KP/FATA/Balochistan MDTF GRANT NUMBERS TF0B4840-PK and TF0B4841-PK

KP/FATA/Balochistan Multi-Donor Trust Fund Grant Agreement

(Third Additional Financing for the FATA Temporarily Displaced Persons Emergency Recovery Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of KP/FATA/Balochistan Multi-Donor Trust Fund

KP/FATA/Balochistan MDTF GRANT NUMBERS TF0B4840-PK and TF0B4841-PK

KP/FATA/BALOCHISTAN MULTI-DONOR TRUST FUND GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVLOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of the KP/FATA/Balochistan Multi-Donor Trust Fund for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Bank hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

Article II The Project

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall, under the overall coordination of MEA:
 - (a) carry out Components 1 and 2 of the Project through Ministry of Economic Affairs, in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement, with the assistance of:
 - (i) DOH for the delivery of the Child Wellness Services associated with the Child Wellness Grants; and
 - (ii) Payment Agents for the disbursement of Cash Grants and the Project Implementing Entity for the verification of eligibility and related technical aspects of the Cash Grants; and

(b) cause Component 3 of the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement, and the Project Agreement.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant from various sources in the following amounts, which in aggregate do not exceed twelve million United States Dollars (\$12,000,000) ("Grant"), to assist in financing the Project:
 - (a) an amount not to exceed one million three hundred thousand United States Dollars (\$1,300,000) (Portion A of the Grant); and
 - (b) an amount not to exceed ten million seven hundred thousand United States Dollars (\$10,700,000) (Portion B of the Grant).
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the above-mentioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
 - (a) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement;
 - (b) the Project Implementing Entity has failed to perform any obligation under the Project Agreement;
 - (c) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, voided, repealed or waived, whether in whole or in part, so as to materially and adversely affect the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement;

- (d) any of the Recipient, the Recipient's Province of Khyber Pakhtunkhwa or the Project Implementing Entity has failed to comply with the provision of the Implementation Agreement, or any such parties shall have amended, suspended, abrogated, voided or waived, whether in whole or in part, the said agreement so as to materially and adversely affect the ability of any such parties to perform any of their obligations under this Agreement, the Project Agreement or the Implementation Agreement;
- (e) as a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement;
- (f) at any time, the Bank determines that any representative of the Project Implementing Entity has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Grant, without the Project Implementing Entity having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (g) a representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation statement furnished by the Project Implementing Entity and intended to be relied upon by the Bank in making the Grant, was incorrect in any material respect; and
- (h) the Project Implementing Entity has, without the consent of the Bank: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Project Agreement; or (ii) sold, leased, transferred, assigned or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Grant; provided however that the provisions of this paragraph shall not apply with respect to transaction in the ordinary course of business which, in the opinion of the Bank: (A) do not materially and adversely affect the ability of the Project Implementing Entity to perform any of its obligations arising under or entered into pursuant to the Project Agreement or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial conditions or operations of the Project Implementing Entity.

Article V Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the following condition has been satisfied, namely, that the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity have been duly authorized by, and executed and

- delivered on behalf of, the Project Implementing Entity, and is legally binding upon the Project Implementing Entity in accordance with its terms.
- 5.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. When additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 5.03. 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 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend 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.
- 5.04. 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 VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Recipient's Ministry of Economic Affairs.
- 6.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

Ministry of Economic Affairs Government of Pakistan Islamabad Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

92-51-910-4016 <u>secretary@ead.gov.pk</u>

- 6.03. For purposes of Section 7.01 of the Standard 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 Electronic Address is:

Facsimile: E-mail:

AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF PAKISTAN

Ву		n.L.			
-		Authorized Representative			
	NI	Noor Ahmed			
		Connetoni			
	Title:	Secretary 25-Feb-2021			
	Date:				
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of KP/FATA/Balochistan Multi-Donor Trust Fund					
Ву		Juhah			
		Authorized Representative			
	Name: _	Najy Benhassine			
	Title:	Country Director, Pakistan			
	Date:	21-Feb-2021			

SCHEDULE 1

Project Description

The objectives of the Project are to support the early recovery of families affected by the militancy crisis, promote child health, and enhance citizen-centered service delivery in Selected Districts of Khyber Pakhtunkhwa.

The Project consists of the following parts:

Component 1: Early Recovery Package for Temporarily Displaced Persons

Provision of Early Recovery Grants and Livelihood Support Grants to Eligible TDPs.

Component 2: Promoting Child Health in Selected Areas of Khyber Pakhtunkhwa

Provision of:

- (a) Child Wellness Services in the Selected Districts of Khyber Pakhtunkhwa; and
- (b) Child Wellness Grants to Eligible Beneficiaries.

Component 3: Strengthening Program Management and Oversight

- 1. Provision of technical assistance to enhance TDPs Program management, transparency and accountability at the federal, Tribal District of Khyber Pakhtunkhwa and local levels through capacity building, beneficiary communication and engagement and monitoring, including, *inter alia*:
 - (a) management information systems development and hardware provision, surveys, and outreach and mobilization campaigns;
 - (b) training to, and capacity building of, DOH staff implementing Component 2 of the Project and other relevant Project staff; and
 - (c) the establishment, operation and management of the Citizen Facilitation Centers including its features for the delivery of Child Wellness Services, Livelihood Support Grants, Child Wellness Grants and the Project grievance mechanisms.

2. Establishment of approximately forty-three (43) Citizen Facilitation Centers in the Selected Districts of Khyber Pakhtunkhwa, to absorb and expand the services provided under the Citizen Facilitation Centers set up under Component 3.1(c), including the addition of Vital Registration Services; Civil Registration Management Services, and E-Sahulat payment services.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

- 1. The Recipient shall maintain, throughout the period of implementation of the Project:
 - (a) a Project Steering Committee, chaired by MEA's Secretary, with power, functions, resources and composition acceptable to the Bank, and to convene at least semi-annually to provide overall operational oversight and decision-making support for the TDPs Program and the Project; and
 - (b) a Review Committee, chaired by MEA's Joint Secretary, with power, functions, resources and composition acceptable to the Bank, and to convene at least quarterly to provide implementation support and coordination of the TDPs Program and the Project.

2. The Recipient shall:

- (a) maintain, within MEA, throughout the period of implementation of the Project, a Project Management Unit, responsible for the carrying out of the technical coordination and day-to-day implementation of the Project, which unit shall be provided with qualified and experienced staff, in sufficient numbers and under terms of reference satisfactory to the Bank, as well as the necessary resources, powers and functions to comply with the Project's fiduciary and safeguard requirements, in particular those related to the payment of Cash Grants; and
- (b) ensure that each CFC is adequately staffed with professional staff with the necessary experience and qualifications acceptable to the Bank, and operating under terms of reference agreed to between the Recipient and the Bank.

B. Project Operations Manual

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Project Operations Manual, such manual to include, *inter alia*:
 - (a) eligibility criteria, methodology and procedural standards for the selection of Eligible TDPs and Eligible Beneficiaries and for ensuring that all participation in the Cash Grants programs is undertaken voluntarily by Eligible TDPs and Eligible Beneficiaries;
 - (b) terms and conditions of the Cash Grants;
 - (c) allocation of functions, responsibilities and terms of reference for the management of the Project such as surveying and selection of beneficiaries, data-sharing protocols and management information systems, verifications of attendance of awareness sessions, financial management duties and disbursements, monitoring and evaluation systems, grievance redress mechanisms and help-lines, and payment reconciliation protocols;
 - (d) governance and accountability measures, including terms of reference for the Project's independent operational audits;
 - (e) Payment Agents operational and coordination mechanisms;
 - (f) financial management guidelines setting forth policies and procedures for the flow of funds, settlement of payments and payment reconciliations, accounting, maintenance of records, reporting, and internal control requirements for the Cash Grants;
 - (g) policies and procedures for data collection, public awareness and information campaigns, provision of training, and monitoring and evaluation of Project activities and their related impacts; and
 - (h) the organization structure at the federal and local level, including the terms of reference of the Project Steering Committee, the Review Committee and the Project Management Unit.
- 2. Without prejudice of the provisions of paragraph 3 of this sub-section D, the Recipient shall, by no later than one (1) month after the date of this Agreement, update the Project Operations Manual, in a manner and substance agreed with the

Bank, to provide for contingency transition mechanism in those cases in which the conversion of OSS to CFCs were to require a physical relocation of offices, services and staff.

- 3. The Recipient shall not amend (except as provided in paragraph 2 above), waive, suspend or abrogate any provision of the Project Operations Manual, whether in whole or in part, without the prior concurrence of the Bank.
- 4. In the event of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, of the Project Agreement, the provisions of this Agreement and the Project Agreement shall prevail.

C. Implementation Arrangements

- 1. The Recipient shall maintain the Implementation Agreement with the Planning and Development Department and the Project Implementing Entity under terms and conditions acceptable to the Bank, setting forth their respective powers, functions, duties and responsibilities in the implementation of the Project, including *inter alia*:
 - (a) the obligations of the Recipient's Province of Khyber Pakhtunkhwa to:
 - (i) provide, through DOH, Child Wellness Services to Eligible Beneficiaries, seconding sufficient and qualified health personnel, and ensuring the uninterrupted supply of medicines, vaccines and medical supplies at the Citizen Facilitation Centers as required to cover the services demand, as well as providing the associated Child Wellness Grants to Eligible Beneficiaries;
 - (ii) comply with the data sharing protocols, public disclosures and grievance redress mechanisms set forth in the Project Operations Manual;
 - (iii) secure a suitable location, acceptable to the Recipient, the Project Implementing Entity and the Bank, for the location and building by the Project Implementing Entity of the CFC and safety and security thereof;
 - (iv) comply with/implement, through DOH, the ESMP; and

- (v) enable and support the Project Implementing Entity in all Project activities carried out by it on the Recipient's Province of Khyber Pakhtunkhwa's behalf;
- (b) the obligations of the Project Implementing Entity to:
 - (i) carry out Component 3 of the Project acting on its behalf and as applicable on behalf of the Recipient; and
 - (ii) support the provision of Cash Grants with verification of the eligibility and implementation requirements thereof as set forth in the Project Operations Manual.
- 2. Without prejudice of the provisions of paragraph 1 of this sub-Section C, the Recipient shall, by not later than two (2) months after the date of this Agreement, amend the Implementation Agreement, in a manner and substance agreed with the Bank, to incorporate:
 - (a) the obligation of the Recipient's Province of Khyber Pakhtunkhwa to provide suitable facilities, acceptable to the Recipient, the Project Implementing Entity and the Bank, for the location/establishment and/or building by the Project Implementing Entity of Citizen Facilitation Centers in: (i) all Selected Districts of Khyber Pakhtunkhwa not previously covered by Citizen Facilitation Centers; and (ii) those districts/locations in which, in the opinion of the Project Implementing Entity, the extant OSS facilities are inappropriate for conversion into Citizen Facilitation Centers and/or housing the provision of Vital Registration Services, Civil Registration Management Services, E-Sahulat services and any other services made available at CFCs; and
 - (b) the obligation of the Project Implementing Entity to staff new Citizen Facilitation Centers with sufficient and qualified personnel, in adequate numbers, so as to ensure the uninterrupted provision of Vital Registration Services, Civil Registration Management Services, E-Sahulat services, and any other services made available at CFCs to fully satisfy the service demand.
- 3. The Recipient shall maintain the Agency Agreement with the Recipient's Province of Khyber Pakhtunkhwa and the Project Implementing Entity, and the Payment Agents, under terms and conditions satisfactory to the Bank, for purposes of defraying the Cash Grants to Eligible TDPs and Eligible Beneficiaries, as the case maybe, said Agency Agreement to include the Payment Agents' responsibility for:

- (i) biometric verification of Eligible TDPs and Eligible Beneficiaries; (ii) opening Level 0 Accounts; (iii) electronic trail payments; and (iv) establishing at least one payment counter in each of the CFCs, all as further elaborated in the POM. To this end, and without prejudice of the provision of paragraph 4 below. the Recipient shall, by not later than two (2) month after the date of this Agreement, amend the Agency Agreement to further expand the geographical scope of the services of the Payment Agents to all CFCs in all Selected Districts of Khyber Pakhtunkhwa.
- 4. The Recipient shall exercise its rights and carry out its obligations under the Implementation Agreement and the Agency Agreement in such manner as to protect the interest of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend (except as provided in paragraphs 2 and 3 above), abrogate or waive the Implementation Agreement or the Agency Agreement or any of their provisions. In the event of conflict between the provisions of the Implementation Agreement or the Agency Agreement and those of this Agreement, the provisions of this Agreement shall prevail.
- 5. Notwithstanding any other provision of this Agreement, the Project Agreement or the Project Operations Manual, the Recipient shall:
 - (a) ensure, and cause the Recipient's Province of Khyber Pakhtunkhwa and the Project Implementing Entity to ensure, that all participation by Eligible TDPs and Eligible Beneficiaries in the Cash Grants programs shall be voluntary and that no Eligible TDP shall be forcibly repatriated;
 - (b) provide the Bank with such information documenting voluntary participation by Eligible TDPs and Eligible Beneficiaries in the Cash Grants program as the Bank may from time to time request;
 - (c) ensure that no land acquisition resulting in or likely to result in Displaced Persons shall be required for or permitted under the Project; and
 - (d) remain at all times responsible for the safety of the participating Eligible TDPs and Eligible Beneficiaries.

D. Donors' and Bank's Royalty-Free, Non-Exclusive and Irrevocable Use of Recipient's Copyrighted Materials

Notwithstanding the Recipient's copyrights on any books, leaflets, plans, articles, publications and/or any other copyrightable materials developed in relation to, or under, the Project, the Recipient grants to the Donors and/or the Bank royalty-free,

non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and to authorize others to use, said copyrightable materials for governmental or institutional purposes, respectively.

E. Annual Work Plans

The Recipient Shall:

- (a) ensure the appropriation and availability of resources necessary for the financing of Component 1 of the Project, so as to ensure that all Eligible TDPs willing to participate in the Cash Grants programs shall be entitled to enroll and receive such financial support on equal (*pari pasu*) basis;
- (b) furnish to the Bank for approval as soon as available, but in any case not later than April 30 of each year, the annual work plan and budget for Components 1 and 2 of the Project, covering the activities proposed for the subsequent year of Project implementation; which plan and budget shall be of such scope and detail as the Bank shall have reasonably requested;
- (c) ensure that the agreed resources are duly allocated by Recipient, in a manner and substance satisfactory to the Bank, so as to guarantee the successful implementation of the annual work plans referred to in paragraph 1 of this Section; and
- (d) thereafter ensure that Components 1 and 2 of the Project are carried out in accordance with such plan and budget as agreed with the Bank.

F. Safeguards

- 1. The Recipient shall carry out and cause the DOH and the Project Implementing Entity to carry out, Component 2 of the Project in accordance with the provisions of the Environmental and Social Management Plan.
- 2. In the event of any conflict between the provisions of the ESMP and the provisions of this Agreement; the provisions of this Agreement shall prevail.
- 3. The Recipient shall maintain, and cause the Project Implementing Entity to maintain, and implement throughout the period of Project execution, an easily accessible grievance redress mechanism, satisfactory to the Bank, with reception counters in each CFC, in order to address any complaints filed by Eligible TDPs,

Eligible Beneficiaries, any applicants therefor; and/or any customer requesting or receiving Vital Registration Services, Civil Registration Management Services, E-Sahulat services, and other services made available at CFCs, regarding:

- (a) the eligibility criteria to access the Cash Grants, Child Wellness Services, Vital Registration Services, Civil Registration Management Services, E-Sahulat services, and/or other services made available at CFCs;
- (b) any data error in the processing of applications and/or eligibility verification;
- (c) any update of the applicants', Eligible TDPs', Eligible Beneficiaries' and/or customers' personal data and/or documentation;
- (d) the issuance/assignment of computerized national identity numbers and/or cards therefor:
- (e) the timely and proper payment of Cash Grants and/or the provision of timely and quality Child Wellness Services; and/or
- (f) the timely and proper rendering by the Project Implementing Entity of Vital Registration Services, Civil Registration Management Services, E-Sahulat services, and other services made available at CFCs.

G. Procurement Redress Mechanism

The Recipient shall, and shall cause the Project Implementing Entity to, maintain throughout the period of implementation of the Project, a system for the handling of procurement complaints, in a manner and substance acceptable to the Bank, which system shall include, *inter alia*, the maintenance of a complaint database, a standard protocol setting forth triggers for carrying out investigations, and a sanctions regime.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Documents; Records

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

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

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the (expresse	Percentage of Expenditures to be Financed (inclusive of Taxes)	
	Portion A of the Grant (TF0B4841-PK)	Portion B of the Grant (TF0B4840-PK)	
(1) Child Wellness Grants	1,300,000	10,700,000	100%
TOTAL AMOUNT	12,000,0		

B.

- Withdrawal Conditions; Withdrawal Period
 Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date. 1.
- The Closing Date is June 30, 2022. 2.

APPENDIX

Definitions

- 1. "Affected Tribal Districts of Khyber Pakhtunkhwa" means any of the districts of North Waziristan, South Waziristan, Orakzai, Kurram, and Khyber of Khyber Pakhtunkhwa.
- 2. "Agency Agreement" means the agreement dated April 1, 2016, entered into between the Recipient, the Recipient's Province of Khyber Pakhtunkhwa (erstwhile Merged Areas Secretariat/FATA Secretariat), the Project Implementing Entity and the Payment Agents, and referred to in Section I.C.3 of Schedule 2 to this Agreement, Sections I.A.1 and 2 of the Schedule to the Project Agreement, as amended from time to time with the agreement of the Bank.
- 3. "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.
- 4. "Cash Grants" collectively means the Early Recovery Grants, the Livelihood Support Grants and the Child Wellness Grants.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "Child Wellness Grant" means a cash transfer in an amount of PKR12,500 to be made to Eligible Beneficiaries upon completion of the Child Wellness Services requirements set forth in the Project Operations Manual, to cover the opportunity and transportation costs of meeting such requirements.
- 7. "Child Wellness Services" means the following services to be delivered by DOH in the CFCs, including child health awareness and counseling, screening of children for malnutrition, using growth monitoring, immunizations, and referral of complicated cases in regular check-ups.
- 8. "Citizen Facilitation Centers" and the acronym "CFC" mean any new unit/center established pursuant to Component 3.2 of the Project for: (a) facilitating the registration, verification and payment for Cash Grants and delivering the Child Wellness Services; and (b) the provision of Vital Registration Services, Civil

- Registration Management Services and E-Sahulat payment services, and any other services agreed from time to time with the Bank.
- 9. "Civil Registration Management Services" means the services provided by local governments and local commissioner's offices, for the issuance of birth certificates, marriage certificates, death certificates and divorce certificates.
- 10. "Component" means each of the parts in which the Project is divided pursuant to Schedule 2 to this Agreement and entitled, respectively: "Early Recovery Package for Temporary Displaced Persons", "Promoting Child Health in Selected Areas of Khyber Pakhtunkhwa", and "Strengthening Program Management and Oversight."
- 11. "Displaced Person" means a person who, on account of the execution of an activity under the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
- 12. "DOH" means the Department of Health of the Recipient's Province of Khyber Pakhtunkhwa or any successor thereto acceptable to the Bank.
- 13. "Donors" means, collectively, the development partner that have contributed funds to the KP/FATA/Balochistan Multi-Donor Trust Fund at any time during the life of said trust fund, as communicated by the Bank to the Recipient.
- 14. "E-Sahulat" means the publicly accessible electronic service delivery platform administered by the Project Implementing Entity.
- 15. "Early Recovery Grant" means a one-time cash transfer in the amount of PKR35,000 to be paid to an Eligible TDP to assist them in covering initial expenses to restart their lives and livelihood, irrespective of destination, pursuant to the provisions of the Project Operations Manual.
- 16. "Eligible Beneficiary" means a family with children younger than two years of age which has received (or may receive) the Child Wellness Services and meets the eligibility requirements for a Child Wellness Grant in accordance with the provisions of the Project Operations Manual.

- 17. "Eligible TDP" means: (a) a family group of TDP that has voluntarily agreed to leave the displaced persons camp or other area of residence and meets the eligibility requirements for an Early Recovery Grant; or (b) a family group of TDP that upon return to the Affected Tribal Districts of Khyber Pakhtunkhwa meets the eligibility requirements for a Livelihood Support Grant; both in accordance with the provisions of the Project Operations Manual.
- 18. "Environmental and Social Management Plan" or "ESMP" means the environmental and social management plan for Component 2 of the Project disclosed at the Recipient's, Project Implementing Entity's and DOH's website on July 24, 2015, setting forth the guiding principles, standards and procedures and actions to address the social and health impacts of Project implementation including disposal of medical waste in connection with the immunizations to be made as part of the delivery of Child Wellness Services, as such ESMP may be revised, updated or supplemented from time to time with the prior written agreement between the Recipient, the Project Implementing Entity, DOH and the Bank.
- 19. "Federally Administered Tribal Areas" or the acronym "FATA" means the newly merged districts of Khyber Pakhtunkhwa.
- 20. "Implementation Agreement" means the agreement dated April 1, 2016, entered between the Recipient, the Recipient's Province of Khyber Pakhtunkhwa (formerly known as Merged Areas Secretariat/FATA Secretariat) and the Project Implementing Entity, and referred to in Section I.C.1 of Schedule 2 to this Agreement and Sections I.A.1 and 2 of the Schedule to the Project Agreement, as amended from time to time with the agreement of the Bank.
- 21. "KP/FATA/Balochistan Multi Donor Trust Fund" means the Bank-administered multi-donor trust fund, approved by the Bank's Board of Executive Directors on January 15, 2010, and recorded under the numbers TF 071424 and TF072614, for the purpose of supporting the implementation of a program of reconstruction and development aimed at facilitating the recovery of the conflict affected regions of the Recipient's Khyber Pakhtunkhwa Province including the erstwhile Federally Administered Tribal Areas, and the Province of Balochistan.
- 22. "Level 0 Accounts" means the accounts to be opened by the Payment Agents, pursuant to the Agency Agreement, for the purposes of defraying the Cash Grants to Eligible TDPs and Eligible Beneficiaries (as the case may be).
- 23. "Livelihood Support Grant" means a cash transfer in an amount of PKR16,000 to be made to an Eligible TDP in four installments to cover initial subsistence needs following the requirements of the Project Operation Manual.

- 24. "MEA" or "Ministry of Economic Affairs" means the Recipient's ministry responsible for economic affairs, or any successor thereto acceptable to the Bank.
- 25. "Merged Areas" means the frontier regions and Selected Districts of Khyber Pakhtunkhwa.
- 26. "One-Stop Shop" and the acronym "OSS" mean any unit established under the Original Project to facilitate with the registration, verification and payment for Cash Grants and delivery of the Child Wellness Services, and to be converted into CFCs pursuant to Component 3.2 of the Project.
- 27. "Original Project" means the activities described in Schedule 1 to the Financing Agreement entered into between the Recipient and the International Development Association on September 23, 2015 (Credit No. 5719), as amended from time to time.
- 28. "Payment Agents" means the financial intermediaries and/or payment institutions to be selected pursuant to the Project Operations Manual for the payment of Cash Grants to Eligible TDPs, and Eligible Beneficiaries through electronic means.
- 29. "PKR" means Pakistan Rupee, the lawful currency of the Recipient.
- 30. "Planning and Development Department" means the department of the Recipient's Province of Khyber Pakhtunkhwa, responsible for planning and development, or any successor thereto acceptable to the Bank.
- 31. "Portion A of the Grant" means the Grant to be provided under the KP/FATA/Balochistan Multi-Donor Trust Fund account number TF072614.
- 32. "Portion B of the Grant" means the Grant to be provided under the KP/FATA/Balochistan Multi-Donor Trust Fund account number TF071424.
- 33. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 34. "Project Agreement" means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. "Project Agreement" includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.

- 35. "Project Implementing Entity" means the Recipient's National Database & Registration Authority established pursuant to Section 4 of the Project Implementing Entity's Legislation.
- 36. "Project Implementing Entity's Legislation" means the Recipient's National Database and Registration Authority Ordinance 2000, as amended to the date of this Agreement.
- 37. "Project Operations Manual" or "POM" means the manual prepared and adopted by the Recipient and the Project Implementing Entity for the carrying out of the Project, originally dated December 18, 2015, and referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
- 38. "Project Steering Committee" means the Project oversight committee established under the Original Project and referred to in Section I A.1 (a) of Schedule 2 to the Agreement.
- 39. "Relief, Rehabilitation and Settlement Department" means the department of the Recipient's Province of Khyber Pakhtunkhwa, responsible for relief, rehabilitation and settlement, Recipient's erstwhile Complex Emergency Wing Merged Districts-PDMA/FATA Disaster Management Authority, or any successor thereto acceptable to the Bank.
- 40. "Review Committee" means the reviewing/supervisory committee established under the Original Project and referred to in Section I A.1 (b) of Schedule 2 to the Agreement.
- 41. "Selected Districts of Khyber Pakhtunkhwa" means the districts of Kurram, Khyber, Orakzai, North Waziristan, South Waziristan, Mohmand, Bajaur, D.I Khan, Lakki Marwat, Tank and Banu in the Recipient's Province of Khyber Pakhtunkhwa.
- 42. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 43. "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.

- 44. "TDP" means any person temporarily displaced from his or her home in the Affected Tribal Districts of Khyber Pakhtunkhwa due to the militancy crisis during 2014.
- 45. "TDPs Program" means the Recipient's program designed to support the return of TDPs to the Affected Tribal Districts of Khyber Pakhtunkhwa as set forth in the FATA Sustainable Return and Rehabilitation Strategy issued by the erstwhile FATA Secretariat on March 2015 available at fata.gov.pk/cp.
- 46. "Vital Registration Services" means the services provided by Project Implementing Entity in relation to the issuance of ID cards and national identity cards for overseas Pakistanis, child registration certificates, family registration certificates, and juvenile cards.