Strategic Climate Fund
Pilot Program for Climate Resilience
Grant Agreement

(Strengthening Hydro-Meteorological Services Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund

Dated July 21, 2015
AGREEMENT dated 2015, entered into between the REPUBLIC OF HAITI ("Recipient"); and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an implementing entity of the Pilot Program for Climate Resilience ("PPCR") under the Strategic Climate Fund.

The Recipient and the World Bank hereby agree as follows:

**Article I**
**Standard Conditions; Definitions**


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

**Article II**
**The Project**

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through its Ministry of Agriculture, Natural Resources and Rural Development ("MARNDR"), in accordance with the provisions of Article II of the Standard Conditions.

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

**Article III**
**The Grant**

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to five million United States Dollars ($5,000,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

(a) The Recipient’s Strategic Program for Climate Resilience (“SPCR”) has been amended, suspended or abrogated so as to affect materially and adversely, in the opinion of the World Bank, the execution of the Project.

(b) The World Bank has determined after the Effective Date referred to in Section 5.01 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s rights to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

(b) The Project Operations Manual has been adopted by the Recipient in a manner acceptable to the World Bank.

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

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04 Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (Effectiveness Deadline), unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.

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

Ministry of Economy and Finance
5, Avenue Charles Sumner
Port-au-Prince
Republic of Haiti

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INDEVAS
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Port-au-Prince, Republic of Haiti, as of the day and year first above written.

REPUBLIC OF HAITI

By

[Signature]

Authorized Representative

Name: [Name]
Title: [Title]

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as an Implementing Entity of the Pilot for Climate Resilience under the Strategic Climate Fund

By

[Signature]

Authorized Representative

Name: [Name]
Title: [Title]
SCHEDULE 1
Project Description

The objective of the Project is to strengthen the Recipient's institutional capacity to provide hydro-meteorological and climate information services customized to the needs of the civil protection and agriculture sectors, which contributes to increasing disaster and climate resilience.

The Project consists of the following parts:

**Part 1. Institutional strengthening of the hydro-meteorological services and development of data management tools**

1.1. Institutional strengthening, capacity building and partnership development
Provision of support, *inter alia*, for:

1. Carrying out technical assistance to develop a long-term strategy based on sustainable financing and staffing model for the national entity that will be responsible for the development, operation and maintenance of all hydro-meteorological services.

2. Carrying out training and knowledge exchange programs to develop data management capacity of the producers and users of hydro-meteorological data.

3. Developing applications and applied research programs aimed at supporting students and/or young professionals selected in accordance with the criteria set forth in the Project Operations Manual in carrying out field work to improve hydro-meteorological and climate data collection and management.

1.2. Strengthening Inter-Institutional data sharing and coordination
Provision of support, *inter alia*, for:

1. Designing a central data platform for hydro-meteorological data integration based on an open data approach through: (i) the carrying out of a country-wide, geo-referenced baseline assessment of hydro-meteorological equipment; (ii) the proposal for an optimal network, which would meet priority national needs while taking into account the maintenance and operational budget; (iii) the development of the architecture and technical specifications of a data platform capable to gather data from all existing hydro-meteorological sensors and feed in real-time several user-specific interfaces; and (iv) the development of standard procedures for equipment and data management.

2. Developing specialized interfaces based on a geographical information system for select end-users to allow them access to hydro-meteorological information.
3. Carrying out training for hydro-meteorological data producers and users on the use and maintenance of equipment and management of the online data management platform, including the specialized interfaces.

4. Repairing, replacing or upgrading existing hydro-meteorological equipment throughout the Recipient’s territory based on the assessment carried out in Part 1.2.1 above.

**Part 2. Identifying hydro meteorological and climate services’ requirements for select end-users and developing information services to support decision making**

Provision of support for, *inter alia*:

1. Scoping hydro-meteorological information requirements of end-users, pursuant to methodology and selection criteria set forth in the Project Operational Manual.

2. Updating operating procedures for the optimal use of hydro-meteorological services for agriculture and food security through, *inter alia*, the piloting of a pilot information service for farmers and other Food Security Stakeholders, designed taking into account the requirements from end-users from the food security and agricultural communities.

3. Updating operating procedures for the optimal use of hydro-meteorological services for civil protection through, *inter alia*, the piloting of an information service for civil protection and through the provision of expert assistance for early warning and emergency response in pilot zones.

4. Updating the estimated return period of selected weather hazards (including, *inter alia*, floods, wind storms, and storm surges) in order to facilitate the design of infrastructure and planning of development processes.

**Part 3. Project implementation, evaluation and monitoring and PPCR knowledge management**

Provision of support to MARND for Project implementation, management, procurement, and monitoring and evaluation.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall vest the overall responsibility for the implementation of the Project to MARNDR, including the responsibility for its monitoring and evaluation, procurement, financial management, administration and technical aspects. The Recipient shall ensure that MARNDR shall carry out the Project in accordance with the Operational Manual and this Agreement.

2. For purposes of carrying out the Project, the Recipient shall maintain at all times during Project implementation, professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the World Bank, to perform all functions related to the Project, including a Project coordinator.

3. The Recipient shall ensure that CNM and SNRE provide technical support to MARNDR during Project implementation.

4. The Recipient shall update the terms of reference of the Steering Committee to include the supervision of the Project and functions and composition in accordance with the Project Operational Manual, satisfactory to the World Bank.

B. Operational Manual

1. The Recipient shall prepare and maintain throughout Project implementation, an Operational Manual, satisfactory to the World Bank, which shall set forth rules, methods, guidelines, standard documents and procedures for the carrying out of the Project including \textit{inter alia}:

   (i) the detailed description of Project parts;
   
   (ii) the implementation arrangements and agreed guidelines for the parts of the Project;
   
   (iii) detailed Project cost estimates;
   
   (iv) the Project procurement plans;
   
   (v) the Environmental and Social Management Framework ("ESMF");
   
   (vi) guidelines for PPCR monitoring and evaluation, and reporting;
(vii) the administrative, accounting, auditing, reporting, financial, procurement and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;

(viii) the plan for the monitoring and supervision of the Project activities, including all environmental and social aspects in relation thereto; and

(ix) the performance indicators for the Project.

2. In the event that any provision of the Operational Manual shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

3. The Operational Manual may be amended from time to time only with the World Bank's prior written consent.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

D. Safeguards

1. The Recipient shall carry out the Project in accordance with the Environmental and Social Management Framework (“ESMF”). To this end, the Recipient shall ensure that if any activities included in the Project, pursuant to the ESMF, require the carrying out of an Environmental Management Plan (“EMP”), no such activities shall be implemented, unless and until, an EMP for such activities has been: (A) prepared, in accordance with the ESMF and furnished to the World Bank; (B) adopted in a manner acceptable to the World Bank; and (C) disclosed locally and publicly as required by the ESMF.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank upon request, reports, in form and substance satisfactory to the World Bank, on the status of compliance with the World Bank's Safeguard Policies, as appropriate: (a) measures taken in furtherance of the above-mentioned safeguard documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation; and, (c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall ensure that no Project activities involve Involuntary Resettlement.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

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

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

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

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

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

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

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by

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

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

B. Particular Methods of Procurement of Goods and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following method, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: Shopping.

C. Particular Methods of Procurement of Consultants’ Services

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

2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.
D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, non-consulting services, consultants’ services, Training and Operating Costs</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>5,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2020.
Section V. **Other Undertakings**

The Recipient undertakes to amend within four (4) months of Project effectiveness the existing contract for carrying out the audit of RESEPAG II’s financial statements so that it includes carrying out the audit for the Project, based on terms of reference acceptable to the World Bank. It being understood, however, that failure to amend the aforementioned contract does not constitute a waiver of the audit obligations of the Recipient under this Agreement.
APPENDIX

Definitions


2. “CNM” or “National Center for Meteorology” means the Recipient’s national center for meteorology, under MARNDR, or any successor thereto.

3. “CNSA” means the Recipient’s National Coordination for Food Security, within MARNDR, or any successor thereto.


5. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework prepared and published on MARNDR’s Website (http://agriculture.gouv.ht/view/01/?Cadre-de-Gestion-Environnementale) and the World Bank’s Infoshop, on March 25, 2015, satisfactory to the World Bank, describing environmental mitigation, monitoring and institutional measures required for the Project and to be taken to eliminate adverse environmental impacts, offset them, or reduce them to acceptable levels, as well as actions needed to implement said measures, including guidelines and procedures for the preparation of an EMP.

6. “Environmental Management Plan” or “EMP” means the Recipient’s environmental management plan to be prepared, published, made publicly available and discussed with stakeholders prior to commencement of works, satisfactory to the World Bank, setting forth the mitigation and monitoring measures required to be taken to avoid or minimize adverse environmental impacts, to be prepared and implemented in a manner fully consistent with the ESMF.

7. “Food Security Stakeholders” means farmers, decentralized structures of the MARNDR, the CNSA, and other relevant stakeholders contributing to monitoring and management of food security in the territory of the Recipient.

8. “Involuntary Resettlement” means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to
productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

9. “Ministry of Agriculture, Natural Resources and Rural Development” or “MARNDR” means the Recipient’s Ministry of Agriculture, Natural Resources and Rural Development, or any successor thereto.

10. “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred by MARNDR on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consultants’ services and salaries of officials of the Recipient’s civil service).

11. “Operational Manual” or “OM” means the Project operational manual, referred to in Schedule 2, Section I.B of this Agreement, prepared by the Recipient and setting forth, inter alia, details about the activities to be carried out under the Project, the policies, criteria and mechanisms, terms and conditions, institutional organization, implementation, financial management and procurement arrangements, etc., as the same may be amended from time to time in agreement with the World Bank.

12. “Pilot Program for Climate Resilience” or “PPCR” means, a funding window of the Climate Investment Funds (“CIF”).


15. “RESEPAG PIU” means the project implementation unit for the World Bank-financed Relaunching Agriculture: Strengthening Agriculture Public Services Project.

16. “SNRE” or “National Service for Water Resources” means the Recipient’s national service for water resources, under MARNDR, or any successor thereto.

17. “Steering Committee” means the Recipient’s committee referred to in Section I.A.4 of Schedule 2 to this Agreement.
18. "Strategic Program for Climate Resilience" or "SPCR" means the Recipient's strategy for climate resilience endorsed by the PPCR sub-committee on May 1, 2013.

19. "Training" means the reasonable costs, as shall have been approved by the World Bank, for training conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers and speakers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training course and preparation and implementation (but excluding goods and consultants' services).