Financing Agreement

(Statistical Capacity Building Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 28, 2017
GRANT NUMBER D1690-HT

FINANCING AGREEMENT

AGREEMENT dated February 15, 2017, entered into between the REPUBLIC OF HAITI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to three million eight hundred thousand Special Drawing Rights (SDR 3,800,000) ("Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient carry out the Project through IHSI, with the assistance of UNFPA, and in accordance with the provisions of Article IV of the General Conditions.
3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV—EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Agreement for the Provision of Technical Assistance has been signed between the Recipient and UNFPA in form and substance satisfactory to the Association; and

(b) the Operational Manual has been adopted by the Recipient in form and substance satisfactory to the Association.

4.02. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is ninety (90) days after the date of this Agreement.

4.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is fifteen (15) years after the date of this Agreement.

ARTICLE V—REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Minister of Economy and Finance.

5.02. The Recipient's Address is:

Ministère de l'Economie et des Finances
Palais des Ministères
5, Avenue Charles Sumner/Turgeau
Port-au-Prince
République d'Haïti
Facsimile: (+509) 229 917 32

5.03. The Association's Address is:

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

Telex: Facsimile:

248423 (MCI) 1-202-477-6391
AGREED at April 28, 2017, Port-au-Prince, Haiti, as of the day and year first above written.

REPUBLIC OF HAITI
By
Authorized Representative

Name: Jode Hilix Patrick Salomon
Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION
By
Authorized Representative

Name: Mary Barton-Doak
Title: Special Envoy
SCHEDULE 1

Project Description

The objectives of the Project are to assist the Recipient to: (i) produce, analyze, and disseminate the findings of the Fifth General Population and Housing Census; and (ii) strengthen the human and technological capacities of IHSI.

The Project consists of the following parts:

Part 1: Human Resources and Technology

Implementation of the following activities linked to the Fifth General Population and Housing Census and designed to strengthen the technical and managerial capacity of IHSI:

(a) the appointment of long-term and punctual expertise to support IHSI in managing the operation of the Fifth General Population and Housing Census;
(b) the recruitment of technical staff (statisticians and ICT specialists);
(c) on-the-job training for existing and new IHSI technical staff with a focus on learning-by-doing; and
(d) the upgrading of ICT systems, data management and archiving systems, and other equipment to meet the immediate needs of the Fifth General Population and Housing Census and for future surveys.

Part 2: Data Production, Dissemination and Use of Statistics

Implementation of the following activities designed to improve the quality, timeliness and usefulness of the data of the Fifth General Population and Housing Census, by assisting IHSI in the data collection phase, the citizen engagement, the training of IHSI staff, the purchase of equipment and the dissemination and the use of data.

2.1. Preparation of the Fifth General Population and Housing Census, including:

(a) piloting the Fifth General Population and Housing Census in four departments;
(b) designing a national communications campaign promoting the Fifth General Population and Housing Census and its impacts; and
(c) carrying out an awareness campaign to inform the population of the timetable for the implementation of the Fifth General Population and Housing Census and explain its contents.

2.2. Execution of the Fifth General Population and Housing Census and data collection, including the technical support and assistance with the management and monitoring of the collection of household data.
2.3. **Analysis and Dissemination and Use of Data**, including:

(a) post-Fifth General Population and Housing Census data collection to assess reliability and quality of collected data;

(b) production and public dissemination, in the press and on the Fifth General Population and Housing Census web portal, of preliminary report (aggregate data and maps);

(c) detailed analysis of the Fifth General Population and Housing Census data and production of detailed reports;

(d) production and public dissemination, in the press and on the Fifth General Population and Housing Census web portal, of the final report;

(e) calculation by the IHSI of vulnerability clusters for all Enumeration Areas;

(f) carrying out an audit of the Fifth General Population and Housing Census; and

(g) carrying out activities to foster the sustainability of the skills, tools, and competencies acquired by IHSI.

**Part 3: Project Management**

Support IHSI in their day-to-day functions: coordination, implementation and management (including, fiduciary aspects, monitoring and evaluation, carrying out of audits and reporting) of Project activities and results.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall:

(a) operate and maintain, throughout Project implementation, a Project Implementation Unit (the PIU) within IHSI, with qualified and experienced staff in sufficient numbers, as well as with adequate funds, facilities, services and other resources, and responsible for the procurement, financial management, and monitoring and evaluation aspects of the Project, all acceptable to the Association; and

(b) ensure that any staff of the PIU financed out of the proceeds of the Financing is selected and hired in accordance with Section III of this Schedule.

B. Operational Manual

1. The Recipient, through IHSI, shall carry out, and/or cause to be carried out, the Project in accordance with the Operational Manual, which consists of different schedules setting forth, respectively, rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

(a) the detailed description of Project implementation activities, their sequencing and the prospective timetable and benchmarks in relation thereto;

(b) the Project administrative, accounting, auditing, reporting, financial and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto in accordance with the UNFPA Policies and Procedures Manual;

(c) the plan for capacity building and training activities under the Project;

(d) the plan for the monitoring, evaluation and supervision of the Project; and

(e) the performance indicators for the Project.

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

3. The Operational Manual may only be amended from time to time in consultation with, and prior approval of, the Association.
C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Agreement for the Provision of Technical Assistance

1. To facilitate the carrying out of the Project, the Recipient shall enter into an agreement (the Agreement for the Provision of Technical Assistance) with UNFPA, and thereafter maintain the Agreement for the Provision of Technical Assistance during the implementation of the Project, on terms and conditions acceptable to the Association, including, inter alia: the Recipient’s obligation to make the proceeds of the Financing allocated to Category (1) available to UNFPA in order to assist the Recipient, through IHSI in the carrying out of the Project in accordance with the Anti-Corruption Guidelines and the Operational Manual.

2. The Recipient shall exercise its rights and carry out its obligations under the Agreement for the Provision of Technical Assistance in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Agreement for the Provision of Technical Assistance, or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six calendar months prior to the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the pertinent calendar semester, in form and substance satisfactory to the Association.

3. The Recipient shall have the Financial Statements for the Project audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of said Financial Statements shall cover the period of one calendar year. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Non-consulting Services.** All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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 and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods of procurement, other than International Competitive Bidding, may be used for goods and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

   (a) National Competitive Bidding;
   (b) Shopping;
(c) procurement under Framework Agreements in accordance with procedures, which have been found acceptable to the Association; and
(d) Direct Contracting.

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 of procurement, other than Quality and Cost-based Selection, may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

   (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) Single-source procedures for the Selection of Individual Consultants;
   (g) Selection of UN Agencies; and
   (h) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing (“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 SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Workshops and Operating Costs</td>
<td>3,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,800,000</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, except that withdrawals up to an aggregate amount not to exceed SDR 760,000 may be made for payments made prior to this date but in no case more than one year prior to the date of this Agreement for Eligible Expenditures under Category (1).

2. The Closing Date is December 31, 2021.
APPENDIX

Section I. Definitions

1. “Agreement for the Provision of Technical Assistance” means the agreement referred to in Section I.D.1 of Schedule 2 to this Agreement.


3. “Category” means the category set forth in the table in Section IV of Schedule 2 to this Agreement.


5. “Enumeration Areas” means a working zone attributed to each census agent for the collection of data under the Fifth General Population and Housing Census.

6. “Fifth General Population and Housing Census” means a census to be carried out in the Recipient’s territory by IHSI in cooperation with UNFPA under the Project.


8. “ICT” means information and communication technology.


10. “Operating Costs” means reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of, communication costs, office supplies and maintenance, minor office refurbishing, and equipment maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, (but excluding consultants’ services and salaries of officials of the Recipient’s civil service).
11. "Operational Manual" means the manual to be adopted by the Recipient in form and substance satisfactory to the Association, as referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Association.

12. "PIU" means the unit referred to in Section I.A of Schedule 2 to this Agreement, or any successor thereto acceptable to the Association.


14. "Procurement Plan" means the Recipient's procurement plan for the Project, dated January 19, 2017 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

15. "Training and Workshops" means the reasonable costs, as shall have been approved by the Association, for training and workshops, 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 and workshop facilities, preparation and reproduction of training materials, and other costs directly related to training course or workshop preparation and implementation (but excluding goods and consultants' services).
