

30 July 2021  
ADB-154/07/2021

Mr. Qahhorzoda Faiziddin Sattor  
Minister  
Ministry of Finance  
3, Akademik Rajabovkho Street  
Dushanbe, 734025  
Republic of Tajikistan

Dear Mr. Qahhorzoda:

**Subject: Grant No. 0791-TAJ: COVID-19 Vaccine Support Project under the  
Asia Pacific Vaccine Access Facility  
– Amendment to Grant Agreement**

1. We refer to the Grant Agreement dated 21 June 2021 between the Republic of Tajikistan ("Recipient") and Asian Development Bank ("ADB") for the captioned project ("Grant Agreement"). All capitalized terms used but not defined herein shall have the meaning given thereto in the Grant Agreement, unless the context requires otherwise.
2. Following a request from the Recipient (Ministry of Health letter No.1-6/6033, dated 9 July 2021), ADB approved, on 28 July 2021, changes in the Project concerning the financing of cost of transportation and related logistics for the eligible COVID-19 vaccines not financed by the Grant (i.e., donated vaccines). To give effect to the change, ADB proposes that the Grant Agreement be amended as set out in the Attachment hereto.
3. Save and except to the extent set out in the Attachment hereto, the Grant Agreement remains unchanged.
4. Pursuant to ADB's Access to Information Policy (2018) ("AIP"), the amendments to the Grant Agreement will be posted on ADB's website within 2 weeks from the date that the amendments become effective, after removing any information that falls within the AIP exceptions as specified by the Recipient.
5. Please indicate the Recipient's concurrence to the amendments set out in the attachment hereto and to the terms of this letter agreement by countersigning each of the two originals of this letter agreement in the space indicated below. Please retain one signed original of this letter agreement for your records and return the other to ADB. The proposed amendments shall take effect on the date of receipt by ADB of a signed original of this letter agreement.

Yours sincerely,



Shanny CAMPBELL

Country Director

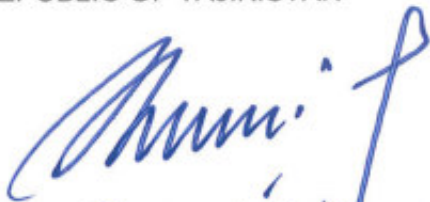
Tajikistan Resident Mission

A. Accepted and agreed.

B. Confirmed that the amendments to the Grant Agreement do not contain information falling within the AIP exceptions.

For and on behalf of the Recipient

REPUBLIC OF TAJIKISTAN



Name: Faiziddin Qahhorzoda

Designation: Minister of finance.

Date: 3 August 2021.

Attachment: Amendment #1 to the Grant Agreement

cc: J. Abdullozoda, Minister of Health and Social Protection of the Population of Tajikistan

G. Muhsinzoda, First Deputy Minister, Ministry of Health and Social Protection of the Population of Tajikistan

R. Hiraoka, Director, Social Sector Division, Central and West Asia Department, ADB

**Grant Agreement No. 0791-TAJ: COVID-19 Vaccine Support Project  
under the Asia Pacific Vaccine Access Facility**

**Amendment #1**

1. Section 1.02(d) shall be revised to read as follows:

“(d) “Eligible Vaccine” means a COVID-19 vaccine eligible for financing [and/or transportation financed](#) out of the proceeds of the Grant which, at all times during the Project implementation period, (i) satisfies the Eligibility Criteria; and (ii) has received all necessary authorizations of the Recipient for its distribution and administration within the territory of the Recipient, including authorization for use, and any other necessary authorizations for its manufacture, marketing or importation;”

2. In Schedule 1, para. 2(a) shall be revised to read as follows:

“(a) **Procurement of COVID-19 vaccine and delivery to designated points.** This component will support the procurement [and/or transportation](#) of (i) vaccines that meet the Eligibility Criteria; (ii) safety boxes, syringes, and other items required for the administration of the vaccines; and (iii) international and national logistics and related services required for the transportation of vaccines from the place of purchase [or acquisition](#) to designated delivery points in Tajikistan.”

3. In Schedule 2, para. 7 shall be revised to read as follows:

“7. Notwithstanding any other provision of this Grant Agreement, no withdrawals shall be made from the Grant Account for Category 1 until:

- (a) ADB has received a letter from the Recipient confirming: (i) which COVID-19 vaccines have been selected to be procured [and/or transported](#) using the proceeds of the Grant; (ii) which of the Eligibility Criteria has been satisfied in respect of the selected COVID-19 vaccines; and (iii) that such COVID-19 vaccines have received all necessary authorizations of the Recipient, and have been authorized by the Tajikistan National Regulatory Authority and any other relevant regulatory authorities for distribution and administration within the territory of the Recipient; and
- (b) based on the information provided in the aforementioned letter, ADB has notified the Recipient that the COVID-19 vaccines to be procured [and/or transported](#) are designated as Eligible Vaccines.”

4. In Schedule 3, para. 3 shall be revised to read as follows:

“3. The Recipient, through the Project Executing Agency, [may](#) appoint a procurement agent to carry out turnkey procurement, [transport](#) and logistics services for Eligible Vaccines and ancillary items, in accordance with the terms and conditions set forth in the



Procurement Plan. The Recipient, through the Project Executing Agency, shall ensure that such procurement agent follows all of the requirements of this Grant Agreement and the Procurement Plan.”

5. In Schedule 3, paras. 6(b) and (c) shall be revised to read as follows:

“(b) shall ensure that Grant proceeds allocated for financing of vaccines shall only be used for the procurement, [transportation](#), distribution or administration of a vaccine which has been confirmed by ADB to be an Eligible Vaccine;

(c) assumes sole responsibility for the selection, importation, procurement, [transportation](#), distribution, marketing or administration, of any Eligible Vaccine under the Project, and agrees that ADB shall have no responsibility or liability in respect thereof;”

6. In Schedule 3, para. 7 shall be revised to read as follows:

“7. In instances where any COVID-19 vaccine which ADB has not confirmed as an Eligible Vaccine is proposed for procurement [and/or transportation](#) under the Project subsequent to the initial withdrawal from the Grant Account for any Eligible Vaccine, the Recipient, through the Project Executing Agency, shall ensure that no withdrawal request is made from the Grant Account in relation to such vaccine until.”

7. In Schedule 3, para. 8 shall be revised to read as follows:

“8. The Recipient, through the Project Executing Agency, shall ensure that the selection, importation, procurement, [transportation](#), deployment, distribution, marketing, administration and disposal of any Eligible Vaccine is conducted in accordance with the applicable laws and regulations of the Recipient.”

8. In Schedule 3, para. 11(b) shall be revised to read as follows:

“(b) ADB disclaims any and all financial or other liability and responsibility for any injury, death, loss, damage or other prejudice of any kind whatsoever that may arise as a result of or in connection with the selection, procurement, importation, manufacturing, fill and finish, [transportation](#), distribution, marketing, administration or use of any vaccine under the Project or the treatment, disposal, or management of any medical or other waste generated in connection with the storage, handling, transportation, distribution or administration of any such vaccine.”