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GRANT NUMBER \_\_\_\_-PHI

GRANT AGREEMENT  
(Asia Pacific Disaster Response Fund)  
(COVID-19 Emergency Response Project)

between

REPUBLIC OF THE PHILIPPINES

and

ASIAN DEVELOPMENT BANK

DATED \_\_\_\_\_

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PHI 54133

**GRANT AGREEMENT  
(Asia Pacific Disaster Response Fund)**

GRANT AGREEMENT dated \_\_\_\_\_ between  
REPUBLIC OF THE PHILIPPINES (the "Recipient") and ASIAN DEVELOPMENT BANK  
("ADB").

WHEREAS

(A) the Recipient has applied to ADB for a grant for the purposes of the  
Project described in Schedule 1 to this Grant Agreement; and

(B) ADB has agreed to provide a grant to the Recipient from ADB's Asia  
Pacific Disaster Response Fund resources upon the terms and conditions hereinafter set  
forth;

NOW THEREFORE the parties agree as follows:

**ARTICLE I**

**Grant Regulations; Definitions**

Section 1.01. All provisions of the Asia Pacific Disaster Response  
Fund Grant Regulations of ADB, dated 1 April 2009 (the "Grant Regulations"), are hereby  
made applicable to this Grant Agreement with the same force and effect as if they were fully  
set forth herein.

Section 1.02. The definitions set forth in the Grant Regulations are  
applicable to this Grant Agreement unless the context requires otherwise.

**ARTICLE II**

**The Grant**

Section 2.01. ADB agrees to make available to the Recipient from  
ADB's Asia Pacific Disaster Response Fund resources on terms and conditions set forth in  
this Agreement an amount of three million Dollars (\$3,000,000).



**ARTICLE III**

**Use of Proceeds of the Grant**

Section 3.01. The Recipient shall cause the proceeds of the Grant to be applied to the financing of expenditures on the Project in accordance with the provisions of this Grant Agreement.

Section 3.02. The Grant shall be withdrawn from the Grant Account in accordance with the provisions of Schedule 2 to this Grant Agreement.

Section 3.03. Except as ADB may otherwise agree, all goods to be financed out of the proceeds of the Grant shall be procured in accordance with ADB's applicable policies and procedures.

Section 3.04. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be the date which is six (6) months after the date of this Grant Agreement or such other date as may from time to time be agreed between the Recipient and ADB. The Recipient shall not use the proceeds of the Grant, or allow the proceeds of the Grant to be used, for any expenditures incurred after the Grant Closing Date.

**ARTICLE IV**

**Particular Covenants**

Section 4.01. (a) On an exceptional basis, the Recipient asked and ADB agreed to:

- (i) manage the Grant Account and withdraw the Grant by itself in accordance with ADB's Technical Assistance Disbursement Handbook dated 2010, as amended from time to time, to finance any expenditures on the Project; and
- (ii) procure, by itself or through an implementing partner to be appointed by ADB, all goods for the Project to be financed out of the Grant proceeds.

(b) Notwithstanding the foregoing, the Recipient acknowledges that ADB is not liable for damages to any third persons caused by the goods procured by ADB on behalf of the Recipient and in accordance with this Grant Agreement. The Recipient shall take appropriate measures to indemnify ADB from any claims arising out of such damages.

Section 4.02. The Recipient shall enable ADB's representatives to inspect the Project, the goods financed out of the proceeds of the Grant, and any relevant records and documents.



**ARTICLE V**

**Miscellaneous**

Section 5.01. The Secretary of Finance of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 5.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

Department of Finance  
DOF Building  
Roxas Boulevard  
Manila, Philippines

Facsimile Numbers:

(632) 8523-9216  
(632) 8521-9495

For ADB

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Numbers:

(632) 8636-2444  
(632) 8636-2403.



IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Grant Agreement to be signed in their respective names and to be delivered at the principal office of ADB, as of the day and year first above written.

REPUBLIC OF THE PHILIPPINES

By  \_\_\_\_\_  
CARLOS G. DOMINGUEZ  
Secretary  
Department of Finance

ASIAN DEVELOPMENT BANK

By  \_\_\_\_\_  
KELLY BIRD  
Country Director  
Philippine Country Office

**SCHEDULE 1**

**Description of the Project**

1. The project consist of activities relating to the provision of life preserving services for communities affected by the following natural disaster: COVID-19 Emergency Response.

## **SCHEDULE 2**

### **Withdrawal of Grant Proceeds**

#### Disbursement Procedures

1. Except as ADB may otherwise agree or as otherwise provided in this Grant Agreement, the Grant proceeds for financing goods and other items shall be disbursed in accordance with ADB's Technical Assistance Disbursement Handbook dated 2010, as amended from time to time.

#### Counterpart Funding

2. The Recipient may use the proceeds of the Grant to pay up to 100 per cent of eligible expenditures, including applicable taxes.

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REPUBLIC OF THE PHILIPPINES

By   
CARLOS G. DOMINGUEZ  
Secretary  
Department of Finance

ASIAN DEVELOPMENT BANK

By   
KELLY BIRD  
Country Director  
Philippine Country Office

**SCHEDULE 1**

**Description of the Project**

1. The project consist of activities relating to the provision of life preserving services for communities affected by the following natural disaster: COVID-19 Emergency Response.

## SCHEDULE 2

### Withdrawal of Grant Proceeds

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#### Counterpart Funding

2. The Recipient may use the proceeds of the Grant to pay up to 100 per cent of eligible expenditures, including applicable taxes.



16 March 2020

Hon. Carlos G. Dominguez  
Secretary  
Department of Finance  
DOF Building, BSP Complex  
Roxas Boulevard, Manila

Dear Secretary Dominguez:

**Subject: Asia Pacific Disaster Response Fund  
– Approval of Grant for the Philippines: COVID-19 Emergency Response**

We would like to inform you that on 13 March 2020, the Asian Development Bank approved the provision of a \$3 million grant from the Asia Pacific Disaster Response Fund (APDRF). The grant will support the Government of the Philippines' life-saving efforts to address impacts of the COVID-19 pandemic.

The grant will be financed and carried out pursuant to the arrangements stipulated in the attached grant agreement attached hereto as Annex 1. The grant closing date will be 6 months after the signing of the grant agreement.

Please indicate the Government's approval to the terms of the grant by countersigning each of the two originals of the attached Grant Agreement. Please retain one signed original of the signed Grant Agreement for your records and return the other to ADB. The Grant Agreement shall take effect on the date of your signing of the Grant Agreement.

Again, we would like to express ADB's continued support to the Government of the Philippines during these difficult times.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kelly Bird'.

Kelly Bird  
Country Director  
Philippines Country Office