FINANCING AGREEMENT

(Additional Financing for the Sustainable Rural and Small Towns Water and Sanitation Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated JUNE 29, 2017
FINANCING AGREEMENT

AGREEMENT dated JUNE 29, 2017, entered into between REPUBLIC OF HAITI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the activities related to the Original Project (as defined in the Appendix to this Agreement). 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, in the Appendix to this Agreement, or in the Original Financing Agreement, as the case may be.

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 fourteen million and six hundred thousand Special Drawing Rights (SDR 14,600,000) ("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 January 15 and July 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 shall: (a) cause DINEPA to carry out Parts 1 and 2 of the Project; and (b) carry out Part 3 of the Project through the Coordinating Authority, all 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 Subsidiary Agreement has been amended on behalf of the Recipient, and DINEPA, on terms and conditions acceptable to the Association.

(b) The Project Operations Manual has been revised, updated and adopted by the Recipient and DINEPA, in form and substance satisfactory to the Association.

4.02. The Additional Legal Matter consists of the following, namely that the amended Subsidiary Agreement, referred to in Section 4.01 (a) of this Agreement, has been duly authorized or ratified by the Recipient and DINEPA and is legally binding upon the Recipient and DINEPA in accordance with its terms.

4.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.04. 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 twenty 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
5, Avenue Charles Sumner
Port-au-Prince
Republic of Haiti

Facsimile: (509) 29 21003

5.03. The Association’s Address is:

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

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

REPUBLIC OF HAITI

By

Authorized Representative

Jude Aux Patrick Salomon
Name

MINISTER OF FINANCE
Title

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Mary A. Barton-Dock
Name

SPECIAL ENVOY
Title
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) increase access to improved water supply and sanitation in targeted rural areas and small towns in zones affected by cholera; (b) strengthen the Recipient’s water and sanitation service delivery mechanism at the deconcentrated level; and (c) improve the Recipient’s capacity to respond promptly and effectively to an Eligible Emergency.

The Project consists of the following Parts:

Part 1. Institutional Strengthening, Capacity Building and Project Management

1. Strengthening DINEPA’s capacity to develop and manage a national programming mechanism for deconcentrated WSS service delivery in rural areas and small towns, including: (a) establishing a national baseline of WSS coverage and services and a monitoring mechanism to update and use data for decision-making and planning; (b) developing a road map for universal WSS access by the year 2030; (c) developing a medium term expenditure framework for the WSS sector; (d) developing a 3-year rolling consolidated WSS program budget; (e) establishing a WSS sector coordination and joint performance mechanism to operationalize the WSS program budget review process; (f) defining a fecal sludge management service chain for rural areas and small towns; and (g) defining an institutional space and strategy for citizen engagement and gender mainstreaming in accordance with the criteria set forth in the Project Operations Manual.

2. (a) Strengthening the fiduciary, sanitation and social mobilization capacity of selected OREPAs in accordance with criteria set forth in the Project Operations Manual; and (b) financing the operating costs associated with the management of WSS assets and deconcentrated personnel in OREPAs, URDs and TEPACs selected pursuant to the criteria set forth in the Project Operations Manual.

3. Strengthening the local stakeholders (including, inter alia Local Operators, OPs, CAEPAs, and community members, all selected in accordance with criteria set forth in the Project Operations Manual) in rural and small towns of the Recipient to improve the sustainability of WSS service delivery through: (a) the carrying out of training in business plan preparation and access to financing for Local Operators; (b) the carrying out of training in the management and monitoring of rural and small town water supply systems and public sanitation facilities for Local Operators; (c) the provision of Sub-grants for the financing of toolkits and start-up funds for OPs; (d) the acquisition and installation of water meters; (e) the piloting of water source protection schemes with existing OPs; and (f) capacity building for community-based monitoring of WSS service delivery.
4. Supporting the design of a joint monitoring mechanism between the Recipient and the Dominican Republic (DR) to respond to trans-boundary pandemics and outbreaks of water-and excreta-related diseases.

5. (a) Supporting Project management, monitoring and evaluation; and (b) acquisition of equipment and financing of DINEPA’s Operating Costs.

**Part 2: Water Supply and Sanitation**

1. Increasing access to safe water and sanitation at the local level, through: (a) identifying priority works, developing preliminary and detailed engineering designs, conducting supervision of works and social mobilization activities, as well as carrying out construction and rehabilitation of water systems in the Selected Localities; (b) carrying out of small repairs and expansions of water supply networks to consolidate access to safe water in Selected Localities; and (c) implementing household level sanitation activities consisting of a community-based total sanitation approach, sanitation marketing, hygiene promotion and behavior change communication.

2. Increasing access to safe water and sanitation in selected schools, health facilities and public spaces through: (a) developing and implementing water supply solutions pursuant to a selection and needs criteria set forth in the Project Operations Manual; (b) constructing latrine blocks; and (c) establishing a sustainable management and maintenance model with the participation of the stakeholders involved.

**Part 3. Contingent Emergency Response (CER)**

Provision of support to respond to an Eligible Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall ensure that DINEPA shall operate throughout the implementation of the Project with functions and responsibilities acceptable to the Association, including with respect to: (a) the carrying out, monitoring, coordination, and supervision, of Project activities; and (b) the fiduciary, procurement, social, environmental, and administrative aspects of the Project.

2. The Recipient shall ensure that DINEPA shall appropriately coordinate implementation of the Project within its administrative departments so as to ensure all fiduciary and technical responsibilities are fully discharged by DINEPA, all in accordance with the Project Operations Manual.

B. DINEPA Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to DINEPA under an amended Subsidiary Agreement between the Recipient, acting through the MTPTC and the MEF, and DINEPA, under terms and conditions approved by the Association.

2. The Recipient shall cause DINEPA to coordinate the carrying out of Project activities with the support of the MTPTC, MSPP, MENFP, as needed, and the MEF, in a manner acceptable to the Association.

3. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement 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, terminate or waive the Subsidiary Agreement or any of its provisions.

C. Project Operations Manual

1. The Recipient shall amend, update and approve the Project Operational Manual, in form and substance satisfactory to the Association, and immediately thereafter shall cause DINEPA, to carry out the Project in accordance with said Project Operations Manual, which consists of different schedules setting forth 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 all Project activities, their sequencing and the prospective timetable and benchmarks in relation thereto, in particular in areas of the Recipient's territory affected by Hurricane Matthew;

(b) the Project administrative, financial, accounting, auditing, procurement and disbursement procedures, including all relevant standard documents, grievance mechanisms and a code of ethics and conduct;

(c) (i) the eligibility criteria for defining an institutional space and strategy for citizen engagement and gender mainstreaming under Part 1 (1) (g) of the Project; (ii) the eligibility criteria for selecting OREPAs, URDs and TEPACs participating under Part 1 (2) of the Project; (iii) the eligibility criteria for selecting OPs and for providing Sub-grants under Part 1 (3) (c) of the Project; (iv) a model Sub-grant Agreement; (v) the eligibility criteria for selecting localities participating under Part 2 (1) (b) of the Project; and (vi) the eligibility criteria for developing and implementing water supply solutions under Part 2 (2) (a) of the Project; and

(d) the monitoring indicators for the Project.

2. The Project Operations Manual may only be amended from time to time in consultation with, and after approval of, the Association. In case of any conflict between the terms of the Project Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

D. Sub-grants

1. For purposes of carrying out Part 1 (3) (c) of the Project, the Recipient shall cause DINEPA to: (i) select an OP in accordance with criteria and procedures acceptable to the Association, as set forth in the Project Operations Manual; and thereafter (ii) enter into a Sub-grant Agreement with the selected OP under terms and conditions acceptable to the Association, which shall include, inter alia, the following:

(a) the obligation of DINEPA to:

(i) make Sub-grants to OPs for Part 1 (3) (c) of the Project.

(ii) (A) suspend in whole or in part the right of the OP to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the OP's failure to perform any of its obligations under the Sub-grant Agreement; or (B) terminate the Sub-grant Agreement, as the case may be.
(iii) exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing; and

(iv) except as the Association shall otherwise agree, the Recipient and/or DINEPA shall not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any Sub-grant Agreement or any provision thereof.

(b) the obligation of the OP to:

(i) carry out water and sanitation service delivery in rural areas and small towns in the territory of the Recipient, and use the Sub-grant for the intended purpose with due diligence and efficiency and in accordance with the provisions of the Project Operations Manual, the Anti-Corruption Guidelines applicable to recipient of Grant proceeds other than the Recipient, and the Sub-grant Agreement; and

(ii) maintain adequate records and accounts, and make available such documentation to the Recipient and DINEPA and any other information that the Recipient and/or DINEPA may request in order to comply with its obligations under Section II of this Schedule.

E. Implementation Arrangements for Part 3 of the Project (Contingent Emergency Response)

1. In order to ensure the proper implementation of Part 3 of the Project ("CER Part"), the Recipient shall take the following measures:

(a) prepare and furnish to the Association for its review and approval, an operations manual ("CER Operations Manual") which shall set forth detailed implementation arrangements for the CER Part, including:

(i) designation of terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing the CER Part ("Coordinating Authority");

(ii) specific activities which may be included in the CER Part, Eligible Expenditures required therefore ("Emergency Expenditures"), and any procedures for such inclusion;

(iii) financial management arrangements for the CER Part;

(iv) a procurement plan with procurement methods and procedures for Emergency Expenditures to be financed under the CER Part;

(v) documentation required for withdrawals of Emergency Expenditures;

(vi) environmental and social safeguard management frameworks for the
CER Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CER Part;

(b) afford the Association a reasonable opportunity to review the proposed CER Operations Manual;

c) promptly adopt the CER Operations Manual for the CER Part as shall have been approved by the Association;

d) ensure that the CER Part is carried out in accordance with the CER Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

e) not amend, suspend, abrogate, repeal or waive any provision of the CER Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the CER Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the CER Part (and no activities shall be included in the CER Part) unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the CER Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CER Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

F. Anti-Corruption

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

1. The Recipient shall ensure that the Project is carried out in accordance with the ESMF and the RPF and any site-specific environmental management plan or resettlement action plan (RAP) to be developed and approved in accordance with the ESMF and RPF, respectively, all in a manner acceptable to the Association. The Recipient shall not amend, suspend or abrogate any of the provisions of the ESMF (or any environmental management plans prepared thereunder) or the RPF (or any resettlement action plans prepared thereunder) without the prior agreement of the Association.

2. Prior to the carrying out of any works under the Project, the Recipient shall cause DINEPA to: (a) carry out an environmental and social screening and assessment of the proposed activities; (b) carry out a resettlement screening and assessment of the proposed activities, if need be; and (c) as applicable, prepare plans for environmental management or resettlement, acceptable to the Association, all in accordance with the ESMF and the RPF.

3. The Recipient shall cause DINEPA to ensure that the contractors for civil works under the Project include the obligation of the relevant contractor to comply with, and implement, the relevant ESMF, RPF, environmental management plan, resettlement action plan, as applicable to such civil works commissioned or carried out pursuant to said contract.

4. The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Association’s Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

5. Without limitation to the provisions of Section I.G.3 of this Schedule 2, the Recipient undertakes that no physical or economic Involuntary Resettlement (as interpreted in accordance with the Association’s Operational Policy 4.12 (OP 4.12)) shall take place in connection with Project implementation without a specific RAP to be adopted by the Recipient in form and substance satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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 the indicators acceptable to the Association as set up in the Project Operations Manual. Each Project Report shall cover the period
of six months, and shall be furnished to the Association not later than forty-five days after the end of the period covered by such report.

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. The Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five days after the end of each fiscal semester, interim unaudited financial reports for the Project covering said semester, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each 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 Association not later than six months after the end of such period.

4. The Recipient shall not later than six (6) months after the Effective Date recruit an external auditor based on terms of reference acceptable to the Association to carry out the annual audits of such Financial Statements referred to in Section 4.09(b) of the General Conditions.

Section III. **Procurement**

A. All goods, works, non-consulting services and 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 the Procurement Regulations and the provisions of the Procurement Plan.

B. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for Part 3 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the procurement plan for the Eligible Emergency.

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 Investment Project Financing”
dated February 2017, 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, works, non-consulting services, consulting services and Operating costs for the Project</td>
<td>13,505,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures under the CER Part of the Project</td>
<td>1,058,500</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Resettlement compensation and assistance for Displaced Persons under Parts 2 and 3 of the Project</td>
<td>36,500</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,600,000</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:

(a) for payments made prior to the date of this Agreement; or

(b) under Category (2), for Emergency Expenditures, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:

(i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said
activities in the CER Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.E.3(b) of this Schedule 2;

(iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.E.2 of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the CER Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CER Operations Manual remain -- or have been updated in accordance with the provisions of Section I.E.1 of this Schedule so as to be appropriate for the inclusion and implementation of said activities under the CER Part.

2. The Closing Date is September 30, 2021.
APPENDIX
Definitions


3. “CAEPA” means Comité d’Approvisionnement en Eau Potable et Assainissement any of DINEPA’s Water and Sanitation Committees in the territory of the Recipient; and “CAEPAs” means, collectively, the plural thereof.

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

5. “CER” means Contingency Emergency Response, to be carried out, if needed, under Part 3 of the Project.

6. “CER Operations Manual” means the Recipient’s manual for the CER Part referred to in Section I.E(a) of Schedule 2 to this Agreement, to be adopted by the Recipient for the CER Part of the Project, in accordance with the provisions of said Section, as such manual may be amended from time to time with the prior written consent of the Association.

7. “CER Part” means Part 3 of the Project.

8. “Coordinating Authority” means the entity or entities designated by the Recipient in the CER Operations Manual and approved by the Association pursuant to Section I.E (a) (i) of Schedule 2 to this Agreement, to be responsible for coordinating the CER Part of the Project.


10. “Displaced Person” means a person who, on account of the execution of the Project had or would have been affected by an Involuntary Resettlement; and “Displaced Persons” means, collectively, all such Displaced Persons.
11. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient associated with natural or man-made crisis or disaster.

12. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CER Operations Manual in accordance with the provisions of Section I.E.1(a)(ii) of Schedule 2 to this Agreement and required for the activities included in the CER Part of the Project.

13. “ESMF” means the Recipient’s framework for the environmental and social management of the Project acceptable to the Association dated February 14, 2017 and updated and disclosed on May 5, 2017, as adopted and disclosed by the Recipient and DINEPA in a manner acceptable to the Association, and published and made available to the public on DINEPA’s website at http://www.dinepa.gouv.ht and through the Association’s Infoshop, which contains, inter alia, guidelines for the carrying out of environmental assessments and for the preparation and implementation of environmental management plans, when applicable, as such framework may be amended from time to time with the prior agreement of the Association.


15. “Hurricane Matthew” means a category IV hurricane that hit the Recipient’s territory on October 4, 2016.

16. “Involuntary Resettlement” means the impact of: (a) an involuntary taking of land under the Project, which taking causes Displaced Persons to have their: (i) income source or means of livelihood adversely affected (whether or not the affected persons must move to another location); 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; or (b) an involuntary restriction of access to legally designated parks and protected areas (including reserves) which causes an adverse impact on the livelihoods of the Displaced Persons.

17. “Local Operator” means any of the OPs or CAEPAs, (in the case a CAEPA is designated as the operator of the water supply and sanitation facility), in the territory of the Recipient.

18. “MEF” means Ministère de l’Economie et des Finances, the Recipient’s Ministry of Economy and Finance, or any successor thereto.
19. “MENFP” means Ministère de l'Éducation Nationale et de la Formation Professionnelle, the Recipient’s Ministry of Education and Vocational Training or any successor thereto, or any successor thereto.


22. “OP” means Opérateur Professionnel, an individual professional operator of a water supply system or sanitation facility in the territory of the Recipient, pursuant to a delegation of services contract signed among the OP, the local CAEPA and DINEPA; and “OPs” means all such operators participating in the Project.

23. “Operating Costs” means reasonable and necessary incremental expenses incurred on account of Project implementation, including office supplies, vehicle operation and maintenance, insurance costs, bank charges, office administration costs, utilities, travel, per diem and supervision costs and salaries of locally contracted employees (excluding salaries of the Recipient’s civil service staff), as approved by the Association.

24. “OREPA” means Office Régionale de l’Eau Potable et de l’Assainissement, any of DINEPA’s Regional Water and Sanitation Offices in the territory of the Recipient; and “OREPAs” means, collectively, the plural thereof.

25. “Original Financing Agreement” means the financing agreement for the Sustainable Rural and Small Towns Water and Sanitation Project between the Recipient and the Association, dated July 21, 2015, as amended to the date of this Agreement (Grant No. D068-HT).

26. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

27. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 8, 2017 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Bank.


29. “Project Operations Manual” means the Recipient’s and DINEPA’s manual referred to in Section I.C.1 of Schedule 2 to this Agreement, dated June 4, 2015,
as found acceptable to the Association, as said manual may be amended from time to time with the agreement of the Association.

30. "RAP" means a Resettlement Action Plan to be adopted by the Recipient based on the RPF, if need be, found acceptable to the Association and setting forth the detailed modalities for resettlement and compensation of Displaced Persons under the Project.

31. "RPF" means the Recipient’s resettlement policy framework for the Project, acceptable to the Association, and disclosed by the Recipient in a manner acceptable to the Association, and through the Association’s Infoshop on May 20, 2015 as updated and disclosed on May 5, 2017, which contains, inter alia, guidelines for screening for potential resettlement and land acquisition, the preparation and implementation of resettlement action plans, when applicable, including compensation guidelines, and grievance redress mechanisms, as such framework may be amended from time to time with the prior agreement of the Association.

32. “Selected Localities” means localities in the Recipient’s territory selected pursuant to criteria set forth in the Project Operations Manual, for activities under Part 2 of the Project, including those localities affected by Hurricane Matthew.

33. “Sub-grant” means a grant made or proposed to be made out of the proceeds of the Financing by the Recipient to an OP under Part 1 (3) (c) of the Project, subject to specific terms and conditions set forth in the Sub-grant Agreement pursuant to Section I.D.1 of Schedule 2 to this Agreement and “Sub-grants” means, collectively, the plural thereof.

34. “Sub-grant Agreement” means any of the agreements referred to in Section I.D.1 of Schedule 2 to this Agreement to be entered into between DINEPA and an OP.

35. “Subsidiary Agreement” means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement, satisfactory to the Association, dated July 10, 2015 entered into between the Recipient, through MTPTC and MEF, and DINEPA for the carrying out of the Project, as said agreement may be amended from time to time with the agreement of the Association.

36. “TEPAC” means, Technicien en Eau Potable et Assainissement Communal, any of DINEPA’s water and sanitation communal technicians.

37. “URD” means Unité Rurale Départementale, any of DINEPA’s rural departmental units.

38. “WSS” means water supply and sanitation.