“94. “Unwithdrawn Balance of the Non-Concessional Portion of the Loan” means the amount of the Non-Concessional Portion of the Loan remaining unwithdrawn from the Loan Account from time to time.”

13. In the renumbered paragraph 98 (originally paragraph 96) of the Appendix, the definition of “Withdrawn Loan Balance” is modified to read as follows:

“98. “Withdrawn Loan Balance” means the amounts of the: (i) Non-Concessional Portion of the Loan withdrawn from the Loan Account and outstanding from time to time; plus (ii) Concessional Portion of the Loan withdrawn from the Loan Account from time to time.”

14. A new paragraph 99 with the following definition of “Withdrawn Balance of the Non-Concessional Portion of the Loan” is added to the Appendix, and the remaining paragraphs are renumbered accordingly:

“99. “Withdrawn Balance of the Non-Concessional Portion of the Loan” means the amounts of the Non-Concessional Portion of the Loan withdrawn from the Loan Account and outstanding from time to time.”