Grant Agreement No. 2460710

GRANT AGREEMENT

For

THE PROGRAMME FOR EMERGENCY RECOVERY (PHASE 4)

Between

THE JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF UKRAINE

Dated April 7, 2025

Subject to the Exchange of Notes between the Government of Japan and the Government of Ukraine dated February 27, 2025 concerning Japanese economic cooperation to be extended with a view to promoting the economic and social development of Ukraine (hereinafter referred to as "the E/N") and the relevant laws and regulations and budgetary appropriations of Japan, and taking into account the Agreement on Technical Cooperation and Grant Assistance between the Government of Japan and the Government of Ukraine signed at Tokyo on June 10, 2004, the Japan International Cooperation Agency (hereinafter referred to as "JICA") and the Government of Ukraine (hereinafter referred to as "the Recipient") have agreed to conclude the following grant agreement (hereinafter referred to as "the G/A").

Article 1 Amount and Purpose of the Grant

JICA shall extend a grant of eight billion eight hundred million Japanese Yen (JPY8,800,000,000) (hereinafter referred to as "the Grant") to the Recipient for the purpose of contributing to the implementation of the Programme for Emergency Recovery (Phase 4) mentioned in sub-paragraph (1) of paragraph 1 of the E/N (hereinafter referred to as "the Programme") whose details are described in Schedule 1 attached hereto.

Article 2 Availability of the Grant

The Grant shall be available in the form of a disbursement by JICA during the period between the date of entry into force of the G/A and February 28, 2027.

Article 3 Use of the Grant

The Recipient shall use the Grant and its accrued interest properly and exclusively to cover payments (i) to suppliers, contractors, and/or consultants (hereinafter collectively referred to as "the Supplier(s)") and/or (ii) to the Agent (defined in (4) 2) of Article 4), for purchases of products and/or services necessary for the implementation of the Programme. The eligible nationality for the Supplier(s) is described in Section 2 of Schedule 1 and Section 2 of Schedule 2 attached hereto. The eligible source countries are described in Section 3 of Schedule 2 attached hereto.

Article 4 Subproject(s)

(1) The Programme shall be composed of one or more subprojects whose general information is described in Section 2 of Schedule 1 attached hereto (hereinafter referred to as "the Subproject(s)"). Schedule 1 may be modified in writing by the mutual consent of JICA and the Recipient expressed by their relevant official letters signed by the authorized representatives. The consent of JICA and the Recipient

should be confirmed by the "Committee" as described in Article 8.

(2) JICA will conduct surveys to formulate the Subproject(s) based on mutual consent between JICA and the Recipient.

(3) Each of the Subproject(s) shall be commenced after JICA and the Recipient confirm the results of the surveys related to the Subproject(s).

(4) The Subproject(s) is/are to be implemented by either of the two types of implementation procedures as follows:

1) employment of consultants and procurement of products and services by the Recipient (hereinafter referred to as "Procurement by the Recipient");
2) procurement of products and services by an agent to act on behalf of the Recipient in accordance with the scope of the agent's services set forth in Section 5 of Schedule 2 attached hereto (hereinafter such procurement shall be referred to as "Procurement by the Agent" and such agent shall be referred to as "the Agent").

Article 5 Administration of Grant

(1) The Recipient shall designate the executing agency(ies) (hereinafter referred to as "the Executing Agency") to implement each of the Subproject(s) on behalf of the Recipient as specified in Schedule 1 attached hereto. The Recipient shall cause the Executing Agency to perform any of the obligations owed by the Recipient, and shall assume responsibility for all actions of the Executing Agency concerning each of the Subproject(s).

(2) The Recipient may retain a consultant for implementation of the Subproject(s) for Procurement by the Recipient. In such case, the Recipient shall retain the consultant recommended to the Recipient by JICA. Such recommendation of the consultant by JICA does not mean that JICA shall assume the responsibilities which the consultant shall bear to the Recipient.

(3) In case of Procurement by the Agent, to ensure that products and services for the Subproject(s) are purchased effectively, smoothly, and appropriately, and that the Recipient receives other necessary supports, the Recipient shall conclude employment contract(s) with the independent and competent Agent recommended by JICA, in principle within sixty (60) days after JICA's notice of the recommendation. Such recommendation of the Agent by JICA does not mean that JICA shall assume the responsibilities which the Agent shall bear to the Recipient.

(4) Should the funds available from the Grant be insufficient for the implementation of the Programme, the Recipient shall make arrangements promptly to provide such funds as shall be needed.

Article 6 General Terms and Conditions

(1) JICA and the Recipient shall abide by the provisions of JICA's General Terms and Conditions for Japanese Grant, dated January 2016 (hereinafter referred to as "the GTC").

(2) The details for procurement stipulated in Section 2.01 of the GTC are described in Schedule 2 attached hereto.

(3) The disbursement procedure stipulated in Section 3.01 of the GTC is described in Schedule 3 attached hereto.

(4) The refund procedure for the Procurement by the Agent other than stipulated in Section 4.01 of the GTC are described in Section 2 (3) of Schedule 3 attached hereto.

(5) The words "Project" and "consultant" in the GTC shall be replaced with the words "Programme" and "consultant and/or the agent," respectively.

(6) The G/A shall enter into force on the date of signature of the G/A by JICA and the Recipient, provided that the E/N is in force, as described in Section 8.01 of the GTC. When the G/A is signed prior to the date on which the ratification procedure of the E/N by the Government of Ukraine is completed (hereinafter referred to as "the E/N Effective Date"), the G/A shall enter into force on the E/N Effective Date.

(7) The addresses stipulated in Section 7.03 of the GTC are as follows:

For JICA

Postal address:
JAPAN INTERNATIONAL COOPERATION AGENCY
Ukraine Office
8 Illinska Str. 2nd floor, Kyiv, Ukraine 04070, UKRAINE
Attention: Chief Representative

with a copy to:
JAPAN INTERNATIONAL COOPERATION AGENCY
Financial Cooperation Implementation Department
5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, JAPAN
Attention: Director General

For the Recipient

Postal address:

Ministry for Development of Communities and Territories of Ukraine (MDCT)

14 Beresteiskyi Ave, Kyiv, 01135, UKRAINE

Attention: Deputy Prime Minister for Restoration of Ukraine - Minister for Development of Communities and Territories of Ukraine

For the Executing Agency of Subproject No. 1 specified in Schedule 1

Postal address:

The State Emergency Service of Ukraine

55A, Olesya Honchara Street, Kyiv, 01601

Attention: Head of the State Emergency Service of Ukraine

For the Executing Agency of Subproject No. 2 specified in Schedule 1

Postal address:

Ministry of Energy of Ukraine

30 Khreshchatyk Street, Kyiv, 01601

Attention: Minister of Energy of Ukraine

For the Executing Agency of Subproject No. 3 and 6 specified in Schedule 1

Postal address:

State Agency for Restoration and Development of Infrastructure of Ukraine

9 Fizkultury Street, Kyiv, 03150

Attention: Head of State Agency for Restoration and Development of Infrastructure of Ukraine

For the Executing Agency of Subproject No. 4 specified in Schedule 1

Postal address:

Ministry of Internal Affairs of Ukraine

10 Bohomoltsia Street, Kyiv, 01024

Attention: Minister of Internal Affairs of Ukraine

For the Executing Agency of Subproject No. 5 specified in Schedule 1

Postal address:

Ministry of Education and Science of Ukraine

10, Beresteiskyi Ave, Kyiv, 01135

Attention: Minister of Education and Science of Ukraine

Article 7 Other Obligations of the Recipient

(1) The Recipient shall perform obligations described in Section 4 of Schedule 2 and Schedule 4 attached hereto.

(2) The Recipient shall ensure that no official of the Recipient undertakes any part of the work under the contract on the purchase of the products and/or services necessary for the implementation of the Programme.

(3) The Recipient shall furnish JICA with reports on the progress of the Programme according to an agreed schedule until the Programme is completed, in such form and in such detail as JICA may reasonably request. Promptly, but in any event not later than six (6) months after completion of the Programme, the Recipient shall furnish JICA with a report concerning completion of the Programme in such form and in such detail as JICA may reasonably request.

Article 8 Committee/Subcommittee

(1) The Recipient shall establish a consultative committee for the Programme (hereinafter referred to as "the Committee") in order to discuss any matter, at the Programme level, that may arise from or in connection with the G/A. The details of the Committee are described in Section 1 of Schedule 5.

(2) The Recipient and/or the Executing Agency shall establish consultative committee(s) for each of the Subproject(s) (Procurement by the Agent and/or the Recipient) (hereinafter referred to as "the Subcommittee") in order to discuss any matter related to each of the Subproject(s) (Procurement by the Agent/or the Recipient) that may arise from or in connection with the G/A, unless the Committee covers the role of the Subcommittee. The details of the Subcommittee are described in Section 2 of Schedule 5.

Article 9 Headings

The headings of Articles herein are inserted for convenient reference only and shall not be interpreted to limit or otherwise affect the provisions of the G/A.

IN WITNESS WHEREOF, JICA and the Recipient, acting through their duly authorized representatives, have caused the G/A to be duly executed in their respective names and delivered at Kiev, as of the day and year first above written.

For	For
THE GOVERNMENT OF UKRAINE	JAPAN INTERNATIONAL COOPERATION AGENCY
Oleksii KULEBA Deputy Prime Minister for Restoration of Ukraine – Minister for Development of Communities and Territories of Ukraine	MATSUNAGA Hideki Chief Representative JICA Ukraine Office

Schedule 1

Section 1. Details of the Programme

(1) Objective:

The objective of the Programme is to promote public-private partnerships that contribute to the promotion of peace (energy security, environment, etc.) and sustainable economic recovery, by/through procuring equipment, materials and services necessary for emergency recovery and economic recovery, thereby contributing to emergency recovery and economic recovery.

(2) Location:

Ukraine

Section 2. The Subproject(s) and Indicative Amount of the Grant allocated under the Programme

Subproject No. 1

(1) Title of the Subproject:

The Subproject for Improvement of Humanitarian Mine Action

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

1,500

(3) Components (the products and/or the services):

・Equipment and Construction for Humanitarian Mine Action

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

The State Emergency Service of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

Subproject No. 2

(1) Title of the Subproject:

The Subproject for Improvement of Energy Service

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

4,000

(3) Components (the products and/or the services):

・Equipment for Energy Service

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

Ministry of Energy of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

Subproject No. 3

(1) Title of the Subproject:

The Subproject for Improvement of Water Supply

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

700

(3) Components (the products and/or the services):

・Equipment for Water Supply

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

State Agency for Restoration and Development of Infrastructure of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

Subproject No. 4

(1) Title of the Subproject:

The Subproject for Improvement of Public Health and Safety

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

700

(3) Components (the products and/or the services):

・Equipment for Medical and Health Services

・Equipment for National Safety

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

Ministry of Internal Affairs of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

Subproject No. 5

(1) Title of the Subproject:

The Subproject for Improvement of Equipment for Education Service

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

1,400

(3) Components (the products and/or the services):

・Equipment for Education Service

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

Ministry of Education and Science of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

Subproject No. 6

(1) Title of the Subproject:

The Subproject for Improvement of Public Infrastructure for Local Communities

(2) Indicative Amount of the Grant allocated (million Japanese Yen):

500

(3) Components (the products and/or the services):

・Equipment for Public Infrastructure for Local Communities

・Agent Service

(4) Implementation Type (Procurement by the Recipient / Procurement by the Agent):

Procurement by the Agent

(5) Executing Agency:

State Agency for Restoration and Development of Infrastructure of Ukraine

(6) Eligible nationality for the Supplier(s) that contract(s) directly with the Recipient:

Not Applicable

(7) JICA's Procurement Guidelines applied:

The Procurement Guidelines for Japanese Grants (Type III) dated July 2019

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Schedule 2
Details for Procurement

Section 1. Guidelines to be used for procurement under the Grant

In order to ensure the proper and exclusive use of the Grant, the products and/or services necessary for the implementation of the Subproject(s) shall be procured in accordance with JICA's *Procurement Guidelines* as designated in Schedule 1 for each of the Subproject(s) (hereinafter referred to as "the **Procurement Guidelines**").

In case of Procurement by the Agent, the words "approval", "committee" and "implementing agency" in JICA's Procurement Guidelines for the Japanese Grants (Type III), dated July 2019, shall be replaced with the words "concurrence", "subcommittee" and "executing agency," respectively.

Section 2. Eligible Nationality

(1) The eligible nationality of the Supplier(s) shall be Japanese nationals in the case of the Procurement by the Recipient in which the Supplier(s) contract(s) directly with the Recipient for the implementation of the Programme.

(2) With regard to sub-section (1) above, the term "Japanese nationals" means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons as described in sub-paragraph (1) of paragraph 4 of the E/N.

(3) Such contracts as stipulated in sub-section (1) above shall be denominated in Japanese Yen.

Section 3. Eligible Source Countries

(1) The eligible source countries shall be Japan and the country of the Recipient for the purchase of products and/or services for the implementation of the Programme.

(2) Notwithstanding sub-section (1) above, when JICA and the Recipient deem it necessary, the Grant may be used for the purchase of products and/or services of countries other than Japan or the country of the Recipient for the implementation of the Programme.

Section 4. JICA's Review

With regard to the Recipient's procurement procedures and decisions, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions. The Recipient shall also submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. When JICA has no objection to such documents, JICA shall inform the Recipient its concurrence accordingly.

JICA's right to perform such review and concurrence shall not be deemed to be an obligation of JICA. The Recipient shall not be exempted from any of its obligations under the G/A due to JICA's election to perform any such review.

For the avoidance of doubt, any change which does not constitute a major modification of the design or a major amendment of the contract, as specified by JICA, shall not require such concurrence of JICA.

(1) In case of Procurement by the Recipient, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions:

1) Execution of the contract for consultants

The original contract for the consultant shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

2) Procurement procedures other than competitive bidding in case of Procurement by the Recipient

Descriptions of proposed procurement procedures other than competitive bidding shall be submitted before commencing such procedures when particular circumstances render competitive bidding inappropriate.

3) Public announcement for pre-qualification

The contents of the public announcement for pre-qualification shall be submitted before the public announcement is made. Any important amendments to the documents by which such public announcement is to be made shall also be submitted before the documents are sent to prospective bidders.

4) Selection of pre-qualification

(i) The list of pre-qualified firms that applied to be selected as the Supplier(s), (ii) the report on the selection process, including the decisions made by the Recipient during the selection, and (iii) other relevant documents shall be submitted promptly after the selection before notification of the result of the pre-qualification to the applicants.

5) Bidding procedures

Bidding documents, such as notices and instructions to bidders, the bid form, bid evaluation criteria, and the proposed draft contract, shall be submitted before inviting the submission of bids. Any important amendments to the said documents shall also be submitted before the documents are sent to prospective bidders.

6) Analysis of technical proposals

Analysis of technical proposals shall be submitted promptly after the analysis and before inviting the opening of bid prices.

7) Analysis of bid prices

Analysis of bid prices shall be submitted promptly after the analysis and before notification of an award to the successful bidder.

8) Execution of the contracts for the Supplier(s)

The original contract for the Supplier(s) shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

9) Allocation of the remaining balance of the Grant

A request for review and concurrence on the allocation of the remaining balance of the Grant with the reason therefor shall be submitted to JICA before any action is taken in relation to the use of the remaining balance of the Grant.

10) Amendment or termination of contract

(a) The extension of the contract period and the reason which justifies the proposal shall be submitted before the contract is amended; in the situation where the extended period is more than three (3) months or the period between the end of the extended contract period and the deadline of availability of the Grant becomes less than six (6) months.

(b) Any major amendment or termination of the contract shall be notified to JICA immediately and the original of the contract and other necessary documentation thereon shall also be submitted after signing in order for the amendment of the contract to be verified as eligible for the Grant.

11) Modification from the original design

A description of any major modification from the original design of the Subproject(s) shall be submitted before the implementation of any work related to the modified design.

(2) In case of Procurement by the Agent, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions:

1) Execution of the contract for the Agent

The original contract for the Agent shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

2) Amendment or termination of contract for the Agent

Any major amendment or termination of the contract shall be notified to JICA immediately and the original of the contract and other necessary documentation thereon shall also be submitted after signing in order for the amendment of the contract to be verified as eligible for the Grant.

3) Modification from the original design

A description of any major modification from the original design of the Subproject(s) shall be submitted before the implementation of any work related to the modified design.

Section 5. Scope of the Agent's Services for the Subproject(s) in case of the Procurement by the Agent

The scope of the Agent's services for the Subproject(s) in case of the Procurement by the Agent shall be as follows:

(1) Provision of information and advice to the Subcommittee.

(2) Conclusion of an agreement for detailed design work and construction supervision with the consultants.

(3) Ensuring that the Recipient fully understands the procedures to employ the Agent and the procedures for the purchase of the products and/or the services for the Subproject(s) (Procurement by the Agent).

(4) 1) The preparation of the specifications for the products for the Recipient, including, where necessary, detailed discussions with the end-users.

2) The preparation of tender documents appropriate for the values and types of the products and/or the services for the Subproject(s) (Procurement by the Agent) to be purchased.

3) Advertisements and announcements of the tenders and where the international competitive bidding is to be held, the wording of which is to be agreed with the Recipient.

4) Evaluation of the tenders from both technical and financial standpoints.

5) Submission of recommendations to the Recipient for the approval of orders with the Supplier(s) of the products and/or the services for the Subproject(s) (Procurement by the Agent).

(5) Receipt and use of the fund for the Subproject(s) (Procurement by the Agent) transferred to the Agent (hereinafter referred to as "the Advances", whose details are described in Section 2 of Schedule 3) in accordance with the employment contract with the Recipient.

(6) Negotiation and conclusion of contracts with the Supplier(s) of the products and/or the services for the Subproject(s) (Procurement by the Agent), including arrangements for satisfactory payments and shipment and inspection arrangements, where necessary.

(7) Monitoring of the progress of the Subproject(s) (Procurement by the Agent) to ensure that the delivery schedules of the products and/or the services provided are as contracted.

(8) Provision of documents containing detailed information on the progress of orders, notifications of orders placed, amendments to contracts, delivery and service information, shipping documents, etc., to the Recipient and end-users.

(9) Payments to the Supplier(s) of the products and/or the services for the Subproject(s) (Procurement by the Agent) from the Advances.

(10) The preparation of periodic progress reports for JICA and the Recipient with comprehensive information on enquiries, orders, order status, values, deliveries, services provided, etc.

(11) Submission of quarterly statements to JICA and the Recipient detailing the balance against the Grant and its accrued interest and all disbursements for the quarter.

(12) Submission to JICA and the Recipient of an overall evaluation report with comprehensive details on all of the products and/or the services, source countries (if applicable), delivery dates / service provision periods, the values of products and/or services (including relevant charges), and the total amounts disbursed and remaining.

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Schedule 3
Disbursement Procedure

Section 1. In case of Procurement by the Recipient

The disbursement procedure in case of Procurement by the Recipient shall be as follows:

(1) Banking Arrangement and Authorization to Pay

The Recipient shall conclude the banking arrangement (hereinafter referred to as "the Banking Arrangement") with a bank in Japan (hereinafter referred to as "the Agent Bank") and open an account (hereinafter referred to as "the Grant Account") at the Agent Bank immediately after the signing of the G/A. The Banking Arrangement stipulates the roles of the Agent Bank and the Recipient with regard to the receipt of the Grant from JICA and payment to the Supplier(s) under the Grant by using an authorization to pay (hereinafter referred to as "the Authorization to Pay"). In order to execute the procedures in the Banking Arrangement, the Recipient shall issue the Authorization to Pay to the Agent Bank in connection with each contract verified by JICA.

(2) Procedure

The payment shall be made upon request from the Supplier(s). The request for payment and other required documents shall be submitted from the Supplier(s) to the Agent Bank authorized by the Recipient in the Authorization to Pay, and accordingly those documents shall be submitted to JICA. JICA shall disburse the requested amount of the Grant into the Grant Account in Japanese Yen after confirmation of the submitted request for payment and other required documents. The Agent Bank shall make the payment to the Supplier(s) from the Grant Account on behalf of the Recipient after the receipt of the Grant.

Section 2. In case of Procurement by the Agent

The disbursement procedure in case of Procurement by the Agent shall be as follows:

(1) Banking Arrangement

1) The Recipient shall open Yen ordinary deposit account(s) for the Subproject(s) (Procurement by the Agent) at a bank in Japan (hereinafter referred to as "the Account for the Subproject(s) (Procurement by the Agent)") within thirty (30) days from the date of entry into force of the G/A and shall notify JICA in the written form prescribed in Annex of Schedule 3 attached hereto of the completion of the procedures for the opening of the Account(s) for the

Subproject(s) (Procurement by the Agent) within seven (7) days from the date of the opening of the Account(s) for the Subproject(s) (Procurement by the Agent).

2) JICA shall disburse the Grant for the Subproject(s) (Procurement by the Agent) by making payments in Japanese Yen to the Account(s) for the Subproject(s) (Procurement by the Agent) during the period referred to in Article 2 of the G/A and on or after the date of receipt of the written notification referred to in sub-paragraph 1) above.

3) The sole purpose of the Account(s) for the Subproject(s) (Procurement by the Agent) is to receive the payments in Japanese Yen from JICA referred to in sub-paragraph 2) above and to make payments necessary for the purchase of products and services and the fees referred to in Schedule 1.

(2) Procedure

1) The Recipient shall ensure that the Grant for the Subproject(s) (Procurement by the Agent) and its accrued interest are completely disbursed from the Account for the Subproject(s) (Procurement by the Agent) and available for the payments necessary for the purchase of the products and/or services, as well as for the fees referred to in Schedule 1, within a period of twelve (12) months after the date of the disbursement of the Grant, unless the period is extended by mutual consent between JICA and the Recipient.

2) The Recipient and the bank referred to in sub-paragraph 1) of (1), Section 2. above (hereinafter referred to as the "Bank for the Subproject(s) (Procurement by the Agent)") shall conclude a fund transfer arrangement under which the Recipient designates the Agent as the representative acting on behalf of the Recipient concerning all fund transfers to the Agent.

3) The Agent shall request the Bank for the Subproject(s) (Procurement by the Agent) to transfer funds to cover the expenses necessary for the purchase of all or part of the products and/or services and for the fees referred to in Schedule 1. Each fund transfer request shall be accompanied by a detailed estimate of the expenses to be covered by the funds transferred and a copy of the concurrence by JICA for the contract for the Agent referred to in Section 4 of Schedule 2. Copies of the request and estimation shall be sent to the Recipient at the same time.

4) Pursuant to the Agent's request referred to in sub-paragraph 3) above, the Bank for the Subproject(s) (Procurement by the Agent) shall notify the Recipient of the request made by the Agent. The Bank for the Subproject(s) (Procurement by the Agent) shall pay the amount specified in the request (referred to as "the Advances") to the Agent from the Account for the Subproject(s) (Procurement by the Agent) unless the Recipient expresses opposition in writing to such payment within ten (10) working days after the notification by the Bank for the Subproject(s) (Procurement by the Agent). The Agent shall make payments to the Supplier(s) of the products and/or the services from the funds received in accordance with the terms of the contract(s) with them.

5) The Recipient shall present to JICA, through the Agent, a report prepared in a written form acceptable to JICA on the transactions on the Account for the Subproject(s) (Procurement by the Agent), without delay when the Grant for the Subproject(s) (Procurement by the Agent) and its accrued interest are completely disbursed from the Account for the Subproject(s) (Procurement by the Agent) in accordance with the provisions of sub-paragraph 1) above or upon the request of JICA.

(3) Refund

When any amount of funds remains in the Account for the Subproject(s) (Procurement by the Agent) or any amount of the Advances remains (hereinafter referred to collectively as "the Remaining Amount") after the completion of the Subproject(s), JICA shall notify the Recipient of the procedures for refunding the Remaining Amount. The Recipient shall refund the Remaining Amount to JICA without delay through such procedures as notified above.

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Annex of Schedule 3

(Form)

Date:

Ref.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY, JAPAN

Notification of the Opening of the Account for the Subproject(s) (Procurement by the Agent) and
Request for the (the title of the Subproject(s)) Grant payment for
Programme for Emergency Recovery (Phase 4)

In accordance with the provisions of sub-paragraph 1), (1), Section 2, Schedule 3 of Grant Agreement No. 2460710 between the Japan International Cooperation Agency and the Recipient dated April 7, 2025, we would like to notify JICA of the completion of the procedures for the opening of the Yen ordinary deposit account, and to request JICA to make the grant payments specified in Schedule 1 of the above-mentioned Grant Agreement in accordance with the following details:

1. The amount to be paid (Japanese Yen): eight billion eight hundred million Japanese Yen (JPY8,800,000,000)

2. Bank name:
3. Bank address:
4. Account number:
5. Account name:
6. Account type (Non-Resident Account or Resident Account)

(Authorized Signature)
Name
Title

[The Government of Ukraine]

Schedule 4
Obligations of the Recipient

In accordance with the obligations of the Recipient stipulated in the E/N, the Recipient shall undertake the obligations listed in the tables below. JICA and the Recipient may agree from time to time separately in writing on the items, deadlines, and other matters described in the tables below within the scope of the obligations stipulated in the E/N.

(1) Specific obligations of the Recipient which will not be funded with the Grant

1) Before the Procurement

No.	Items	Deadline	In charge	Estimated cost	Ref.
1	To sign the banking arrangement (B/A) with a bank in Japan (the Agent Bank) to open bank account for the Grant	within 1 month after the signing of the G/A	Recipient (MDCT)		
2	To sign the Agent Agreement (A/A) with the Agent selected and notified by JICA	within sixty (60) days after JICA's notice	Executing Agency		
3	To issue a Blanket Disbursement Authorization ("the BDA") to transfer the fund (Advances) to the Procurement Account from the Recipient Account	after the conclusion of A/A	Recipient (MDCT) or Executing Agency		

2) During the Programme Implementation

No.	Items	Deadline	In charge	Estimated cost	Ref.
1	To bear the Payment commissions to the Agent Bank for the banking services based upon BDA	every payment	Recipient (MDCT)		
2	To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the country of the Recipient with respect to the purchase of the Products and/or the Services are exempted	during the Programme	Executing Agency		
3	To give due environmental and social consideration in the implementation of the Programme	during the Programme	Executing Agency		
4	To ensure that the Products and/or the Services are maintained and used properly and effectively for the implementation of the Programme, and are not used for military purposes	during the Programme	Executing Agency		

5	To secure (a) lot(s) of land necessary for the implementation of the Programme and to clear the site(s)	during the Programme	Executing Agency (if necessary through the relevant public authority)		
6	To provide facilities for distribution of electricity, water supply and drainage and other incidental facilities necessary for the implementation of the Programme outside the site(s) referred to in (5) above	during the Programme	Executing Agency (if necessary through the relevant public authority)		
7	To ensure prompt unloading, customs clearance and internal transportation in the country of the Recipient of the Products	during the Programme	Executing Agency (if necessary through the relevant public authority)		
8	To accord the Japanese physical persons and/or physical persons of third countries whose services may be required in connection with the supply of the Products and/or the Services such facilities as may be necessary for their entry into the country of the Recipient and stay therein for the performance of their work	during the Programme	Executing Agency (if necessary through the relevant public authority)		
9	To ensure the safety of persons engaged in the implementation of the Programme in the country of the Recipient	during the Programme	Executing Agency (if necessary through the relevant public authority)		
10	To bear all the expenses, other than those covered by the Grant and its accrued interest, necessary for the implementation of the Programme	during the Programme	Executing Agency		

(11)	In case the employment contract with the Agent is concluded, the Recipient shall take following necessary measures 1) To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the country of the Recipient with respect to the employment of the Agent who is a non-resident in Ukraine are exempted 2) To accord the Japanese physical persons and/or physical persons of third countries who are employed by the Agent, and whose services may be required in connection with the supply of the Products and/or the Services such facilities as may be necessary for their entry into the country of the Recipient and stay therein for the performance of their work. 3)To present, through the Agent, to JICA a report prepared in a written form acceptable to JICA on the transactions on the account upon the request of JICA	during the Programme	Executing Agency		
(12)	To refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies in relation to the shipping and marine insurance of the Products	during the Programme	Executing Agency (through the relevant public authority)		
(13)	To ensure that the Products and/or the Services shall not be exported or re-exported from the country of the Recipient	during the Programme	Executing Agency		
(14)	To submit Project Monitoring Report after each work under the contract(s) such as shipping, hand over, installation and operational training	monthly	Executing Agency		
(15)	To submit a notice concerning completion of the Subproject	within 6 months after completion of the Programme	Executing Agency		

3) After the Programme

NO	Items	Deadline	In charge	Estimated cost	Ref
1	To maintain and use properly and effectively the equipment provided under the Grant Aid 1) Allocation of maintenance cost 2) Operation and maintenance structure 3) Routine check/Periodic inspection	After completion of the Programme	Executing Agency		

(2) Other obligations of the Recipient funded with the Grant

No	Items	Deadline	Amount (Million Japanese Yen)
1	1) To procure and install equipment 2) To conduct the following transportation a) Marin/ Air/ Land transportation of the products from Japan to the country of the Recipient Internal transportation from the port of disembarkation to the Programme site.		
2	To implement bidding and procurement supervision		
	Total		8,800

(Note) Progress of the obligations of the Recipient may be confirmed and updated from time to time in a written form between JICA and the Recipient.

[To be left blank]

Schedule 5
Committee/Subcommittee

Section 1. Committee

(1) The details of the Committee

1) The Committee shall be chaired by the head of the representatives of the Recipient. The members of the Committee shall be as defined in paragraph (2) below.

2) In principle, a regular meeting of the Committee shall be held in Ukraine semiannually, and other meetings may be held upon the request of either JICA or the Recipient whenever JICA deems it necessary to call such meetings.

3) The terms of reference of the Committee shall be as follows:

(a) to confirm an implementation schedule for the Programme for the speedy and effective disbursement of the Grant and its accrued interest;

(b) to discuss modifications of the Programme, including modifications of the allocation of the Grant for the Subproject(s);

(c) to identify problems that may delay the implementation of the Programme or the disbursement of the Grant and its accrued interest, and to explore solutions to such problems;

(d) to exchange views on publicity related to the Programme; and

(e) to discuss any other matters that may arise from or in connection with the G/A.

(2) The Members of the Committee shall be as follows:

1) The Recipient side

Representatives of the Executing Agency of all Subprojects defined in Schedule 1

2) JICA side

JICA Ukraine Office

The Agent

Embassy of Japan

Section 2. Subcommittee

(1) The details of the Subcommittee

1) The Subcommittee shall be chaired by the head of the representatives of the Recipient

and/or the Executing Agency.
The members of the Subcommittee shall be defined in paragraph (2) below.

2) In case of Procurement of the Agent, immediately after the employment contract referred to in paragraph (2) of Article 5 is concluded, the Agent shall appoint a representative who is to participate on behalf of the Agent in the meetings of the Subcommittee as an adviser. Representative(s) of organizations other than the Agent may be invited, whenever necessary, to participate and provide advice in the meetings of the Subcommittee.

3) In case of Procurement of the Agent, in principle, the first meeting of the Subcommittee shall be held in Ukraine immediately after JICA approves the employment contract referred to in paragraph (2) of Article 5. The meetings thereafter will be held upon the request of JICA, the Recipient, or the Executing Agency whenever JICA deems it necessary to call such meetings. The Agent may advise JICA, the Recipient, and the Executing Agency on the need to call a meeting of the Subcommittee.

4) The terms of reference of the Subcommittee shall be as follows:

(a) to confirm an implementation schedule for the Subproject(s) (Procurement by the Agent and/or the Recipient) for the speedy and effective disbursement of the Grant for the Subproject(s) (Procurement by the Agent and/or the Recipient) and its accrued interest;

(b) to discuss the need for and appropriateness of modifications of the Subproject(s) (Procurement by the Agent and/or the Recipient), including modifications of a plan and/or design of the Subproject(s) (Procurement by the Agent and/or the Recipient);

(c) to exchange views on allocations of the Grant for the Subproject(s) (Procurement by the Agent and/or the Recipient) and its accrued interest for the Subproject(s) (Procurement by the Agent), as well as on potential end-users related to the Subproject(s) (Procurement by the Agent);

(d) to identify problems related to the Subproject(s) (Procurement by the Agent and/or the Recipient) that may delay the disbursement of the Grant for the Subproject(s) (Procurement by the Agent and/or the Recipient) and its accrued interest, and to explore solutions to such problems;

(e) to exchange views on publicity related to the disbursement of the Grant for the Subproject(s) (Procurement by the Agent and/or the Recipient) and its accrued interest for the Subproject(s) (Procurement by the Agent and/or the Recipient);

(f) to discuss any other matters related to the Subproject(s) (Procurement by the Agent and/or the Recipient) that may arise from or in connection with the G/A; and

(g) to provide the Committee for the Programme referred to in Section 1 above with information on the progress of the Subproject(s) (Procurement by the Agent and/or the Recipient) and problems related to the Subproject(s) (Procurement by the Agent/or the Recipient).

(2) The Members of the Sub-Committee for each Subproject shall be as follows:

1) The Recipient side
   Executing Agency of the Subproject
   Related ministries and municipalities and authorities
2) JICA side
   JICA Ukraine Office
   The Agent
   Embassy of Japan

END