

**IMPLEMENTING AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE ITALIAN REPUBLIC**

**AND**

**THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN**

**ON THE PROGRAMME**

**“PSYCHOSOCIAL WELL-BEING IN JORDAN: PROMOTING AN INCLUSIVE APPROACH TO MENTAL  
HEALTH FOR PERSONS WITH PSYCHOSOCIAL DISABILITIES”**

The Government of the Italian Republic, represented by the Directorate General for Development Cooperation of the Ministry of Foreign Affairs and International Cooperation (MAECI-DGCS), and the Government of the Hashemite Kingdom of Jordan, represented by the Higher Council for the Rights of the Persons with Disabilities (HCD), hereinafter individually referred to as the “Party” and collectively as the “Parties”,

Considering the mutual relationship of friendship between their respective Countries;

Considering the Development Cooperation Framework Agreement signed between the Parties on May 13<sup>th</sup>, 2018;

Considering the Subsidiary Agreement between the Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan, as well as the related Indicative Country Programme, concerning the Italian Aid Programme for the years 2021 – 2023, done at Amman on May, 26<sup>th</sup>, 2021 and amended through exchange of Verbal Notes on December 28<sup>th</sup>, 2023;

WHEREAS The Parties have agreed to promote and consolidating a culture of human rights, guaranteeing access to qualitative and equal services to persons with disabilities, strengthening the institutional capacity in designing policies and delivering services;

WHEREAS The Italian Joint Committee for Development Cooperation (“Comitato Congiunto per la Cooperazione allo Sviluppo”) has approved the Initiative “Creating a disability-inclusive mental health sector in Jordan” and committed related funds, on July, 19<sup>th</sup>, 2023 (resolution n. 135);

HEREBY AGREE as follows:

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**Article 1.**  
**Purpose of the Agreement**

- 1.1 This Implementing Agreement (hereinafter the "Agreement") establishes the mutual obligations of the Parties concerning the financing and the implementation of the Programme "Creating a disability-inclusive mental health sector in Jordan" (hereinafter the "Initiative").
- 1.2 The Agreement defines modalities and procedures for management, crediting, disbursement, procurement, monitoring, evaluation and reporting related to the Initiative.

**Article 2.**  
**Parts of the Agreement**

- 2.1 This Agreement consists of 12 Articles and two annexes:
- Annex 1 – Project Document and its Annexes.
  - Annex 2 – Ethical clauses and general principles for procurement and execution of contracts.
- 2.2 The above-mentioned annexes shall be considered an essential and substantial part of the Agreement. In case of inconsistency, the Agreement herein shall prevail over the annexes.

**Article 3.**  
**Description of the Initiative**

- 3.1 **General Objective.** The Initiative aims to improve the mental health care policies and services and the well-being of persons with psychosocial disabilities.
- 3.2 The Programme includes a grant component amounting to EUR 1,600,000 (One million six hundred thousand).
- 3.3 All the transactions on the grant component – budget support shall be recorded in financial reports issued by the HCD, according to Art. 5 and Art. 8 of the present Agreement.

**Article 4.**  
**Governance and implementation of the Initiative**

- 4.1 HCD is the main Institution involved in the implementation of the Initiative.
- 4.2 The Italian Agency for Development Cooperation (AICS) is the financing body and shall contribute to the supervision of the overall Initiative implementation.
- 4.3 The Initiative shall be implemented based on an Annual Operational & Financial Plan, prepared by HCD, with the supervision and technical assistance of AICS, in accordance with the activities planned and described in the Project Document and its Annexes (Annex 1).

4.4 The overall supervision of the Initiative shall be granted to the Steering Committee (hereafter the "SC"), which shall provide guidelines, approve the Annual Operational & Financial Plan prepared by HCD, report on progress against implementation and discuss achievements and challenges. Meetings of the Steering Committee shall be held on a six-month basis.

4.5 The SC will be composed as follows:

- Representatives from the Italian Embassy;
- Representatives from AICS Amman;
- Representatives from the HCD;
- Representatives from the MOH;
- Representatives from other counterparts, whereas needed.

4.6 Procurement procedures of the Initiative related to the execution of the Annual Plans:

4.6.1 The procedures adopted for procurement related to the execution of the Initiative shall be carried out under the responsibility of HCD, with the support and assistance of AICS.

4.6.2 Purchases of goods and services not exceeding EUR 40.000 (forty thousand) under the present Agreement shall abide to local rules and procedures.

4.6.3 Procurement activities for an amount exceeding EUR 40.000 (forty thousand) shall abide to the rules and procedures in the most recent version adopted by the European Commission Practical Guide to Contract Procedures for EU External Actions (PRAG) as well as the Ethical clauses and general principles for procurement and execution of contracts as per Annex 2. Moreover, a no-objection from AICS shall be requested prior to publication of tender documents and to signature of the contracts above EUR 300.000 (three hundred thousand).

#### **Article 5. Disbursement of funds**

AICS shall transfer the funds of EUR 1.600.000 (One million six hundred thousand), at the following bank account details:

Account Name: HIGHER COUNCIL FOR THE RIGHTS PERSONS WITH  
DISABILITIES/AICS

Account Number: 1 / 3660 / 1049

IBAN: JO15 CBJO 0010 0000 0000 0136 6010 49

5.1 Upon the entry into force of the present Agreement, AICS shall transfer the funds, in two instalments:

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	I Instalment	II Instalment	Total
Grant	<b>EURO 943.249,88</b>	<b>EURO 656.750,12</b>	<b>EURO 1.600.000,00</b>

- 5.2 A financial report justifying that 70% of the amount of the first instalment has been spent is a pre-condition for the disbursement of the second instalment.
- 5.3 AICS shall release the instalments to HCD via bank transfer, with "SHARE" payment option: the sender shall pay fees to the sending bank and the receiver shall receive the amount transferred, minus the related correspondent (intermediary) bank charges.
- 5.4 HCD shall have responsibility on accounting system, financial management, expenditure tracking and records filing, and shall provide to AICS full accessibility to all documents, for financial reconciliation purpose, for five years after the end of the Initiative.
- 5.5 Interest accrued on the funding shall be fully accounted for in the STA and Special Account and tracked in the financial records. A statement of the accrued interests should be submitted to AICS for tracking purposes. The funds including interest can only be used for the benefit of the Initiative, for implementing activities.
- 5.6 At the conclusion of the Initiative, a Final Report, as described at Art. 8 shall be prepared by HCD and submitted to AICS, after analysis and endorsement by the SC.
- 5.7 The first, second and final financial reports shall be complemented by a Report audited by an independent Chartered Accountant in accordance with internationally accepted standards (IFAC and INTOSAI). The cost of auditing services shall be borne by the Initiative budget, and HCD shall be the contracting authority. The Chartered Accountant proposed by HCD shall receive a no objection letter by AICS before signature of the contract.
- 5.8 After completion of the Initiative any unused money shall be returned to AICS.
- 5.9 HCD and AICS may, either jointly or separately, and at any time during the duration of this Agreement or any renewal or extension thereof, evaluate the implementation of the Initiative. The cost of such evaluation shall be borne by the Institution initiating such evaluation.

**Article 6.**  
**Budget reallocations**

- 6.1 Increasing or decreasing a budget line allocation by less than 15% of its original figure, is allowed through a decision of the SC, that shall timely communicate in writing the approved reallocation to AICS.
- 6.2 Reallocations equal to or exceeding 15% of a budget line original figure shall require written approval by AICS.

- 6.3 All Budget line reallocations shall be carefully reflected in the Initiative reporting documents.

### **Article 7. Obligations of the Parties**

The Italian Party, via AICS, undertakes:

- 7.1 To provide, upon entry into force of this Agreement, a total grant fund of EUR 1.600.000 (One million six hundred thousand). The grant shall be disbursed in two instalments according to the modalities set out in Article 5 and the conditions set forth in Annex 2. In any case, the disbursement shall not exceed the total amount above mentioned.
- 7.2 To ensure that AICS and DGCS personnel have access to the Initiative areas and to the technical documentation, so as to enable monitoring and evaluation of activities through assigned staff, with a particular attention allocated to use of resources, in relation to goals achievement within the planned timeframe.
- 7.3 To support, when needed, planning and implementation activities as well as organizing technical assistance missions.
- 7.4 To ensure every appropriate measure to remedy any practice of active or passive corruption whatsoever at any stage of the execution of the activities.

HCD undertakes:

- 7.5 To overview the management of the financial resources provided to the Initiative by the present Agreement, ensuring that funds will be used according to criteria of transparency, competitiveness and good governance.
- 7.6 To submit all Technical and Financial Reports foreseen in this Agreement.
- 7.7 To facilitate a fruitful collaboration between Jordanian institutions involved in the Program and AICS, including the possibility of AICS personnel to access to the Program areas and to the Program technical documentation for monitoring and evaluation purposes.

### **Article 8. Reporting**

The **Annual Progress Report** is composed by the following set of documents:

- A. The **Annual Technical Report** on the activities performed, which should include:

- The list of actions initially planned for the first year, as per endorsed in the First Annual Operational Plan, detailing activities, components and beneficiaries;
  - A detailed description of implemented activities and achieved results, in comparison to the First Annual Operational Plan according to agreed indicators;
  - The list of technical issues/problems faced in the period by the project and the related implemented solutions.
- B. The **Annual Financial Report** on the expenditures performed and/or committed (i.e. contracts and/or service level agreements, consistent to the content and procedures of this Agreement). This report should include:
- A copy of the approved budget of the first year, as per endorsed First Annual Financial Plan, split according to budget items, detailing planned expenditures per activity, component and beneficiaries.
  - The list of performed expenditures, split according to budget items, detailing payments per activity, component, beneficiaries and the calculated balance on the first instalment.
  - Official financial statement provided by the **Central Bank of Jordan – Amman Branch**.
  - A list of financial issues/problems faced by the project, together with the related implemented solutions.
- C. The **Annual Procurement Report** related to the purchase of goods and/or services for contracts according to the thresholds established in art. 4.6 above. Such report should illustrate the number of procurement processes implemented, as well as the bidding procedure followed, their outcome and a list of issues faced, with the related implemented solutions.

## **Article 9. Prevention of Corruption and Fraud**

- 9.1 The Parties are firmly committed to preventing and detecting fraudulent and corrupt practices. The Parties shall ensure that the utilization of the Italian Contribution conforms to the highest standard of ethical conduct and that every Body and Institution involved in the implementation of the Initiative observes the highest standards of ethics and integrity.
- 9.2 The Parties, in accordance with their respective national laws and regulations, shall ensure that any allegations of fraud and corruption in connection with the implementation of the Initiative are reported to the competent national Authorities in a timely manner. Credible allegations shall be investigated by the Parties' competent Authorities in accordance with the respective national laws, regulations, rules, policies, procedures and best practice. The Parties shall, in a timely manner and consistent with the respective national laws and regulations inform each other of the outcome of substantiated allegations of fraud and corruption, along with details of action taken.

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9.3 Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with the Italian Contribution made under this Agreement, the Parties shall:

(a) Use reasonable efforts to recover any part of the Contribution, which the national Authority has established as being diverted through fraud or corruption.

(b) In connection with (a) above, give proper consideration to referring the matter to the competent Authorities of the State where the fraud or corruption is believed to have occurred; and

(c) Upon request, and following consultations between the Parties, reimburse to the Italian Party any part of the Contribution above, or credit it to a mutually agreed activity.

**Article 10.  
Impediments and Force Majeure**

10.1 In case of impediments to the implementation of the Initiative due to causes of *force majeure* recognized by both Parties according to practice (such as war, flood, fire, typhoon, earthquake, labour conflicts and strikes, acts of any government, or other causes) or in case of peril or unsafe conditions for the expatriate personnel, the following provisions shall apply:

10.2 Within the first 6 (six) months of impediment the Initiative activities shall be suspended and the residual funds shall be frozen until the impediment finishes and AICS authorizes resumption of Program activities;

10.3 In case the duration of the impediment is greater than 6 (six) months, the Parties shall agree on the destination of the residual funds, which can be made available after Exchange of letters between the Parties.

**Article 11.  
Suspension of the Agreement by the Italian Party**

11.1 The Italian Party reserves the right to terminate this Agreement in the following events:

11.2 In case of serious non-fulfillment by HCD; this includes the following events:

- Untimely Initiative startup, i.e. within the first semester after reception of the funds;
- Extended unmotivated delays in the utilization of the granted funds, jeopardizing the Initiative implementation;
- Utilization of granted funds for implementing activities not relevant to the Initiative, as described in this Agreement and Annexes;
- Serious faults in the management of granted funds, detected by the independent Chartered Accountant as per Art. 5, or by AICS staff.
- In case of impediments as per Art. 10.

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11.3 In any case, the Bank Account shall remain operational until all expenditures incurred by HCD have been satisfied.

**Article 12.**  
**Settlement of disputes, Amendments and Entry into force**

12.1 Any dispute between the Parties arising out of the interpretation and/or implementation of this Agreement shall be settled amicably by means of direct consultations or negotiations between the Parties through diplomatic channels.

12.2 The Parties may amend this Agreement, including its Annexes, through verbal notes at any time. In such case, the amendments shall enter into force on the date of the note verbale of response.

12.3 This Agreement enters into force on the date of signature.

12.4 This Agreement shall remain effective until completion of the Initiative.

12.5 This Agreement shall be implemented in accordance with the Italian and Jordanian legislations, as well as applicable international law and, as for the Italian party, the obligations arising from Italy's membership of the EU.

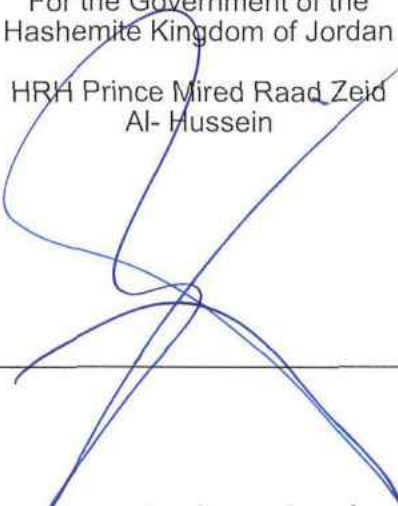
In witness thereof the undersigned, duly authorized, have signed the present Agreement.

Done at Amman on 03 February 2026 in two originals in the English language, all texts being equally authentic.

For the Government of the  
Italian Republic  
  
HE Luciano Pezzotti  
Ambassador of Italy to Jordan

For the Government of the  
Hashemite Kingdom of Jordan  
  
HRH Prince Mired Raad Zeid  
Al- Hussein

  
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*Annex 1.* Project Document and Annexes  
*Annex 2.* Ethical clauses and general principles for procurement and execution of contracts





**“PSYCHOSOCIAL WELL-BEING IN JORDAN:  
PROMOTING AN INCLUSIVE APPROACH TO MENTAL HEALTH  
FOR PERSONS WITH PSYCHOSOCIAL DISABILITIES”**

**PROJECT PROPOSAL**

**Acronyms**

CBOs	Community-Based Organizations
CRPD	Convention on the Rights of Persons with Disabilities with Disabilities
HCD	Higher Council for the Rights of Persons with Disabilities
mhGAP	Mental Health Gap Action Program
MoH	Ministry of Health
OPDs	Organizations of Persons with Disabilities
PHC	Primary Health Care
RMS	Royal Medical Services
SDGs	Sustainable Development Goals
WHO	World Health Organization

**Mental health and the global legal frameworks and context:**

The issue of mental health and the rights of persons with psychosocial disabilities is at the forefront of international disability and human rights instruments and agendas. Article 1 of the United Nations Convention on the Rights of Persons with Disabilities (CRPD), is to “promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities, and to promote respect for their inherent dignity”.<sup>1</sup> The elimination of discrimination by ensuring that rights may be enjoyed on an equal basis with others is a fundamental aim. The same can be argued in regards to the Sustainable Development Goals (SDGs), particularly SDG 3, Target 3.4, which states: “By 2030, reduce by one third premature mortality from non-communicable diseases through prevention and treatment and promote mental health and well-being.”<sup>2</sup>

<sup>1</sup> The UN CRPD's article 1, text available at:

<https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities/article-1-purpose.html>

<sup>2</sup> Global indicator framework for the Sustainable Development Goals and targets of the 2030 Agenda for Sustainable Development, p.4, SDG 3, target 3.4, available at:

[https://unstats.un.org/sdgs/indicators/Global%20Indicator%20Framework%20after%202023%20refinement\\_Eng.pdf](https://unstats.un.org/sdgs/indicators/Global%20Indicator%20Framework%20after%202023%20refinement_Eng.pdf)

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## Summary

### Implementing entity

HCD was established in 2008. Since 2014, it has been led by HRH Prince Mired Raad Zeid Al-Husseini, as a governmental organization by virtue of a new law that was enforced in September 2017 – the Law on the Rights of Persons with Disabilities No. 20 for the Year 2017.

HCD undertakes numerous roles, including policy development and review; capacity building and awareness-raising; development of accreditation standards; monitoring and evaluation; research and information-sharing. It is the primary technical focal point on all things relating to disability, to assist national organizations to provide services in an inclusive and accessible manner for all. To ensure a participatory approach in policy and decision-making, the organization is governed by Board of Trustees that is comprised of 25 members, including the President of HCD –with 13 members representing people with different types of disabilities: 3 representing families and 8 independent experts in the field.

Via its technical and administrative departments spread through its four branches respectively, HCD ensures its know-how and services are disseminated throughout all the areas of the Kingdom. Below is a list of the various offices and departments:

- The Monitoring and Coordination Department
- The International Relations and Cooperation Department
- The Accreditation Department
- The Equal Opportunities Department
- The Internal Audit Department
- The ID Card and Services Office (East Amman)
- The Accessibility and Universal Design Department
- The Northern Region Liaison Office (Irbid)
- The Legal Affairs Department
- The Digitization and Information Technology Department
- The Southern Region Liaison Office (Karak)
- The Independent Living Department
- The Inclusive Education Department
- The Project Management Unit
- The Office of the President
- The Office of the Secretary-General
- The Financial Affairs Department
- The Administrative Affairs Department

HCD's mandate as Jordan's primary disability reference in policy and programming as well as practice, corresponds to the international agreements and policies, national laws and policies pertaining to disability-inclusive development, not least the CRPD and the SDGs.

### Project location

Governorate of Irbid (accessibility renovations) and all regions for training and awareness-raising.

**Direct beneficiaries:** nearly 500.

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**Indirect beneficiaries:** nearly 2000.

**Funding required:** 1,600,000 euros.

**Duration:** 24 months.

**SDGs:** 3.4, 10.2

The initiative focuses on the mental health sector in Jordan, and aims to contribute to improved services for people with psychosocial disabilities. It envisages a review and provision of recommendations for the further development of the “Mental Health and Substance Use Action Plan 2022-2026”<sup>3</sup> and of the “National Mental Health Policy (2011)”<sup>4</sup> under which Jordan is currently operating. This policy was reviewed in 2016, and informed the development of the National Mental Health and Substance Use Action Plan.

As part of the initiative, the development of a national capacity building program is also envisaged, which includes:

- Designing and implementing a high-level government study visit with the La Collina Cooperativa Sociale, in the province of Trieste, in Italy, in order for the Jordanian officials to witness first-hand the process of change and transformation from a medicalized mental health hospitalization process into a community-inclusive rights-based approach. The aim here is to learn and reflect on the Italian experience in this regard, with the intention of bringing back to Jordan the best practices to be adopted vis-à-vis the Jordanian context.
- Designing and implementing capacity development programs in which psychiatrists, therapists, social workers and nurses could acquire the necessary skills and implement the ethics related to the users’ rights through promoting their independence by respecting their informed consent, as well as the Organizations of Persons with Disabilities (OPDs) and the community-based organizations on peer-to-peer support and psychological services within the local community.
- Conducting access checks on three mental health care clinics and/or PHCs (in which staff were trained on mhGAP and implement the necessary access requirements and renovations.
- Ensuring access to information and services for persons with psychosocial disabilities, especially the concept of informed consent and develop templates of consent forms for that purpose, and to train physicians on how to utilize these forms within the patient care process, and document the required data and information, via standard operating procedures.
- Organizing workshops targeting persons with disabilities and persons with psychological disabilities to strengthen social inclusion.

#### Overview:

<sup>3</sup> [https://www.moh.gov.jo/ebv4.0/root\\_storage/en/eb\\_list\\_page/national\\_mhsu\\_action\\_plan\\_2022-2026\\_\(english\)\\_2-0.pdf](https://www.moh.gov.jo/ebv4.0/root_storage/en/eb_list_page/national_mhsu_action_plan_2022-2026_(english)_2-0.pdf)

<sup>4</sup> [https://cdn.who.int/media/docs/default-source/mental-health/special-initiative/who-special-initiative-country-report---jordan---2020\\_414542ae-ce5d-4f1d-bf40-fe1b1cbf8003.pdf?sfvrsn=e813985\\_4](https://cdn.who.int/media/docs/default-source/mental-health/special-initiative/who-special-initiative-country-report---jordan---2020_414542ae-ce5d-4f1d-bf40-fe1b1cbf8003.pdf?sfvrsn=e813985_4)

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According to WHO in 2019, 1 in every 8 people had a psychosocial disability or 970 million people around the world and the number recently rose significantly due to the COVID-19 pandemic. In Jordan, mental health issues are not regarded as high priority issues on the national agenda. Therefore, the sector receives a very modest allocation within the Ministry of Health, which by and large are for the running costs of psychiatric hospitals. There is no dedicated mental health legislation in Jordan, however mental health provisions are included in two laws: the Public Health Law (No. 47, chapter 4, 2008),<sup>22</sup> and the Law on the Rights of Persons with Disabilities Act (No. 20, 2017).

In light of the above, this proposal aims at enhancing the rights of persons with psychosocial disabilities in Jordan, since they are the most excluded group in the disability community due to several reasons relating to social stigma and their willingness to recognize their identity as being part of the disability community. Although the World Health Organization conducted several initiatives to promote this sector, including laying out a National Mental Health Policy in 2011, and a recent revision of this Policy in 2016, the sector still encounters serious challenges, in particular given the fact that the said Plan was not implemented.

The Higher Council for the Rights of Persons with Disabilities (HCD) perceives mental health and persons with psychosocial disabilities as one of its top priorities, not only because they are recognized by the Law on the Rights of Persons with Disabilities Number 20 for the Year 2017 (henceforth referred to as the 'disability rights law') and the prohibition of forced hospitalization and any violation of the informed consent in the said law, but also because this subject is a crosscutting issue, which impacts all rights of persons with disabilities as well as any individual with mental health issue regardless if she/he is classified as a person with a disability or not.

In 2021, HCD formulated a team from MOH and the Ministry of Social Development (MOSD) to assess the 17 beneficiaries in the Al-Karama Hospital for Mental Health to determine their abilities and skills so as to design the appropriate intervention services. The assessment results indicated that some of the beneficiaries were persons with intellectual disabilities that were hospitalized for more than 10 years.

Recently, HCD was invited with a group from the ministry of health to visit Trieste to observe the mental health services and the role of the local communities in this regard, after this visit, HCD became so keen to build on that exchange through invite group of experts from Italy to conduct assessment for the mental health sector and to provide practical recommendations on how to improve the services in Jordan.

Jordan has several strengths and challenges to consider in its mental health care system. There is a strong psychiatry program in the country, with resources focused on the tertiary services operating through bio-medical approaches. Also, the Ministry of Health (MOH) supports de-institutionalization, while mhGAP is integrated in primary health-care centers (PHCs). There are also mental health units in general hospitals, as well as community mental health centers. Mental health care is free or of very low cost for both Jordanians and non-Jordanians. There is also increasing

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civil society activism around mental health and people with psychosocial disabilities, with interest in the international community to support Jordan in mental health care reform.

There are however several challenges to improving mental health care in Jordan. Mental health governance needs to be restructured and enabled to steer the system and there is limited inter-sectoral coordination. There is also a limited budget for mental health. Medication availability for mental health “illnesses” is low at PHCs. Additionally, Jordan faces a shortage of mental health specialists and human resources and sub specialties and general lack of mental health data systems. According to the Jordanian Association of Psychiatrists, there are 201 registered psychiatrists –43 working in the MOH, 13 in the Royal Medical Services, 65 in privately owned practices, 12 in private-sector hospitals, and 4 in university hospitals. The remaining number are either working abroad or unemployed.

In addition, there are only two psychiatrists specialized in the treatment of pediatric psychiatry.

The authorities that are working on the portfolio of mental health in Jordan are the Head of Mental Health Specialty and the Director of the National Center for Mental Health in the MOH. Although mental health services are organized in terms of outpatient clinics distributed around the Kingdom, the structure is very centralized, due to the fact that they are governed by the National Centre for Mental Health, in the Al-Fuheis, in the Balqa Governorate. A majority (three of four) of the mental health hospitals are organizationally integrated with mental health outpatient facilities, meaning only that each hospital has its own outpatient clinic. There is only one day-care center for mental health in Jordan and it is private, and there are no community-based psychiatric inpatient units or community residential facilities.

In the public sector, the main providers of mental health services are the MOH and the Royal Medical Services (RMS), and it is estimated that the RMS facilities serve about 40% of the population as health services are now available for civilians, as well as military personnel. However, nowadays as the government is trying to organize health insurance, Jordanian citizens with MOH Insurance can no longer access free mental health from RMS. on the other hand, the private sector also provides mental health services in private clinics and one private hospital. However, the cost is very expensive for both treatment and medication.

The scope of the project will also comply with the goals and objectives of WHO's Global Comprehensive Mental Health Action Plan 2013-2030 which are:

- To strengthen effective leadership and governance for mental health;
- To provide comprehensive, integrated and responsive rights-based mental health and social care services in community-based settings, and users' rights to informed consent;
- To implement mental health service-delivery strategies and strengthen information systems, evidence, as well as research for mental health sector

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This project aims at organizing the mental health sector after conducting gap analysis and introduce intervention and services responsive and resulting from the gap analysis with all of the related stakeholders and with the support of AICS.

## 2. Needs analysis, beneficiaries, expected impact

According to the General Population and Housing Census of the 2015 the governorates of Irbid, Mafrq and Ajloun have relatively the highest ratios concerning of severe or absolute disability that exceeded 3%. The Department of Statistics (2019) confirms that 79% of persons with disabilities of school age are excluded from any form of education<sup>5</sup>.

In absence of a national registry or database that collects data regarding disabilities, HCD, in accordance to Art. 16 of the Law 20/2017, has developed a "Disability ID card" that will be operating from November 2023, as part of the *Sanad* electronic system containing information on disabilities, integrated with the national ID card through the citizens' national number.

As WHO confirms, mental health governance needs restructuring and budgetary allocations re-organised to promote mental health care outside of long-stay institutional care Medication for common mental health conditions is lacking in primary health care centres and there are restricted prescription rights for such medicines; lack of national-level mental health data; Lack of a human resources plans for decentralisation of mental health professionals to work outside of the psychiatric hospital system<sup>6</sup>.

As per the meeting HCD held with WHO and MOH held on 15 January 2023, the following needs were identified:

- Case studies on how to combat stigma associated with persons with psychosocial disabilities and mental health in general, since, to date, they are deprived of basic rights and the exercise of certain daily living activities, such as, the right to education, work and marriage, etc. Moreover, there is still a great deal of taboo concerning a person requesting psychiatric consultation and/or treatment.
- Greater awareness and advocacy in regard to the above-mentioned stereotypes and perceptions associated with persons with psychosocial disabilities.
- A review of the Mental Health and Substance Use Action Plan 2022-2026 and of the National Policy.
- Further capacity development programs for:
  - psychiatrists, therapists, social workers and nurses to acquire the necessary skills and implement the ethics as relates to mental

<sup>5</sup> <https://reliefweb.int/report/jordan/disability-inclusive-education-jordan-factsheet-may-2021>

<sup>6</sup> [https://cdn.who.int/media/docs/default-source/mental-health/special-initiative/jordan-simh-design-summary.pdf?sfvrsn=eca81c3e\\_38](https://cdn.who.int/media/docs/default-source/mental-health/special-initiative/jordan-simh-design-summary.pdf?sfvrsn=eca81c3e_38)

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health service-delivery and personal interactions with persons with psychosocial disabilities.

- organizations of persons with disabilities (ODPS) and the community-based organizations on peer-to-peer support and psychological services within the local community

In light of the identified needs above, the project will serve to answer to these needs and will work to ensure that the above target beneficiaries are actively involved within the project outputs, as per the below identified project workflow.

In particular, the Princess Basma Hospital in the governorate of Irbid was identified for the rehabilitation of 3 of its clinics, due to the number of patients using its mental health services (around 1,800 per month).

**General objective:** Contribute to improving mental health care policies and services for persons with psychosocial disabilities.

#### **Specific objectives**

**SO1.** Increase awareness and reducing stigma associated with persons with psychosocial disabilities related to mental health conditions.

**SO2.** Contribute to the reform of current laws and regulations to better serve persons with disabilities, particularly psychosocial disabilities.

**SO3.** Increase the capacities of institutions, organizations and health workers serving persons with psychosocial disabilities.

**SO4.** Strengthen the accessibility of infrastructure and inclusive services for people with psychosocial disabilities in 3 selected mental health clinics in the target areas.

#### **Intervention strategy and correlation between Objectives, Results and Activities:**

**SO1.** Increase awareness and reducing stigma associated with persons with psychosocial disabilities related to mental health conditions.

##### **Result R 1**

Recommendations on how to reduce stigma and discrimination related to the mental health sector are carried out and delivered to MoH to enable the creation of an inclusive mental health system.

**Activity 1.1.** Conduct an assessment on social stigma and its influence on people with psychosocial disabilities and the impact of the social attitudes towards persons with psychosocial disabilities on their rights, life and community inclusion, inclusive of a gender analysis.

(The analysis includes: the provided medical services, implementation of code of ethics by the workers, users' views and satisfaction).

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**Result R 2**

An advocacy and awareness campaign on psychosocial disabilities related to mental health is implemented in the target areas.

**Activity 2.1.** Conduct an advocacy and awareness campaign for the target community and accessible for persons with disabilities, about mental health, aimed to decrease social stigma and to strengthen legal responsibilities towards persons with psychosocial disabilities. (The campaign includes drafting of flyers, leaflets, posters and videos, all materials will be accessible to people with disabilities, in particular visual and auditory impairments).

**SO2.** Contribute to the reform of current laws and regulations to better serve persons with psychosocial disabilities related to mental health.

**Result R3**

Recommendations for the review of the “National Mental Health Policy” and of the “Mental Health and Substance Use Action Plan 2022-2026” are carried out.

**Activity 3.1.** Review the “National Mental Health Policy” and the “Mental Health and Substance Use Action Plan 2022-2026” and develop recommendations on psychosocial disabilities to MoH for a revision of both documents, using the rights-based approach according to the United Nations Convention on the Rights of Persons with Disabilities (CRPD) and including mental health and psychosocial disabilities.

**SO3.** Increase the capacities of organizations and health and social workers serving persons with psychosocial disabilities.

**Result R4**

Capacity of the sectoral institutions and health and social workers is improved.

**Activity 4.1.** Participation of around 15 high-level government officials and decision-makers involved in the revision of the mental health policy, including health professionals and heads of health centres, in a study visit to Trieste for a period of four days, to centres and other relevant organizations specialized in the field of not medicalized approach to mental health issues.

(The visit aims to give opportunity to the Jordanian officials to witness first-hand the process of transition from a medicalized approach to a right-based approach where patients are involved in a community system).

**Activity 4.2.** Provide 2 training programmes of 12 days each (basic and advanced) in Jordan to 130 health and social workers selected by the MoH and HCD (general practitioners, family physicians, nurses, midwives, etc.) on PHC that have already received the mhGAP training from MoH. (The training provides modules on: right-based approach; Law 20/2017; etiquette of effective communication with persons with different disabilities and includes role-play activities; mechanisms and processes of acquiring informed consent

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from persons with psychosocial disabilities or their guardians; accessibility and reasonable accommodations<sup>7</sup> and accessible formats).

**Activity 4.3.** Conduct 1 specialized training programme such as Applied Behavior Analysis (ABA) of 120 days on behavioral change aimed to improve communication with person with psychosocial disabilities and increase behaviors that are helpful and decrease behaviors that are harmful or affect learning, for 30 health workers (psychiatrists, physicians and nurses) and social workers from mental health clinics and hospitals.

**Activity 4.4.** Conduct 2 training workshops for organizations of persons with disabilities (ODPS) and the community-based organizations on peer-to-peer support and psychological services within the local community to ensure empowerment and access to information on the rights.

**SO4.** Strengthen the accessibility of infrastructure and inclusive services for people with psychosocial disabilities in 3 selected mental health clinics in the target areas.

#### **Result R5**

Accessibility to 3 selected mental health clinics of the target areas is improved.

**Activity 5.1.** Conduct site visits and implement renovations at the 3 mental health clinics in the Princess Basma Hospital in the governorate of Irbid.

#### **Result R6**

Developed and implemented a template for informed consent and Standard Operating Procedures (SOPs) for the 3 selected mental health clinics.

**Activity 6.1.** Develop, print and distribute an accessible document for health workers to use when obtaining and providing the informed consent of persons with psychosocial disabilities and/or their guardians.

**Activity 6.2.** Develop, print and distribute accessible Standard Operating Procedures (SOPs) procedures for out-patient clinics.

**Activity 6.3.** Provide 1 training of 2 days on the applications of the informed consent and SOPs for the personnel of 3 selected mental health clinics.

#### **Result R7**

Social inclusion of persons with psychosocial disabilities is strengthened in the target areas.

**Activity 7.1.** Conduct 6 workshops (arts, music, storytelling, handicrafts, etc.) in collaboration with local NGOs/CBOs in selected target areas to empower persons with disabilities and psychosocial disabilities.

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<sup>7</sup> Art. 2 of Law 20/2017

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The workshops act as support services and are aimed to strengthen open dialogue, access to information and social inclusion for persons with disabilities, and in particular psychosocial disabilities, at the community level. Transportation from remote areas will be ensured by the project.

### **Coherence and relevance of the Initiative in the local context**

Persons with psychosocial disabilities in Jordan are for the most part invisible in Jordan, due to the impact of social stigma and the potential bullying against them in schools, work or socially and within their neighborhoods or communities. Having said that, even for those who do have access to public mental health services are subject to harsh treatment, medication and forced hospitalization due to the lack of good practices and clear effective code of ethics.

Jordan's MOH operates a network of 383 primary health care (PHC) clinics, 111 comprehensive PHCs, 181 secondary PHCs, and 506 maternal/child health clinics.<sup>25</sup> Currently, 93 PHCs have integrated mental health in the services offered to beneficiaries, through mhGAP; however, only 6 out of the 93 PHCs have a pharmacy, with only one anti-psychotic risperidone, which is only available in UNRWA PHC who received mhGAP training. The only other medication available is one anti-depressant prozac.

In addition to PHCs, MoH has 52 clinics which are serviced by psychiatrics who can prescribe medications available at the MoH.

In addition, the two main public psychiatric hospitals in Jordan are in the city of Amman, one is the national center for mental health in Al-Fuhais area and the second is Al-Karama Center in Al-Muqabalain in the east of Amman. The both institutions provide in and outpatient services. For some cases, these two hospitals turned to be residential institutions as some people are hospitalized since 1980s. one of the observed institutional practices is that the national center for mental health diagnoses persons with intellectual disability which 'from our point of view' is inappropriate since this type of disability requires multidisciplinary team. WHO in cooperation with the ministry of health developed some clinics which provide good services for persons with psychosocial disability, these clinics are mostly centralized in Amman, some main public health centers also have psychiatric clinics, all these centers and clinics are with very limited technical and financial resources which has negative reflection on the quality for the provided services.

#### **Direct beneficiaries (nearly 500):**

- persons with mental health/psychosocial disabilities in the target areas
- all persons with psychosocial disabilities that are service users of the PCHs and secondary level facilities involved in the activities
- 130 health sector professionals, such as healthcare providers from MoH, Royal Medical Services (RMS), private and volunteer health care centers and

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mental health professionals,<sup>8</sup> and social workers operating in the PHCs and mental health facilities at the secondary level such as inpatient units and community mental health centers, who will receive trainings

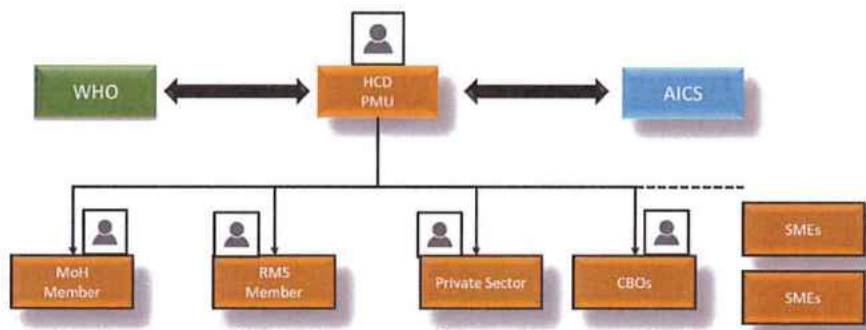
- 30 health workers (psychiatrists, physicians and nurses) and social workers from mental health clinics and hospitals that will benefit from training on behavioral change
- Service providers such as Organizations for PWDs (OPDs) and Community-Based Organizations (CBOs) to be identified during the assessment phase.

#### Indirect beneficiaries (nearly 2000):

- Family members of persons with psychosocial disabilities
- Communities of beneficiaries targeted by campaigns and distribution materials
- Members of the mental health community, who will benefit from strengthened mental health policy, services and procedures.

#### Executive responsibility:

The responsibility of entities involved in the implementation of this project is indicated in the diagram below:



HCD will lead the implementation with the support and supervision of AICS.

There will be two major stakeholders, at the national level: MoH and the RMS are the national stakeholders, as they are the main entities responsible for providing a wide range of health services for people living in Jordan.

Non-governmental stakeholders will also be involved in the following activities:

- Conduct case studies analysis and assessment
- Conduct an advocacy and awareness campaign
- Draft a disability inclusive version of the current “National Mental Health Policy” and “Mental Health and Substance Use Action Plan 2022-2026”.
- Conduct training programs for OPDs

<sup>8</sup> While there are no fixed numbers from the official stakeholders, HCD has attempted to provide rough estimates for the purpose of this proposal.

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- Conduct 6 workshops to strengthen open dialogue and social inclusion.

Among partner organizations and institutions, the following were identified:

**Trieste Local Health Care Agency n°1 Triestina , Italy**

The Trieste Local Health Care Agency n°1 Triestina and mental health departments and institutions collaborating with it adopt an approach of deinstitutionalization of mental health services and of developing comprehensive/integrated/person-centered community mental health services. Furthermore, the approach aims to strengthen the health workforce (i.e. planners and professionals) in relation to the adoption of recovery approaches, including alternatives for acute care (i.e. comprehensive community mental health centers, rehabilitation, social inclusion, deinstitutionalization, early intervention integrated network, and social enterprises/cooperatives).

**La Collina Cooperativa Sociale:**

The cooperative will act as a link for the visit to the Trieste Local Health Care Agency n°1 Triestina. Since 1988, La Collina has been creating and developing job opportunities for disadvantaged people in a wide range of services, such as tourist services, front and back-office services, as well as a successful model of integration of people affected by MNS disorders at a community level. Namely, La Collina offers jobs opportunities to vulnerable and fragile people affected by psychiatric disease, physical disabilities, drug addiction or legal problems, integrating the most marginalized segments of the society at a community level, whilst promoting social inclusion and human rights. In La Collina, more than 30% of workers are people in the care of the Mental Health Services, people who have been in jail, people who were drug addicted, and immigrants. Interaction with the beneficiaries of the services have ensured participation and have enhanced the social inclusion and human rights approach.

**Our Step Association for Mental Health:** Established in 2010 by the MOH and WHO, as a pioneer OPD working in advocacy and awareness on mental health, and the creation of policies inclusive of mental health issues and targeting persons with psychosocial disabilities.

**Families and Friends Society of Persons with Disabilities (FFSPD):** FFSPD is a pioneering Jordanian non-profit organization established in 1994 as a support and pressure group to promote the acceptance and empowerment of persons with disabilities (PWD) within their families and communities, as well as raising public awareness of their rights and dignity to enable their inclusion into society through equal opportunities, thus improving their quality of life. The society offers services to those who suffer moderate or multiple disabilities and are receiving no services due to the severity of their disability, age, or living distance from existing services. FFSPD also acts as a multi-faceted referral center. It provides innovative, cost-effective and sustainable initiative programs run by its professional motivated staff

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and volunteers, whilst partnering with professionals and coordinating with governmental and non- governmental organizations.

**MedeArts Network:** MedeArts Network was established as an initiative from the heart of the city of Irbid in early 2015, when a group of young men and women aspired to create a decentralized cultural system that includes employing culture and art to advocate for societal and human rights issues and promote freedom of expressions. MedeArts aims to create an environment where participants can experiment, research and learn from each other so to develop artists who will be the creative thinkers of the future. In addition, providing a supportive and vibrant artistic community where creativity can be nurtured while providing capacity building opportunities and helping participants to understand the art market and the world of the professional artist to enable them to make informed choices within their creative practice.

Additional organizations operating in the target areas will be identified, whereas needed.

### **Methodology of Implementation**

The methodology is participatory and includes all stakeholders, and based on the needs assessment.

Within three months of receiving the funds, HCD will present to AICS an Operational and Financial Plan, prepared with the supervision and technical assistance of AICS, in accordance with the activities planned and described in the Project Document and its Attachments.

A Steering Committee will support the project team through decision-making and action and will include representatives from the Italian Embassy, AICS Amman, HCD, MOH, as well as from other National counterparts whereas needed. Meetings of the Steering Committee will be held on a six-month basis, to report on progress against implementation and to discuss achievements and challenges.

In addition, technical committees including experts from the relevant counterparts will also be formed and functioning in the same participatory approach.

Procurement procedures will be conducted according to the local financial system and regulations and in accordance to the modalities indicated in the Agreement signed between the Parties.

Meetings and preparations will be carried out with all relevant stakeholders and the team assigned to work on the programme, together with HCD's Project Management Unit, and other relevant technical departments. Coordination with other institutional partners will be ensured, as well as compliance with National requirements.

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Communication and monitoring and evaluation teams will be formed to participate in implementation of relevant project activities.

### **Estimated budget**

The overall budget for the implementation of this initiative is 1,6M Euro, including 8% overhead. The budget breakdown is in Annex 1 and is calculated based on the initial estimations. Therefore, some items may be revisited during the course of the project implementation.

### **Sustainability:**

HCD will continue supporting the MoH with the revision of the “National Mental Health Policy” and the “Mental Health and Substance Use Action Plan” with technical advice and support per the access check reports on the implementation of renovations by the MoH authorities at other mental health clinics in the Country, as well as with awareness campaigns.

#### *Institutional sustainability:*

The exit strategy identifies elements of sustainability at an institutional level, thanks to the development, during the course of the project, of the management and technical skills of the actors involved and by supporting the active role of the CBOs and healthcare operators in the offer of services dedicated to the beneficiaries.

The aim is also to optimize public health and social resources, with the infrastructural adaptation of some already existing institutions (selected clinics), and skills development of personnel working in the sector of intervention (officials, health workers, staff of community centers).

#### *Environmental Impact:*

HCD will ensure that the project focused facilities are accessible to all people with disabilities using materials that have national and international specifications and standards, in addition HCD will make sure that these clinics are smoking free also have waste management system to preserve the environmental services. HCD will coordinate with MoH to have maintenance management in these clinics.

#### *Socio-economic impact:*

The project will have a positive social impact since it addresses social stigma and includes persons with psychosocial disabilities and relevant DPOs and NGOs. In addition, the project includes activities to enhance the social inclusion of persons

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with disabilities and their families. Once social status and attitudes towards persons with psychosocial disabilities are improved, this will reflect on their economic status as they will have more accessibility to mental health services in Irbid and therefore economic empowerment is expected as they may have better opportunities to work.

Gender perspective:

Gender mainstreaming is considered crucial by HCD, which will ensure that the rights of women with disabilities are integrated into all interventions under the project, and that both women and men have equal opportunities through participation to training courses or other related activities, based on the coding of integration by gender and age. A gender-sensitive approach will be included in the monitoring phase, thanks to the collection of gender-specific data that can go beyond disaggregation by sex, but also age and economic background data, while also ensuring that women beneficiaries are consulted during the project phases and that the operational partner associations take into account the protocols for the protection of women and the needs of women at-risk groups. The evaluation phase will include the gender perspective and will also provide recommendations related to gender inclusion. Furthermore, the HCD will engage the Women's Committee, recently established within the HCD, to ensure the involvement of women.

**Risk Analysis:**

#	Risk Description	Risk Field	Risk Level	Effect on Objectives How would the risk impact project objectives?	Mitigation measures
1	Potential legal processes to obtaining funding	Procedural	Low	delays in the implementation	Studying the legislation environment and laws related to financial matters by HCD legal adviser. Continuous coordination with the Ministry of Planning and International Cooperation (MoPIC).
2	Potential delays in	Procedural	High	delays in the implementation	Proactive planning, procurement will be

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	governmental procurement and tendering processes				prepared in advanced.
3	Potential staff turnovers within partner organizations	Political	Medium	delays in the implementation	All project documentation templates and notes will be created and stored in our shared folder. New staff will be able to gain all information on the already performed tasks of the project instantly
4	Social stigma and perceptions toward of psychosocial disability	Social	High	Resistance towards the implementation of activities	Raising awareness of the surrounding environment for persons with disabilities and promoting confidentiality.
5	Distance of project geographical locations	Programmatic	Low	delays in the implementation	Continuous communication with HCD regional offices. Encourage effective communication through the adoption of tools and techniques.
6	Potential hesitance of persons with disabilities and representatives of their organizations	Social	High	delays in the implementation	Promote the concepts of trust, credibility, transparency, and confidentiality of information

#### M&E:

1 recruited M&E officer will work with the M&E Department at HCD on developing the M&E plan within three months after project implementation begins.

The monitoring and evaluation of the project activities will be conducted regularly according to the plan by the M&E Department at HCD, and will ensure that lessons

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learned are taken into account and lead to corrective actions. M&E will also be ensured through the regular Steering Committee meetings.

M&E will be conducted in compliance to HCD regulations and in line with international quality standards on a monthly basis, and focus on:

- Tracking the progress of activities implemented against the approved workplan and the indicators identified in the Logframe (Annex 1).
- Tracking the financial expenditures and ensure alignment between technical and financial components.
- Corrective actions based on lesson learnt.

The reporting and auditing of the project will be conducted according to the Donor requirements and as stated in the Agreement that will be signed between the Parties.

### **Communications:**

The communication team at HCD will be responsible of documentation the project phases and ensure visibility of progress and achievement of the project, along with the visibility of the donor. AICS logo will be included in all of the visibility materials and communications activities will be carried out according to AICS guidelines. A disclaimer will be agreed upon with the Donor and added to all of the publications and visibility materials.

Banners and posters with AICS' logos will be displayed at clinics and sites (CBOs and partner associations) so that beneficiaries and stakeholders are aware of the assistance provided by AICS. HCD will also organize field visits for representatives from AICS whenever required.

A video of about 3-5 minutes will be produced to give visibility to the project.

Regarding communication aimed at beneficiaries, HCD will ensure that all types of communication, and in particular the advocacy and awareness campaign aimed at the target community and the visibility materials produced, are accessible to people with disabilities, in particular visual and auditory impairments.

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### **Annexes**

Annex I. Budget\_AICS\_HCD

Annex. II Workplan\_AICS\_HCD

Annex III. Logical framework\_AICS\_HCD

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## Annex I

Description	%	Unit	Quantity	Unit cost (EUR)	Year 1	Year 2	Cost	notes	% over the direct costs
<b>R1. Recommendations on how to reduce stigma and discrimination related to the mental health sector are carried out</b>					75.000,00 €	0,00 €	<b>75.000,00 €</b>		5,06%
<b>Activity 1.1. Conduct an assessment on social stigma and its influence on people with psychosocial disabilities and the impact of the social attitudes towards persons with psychosocial disabilities on their rights, life and community inclusion, inclusive of a gender analysis.</b>					75.000,00 €	0,00 €	<b>75.000,00 €</b>		
A.1.1.1 Baseline assessment study and beneficiaries mapping outsourced		Study	1		20.000,00 €	0,00 €	20.000,00 €		
A.1.1.2 Organize focus groups and one-to-one meetings with relevant beneficiaries and stakeholders		Event	6	5.000,00 €	30.000,00 €	0,00 €	30.000,00 €		
A.1.1.3 Layout, printing and publication of findings (offline and online)		Publication	1		15.000,00 €	0,00 €	15.000,00 €		
<b>A.1.1.4 Integration of data into HCD data system</b>				Lumpsum	10.000,00 €	0,00 €	10.000,00 €		
<b>R2. An advocacy and awareness campaign on psychosocial disabilities related to mental health is implemented in the target areas.</b>					60.000,00 €	0,00 €	<b>60.000,00 €</b>		4,05%
<b>Activity 2.1. Conduct an advocacy and awareness campaign for the target community and accessible for persons with disabilities, about mental health, aimed to decrease social stigma and to strengthen legal responsibilities towards persons with psychosocial disabilities.</b>					60.000,00 €	0,00 €	<b>60.000,00 €</b>		
A.2.1.1 Campaign plan developed by an outsourced consulting company		Campaign plan	1	Lumpsum	20.000,00 €	0	20.000,00 €		
A.2.1.2 Implementation of the campaign plan and offline/online publication of campaign products				Lumpsum	40.000,00 €	0	40.000,00 €		
<b>R3. A review of the "National Mental Health Policy" and of the "Mental Health and Substance Use Action Plan 2022-2026" is carried out in coordination with the sectoral associations, and with the participation of persons with psychosocial disability and their families.</b>					150.000,00 €	0,00 €	<b>150.000,00 €</b>		10,13%
<b>Activity 3.1. Review the "National Mental Health Policy" and the "Mental Health and Substance Use Action Plan 2022-2026" and develop recommendations to MoH for a revision of both documents, using the rights-based approach and including mental health and psychosocial disabilities.</b>					150.000,00 €	0,00 €	<b>150.000,00 €</b>		
A.3.1.1 Review of the documents carried out by an outsourced consulting company				Lumpsum	60.000,00 €	0,00 €	60.000,00 €		
A.3.1.2 Conduct focus groups and meetings with relevant beneficiaries and stakeholders				Lumpsum	50.000,00 €	0,00 €	50.000,00 €		
A.3.1.3 Create a committee, conduct committee meetings to elaborate the recommendations for a revision of both documents				Lumpsum	25.000,00 €	0,00 €	25.000,00 €		
A.3.1.4 Draft and print a final document with recommendations for a revision of both documents				Lumpsum	15.000,00 €	0,00 €	15.000,00 €		
<b>R4. Improved capacity of the sectoral institutions and health and social workers.</b>					71.250,00 €	210.000,00 €	<b>281.250,00 €</b>		18,98%
<b>Activity 4.1. Participation of around 15 high-level government officials and decision-makers involved in the revision of the mental health policy, including health professionals and heads of health centres, in a study visit to Trieste for a period of four days, to centres and other relevant organizations specialized in the field of not medicalized approach to mental health issues.</b>		Visit/person	15	4.750,00 €	71.250,00 €	0,00 €	71.250,00 €		
<b>Activity 4.2. Provide 2 training programmes of 12 days each (basic and advanced) in Jordan to 130 health and social workers selected by the MoH and HCD (general practitioners, family physicians, nurses, midwives) on PHC that have already received the mhGAP training from MoH.</b>		Training	2	20.000,00 €	0,00 €	40.000,00 €	40.000,00 €		

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Activity 4.3. Conduct 1 specialized training programme such as Applied Behavior Analysis (ABA) of 120 days on behavioral change aimed to improve communication with person with psychosocial disabilities and increase behaviors that are helpful and decrease behaviors that are harmful or affect learning, for 30 health workers (psychiatrists, physicians and nurses) and social workers from mental health clinics and hospitals.		Training	1	Lumpsum	0,00 €	110.000,00 €	110.000,00 €		
A.4.3.1 Trainers for 120 days		Day	120	400,00 €	0,00 €	48.000,00 €	48.000,00 €		
A.4.3.2 Logistics, materials, rent of training location and transportation		Lumpsum		62.000,00 €	0,00 €	62.000,00 €	62.000,00 €		
Activity 4.4. Conduct 2 training workshops for organizations of persons with disabilities (ODPS) and the community-based organizations on peer-to-peer support and psychological services within the local community to ensure empowerment and access to information on the rights.		Training	2	30.000,00 €	0,00 €	60.000,00 €	60.000,00 €		
R5. Access to 3 selected mental health clinics of the target areas is improved.					250.000,00 €	0,00 €	250.000,00 €		16,88%
Activity 5.1. Conduct site visits and implement renovations at the 3 mental health clinics in the Princess Basma Hospital in the governorate of Irbid.				lump sum	250.000,00 €	0,00 €	250.000,00 €		
R6. Developed and implemented a template for informed consent and Standard Operating Procedures (SOPs) for the 3 selected mental health clinics.					60.000,00 €	72.000,00 €	132.000,00 €		8,91%
Activity 6.1. Develop, print and distribute an accessible document for health workers to use when obtaining and providing the informed consent of persons with psychosocial disabilities and/or their guardians.					10.000,00 €	0,00 €	10.000,00 €		
Activity 6.2. Develop, print and distribute accessible Standard Operating Procedures (SOP) procedures for out-patient clinics.		SOP	1		50.000,00 €	0,00 €	50.000,00 €	outsourced	
Activity 6.3. Provide 1 training of 2 days on the applications of the informed consent and SOPs for the personnel of 3 selected mental health clinics.		Workshop	6	12.000,00 €	0,00 €	72.000,00 €	72.000,00 €		
R7. Social inclusion of persons with psychosocial disabilities is strengthened in the target areas					0,00 €	125.000,00 €	125.000,00 €		8,44%
Activity 7.1. Conduct 6 workshops (arts, music, storytelling, handicrafts, etc.) in collaboration with local NGOs/CBOs in selected target areas to empower persons with disabilities and psychosocial disabilities.					0,00 €	125.000,00 €	125.000,00 €		
A.7.1.1 Outsourcing to local NGOs/CBOs		Workshop	6	17.000,00 €	0,00 €	102.000,00 €	102.000,00 €		
A.7.1.2 Logistics and transportation for the beneficiaries		Lumpsum		23.000,00 €	0,00 €	23.000,00 €	23.000,00 €		
Communication & Visibility					15.000,00 €	15.923,96 €	30.923,96 €		2,09%
Graphics, photo and video materials					5.000,00 €	5.923,96 €	10.923,96 €		
Production of visibility materials					10.000,00 €	10.000,00 €	20.000,00 €		
Evaluation & Auditing					0,00 €	16.000,00 €	16.000,00 €		1,01%
Final evaluation	100%				0,00 €	5.000,00 €	5.000,00 €		
External Audit	100%				0,00 €	10.000,00 €	10.000,00 €		
Project Management					14.181,50 €	170.178,00 €	170.178,00 €	340.356,00 €	22,97%
Project manager	100%	month	12	2.316,50 €	27.798,00 €	27.798,00 €	55.596,00 €		
Project officer	100%	month	12	1.977,50 €	23.730,00 €	23.730,00 €	47.460,00 €		
Field coordinator	100%	month	12	5.932,50 €	71.190,00 €	71.190,00 €	142.380,00 €	3 coordinators	
Accountant department	100%	month	12	1.977,50 €	23.730,00 €	23.730,00 €	47.460,00 €		
M&E and reporting officer	100%	month	12	1.977,50 €	23.730,00 €	23.730,00 €	47.460,00 €		
Operating costs					21.951,52 €	0,00 €	21.951,52 €		1,48%
Small equipment (laptop)		laptop	6	1.200,00 €	7.200,00 €	0,00 €	7.200,00 €		
Interactive screen		screen	1	7.711,52 €	7.711,52 €	0,00 €	7.711,52 €	The interactive screen is for the trainings and meetings to be conducted as part of the project	
Printers		printer	3	500,00 €	1.500,00 €	0,00 €	1.500,00 €		
Tablets		tablet	2	1.100,00 €	2.200,00 €	0,00 €	2.200,00 €		
Transportation (fuel, etc.)		Lumpsum		3.340,00 €	3.340,00 €	0,00 €	3.340,00 €		
Sub-total					873.379,52 €	608.101,96 €	1.481.481,48 €		100,00%
Overhead (8% of the sub-total)					69.870,36 €	48.648,16 €	118.518,52 €		
Total					943.249,88 €	656.750,12 €	1.600.000,00 €		

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Annex III

	Intervention logic	Indicators	Sources	Assumptions
<b>General Objective</b>	Contribute to improving mental health care policies and services for persons with psychosocial disabilities.	# of amendments on the strategic policy documents relating to mental health care. Baseline: 2 Target: 3	Policy documents Final evaluation Reports	
		# of renewed clinics for persons with psychosocial disabilities in the target governorates. Baseline: 0 Target: 3	Field evaluation	
<b>Specific Objectives</b>	<b>SO 1)</b> Increase awareness and reducing stigma associated with persons with psychosocial disabilities related to mental health conditions.	# of reports on stigma associated with psychosocial disabilities and mental health including recommendations to raise awareness. Baseline: 0 Target: 1	Final report of the consultant. Data analyzed.	<ul style="list-style-type: none"> <li>• Access to mental health service providers achieved.</li> <li>• Data and information available.</li> <li>• Approvals granted.</li> </ul>
	<b>SO 2)</b> Contribute to the reform of current laws and regulations to better serve persons with disabilities, particularly	# of reviewed laws and regulations Baseline: 0 Target: 10	Final recommendations of the technical committee.	<ul style="list-style-type: none"> <li>• Approvals granted.</li> <li>• Coordination among stakeholders.</li> <li>• International and/or national</li> </ul>

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	<p>psychosocial disabilities.</p> <p><b>SO 3)</b> Increase the capacities of institutions, organizations and health workers serving persons with psychosocial disabilities.</p>	<p># of suggested changes on current laws and regulations Baseline: 0 Target: 2</p> <p># of health and social workers trained Baseline: 0 Target: 130</p> <p># of newly accessible facilities and services Baseline: 0 Target: 3</p> <p># of trainings and workshops. Baseline: 0 Target: 6</p> <p>% of the population with access to information and inclusive services in the target areas. Baseline: 0 Target: 20%</p>	<p>Trainer evaluation forms. Training material. Site visits. Certifications from relevant entities.</p> <p>Technical access. Check reports.</p>	<ul style="list-style-type: none"> <li>• expertise obtained and solicited.</li> <li>• Adaptation of developed documents.</li> <li>• Approvals granted</li> <li>• Commitment of trainees</li> <li>• Access plans and tenders approved in a timely manner.</li> <li>• Budget available</li> <li>• Availability of Associations and CBOs that are working or interested in participating to inclusive workshops</li> </ul>
<p><b>Results</b></p>	<p><b>SO1)</b> <b>Result R 1</b> Recommendations on how to reduce stigma and discrimination related to the mental health sector are carried out and delivered to MoH to enable the creation of an inclusive mental health system.</p>	<p># of assessments on social stigma and its influence on people with psychosocial disabilities and the impact of the social attitudes Baseline: 0 Target: 1</p> <p># of recommendations on how to reduce stigma Baseline: 0 Target: 5</p>	<p>Feedback from stakeholders participating in consultations. Minutes of meetings of consultation groups. Results from the assessment.</p>	

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8

<p><b>Result R 2</b> An advocacy and awareness campaign on psychosocial disabilities related to mental health is implemented in the target areas.</p>	<p><b>Result R 2</b> An advocacy and awareness campaign on psychosocial disabilities related to mental health is implemented in the target areas.</p>	<p>% of increase of perception about stigma. Baseline: 0 Target: 20%</p> <p># of awareness campaigns. Baseline: 0 Target: 1</p> <p>% of stakeholder participation to campaigns Baseline: 0 Target: 20%</p> <p>% increase of knowledge on mental health issue for the stakeholders of the target areas Baseline: 0 Target: 20%</p>	<p>Design of documents and approvals. Documentation of campaigns in place.</p> <p>Participation sheet. Interviews.</p> <p>Final documents.</p> <p>Feedback from policy-makers.</p> <p>Participation sheet. Interviews.</p>	
<p><b>SO2)</b> <b>Result R3</b> Recommendations for the review of the "National Mental Health Policy" and of the "Mental Health and Substance Use Action Plan 2022-2026" are carried out.</p>	<p><b>SO2)</b> <b>Result R3</b> Recommendations for the review of the "National Mental Health Policy" and of the "Mental Health and Substance Use Action Plan 2022-2026" are carried out.</p>	<p># of new recommendations included in the Action Plan related to disability. Baseline: 0 Target: 3-5</p> <p># of approved amendments/documents Baseline: 0 Target: 2</p> <p># of association's participation in consultations. Baseline: 0 Target: 6 organizations</p>	<p>Visits sheet. Feedback documents from clinics. Interviews. Participation sheet. Interviews.</p>	
<p><b>SO3)</b> <b>Result R4</b> Capacity of the sectoral</p>	<p><b>SO3)</b> <b>Result R4</b> Capacity of the sectoral</p>	<p># of participants to the training</p>		

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9

	<p>institutions and health and social workers is improved</p> <p><b>SO4)</b> <b>Result R5</b> Accessibility to 3 selected mental health clinics of the target areas is improved.</p>	<p>programmes. Baseline: 292<sup>1</sup> Target: 422</p> <p># of newly accessible facilities and services Baseline: 0 Target: 3</p> <p># of persons with at least one visit per month for six months in the 3 clinics (continuity of visits after mental health-related services). Baseline: 0 Target: 80</p> <p>% use of SOP Baseline: 0 Target: 80%</p> <p>% use of template for informed consent Baseline: 0 Target: 80%</p> <p>% of persons with psychosocial disabilities and their families who benefit from the workshop Baseline: 0 Target: 60</p>	<p>Report from contractors. Approval from MoH.</p> <p>Visits sheet. Feedback documents from clinics.</p>	
<p><b>Activities</b></p>	<p><b>Activity 1.1.</b> Conduct an assessment on social stigma and its influence on people with</p>	<p><b>Result R6</b> Developed and implemented a template for informed consent and Standard Operating Procedures (SOPs) for the 3 selected mental health clinics.</p> <p><b>Result R7</b> Social inclusion of persons with psychosocial disabilities is strengthened in the target areas.</p>	<p>Reports from associations. Participation sheets. Interviews.</p>	

<sup>1</sup> A previous initiative funded by AICS and implemented by WHO in 2021-2022 delivered similar training to 292 health professionals in Mafraq, Ajloun, and Tafilah, in conjunction with ta mhGAP trainings conducted under the Spanish Cooperation project Ri'aya.

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10

	<p>psychosocial disabilities and the impact of the social attitudes towards persons with psychosocial disabilities on their rights, life and community inclusion, inclusive of a gender analysis.</p> <p>(The analysis includes: the provided medical services, implementation of code of ethics by the workers, users' views and satisfaction).</p> <p><b>Activity 2.1.</b> Conduct an advocacy and awareness campaign for the target community and accessible for persons with disabilities, about mental health, aimed to decrease social stigma and to strengthen legal responsibilities towards persons with psychosocial disabilities. (The campaign includes drafting of flyers, leaflets, posters and videos; all materials will be accessible to people with disabilities, in particular visual and auditory impairments).</p> <p><b>Activity 3.1.</b> Review the "National Mental Health Policy" and the "Mental Health and Substance Use Action Plan 2022-2026" and develop recommendations on psychosocial disabilities to MoH for a revision of both documents, using the rights-based approach according to</p>	<p>1 Project manager 1 Project officer 3 Field coordinators 1 Accountant department 1 M&amp;E and reporting officer</p> <p>Salaries inclusive of social security.</p> <p>3 international trainers and/or experts/consultants 3 national trainers</p> <p>HCD support team</p> <p>Procurement and equipment</p> <p>Out-sourced media consultations/services for design of campaigns/visibility materials.</p> <p>Tenders for accessibility renovations</p> <p>Committees formed.</p>		
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	<p>the United Nations Convention on the Rights of Persons with Disabilities (CRPD) and including mental health and psychosocial disabilities.</p> <p><b>Activity 4.1.</b> Participation of around 15 high-level government officials and decision-makers involved in the revision of the mental health policy, including health professionals and heads of health centres, in a study visit to Trieste for a period of four days, to centres and other relevant organizations specialized in the field of not medicalized approach to mental health issues.</p> <p>(The visit aims to give opportunity to the Jordanian officials to witness first-hand the process of transition from a medicalized approach to a right-based approach where patients are involved in a community system).</p> <p><b>Activity 4.2.</b> Provide 2 training programmes of 12 days each (basic and advanced) in Jordan to 130 health and social workers selected by the MoH and HCD (general practitioners, family physicians, nurses, midwives, etc.) on PHC that have already received the mhGAP training from MoH. (The training provides modules on: right-based approach; Law</p>			
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110

	<p>20/2017; etiquette of effective communication with persons with different disabilities and includes role-play activities; mechanisms and processes of acquiring informed consent from persons with psychosocial disabilities or their guardians; accessibility and reasonable accommodations and accessible formats).</p> <p><b>Activity 4.3.</b> Conduct 1 specialized training programme such as <u>Applied Behavior Analysis (ABA)</u> of 120 days on behavioral change aimed to improve communication with person with psychosocial disabilities and increase behaviors that are helpful and decrease behaviors that are harmful or affect learning, for 30 health workers (psychiatrists, physicians and nurses) and social workers from mental health clinics and hospitals.</p> <p><b>Activity 4.4.</b> Conduct 2 training workshops for organizations of persons with disabilities (ODPS) and the community-based organizations on peer-to-peer support and psychological services within the local community to ensure empowerment and access to information on the rights.</p> <p><b>Activity 5.1.</b> Conduct site visits and implement renovations at the 3 mental health clinics in the</p>			
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	<p>Princess Basma Hospital in the governorate of Irbid.</p> <p><b>Activity 6.1.</b> <u>Develop, print and distribute an accessible document</u> for health workers to use when obtaining and providing the informed consent of persons with psychosocial disabilities and/or their guardians.</p> <p><b>Activity 6.2.</b> <u>Develop, print and distribute accessible Standard Operating Procedures (SOPs)</u> procedures for out-patient clinics.</p> <p><b>Activity 6.3.</b> Provide 1 training of 2 days on the applications of the informed consent and SOPs for the personnel of 3 selected mental health clinics.</p> <p><b>Activity 7.1.</b> Conduct 6 workshops (arts, music, storytelling, handicrafts, etc.) in collaboration with local NGOs/CBOs in selected target areas to empower persons with disabilities and psychosocial disabilities.</p> <p>The workshops act as support services and are aimed to strengthen open dialogue, access to information and social inclusion for persons with disabilities, and in particular psychosocial disabilities, at the community level. Transportation from remote areas will be ensured by the project.</p>			
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## ANNEX 2

### ETHICAL CLAUSES AND GENERAL PRINCIPLES FOR PROCUREMENT AND EXECUTION OF CONTRACTS

The present Annex contains the ethical clauses and fundamental principles on procurement, drafting and execution of works, supplies and service procurement contracts foreseen in the Intergovernmental Agreement. All matters not expressly mentioned in the present Annex shall be regulated by the applicable law established by the Agreement.

#### 1. CONTRACTOR'S REQUIREMENTS

1.1 Unless differently stated in the Agreement, procurement procedures are open to EU economic operators, operators falling in the conditions set out by art. 25 of the EU/2014/24 Directive and operators fulfilling requirements and qualifications for contracts according to their National law.

1.2 The Contracting Authority may request all tenderers to fulfil one or more requirements to take part in public procurement, provided that such requirements are relevant and proportionate to perform the contract to an appropriate quality standard.

1.2.1 *Economic and financial capacity.* The Contracting Authority may impose conditions for participation to guarantee that economic operators possess economic and financial capacity to perform the contract. To that end, the Contracting Authority may request in particular that economic operators have a minimum yearly turnover. The Contracting Authority may not request a minimum yearly turnover exceeding the double of the estimated contract amount, except in cases duly justified by the special risks related to the nature of the works, services or supplies. Where a contract is divided into lots, this Article shall apply in relation to each individual lot. However, the contracting authority may set the minimum yearly turnover that economic operators are required to have by reference to groups of lots in the event that the successful tenderer is awarded several lots to be executed at the same time.

1.2.2. *Professional and technical capacity:* Contracting authorities may impose requirements ensuring that economic operators possess the necessary human and technical resources and experience to perform the contract to an appropriate quality standard. Contracting authorities may require, in particular, that economic operators have a sufficient level of experience demonstrated by suitable references from contracts performed in the past. In procurement procedures for supplies requiring siting or installation work, services or works, the professional ability of economic operators to provide the service or to execute the installation or the work may be evaluated with regard to their skills, efficiency, experience and reliability

1.2.3 *Qualifications for professional activities:* With regard to suitability to pursue the professional activity, contracting authorities may require economic operators to be enrolled in one of the professional or trade registers kept in their State of establishment.,

1.2.3 Tender documents shall indicate the required conditions of participation which may be expressed as minimum levels of ability, together with the appropriate means of proof.

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1.4 Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

1.5 . In the case of works contracts, service contracts and siting or installation operations in the context of a supply contract, contracting authorities may require that certain critical tasks be performed directly by the tenderer itself or, where the tender is submitted by a group of economic operators , by a participant in that group .

1.6 Economic operators falling in one or more of the following conditions are excluded from participation in public procurement ,and cannot be awarded a contract:

1.6.1 they have been the subject of a conviction by final judgment for one of the following reasons, as defined by art. 57 of the EU/2014/24 directive: participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities, money laundering or terrorist financing, child labor and other forms of trafficking in human beings;

1.6.2 they have been the subject of a conviction by final judgment for any other crime having as a consequence the incapability of contracting with public Authorities, either in the country where they are established or in one of the country Parties of the Agreement;

1.6.3 they are in serious breach of their obligations relating to the payment of taxes or social security contributions because they have been the subject of a conviction by final judgment or a binding final administrative decision in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.4 they are in serious breach ,demonstrated by any appropriate means of their legal obligations on health and social security, environment, welfare and labor , in in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.5 either they are subject of a proceeding to declare, or they are in one of the following conditions : bankrupt, or being wound up, insolvent, or are having their affairs administered by the liquidator or by the courts, or have entered in an arrangement with creditors, with or without suspending their business activities, or are in an analogous situation;

1.6.6 the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;

1.6.7 they, or the members of the group to which they belong, their partners in joint ventures or groups or their subcontractors, are in conflict of interest linked to their prior involvement in the procurement procedure, having provided consultancy to the contracting authority or having been involved in the preliminary phases of the procurement procedure;

1.6.8 they have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, they have withheld such information to one of the Parties of the Agreement or they are recorded in the register kept by the Observatory of the Italian Anticorruption Authority for submission of false documents or false information in order to obtain qualification for their professional activity;

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1.6.9 They have been convicted by a judgement for terrorism, or participation to a criminal organization, having as a consequence loss, suspension or ban from participating in public procurement procedures;

1.6.10 They have been banned from being awarded a public procurement contract by a binding final administrative decision (as a consequence of a final judgement on a crime), in the State of the Donor or of the contracting authority of in the country where they are established;

1.6.11 They are in breach of their obligations related to prohibition of fictitious transfer of ownership to trustees on a fiduciary basis, regarding control of fictitious transfer of ownership to third parties either in the State of the Donor or of the contracting authority or in the country where they are established;

1.6.12 They are not compliant with their obligations concerning working rights of people with disabilities in the State of the contracting authority;

1.6.13 They are in control of any other tenderer participating to the same procurement procedure, or they exert a decisive influence on the other tenderer implying that their tenders are attributable to one and only decision making management structure;

1.6.14 They have hired, as employees or consultants, former employees of the contracting authority whose contract is expired form less than three years, in case those former employees, within the last three years, had decision-making powers on behalf of the contracting authority in awarding contracts to themselves.

1.7 An economic operator shall also be excluded when a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein falls under of the conditions set out in par. 1.6.

## **2. CHOICE OF CONTRACTORS**

2.1 Award and execution of works, supply and service contracts and concessions guarantee performance quality and respect of cost effectiveness, efficacy, promptness, and fairness. In contracts and concession awards, contracting authorities abide also to the principles of free competition, non-discrimination, transparency, proportionality and publicity. Whenever allowed by the applicable law, upon criteria expressly mentioned in the tender documents, inspired by social needs, protection of health, environment, cultural heritage and sustainable development, also in energy. Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner.

2.2 The design of the procurement shall not be made with the intention of artificially narrowing competition with the intention of unduly favouring or disadvantaging certain economic operators .or certain works, suppliers or services.

2.3 Criteria for choosing participants to public procurement procedures shall not discriminate micro, small and medium enterprises.

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2.4. Bidding documents shall specify the financial resources available for the contract to be awarded, and the maximum amount of the auction.. Any offer above that amount shall be automatically excluded.

2.5 Award procedures shall be cancelled if there are fewer than three eligible candidates./bidders. Whenever objective market conditions reasons render highly unlikely submission of three valid offers, tender documents may allow award in presence of one or two valid eligible offers.

2.6 Each bidder may submit only one offer. When submitting their tender, bidders declare not to have any conflict of interest and not to have any specific connection to other tenderers or to other parties involved in the procurement procedure.

2.7 Tender documents only may authorise or require tenderers to submit variants. Variants shall not be authorised without such indication. Variants shall be linked to the subject-matter of the contract.

2.8 Whenever the Agreement requires a no-objection on procurement procedures by AICS, contracting authorities requests a bid guarantee amounting to 2% of the maximum amount of the auction. Guarantees may be issued by a bank or a primary insurance company, shall be effective upon complying demand of the contracting authority simply stating that the contractor is in breach of his obligations and must contain an express waiver to the right to enforce the prior payment of the original debtor. The guarantee shall be requested if the contract is not stipulated due to the fault of the contractor.

### 3. CONTRACT EXECUTION

3.1 Contracts awarded after a no-objection by AICS shall be guaranteed by a performance bond, normally equal to 10%.of the contract price. Guarantees may be issued by a bank or a primary insurance company, shall be effective at first demand of the contracting authority and must contain an express waiver to the right to enforce the prior payment of the original debtor. Guarantees shall also be payable upon fraud or grave misconduct of the contractor. Performance bonds are progressively reduced during contract execution, and anyway up to maximum 80% of the amount of the guarantee. The remaining 20% shall be released upon verification of regular execution of the contract.

3.2 Contracts can be modified during their term with the prior approval of AICS, pursuant to art. 72 of the EU/2014/24 directive. Anyway, any increase in price shall not exceed the total amount budgeted in the Agreement. The approval of modifications can be denied if they make impossible or highly unlikely completion of other activities of the initiative regulated by the Agreement. Contractors shall not be entitled to any payment or reimbursement whatsoever for expenses deriving from activities carried out without AICS' prior approval. Upon AICS' or the contracting authority's request, contractors may be asked to restore, at their own expense, the original state before the unauthorized modification.

3.3 The contracting authority may, if during the contract term it becomes necessary increase or reduce the total contract amount up to 20% , ask fulfillment at the same conditions of the original contract. Contractors shall not be allowed to terminate the contract.

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3.4 Contacts may not be assigned to third parties. In case of assignment, the contract shall be automatically terminated. Assignment can be allowed, upon AICS' prior approval, only if a new contractor replaces the previous as a consequence of universal or partial succession into the position of the initial contractor, due to death, corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established provided that this does not entail other substantial modifications to the contract and is not aimed at circumventing application of the present Annex;

3.5 Contracts' duration can only be extended during their term of execution, if an option to extend duration is expressly included in the original contract and in tender documents.. In that case, contractors are bound to perform at the same prices and conditions of the original, or the most advantageous for the contracting authority.

3.6 Without prejudice to fulfilment of obligations regarding traceability of financial flows, as per the following paragraph 3.10, handover of credits deriving from a procurement, design contest or concession contract are considered effective by the Italian Government only upon AICS prior approval.. In any case, the contracting authority reserves the right to object to the assignee all exceptions applicable to the original contractor pursuant to the works, supply, service, or design contract signed by the latter.

3.7 Contractors who have been awarded a design contract are responsible for damages caused to the contracting authorities for errors or omissions in their design. In case of design or works procurement contracts, contractors are responsible for delays and additional expenses caused by deficiencies in the original design.

3.8 Subcontracting is allowed only up to 30% of the contract amount. Tender documents shall indicate conditions for subcontracting. Tenderers shall declare, in their bids, which supplies, services or works they intend to subcontract. Successful tenderers submit all subcontracts to the contracting authorities before the performance of the subcontract commences. Main contractors are fully responsible to the contracting authority for the entire contract. Subcontractors have to fulfill all requirements as per par. 1.2 in relation to the subcontract and must not fall under any grounds for exclusion under paragraphs 1.6 and 1.7 above. Tenderers or main contractors shall replace all subcontractors incurring in any ground for exclusion.

3.9 Contract prices are expressed and paid in Euro, or in the currency otherwise expressly mentioned in the Agreement. Exchange risks and variations shall not be subject to any compensation whatsoever.

3.10 Payments shall be traceable, according to deadlines foreseen in the contract and taking into account the actual progress in performance. The Italian Government makes payments to the other Party, as foreseen in the Agreement, exclusively on a dedicated bank account. In all contracts a specific clause obliges the contracting authorities, main and subcontractors to use the dedicated account for all payments.

3.11 Contracts are automatically terminated if contractors are subject of proceedings for bankruptcy, for winding up, for having their affairs administered by the court, or are in an arrangement with creditors, or for any similar procedure provided for in their National law.

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3.12 In case of willful misconduct or serious fault, contractors' liability may not be limited.

3.13 Contract execution shall be governed by the law of the contracting authority, unless differently foreseen in the Agreement or in this Annex.

3.14 Disputes arising between the contractors and the contracting authority shall not be subject to the jurisdiction of the Italian courts.

#### **4. ELIGIBLE AND INELIGIBLE COSTS**

4.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

4.2 In any case, the following items shall not be considered eligible:

4.2.1 voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

4.2.2 goods, services and civil works directly or indirectly connected to military activities;

4.2.3 non-income / non-profit taxes (including VAT) and import duties eventually due in the country of the contracting authority;

4.2.4 provisions for outstanding debts and future losses of the beneficiary or the final users;

4.2.5 interests owed by the contracting authority or the final users to any third party.

#### **5. ETHICAL CLAUSES**

5.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

5.2 Contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project.

5.3 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

5.4 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on labour unions and the protection of labour unions' rights, and on freedom of association and collective bargaining; elimination of forced and compulsory labour, as integrated by the 2014 Protocol; elimination of discrimination in respect of employment and occupation; convention on the

protection of maternity, the convention on safety and health in agriculture, and the abolition of child labour).

5.5 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

5.6 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

5.7 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, or in case a conflict of interest arises, they inform the contracting authority with no delay. The contracting authority may terminate the contract without further notice and without the supplier having any claim to compensation.

5.8 Either MAECI- DGCS or AICS reserve the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

5.9 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

5.10 Contractors undertakes to supply the AICS on request with supporting evidence regarding the conditions in which the contract is being executed. The Italian competent authorities may carry out whatever documentary or on-the-spot checks it deem necessary to find evidence in cases of suspected unusual commercial expenses or suspect corruptive practices.

5.11 Contractors found to have paid unusual commercial expenses on Projects funded by the AICS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Italian government's funds.

5.12 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other Italian-funded contracts, and in penalties foreseen in the contract. The individual or company in question must be informed of the fact in writing.

5.13 It is the obligation of the contracting authority to make sure that procurement procedures are concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

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