OTF GRANT NUMBER TF013968

Ozone Projects Trust Fund
Grant Agreement

(HCFC Phase-Out (ODS III) Project)

between

HASHEMITE KINGDOM OF JORDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as Implementing Agency of the Multilateral Fund and Trustee of the
Ozone Projects Trust Fund

Dated May 19, 2013
AGREEMENT, dated May __________, 2013, between HASHEMITE KINGDOM OF JORDAN ("Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as trustee of grant funds provided by Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer into the Ozone Projects Trust Fund ("OTF").

WHEREAS: (A) The Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer to the Vienna Convention for the Protection of the Ozone Layer ("Montreal Protocol") have established the Multilateral Fund for the Implementation of the Montreal Protocol ("Multilateral Fund", or "Fund") to operate under the authority of the said Parties to provide the financing of agreed incremental costs to enable the Parties operating under paragraph 1 of Article 5 of the Montreal Protocol to comply with control measures provided for in the Protocol;

WHEREAS: (B) The Executive Committee of the Fund (the "Executive Committee") and the World Bank have entered into an agreement effective on July 9, 1991, pursuant to which the Executive Committee has agreed to provide funds to the OTF to be administered by the World Bank as an implementing agency of the Multilateral Fund and as trustee in accordance with the provisions of the said agreement and the Resolution;

WHEREAS: (C) The Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 1 to this Agreement, has requested assistance from the resources of the OTF in the financing of the Project, and the World Bank has determined that such assistance would be in accordance with the provisions of the Executive Committee Decisions; and

WHEREAS: (D) The World Bank has agreed, on the basis, inter alia, of the foregoing, to extend a grant (the "OTF Grant") to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE the Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


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 this Agreement.
Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the National Ozone Unit ("NOU") of the Ministry of Environment ("MOEnV") of the Recipient in accordance with the provisions of Article II of the Standard Conditions, and with the Montreal Protocol.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not exceeding Two Million Seven Hundred Eighty Three Thousand One Hundred Forty Nine United States Dollars ($2,783,149) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the OTF for which the World Bank receives periodic fund transfers from the Fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Treasurer of the Multilateral Fund base on instructions of the Executive Committee under the OTF, 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 Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

(a) the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred;

(b) any party to a Sub-grant Agreement has failed to perform any of its respective obligations under said Agreement;

(c) the World Bank has declared any Beneficiary Enterprise ineligible to receive proceeds of any financing made by the World Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the World Bank (including
as administrator of funds provided by another financier), as a result of: (i) a determination by the World Bank that said Enterprise has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the World Bank; and/or (ii) a declaration by another financier that said Enterprise is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that said Enterprise has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier; and

(d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any Beneficiary Enterprise will be able to perform its obligations under the relevant Sub-grant Agreement.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank showing that the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World 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 World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World 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. 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 World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World 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 Minister of Planning and International Cooperation.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Planning and International Cooperation
6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: Telex: Facsimile:
INTBAFRAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)

AGREED at Amman, Hashemite Kingdom of Jordan, as of the day and year first above written.

HASHEMITE KINGDOM OF JORDAN

By

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as Implementing Agency of the Multilateral Fund and
Trustee of the Ozone Projects Trust Fund

By

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to support Jordan in its overall efforts to meet its first Montreal Protocol HCFC phase-out obligations between 2013 and 2017, and to strengthen the capacity of responsible government entities to continue to effectively implement the Montreal Protocol.

The Project consists of the following parts:

Component 1: Investment in HCFC Consumption Reductions

1. Investment in residential air-conditioner ("AC") manufacturers in Jordan approved by the Executive Committee to fund the incremental costs of new, non-HCFC based manufacturing equipment and technology (including prototype development), and to cover the relevant incremental operating costs.

Component 2: Technical Assistance, Policy and AC Sector Plan Management

1. Provision of assistance through technical experts who will support Beneficiary Enterprises to, inter alia, prepare project proposals and equipment specifications, develop prototypes and complete the conversion, and complete project completion reports.

2. Provision of support to increase technical capacity of local authorities in order to allow them to monitor and enforce HCFC-related policies for new and existing industrial installations, including customs officers in order to ensure effective control of HCFC imports and products containing HCFCs.

3. Provision of technical assistance to:

   (1) the air-conditioning manufacturing sector and relevant stakeholders, through training workshops and technical guidance to facilitate efficient and effectual HCFC phase-out in the sector;

   (2) the air-conditioning servicing sector for, inter alia, the development and use of good practice guidance in servicing HCFC-22 air-conditioning units, retrofitting AC units to alternative refrigerants if required, and in handling alternative refrigerants; and

   (3) coordinate and cooperate with energy-related governmental and non-governmental entities on energy efficiency policies and initiatives in the residential air-conditioning sector to encourage market uptake of HCFC-free air-conditioners.

4. Introduction of policies that will lead to a ban in manufacturing and importing of HCFC-22 based air-conditioners.

5. Promotion of public awareness of the benefits of energy efficiency and savings as a result of the purchase of the new units, and of the protection of the ozone layer.

6. Provision of administrative and technical support to the NOU for AC Sector Plan implementation.
Component 3: Institutional Strengthening

1. Provision of support to the Recipient through the NOU to enhance the capacity of Government agencies to manage and address all ozone protection issues in the country and to interact with the international ozone protection community.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangement

1. The Recipient shall:
   
   (a) through NOU, maintain a PMU, during the period of implementation of the AC Sector Plan, with composition, powers, functions, staffing, and resources appropriate to fulfill its responsibilities related to the AC Sector Plan; and
   
   (b) cause the NOU to carry out day-to-day coordination and management, and to facilitate supervision of the Project through qualified staff, and to ensure that the grant funds provided by this Agreement shall be used for financing activities under the Project, and that each beneficiary will carry out the Project activities with due diligence and efficiency and in accordance with sound technical, economic, financial, management, social and environmental standards and practices acceptable to the World Bank.

B. Anti-Corruption

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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 (“Anti-Corruption Guidelines”).

C. Sub-Grants

1. For the purpose of carrying out Component 1 of the Project, the Recipient shall, through NOU, make available a portion of the proceeds of the Grant made available by the World Bank pursuant to the provisions of paragraph E.3 of Section I of this Schedule and allocated from time to time under Category 1 set forth in the table in paragraph A.2 of Section IV of Schedule 2 to this Agreement to Beneficiary Enterprises as Sub-grants under Sub-grant Agreements with the respective Beneficiary Enterprises. Such Sub-grants shall be made in accordance with procedures and on terms and conditions satisfactory to the World Bank, which shall be included in the project implementation manual (“Project Implementation Manual”, or “PIM”). The Recipient, through NOU, shall exercise its rights under each Sub-grant Agreement in such manner as to protect its interests and the interests of the World Bank and to accomplish the purposes of each Sub-grant Agreement. Except as the World Bank shall otherwise agree in writing, the Recipient shall cause NOU not to assign, amend, abrogate, repeal, waive or fail to enforce any Sub-grant Agreement or any of its provisions.

D. Safeguards

1. In carrying out the Project, the Recipient shall ensure that the Project will be carried out in accordance with the Environmental and Social Impact Assessment (“ESIA”) prepared for the Project and its Environmental and Social Management Plan (“ESMP”).
2. The Recipient shall cause NOU to ensure that (a) each relevant Beneficiary Enterprise prepares and implements for its respective Sub-Project, an ESIA and ESMP, based on the ESIA and ESMP of the Project and in a manner satisfactory to the World Bank; and (b) a Beneficiary Enterprise shall not amend, abrogate, repeal, waive or fail to enforce its ESMP or any of its provisions without the prior written approval of the World Bank.

3. In the event of any conflict between the provisions of an ESMP, including any annexes and supplements thereto, and the provisions of this Agreement, the latter shall prevail.

E. Implementation Arrangements

1. The Recipient shall cause NOU to carry out the Project in accordance with, inter alia, the provisions of the PIM. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, repeal, waive or fail to enforce said Manual or any of its provisions. In the event of any conflict between the provisions of the PIM, including any annexes and supplements thereto, and the provisions of this Agreement, the latter shall prevail.

2. The Recipient shall cause the NOU to monitor on an annual basis the environmental performance of all Sub-projects financed by Sub-grants in accordance with Executive Committee requirements, applicable regulatory requirements and in accordance with procedures, arrangements and terms of reference, satisfactory to the Bank.

3. For purposes of implementing the Project, the Recipient shall, through the NOU prepare for each release of funding from the Executive Committee during the implementation of the Project, a report, in accordance with the relevant formats and agreed timing as follows:

   (1) tranche implementation report and work plan for Components 1 and 2 combined, that shall include annual HCFC consumption reductions achieved and future HCFC consumption targets, policy instruments to be implemented, Beneficiary Enterprises’ actions to be carried out, technical assistance activities to be implemented, disbursements made and a budget with expected disbursement for the period covered by the work plan, and an update of achievements and lessons learned from the previous year, including for Component 1, the actual ODP reduction from completed Sub-projects; and,

   (2) biennial terminal report and renewal request for Component 3 that include reporting on planned and actual measures for addressing and managing ozone protection issues in Jordan, expenditures and a budget with expected disbursement for the period covered.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of six months, and shall be furnished to the World Bank, not later than 45 days after the end of the period covered by such report.

   (b) The Recipient shall work with the World Bank to ensure timely submission of documents which are required for reporting purposes to be submitted to the Multilateral Fund Executive Committee.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank in accordance with the provisions of Section III of this Schedule.

B. Financial Management; Financial Reports; Audits

1. The Recipient, through the NOU, shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient, through the NOU, shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient, through the NOU, shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one calendar year or any other period as agreed with the World Bank. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods, works and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. National Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of National Competitive Bidding, subject to the following additional procedures:

   (a) Standard bidding documents approved by the Bank shall be used.

   (b) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids.

   (c) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.

   (d) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.

   (e) Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders, to that end, having a presence in the Borrower's territory should not be a condition for bidding.

   (f) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion. Additionally, one envelop system shall be used.

   (g) Bidders may deliver bids, at their option, either in person or by courier service or by mail.

   (h) Except for late bids, bids shall be opened in public in one place preferably immediately, but no later than one (1) hour, after the deadline for submission of bids, and prices for all bids will be read out in this public session and no disqualification shall be made at that stage.

   (i) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Bank.

   (j) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Bank.

   (k) Bids shall be solicited and contracts shall be awarded on the basis of unit prices, and not on the basis of a schedule of rates, and award will be based on all items included within the bid or the lot in case of multiple lots.

   (l) Split award or lottery in award of contracts shall not be carried out. When two or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which: (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then the Borrower, in agreement with the Bank, and on a case-by-case basis, will consider other relevant procurement options acceptable to the Bank.

   (m) Contracts shall be awarded to the lowest evaluated and qualified bidder within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.
(n) Extension of bid validity shall not be allowed without the prior concurrence of the Bank: (A) for the first request for extension if it is longer than eight (8) weeks; and (B) for all subsequent requests for extensions irrespective of the period.

(o) Negotiations shall not be allowed with the lowest evaluated or any other bidders.

(p) Re-bidding shall not be carried out without the Bank’s prior concurrence.

(q) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor’s or a supplier’s performance security shall apply to a specific contract under which it was furnished.

(r) A sole bid can be considered if due diligence was observed in advertising the procurement opportunity.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than National Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Shopping; (b) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (c) Direct Contracting; and (d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (h) Selection of Individual Consultants; and (i) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. 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; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in US$)</th>
<th>Percentage of Expenditures to be Financed (inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Sub-Grants to Beneficiary Enterprises</td>
<td>1,923,850</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultant’s Services, Training, and Incremental Operating Costs under Component 2 of the Project</td>
<td>417,300</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultant’s Services, Training, Incremental Operating Costs, and Recurrent Cost under Component 3 of the Project</td>
<td>441,999</td>
<td>100%</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT 2,783,149

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $28,000 equivalent may be made for payments made prior to this date but on or after December 21, 2012 for Eligible Expenditures under Category 3.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2019.
APPENDIX
Definitions and Modifications to the Standard Conditions

Section I. Definitions

1. “AC Sector Plan” means the air-conditioning sector plan submitted to and approved by the Executive Committee, describing how the Recipient will reduce its HCFC-22 consumption levels towards meeting its HCFC reduction targets under the Montreal Protocol.


3. “Beneficiary Enterprises” means collectively AC manufacturers that are selected in accordance with the criteria satisfactory to the World Bank to enter into a Sub-grant Agreement with NOU and to implement such agreement; and “Beneficiary Enterprise” means individually any such enterprise.

4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


6. “Environmental and Social Management Plans” and the acronym “ESMPs” mean the plan to be adopted by each relevant Beneficiary Enterprise, under each Sub-grant to said Enterprise; each such plan setting forth, inter alia, the assessment of environmental impacts of the Sub-Project, recommendations for mitigation of adverse impacts and enhancement of positive impacts based on such assessment, and the guidelines for environmental screening and monitoring of Project implementation, as each such plan may be amended from time to time with the prior written approval of the World Bank; and such term includes all attachments and annexes supplemental to each such Plan; and “ESMP” means any such plan individually.


10. “Incremental Operating Costs” means Project related incremental costs incurred by the NOU on account of communication, translation and interpretation, printing, procurement-related advertising, service contracts, office supplies, banking charges, Project-related local travel including per diem accommodation and transportation, international travel for Montreal Protocol-related meetings vehicle rental and fuel, public awareness and other miscellaneous costs directly associated with Project implementation subject to prior approval by the World Bank.

11. “MOEnv” means the Ministry of Environment of the Recipient which is the designated national lead agency for the implementation of the Montreal Protocol.

12.

14. "NOU" means the National Ozone Unit within the MOEnv.


16. "OTF" means the Ozone Projects Trust Fund for which the World Bank acts as trustee.


18. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated March 7, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

19. "Project Implementation Manual", or the “PIM”, means the Manual dated March 20, 2013 prepared and adopted by NOU and to the satisfaction of the Bank, setting out, inter alia, the criteria, procedures and arrangements for implementing the Project, including in respect of procurement, financial management, environmental management, Sub-grant processing, verification and payment mechanisms, and monitoring and evaluation, as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to such Manual.

20. "Project Management Unit" or "PMU" means the unit established under and to be maintained by NOU, to manage the overall implementation of the Project, as such unit may be reconstituted from time to time with the prior written agreement of the World Bank.

21. "Recurrent Cost" means any remuneration paid to a civil servant through institutional strengthening grant funds provided by the Multilateral Fund for the additional work done in carrying out specific functions in the country's national ozone unit for Montreal Protocol implementation, including managing, coordinating, facilitating and monitoring activities to phase out ODS.

21. "Standard Conditions" means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012, with the modifications set forth in Section II of the Appendix to this Agreement, which constitute an integral part of this Agreement.

22. "Sub-grant" means a grant made available by the Recipient to a Beneficiary Enterprise out of the proceeds of the Grant for carrying out a Sub-Project consisting of the activities under Component 1 of the Project and the term "Sub-grants" means all such Sub-grants to Beneficiary Enterprises.

23. "Sub-grant Agreement" means the Agreement to be entered into between the Recipient, through MOEnv, and a Beneficiary Enterprise providing a Sub-grant, all in accordance with procedures and arrangements set out in this Agreement and the PIM.
“Sub-Project” means a Sub-Project prepared by a Beneficiary Enterprise, in accordance with the Project Implementation Manual and to the satisfaction of the World Bank, setting out, inter alia, the activities under component 1 or 2 of the Project to be carried out, the budget, and procedures and arrangements for implementing the activities.

“Training” means training courses, workshops, conferences, seminars and outreach activities carried out under the Project, both inside and outside of the Hashemite Kingdom of Jordan, including costs of purchase and publication of training materials, rental of facilities and equipment, travel expenditures and subsistence of trainees.

Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Paragraph (a) of Section 3.06 is modified to read as follows:

“(a) the payment is for the reasonable cost of goods, works, services, recurrent costs, or training and workshops, required for the Project, to be financed out of the proceeds of the Grant and procured, all in accordance with the provisions of the Grant Agreement;”