# LOAN NUMBER 9330 - JO

# **Loan Agreement**

(Support to Private Sector Employment and Skills Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

#### **LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between the HASHEMITE KINGDOM OF JORDAN ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). 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) 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 General Conditions or in the Appendix to this Agreement.

#### ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred and twelve million Dollars (\$112,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing Part 1 and Part 2 (a) of the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April15 and October15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

# ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Parts 1 and 2 (a) of the Project through the Ministry of Labor (MOL) and Part 2 (b) through the Ministry of Planning and International Cooperation, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

# 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 Borrower has: (a) prepared and disclosed the Labor Management Plan (LMP) and Stakeholder Engagement Plan (SEP) under terms satisfactory to the Bank, and (b) entered into a Subsidiary Agreement with SSC in a manner satisfactory to the Bank.
- 4.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

# ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its Minister responsible for planning and international cooperation.
- 5.02. The Borrower's Address is:

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

Facsimile:

(b) the Borrower's Electronic Address is:

Facsimile:	[E-mail:]
+962-6-464 9341	

5.03.	For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:					
	International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America; and					
	(b) the Bank's Electro	nic Address is:				
	Facsimile:	[E-mail:]				
	1-202-477-6391					
AGRE	ED as of the Signature 1	Date.				
riore	ED us of the signature.		SHEMITE	KINGDOM OF JORDAN		
		Ву		Nasser Shraideli		
				Authorized Representative		
			Name: _	Nasser Shraideh		
			Title: _	Minister of Planning and International Cooperation,		
			Date: _	12-Jan-2022		
	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT					
		By		Saroy Eumar Ilia		
				Authorized Representative		
			Name: _	Saroj Kumar Jha		
			Title: _	Regional Director		
			Date: _	12-Jan-2022		

#### **SCHEDULE 1**

# **Project Description**

The objective of the Project is to increase private sector employment post COVID-19 with emphasis on youth and women.

The Project consists of the following parts:

# Part 1: Support to the National Employment Program

## 1. On the Job Training

Providing support to carry out on-the-job training activities for Eligible New Employees in Partnering Firms in the form of (a) financial support to Partnering Firms to finance on-the job-training of Eligible New Employees, and (b) payment of employment subsidies to Eligible New Employees to support part of their wages, social security contributions and transportation stipends.

# 2. <u>Classroom Training</u>

Providing support to carry out in classroom vocational/technical and on-the job training activities for Eligible New Employees in Partnering Firms in the form of (a) financial support to Partnering Firms to finance vocational/technical of Eligible New Employees, (b) financial support to Partnering Firms to finance on-the job-training of Eligible New Employees, and (c) payment of employment subsidies to Eligible New Employees to support part of their wages, social security contributions, transportation and limited training stipends.

# Part 2: Project Management, Monitoring, and Evaluation

Providing support for: (a) the implementation of Project activities by the Project Management Unit (PMU), including: (i) carrying out Project related financial management, supporting preparatory/follow-up procurement activities, monitoring, and evaluation (including third-party verification), reporting, environmental and social standards oversight and technical oversight; (ii) carrying out Project related technical assistance studies and required IT upgrades to and maintenance to Sajjil; (iii) implementing a communication strategy and campaign on the employment program, (iv) carrying out beneficiary surveys, and (vi) implementing grievance mechanisms, and (b) the carrying out of Project related procurement and payment activities.

#### **SCHEDULE 2**

# **Project Execution**

# Section I. <u>Implementation Arrangements</u>

# A. Institutional Arrangements.

# 1. MOL

Without limitation to the provisions of Article V of the General Conditions, the Borrower, through the MOL, shall have the overall responsibility for the implementation of the Project.

# 2. MOPIC

Without limitation to the provisions of Article V of the General Conditions, the Borrower, through MOPIC, shall be responsible for the procurement and payment activities for the implementation of the Project in consultation with MOL and the PMU, as further elaborated in the Project Operations Manual (POM).

# 3. <u>Social Security Corporation</u>

Without limitation to the provisions of Article V of the General Conditions, the Social Security Corporation (SSC) shall support the MOL in the implementation of the Project, as further elaborated in the POM.

#### 4. Project Management Unit

Without limitation to the provisions of Article V of the General Conditions, and except as the Bank shall otherwise agree, the Borrower shall establish by not later than one (1) month following the Effective Date and thereafter maintain at all times throughout the implementation of the Project, a PMU, within the MOL, with composition, resources, terms of reference and functions acceptable to the Bank. The PMU shall be responsible for the day-to-day implementation of the Project including disbursement, support to procurement, monitoring and evaluation, reporting, and ensuring compliance with environmental and social obligations and arrangements under the Project, as further elaborated in the POM.

# 5. <u>Technical Vocational and Skills Development Commission</u>

The Borrower shall maintain throughout the implementation of the Project, a Technical Vocational and Skills Development Commission (TVSDC) under terms, conditions and composition satisfactory to the Bank. The TVSDC shall be responsible for supporting the implementation of Part 1 of the Project in accordance with and as further elaborated in the POM.

# 6. National Employment Platform (Sajjil)

The Borrower shall not later than six (6) months following the Effective Date and before Part 2 (a) (ii) of the Project can be carried out, undertake an IT assessment of the national employment platform (Sajjil) established for the purposes of providing job-matching services to registered

jobseekers based on private sector posted job opportunities. For the purposes of the Project, Eligible New Employees and Partnering Firms will need to register in the Sajjil.

# **B. Subsidiary Agreement**

- 1. To facilitate the carrying out of the Project, the Borrower, through MOL, shall carry out a subsidiary agreement with the SSC ("Subsidiary Agreement"), under terms and conditions satisfactory to the Bank, which shall be consistent with the ACG and the requirements of the ESCP and shall include the following:
- (a) the Borrower shall provide, on a grant basis, financing on terms and conditions acceptable to the Bank, to cover part of the wages, social contributions and transport and limited training stipends to be financed under Part 1 of the Project in support of the employment of Eligible New Employees in Jordan and training to be provided by Partnering Firms, all in accordance with the specifications in the POM;
- (b) SSC shall carry out its activities in accordance with the requirements of the POM, ACG and Environmental and Social Standards, in a manner acceptable to the Bank; and
- (c) Except as the Bank shall otherwise agree, SSC or the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- 2. The Borrower, through MOL, shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

# C. Project Operations Manual

- 1. The Borrower, through MOL, shall not later than two (2) months after the Effective Date adopt and thereafter maintain a Project Operations Manual (POM), under terms satisfactory to the Bank, which shall include the rules, guidelines, standard documents and procedures for the carrying out of the Project, including *inter alia* the following:
- (a) a detailed description of the institutional and implementation arrangements of the Project;
- (b) the Project accounting, auditing, reporting, financial, and disbursement procedures; the environmental and social obligations and arrangements for the Project; the indicators to be used in the monitoring and evaluation of the Project and procedures for Project monitoring, supervision and evaluation, including the format and content of the Project Reports;
- (c) the verification protocols;
- (d) the requirements of the Anti-Corruption Guidelines; and
- (e) a detailed description of policies, eligibility and selection criteria, conditionalities and procedures for the Employment and Training Subsidies Grants under Part 1 of the Project.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project. The POM may only be amended in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

# D. Employment and Training Subsidies Grants

1. For purposes of carrying out Part 1 of the Project, the Borrower, through MOL, shall cause the SSC to pay on a grant basis: (a) part of the wages, social security contributions and transport and limited training stipends to Eligible New Employees (Employment Subsidies Grant), and (b) part of the training costs for on-the-job training and, if applicable, vocational/technical training, as the case may be, provided by Partnering Firms (Training Subsidies Grant) (together the Employment and Training Subsidies Grant), using, *inter alia*, selection processes, procedures, transfer of funds and verification mechanisms acceptable to the Bank and further detailed in the POM and the Employment and Training Subsidies Grant Agreement.

#### 2. The Borrower shall:

- (a) Cause SSC to pay the Employment Subsidy Grant to Eligible New Employees, against the employment level objectives achieved and verified, in accordance with the schedule of payments set forth in the Employment and Training Subsidies Grant Agreement and in accordance with the provisions and procedures set forth in the POM; and
- (b) Cause SSC to pay the Training Subsidies Grant to the Partnering Firms, against the employment level objectives achieved and verified, in accordance with the schedule of payments set forth in the Employment and Training Subsidies Grant Agreement and in accordance with the provisions and procedures set forth in the POM;
- 3. Prior to the SSC making a payment to Eligible New Employees under section 2.(a) above and to a Partnering Firm under section 2.(b) above, the Borrower shall through MOL enter into a grant agreement with each Partnering Firm under terms and conditions approved by the Bank, and detailed in the POM and which shall be consistent with the requirements of the ESCP and ACG (the Employment and Training Subsidies Grant Agreement) and which shall include, *inter alia*, the following:
- (a) Except for as provided under sub-section 1(j) below, the Partnering Firm shall not be required to repay Training Subsidy Grant, to the Borrower or SSC;
- (b) Except for as provided under sub-section 1(k) below, the Eligible New Employee shall not be required to repay Employment Subsidies Grant, to the Borrower or SSC;
- specific result milestones against which the relevant Employment and Training Subsidy Grant, is to be paid and means of verification of the achievement of said milestones;
- (d) the maximum amount of the Employment Subsidies Grant and Training Subsidy Grant, as applicable, payable against the result milestones specified in the Employment and Training Subsidy Grant Agreement, the conditions of payments and the methodology for determining the amount of payments to be made during the payment period;
- (e) the obligations of the Partnering Firm to: (i) carry out its respective activities with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and practices, including in accordance with the provisions of the ESCP and Anti-Corruption Guidelines; (ii) provide, promptly as needed the resources required for these

- purposes; and (iii) maintain adequate records, including on Employment Contracts with Eligible New Employees;
- (f) the Partnering Firm shall ensure that the services to be financed out of the proceeds of the grant shall be procured in accordance with the provisions of the procurement arrangements in the POM and used exclusively to carry out the activities to be financed under the Training Subsidies Grant;
- (g) the Partnering Firm shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Bank, the progress of its activities and the achievement of its objectives;
- (h) the Borrower shall have the right to inspect by itself, or jointly with the Bank, if the Bank so requests, the sites, and plants included in the activities, the operations thereof, and any relevant records and documents;
- (i) the Partnering Firm shall maintain an appropriate financial management system and prepare simplified financial statements acceptable to the Bank, both in a manner adequate to reflect its operations, resources and expenditures and, upon request, shall make such statements available to the Borrower and the Bank;
- (j) the Partnering Firm shall prepare and furnish to the Borrower and the Bank, all such information as the Bank shall reasonably request, relating to the implementation of the activities, and the performance of its obligations under the Employment and Training Subsidy Grant Agreement;
- (k) the MOL may suspend or terminate the right of the Partnering Firm to use or administer the proceeds of the Training Subsidies Grant, or to obtain a refund of all or any part of the amount of the Training Subsidies Grant, then withdrawn, upon failure by the Partnering Firm to perform its obligations under the Employment and Training Subsidy Grant Agreement;
- (l) The MOL may suspend or terminate the right of the Eligible New Employee to use the proceeds of Employment Subsidy Grant, or obtain a refund of all or any part of the grant already made, upon failure by the Eligible New Employee to perform its obligations under the Employment Contract with the Partnering Firm; and
- (m) the Partnering Firm shall promptly inform the MOL and the Bank of any condition which interferes or threatens to interfere with the progress of its activities, or the performance by it of its obligations under the Subsidy Grant Agreement.

# 4. The Borrower, through the MOL, shall:

- (a) carry out its obligations and exercise its rights under each Employment and Training Subsidy Grant Agreement, in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Employment and Training Subsidy Grant;
- (b) administer the Employment and Training Subsidy Grant in accordance with the POM, in form and substance satisfactory to the Bank, consisting of different schedules, setting forth rules, methods, guidelines, standard documents and procedures for the carrying out of Part 1 of the Project; and
- (c) not to assign, amend, abrogate or waive the Employment and Training Subsidy Grant Agreement or any provision thereof.
- 5. In cases of inconsistencies between the provisions of any Employment and Training Subsidy Grant Agreement, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

# E. Expenditure and Utilization Verification for the Project

By no later than three (3) months after the Effective Date, the Borrower shall engage, and thereafter maintain, throughout the period of Project implementation Verification Agent(s) with qualifications and experience and under terms of reference acceptable to the Bank, to supervise the implementation of the verification scheme for the purpose of verifying the achievement of the results agreed upon in the Payment Agreements and the Grant Agreements and furnish a report to the PMU on the results of said verification of such scope and detail as the Bank shall request.

## F. Environmental and Social Standards.

- 1. The Borrower shall and shall, through the PMU, cause Partnering Firms as the case may be to 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, and shall through the PMU cause the Partnering Firms to, 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 Borrower shall, and shall through the PMU cause the Partnering Firms as the case may be to, ensure that:
- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP, if applicable in accordance with the POM;
- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP, and if applicable in accordance with the POM: and
- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Borrower shall, and shall through the PMU cause the Partnering Firms as the case may be, to ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower 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.

# 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 each calendar quarter covering the calendar quarter.

# 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:

Category	Amount of the Loan	Percentage of Expenditures
	Allocated	to be financed
	(expressed in Dollars)	(inclusive of Taxes)
(1) Employment and Training	110,320,000	100%
Subsidies Grants for Part 1 of		
the Project		
(2)	1,400,000	100%
Goods, non-consulting		
services, and consulting		
services, and Project		
Operating Costs, Training		
under Part 2 (a) of the Project		
(3) Front-end Fee	280,000	Amount payable pursuant to
		Section 2.03 of this
		Agreement in accordance with
		Section 2.07 (b) of the General
		Conditions
(4) Interest Rate Cap or	0	Amount due pursuant to
Interest Rate Collar premium		Section 4.05 (c) of the General
		Conditions
TOTAL AMOUNT	112,000,000	

# B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for payments made under category (1) unless the Borrower shall obtain the Bank's prior review and approval of the first three (3) Employment and Training Grant Agreements made under Part 1 of the Project.
- 2. The Closing Date is December 31, 2023.

# **SCHEDULE 3**

# **Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

**Level Principal Repayments** 

Principal Payment Date	Installment Share
On each April 15 and October 15	
Beginning April 15, 2026 through April 15, 2040	3,33%
On October 15, 2040	3.43%

#### **APPENDIX**

## **Definitions**

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 6 of the Appendix to the General 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. "Eligible New Employees" means eligible individual jobseekers that are registered in Sajjil and will receive an Employment Subsidy Grant (as defined hereinafter) pursuant to the signature of an Employment Contract (as defined hereinafter) with a Partnering Firm (as defined hereinafter), all in accordance with the terms of POM (as defined hereinafter).
- 5. "Employment Contract' means a contractual labor agreement reached between a Partnering Firm (as defined hereinafter) and an Eligible New Employee under terms and conditions set forth in the labor laws of the Hashemite Kingdom of Jordan and in accordance with the terms of POM (as defined hereinafter).
- 6. "Employment Subsidies Grant" means a grant to be provided by SSC (as defined hereinafter) to an Eligible New Employee as further described in Section D of Schedule 2 to this Agreement and in the POM (as defined hereinafter).
- 7. "Employment and Training Subsidies Grant" means the combination of an Employment Subsidy Grant and a Training Subsidies Grant (as defined hereinafter), as further described in Section D of Schedule 2 to this Agreement and the POM (as defined hereinafter).
- 8. "Employment and Training Subsidies Grant Agreement" means the agreement entered into between SSC (as defined hereinafter) and a Partnering Firm (as defined hereinafter) as further described in Section D of Schedule 2 to this Agreement and the POM.
- 9. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated [*insert date of negotiations*], 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 Borrower 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.
- 10. "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.
- 11. "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, April 1, 2021 and January 1, 2022).
- 12. "Labor Management Procedures" or "LMP" means the document to be prepared by the Borrower, in form and substance satisfactory to the Bank, and in accordance with Environmental and Social Standard 2, setting out *inter alia* the overview of the labor use in the Project, an assessment of potential Project-related labor risks, the types of Project workers and their terms and conditions of employment, the age of employment, the details of the Project dedicated grievance mechanism to be provided to direct workers and contracted workers, and occupational health and safety requirements for Project workers; as the LMP may be revised from time to time, with prior written agreement of the Borrower, and such term includes any annexes or schedules to such LMP.
- 13. "Ministry of Labor" or "MOL" means the Borrower's ministry of labor or its successor thereof.
- 14. "MOPIC" means the Ministry of Planning and International Cooperation or its successor thereof.
- 15. "National Employment Program" means the Borrower's framework program aiming to incentivize the private sector to create new jobs for Jordanians, adopted by the Borrower's Cabinet of Ministers and transmitted to the Minister of Labor on August 15, 2021,
- 16. "Partnering Firms" means a private sector firm registered in Sajjil (as defined hereinafter) and whose proposal for grant funding was accepted and is receiving a Training Subsidies Grant (as defined hereinafter).
- 17. "Project Operating Costs" means reasonable incremental expenses incurred by the PMU and approved by the Bank attributable to the Project implementation, management and monitoring, and establishment of the project management unit and a grievance 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 and social charges of Borrower's civil servants).

- 18. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 19. "Project Management Unit" or "PMU" means the Project management unit within MOL, referred to in Section I.A.4 of Schedule 2 to this Agreement.
- 20. "Project Operations Manual" or "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.C 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.
- 21. "Sajjil" means the national employment, job matching, and skills profiling platform established in August 2021, developed and operationalized by the Ministry of Labor, and hosted on the Governmental Private Cloud at the Ministry of Digital Economy and Entrepreneurship.
- 22. "Social Security Corporation" or "SSC" means an autonomous government institution, established under the Temporary Law No. 30 (1978) and Law No. 19 (2001), with the mandate to protect and support the workforce socially and economically and referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 23. "Stakeholder Engagement Plan" or "SEP" means the document to be prepared by the Borrower, in form and substance satisfactory to the Bank, and in accordance with Environmental and Social Standard 10, setting out inter alia measures to ensure stakeholder engagement and participation throughout the carrying out of the Project; as the SEP may be revised from time to time, with prior written agreement of the Borrower, and such term includes any annexes or schedules to such SEP.
- 24. "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.
- 25. "Subsidiary Agreement" means the agreement between the Borrower, through MOL, and the SCC for the Project, as such agreement may be amended from time to time. "Subsidiary Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.
- 26. "Technical Vocational and Skills Development Commission" or "TVSDC" means an entity governed by the Vocational and Technical Skills Development Law of July 2019 that is mandated to set standards and foundations for the formation of sectoral skills councils and lead the development of vocational and technical education and training, referred to in Section I.A.5 of Schedule 2 to this Agreement.

- 27. "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.
- 28. "Training Subsidies Grant" means a grant made for purposes of providing a minimum of one month of training, including on-the-job, vocational, or technical, to new employees, as described in Section D of Schedule 2 to this Agreement and further detailed in the POM.
- 29. "Verification Agent" means an independent entity to be appointed by the Borrower to carry-out performance audits of the Project, as referred to in Section I.E (1) of Schedule II to this Agreement.