Strategic Climate Fund
Pilot Program for Climate Resilience

Agreement Providing for the Amendment and Restatement of the Grant Agreement

(Disaster Vulnerability Reduction Project)

between

COMMONWEALTH OF DOMINICA

and

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

Dated June 10, 2014

As Amended and Restated as of the Signature Date.
GRANT AGREEMENT

AGREEMENT dated June 10, 2014, entered into between COMMONWEALTH OF DOMINICA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank" or "Association"), acting as an implementing entity of the Pilot Program for Climate Resilience ("PPCR") under the Strategic Climate Fund, as amended and restated as of the Signature Date.

WHEREAS: (A) the Recipient and the International Development Association, entered into a financing agreement (Financing Agreement) for the purpose of providing a credit to the Borrower to assist in financing Parts A and C of the Project on the terms and conditions set forth in the Financing Agreement.

(B) the Recipient and the International Development Association, acting as an implementing entity of the Strategic Climate Fund (SCF), entered into a loan agreement (SCF Loan Agreement) for the purpose of providing a loan to the Recipient to assist in financing Part A of the Project on the terms and conditions set forth in the SCF Loan Agreement; and

NOW THEREFORE, 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 this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project 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 twelve million United States Dollars ($12,000,000) ("Grant") to assist in financing Parts A, B and D of 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 PPCR trust fund under the Strategic Climate Fund for which the World Bank receives periodic contributions. 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
Effectiveness; Termination

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

(a) the Amended and Restated Financing Agreement, the Amended and Restated SCF Loan Agreement and the Additional Financing Agreement, have been executed and delivered and all conditions precedent to their effectiveness (other than the effectiveness of this Agreement) have been fulfilled; and

(b) the Recipient has updated the Project Operations Manual for Parts A, B and D of the Project, in form and substance satisfactory to the Association.

4.02. As part of the evidence to be furnished pursuant to Section 4.01, 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 Member Country, showing the following matter, namely, that on behalf of the Recipient, 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.
4.03. 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 4.01 ("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.

4.04. 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 (the "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.

4.05. Without prejudice to Section 4.04 of this Agreement, the Effectiveness Deadline shall in no case be later than eighteen (18) months after the World Bank’s approval of the Grant.

**Article V**

**Recipient’s Representative; Addresses**

5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister responsible for finance.

5.02. The Recipient’s Address is:

Ministry of Finance  
Financial Centre  
Kennedy Avenue, Roseau  
Commonwealth of Dominica

Facsimile:  
1-767-448-0054

5.03. 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
AGREED at Roseau, Commonwealth of Dominica, as of the day and year first above written, as amended and restated as of the Signature Date.

COMMONWEALTH OF DOMINICA

By ______________________________
Authorized Representative

Name: Mrs. Rosamund Edwards
Title: Financial Secretary
Date: November 27, 2018

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

By ______________________________
Authorized Representative

Name: Tahseen Sayed
Title: Country Director, Caribbean Country Management Unit, Latin American and the Caribbean Region
Date: November 27, 2018
SCHEDULE 1

Project Description

The objective of the Project is to reduce vulnerability to natural hazards and climate change impacts in the Recipient’s territory through: (i) investment in resilient infrastructure; and (ii) improved hazard data collection and monitoring systems.

The Project consists of the following parts:

Part A: Prevention and Adaptation Investments

1. Carrying out of selected infrastructure investments, including: (a) construction of water storage and distribution infrastructure; (b) slope stabilization; and (c) rehabilitation of transportation infrastructure including, *inter alia*, selected primary and secondary roads and bridges, all through the provision of works, technical advisory services, operating costs and acquisition of goods.

Part B: Capacity Building and Data Development, Hazard Risk Management and Evaluation

1. Building the capacity for analysis and assessment of risks from natural hazards and climate change, including integration of such analysis into policy and decision making process for the development of investments, and developing data collection systems, including, *inter alia*: (a) creation of high resolution digital topographic and bathymetric model for the Recipient; (b) creation of a high resolution soils survey map; (c) design and deployment of robust hydromet network; and (d) development of district and community level climate adaptation plans, all through the provision of technical advisory services and training, and acquisition of goods.

Part C: Natural Disaster Response Investments


Part D: Project Management and Implementation Support

1. Strengthening the institutional capacity for Project management, including: (a) strengthening the capacity and staffing of the PCU; (b) preparation of investment designs and tender documents; (c) preparation of Project reports; (d) processing of contracts and tender evaluation; (e) coordination of participating line ministries; (f) supervision of the quality of works; (g) provision of training of staff of the PCU in Project management and implementation support; (h) monitoring and evaluation of the Project progress and results; and (i) carrying out related activities on Project...
management and implementation, all through the provision of technical advisory services, training and operating costs, and acquisition of goods.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee

   (a) The Recipient shall ensure that the Project Steering Committee is maintained at all times during the implementation of the Project, with a composition, mandate, and in form and substance satisfactory to the World Bank.

   (b) Without limitation to sub-paragraph (a) immediately above, the Recipient shall ensure that the Project Steering Committee shall be responsible for providing policy guidance to ensure prompt and efficient implementation of the Project, including, inter alia: (i) reviewing progress made towards achieving the Project’s objective; and (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project.

2. Project Coordination Unit

   (a) The Recipient shall operate and maintain, at all times during the implementation of the Project, the Project Coordination Unit within the Recipient’s Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal, with functions, staffing and resources satisfactory to the Association.

   (b) Without limitation to the provisions of Section 3.01 of this Agreement and Section I.A.1 of this Schedule, the Recipient shall ensure that the PCU is responsible for the day-to-day administration of the overall Project planning, evaluation, reporting, communication and coordination, the technical and fiduciary (i.e., procurement and financial management in coordination with its Ministry of Finance) aspects, and the environmental and social safeguards compliance, all in accordance with the provisions of this Agreement and the Project Operations Manual.

3. Ministry of Finance and Line Ministries and Agencies

   (a) Without limitation to the provisions of Section I.A.1 and I.A.2 of this Schedule, and for the purpose of ensuring the prompt and efficient implementation of the Project, the Recipient shall ensure that the Project
Coordination Unit shall, at all times during the implementation of the Project, carry out the fiduciary management (i.e., procurement and financial management) under the Project, with the technical support of its Ministry of Finance, including the requirement that said Project Coordination Unit, coordinate and provide to the Ministry of Finance reports on the fiduciary aspects of the Project in a timely manner, in accordance with the Project Operations Manual.

(b) Without limitation to provisions of Section I.A.1 and I.A.2 of this Schedule, the Recipient shall ensure that its Ministry Public Works, Dominica Water and Sewerage Authority, the Office of Disaster Management, and other relevant ministries and agencies (Line Ministries and Agencies), provide as may be required, technical support to the Project Coordination Unit for relevant technical supervision and implementation of respective Project activities in the area of expertise of the relevant Line Ministry or Agency, in accordance with the Project Operations Manual.

B. Project Operations Manual

1. The Recipient shall update the Project Operations Manual and thereafter carry out Parts A, B and D of the Project in accordance with the provisions of the updated Project Operations Manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of said Parts of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for said Parts of the Project.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Operations Manual without the prior written agreement of the Association: provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Emergency Recovery and Reconstruction Subprojects under Part C of the Project

In order to ensure the proper implementation of Part C of the Project, the Recipient shall take the measures set forth below:
1. The Recipient, shall:

(a) prepare and furnish to the Association for its review and approval, a CERC Manual which shall set forth detailed implementation arrangements for said Part of the Project, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing Part C of the Project ("Coordinating Authority"); (ii) specific Emergency Recovery and Reconstruction Subprojects, a sound and actionable country-level response plan, Eligible Expenditures required therefore ("Emergency Expenditures") and any procedures for such inclusion; (iii) eligibility criteria required for the Emergency Recovery and Reconstruction Subprojects and other necessary arrangements to ensure their effective and efficient implementation; (iv) eligibility criteria and mechanisms for the provision of Cash Transfers and Grants to Eligible Beneficiaries; (v) financial management arrangements for Part C of the Project; (vi) procurement methods and procedures for Eligible Emergency Expenditures to be financed under Part C of the Project; (vii) documentation required for withdrawals of Eligible Emergency Expenditures; (viii) environmental and social safeguard management frameworks for Part C of the Project, consistent with the Association's policies on the matter; and (ix) any other arrangements necessary to ensure proper coordination and implementation of Part C of the Project.

(b) afford the Association a reasonable opportunity to review said proposed CERC Manual;

(c) promptly adopt such CERC Manual for Part C of the Project as shall have been approved by the Association;

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

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

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

3. The Recipient shall undertake no Emergency Recovery and Reconstruction Subprojects under Part C of the Project (and no such Subprojects shall be included
in Part C of the Project) 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 Subprojects in Part C of the Project in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

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

(c) the Recipient has ensured that no activities under Part C of the Project fall under the excluded activities mentioned in the CERC Manual.

4. For purposes of carrying out an Emergency Recovery and Reconstruction Subproject, the Recipient through the Coordinating Authority may provide Cash Transfers or Grants to Eligible Beneficiaries pursuant the corresponding Grant Agreement to be entered into between the Recipient and said Eligible Beneficiaries on terms and conditions acceptable to the Association as set forth in the CERC Manual.

5. An investment or activity shall qualify as an Emergency Recovery and Reconstruction Subproject only if:

(a) it is initiated in response to an Eligible Emergency;

(b) it aims, inter alia, to repair or reconstruct streets, roads, bridges, transportation and other infrastructure damaged by the event of an Eligible Emergency in question, re-establish telecommunications infrastructure, re-establish urban or rural solid waste, water supply and sanitation (including urban drainage) infrastructure damaged by the event of an Eligible Emergency in question; repair, re-equip, construct or reconstruct homes, schools, clinics, hospitals or works of cultural significance or other communal structures damaged by the event of an Eligible Emergency in question; remove and dispose debris resulting from the event of an Eligible Emergency in question (but only if such removal and disposal is not an end in itself but constitute an integral part of an infrastructure repair, reconstruction or re-establishment activity itemized herein); restore the productive assets damaged by the event of an Eligible Emergency in question of uninsured low-income producers; replace vegetation destroyed by the event of an Eligible Emergency in question, or repair or mitigate
damage caused by the event of an Eligible Emergency to a national natural protected area or buffer zone thereof (all the above in such a way as to take into account the reasons for the damage suffered in the disaster and to ensure that the infrastructure re-establishment through the Emergency Recovery and Reconstruction Subproject is environmentally sound in a way that reduces its vulnerability to possible social disasters);

(c) the Association has reviewed and approved the proposed Emergency Recovery and Reconstruction Subproject prior to such Subproject’s initiation;

(d) in case of an Emergency Recovery and Reconstruction Subproject which consists of carrying out an activity, the terms of reference for any consultancy in respect of any such activity shall be satisfactory to the Association following its review thereof and, to that end, the implementation of such an activity and/or any such terms of reference, shall duly comply with the requirements of the Association Safeguard Policies then in force; and

(e) the requirements set forth in subparagraphs (a) to (c) of this paragraph have been met with respect to the Emergency Recovery and Reconstruction Subproject, and contracts for the execution thereof have been awarded and signed (and on-site work under such contracts has commenced) after forty-five (45) calendar days (but no more than one hundred and eighty (180) calendar days), have passed since the occurrence of an Eligible Emergency.

6. On an exceptional basis, the forty-five (45) calendar day limit set forth in paragraph 3(e) of this Section, as well as the one hundred and eighty (180) calendar day limit set forth in said paragraph, may, before the relevant limit expires, be extended in writing by the Association for a particular commencement of any Emergency Recovery and Reconstruction Subproject if the nature of the disaster is such as to justify, in the Association’s opinion, delays in the commencement of such Emergency Recovery and Reconstruction Subproject on-site work (such as when disaster conditions, for example non-receding flood waters, persist on-site long after the occurrence of an Eligible Emergency).

D. Anti-Corruption

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

1. The Recipient shall; (a) prior to carrying out any activities under Parts A, B and D of the Project, update in form and substance acceptable to the Association and disclose in-country and on the Association’s InfoShop the EA, EMF, RPF and IPP; and (b) immediately thereafter ensure that Parts A, B, and D of the Project are carried out in accordance with the updated Environmental Management Framework (EMF), the Environmental Assessment (EA), the Resettlement Policy Framework (RPF), the Indigenous Peoples Plan (IPP) respectively, including the guidelines, rules and procedures defined in said EMF, EA, RPF and IPP. To this end, the Recipient shall, specifically take the following actions in a manner acceptable to the Association:

   (a) if an environmental management plan would be required on the basis of the EMF: (i) such environmental management plan shall be prepared in accordance with the requirements of the EMF, disclosed locally and furnished to the Association for approval; and (ii) if applicable, the pertinent Project activities shall be carried out in accordance with such environmental management plan as approved by the Association; and

   (b) if a resettlement action plan would be required on the basis of the Resettlement Policy Framework: (i) said resettlement action plan shall be prepared in accordance with the requirements of the Resettlement Policy Framework, disclosed locally and furnished to the Association for approval; and (ii) no works in respect of such Project activities shall commence until: (A) all measures required to be taken under said resettlement action plan have been taken in accordance with the terms of said plan and in a manner acceptable to the Association; and (B) the Recipient has furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said resettlement action plan.

2. The Recipient shall ensure that all measures required for carrying out the EA, any indigenous peoples plan, any environmental management plan, or any resettlement action plan are taken in a timely manner, acceptable to the Association.

3. Without limitation of the provisions of paragraph 1 of this Section, the Recipient shall include in the Project Reports adequate information on the implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan, giving details of:

   (a) measures taken in furtherance of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan; and

(c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan.

F. Specific Environmental Covenant for Part B of the Project

The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity under Part B of the Project 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 Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

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 the indicators acceptable to the World Bank. Each Project Report shall cover the period of six (6) calendar months, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by each such report.

2. Without limitation to the provisions of Section 2.06 of the Standard Conditions, the Recipient shall: (a) on or about the date twenty four (24) months after the Effective Date, submit to the World Bank a mid-term report, in such detail as the World Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to Section II.A.1 of this Schedule, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and (b) review with the World Bank the mid-term report, on or about the date one month after its submission, and thereafter take all measures required to ensure the efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the World Bank’s views on the matter.
3. 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 not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, 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

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.

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>(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training under Part A of the Project</td>
<td>3,000,000</td>
<td>6%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Operating Costs and Training under Part B of the Project</td>
<td>7,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consulting services, Operating Costs and Training under Part D of the Project</td>
<td>2,000,000</td>
<td>40%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>12,000,000</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:

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

   (b) under Category (3), for Emergency Expenditures under Part C of the Project, unless and until the Association is satisfied, and has 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 Part C of the Project 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 C of this Schedule;

(iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section C.1(a) of this Schedule, for the purposes of said activities; and

(iii) the Recipient has adopted the CERC Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Manual remain, or have been updated in accordance with the provisions of Section C.1(a) of this Schedule so as to be appropriate for the inclusion and implementation of any given Emergency Recovery and Reconstruction Subproject.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2023.
APPENDIX

Definitions

1. “Additional Financing Agreement” means the agreement entered into the Recipient and the Association as of the Signature Date.


3. “Amended and Restated Financing Agreement” means the financing agreement for the Disaster Vulnerability Reduction Project between the Recipient and the Association, dated June 10, 2014, as amended as of the Signature Date (Credit Number 5495-DM).

4. “Amended and Restated Legal Agreements” means collectively the Amended and Restated SCF Loan Agreement, the Amended and Restated PPCR Grant Agreement and the Amended and Restated Financing Agreement.

5. “Amended and Restated SCF Loan Agreement” means the loan agreement for the Disaster Vulnerability Reduction Project between the Borrower and the World Bank, dated June 10, 2014, as amended as of the Signature Date (SCF-PPCR Loan Number TF016912).


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

8. “Cash Transfers or Grants” means an amount made out of the proceeds of the Financing to pay an Eligible Beneficiary to finance an Emergency Recovery and Reconstruction Subproject in accordance with the provisions set forth in the corresponding Grant Agreement and the CERC Manual.

9. “CERC Manual” means the means the manual to be adopted by the Coordinating Authority referred to in Section I.C.1(a) of Schedule 2 to this Agreement.

10. “Coordinating Authority” means the Recipient’s entity or institution in charge of implementing Part C of the Project.
11. "Displaced Person" means a person who as a result of an involuntary taking of land under Parts A, B or D of the Project, had or would have their: (i) standard of living adversely affected; or (ii) access to, or right, title, 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) business, occupation, work or place of residence or habitat adversely affected; and "Displaced Persons" means collectively, all such Displaced Persons.

12. "Dominica Water and Sewerage Company" means the authority established and operating pursuant to Water and Sewage Act (Act No. 9 of 1994) of the laws of the Recipient, or any successors thereto acceptable to the Association.

13. "Emergency Expenditures" means the eligible expenditures consisting of the approved goods, works, consulting services, non-consulting services, Operating Costs and Training under Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants.

14. "Eligible Beneficiary" means low-income persons affected by an Eligible Emergency eligible to receive a Cash Transfer or Grant that meet the criteria set forth in the CERC Manual.

15. "Eligible Emergency" means the imminent or actual occurrence of a natural or man-made crisis or disaster, which, in the opinion of the Association, has the capacity to cause major adverse economic, health and/or social impacts in the Recipient’s population.

16. "Emergency Recovery and Reconstruction Subproject" means an investment or activity for a productive purpose under Part C of the Project aimed at responding to damage caused by an Eligible Emergency and meeting the criteria set forth Section I.C.5 of Schedule 2 to this Agreement and in the CERC Manual.

17. "Environmental Assessment" or "EA" means the Recipient’s report for the Project dated February 2014, and disclosed in-country on February 27, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association’s InfoShop on February 21, 2014, and subsequently re-disclosed on March 27, 2014, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken under any activity for rehabilitation or construction to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, as such EA may be amended with the agreement of the Association.

18. "Environmental Management Framework" or "EMF" means the Recipient’s framework, acceptable to the Association, dated February 2014, and disclosed in-country on February 27, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association’s InfoShop on February 21, 2014, and subsequently re-
disclosed on March 27, 2014, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental assessments and management plans under Parts A, B and D of the Project, including a generic standardized EMP for minor works, and such term includes all schedules and annexes to the Environmental Management Framework, as such EMF may be amended from time to time with the agreement of the Association.

19. “Financing Agreement” means the financing agreement referred to in paragraph (A) of the preamble to this Agreement, as such agreement may be amended from time to time. “Financing Agreement” includes all appendices, schedules and agreements supplemental to the Financing Agreement.

20. “Indigenous Peoples” means, a social group of people with a distinct social and cultural identity that makes them vulnerable to being disadvantaged in the development process, including the presence in varying degrees of the following characteristics: (i) a close attachment to ancestral territories and to the natural resources in these areas; (ii) self-identification and identification by others as members of a distinct cultural group; (iii) an indigenous language, often different from the national language; (iv) presence of customary social and political institutions; and (v) primarily subsistence-oriented production.

21. “Indigenous Peoples Plan” or “IPP” means the Recipient’s plan, acceptable to the Association, dated February 2014 and disclosed in-country on February 25, 2014, and subsequently re-disclosed on March 26, 2014, and in the Association’s InfoShop on February 25, 2014, and subsequently re-disclosed on March 27, 2014, setting forth measures for addressing the needs of the Indigenous Peoples living in the Carib Council within the territory of the Recipient, and providing guidelines and procedures for consultation with, and informed participation of Indigenous Peoples residing or cultivating lands in areas under the Project, as such IPP may be amended from time to time with the agreement of the Association.

22. “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” means the Recipient ministry in charge of environment, climate resilience, disaster management and urban renewal, or any other successor thereto, acceptable to the Association.

23. “Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Energy and Ports, Dominica Water and Sewerage Authority, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.

“Operating Costs” means the incremental expenses incurred on account of Project management, including office space rental for the PCU, office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient’s civil service.

“Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 31, 2018, and provided for under Section IV of the Procurement Regulations, as the same shall be updated from time to time in agreement with the Association.


“Project Coordination Unit” or “PCU” means the coordination unit within the Recipient’s Ministry of Health and Environment, and referred to in Section I.A.2(a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.

“Project Operations Manual” means the Recipient’s manual dated April 2017 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.

“Project Steering Committee” means the committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.

“Resettlement Policy Framework” or “RPF” means the Recipient’s framework, acceptable to the Association, dated February 2014, and disclosed in-country on March 5, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association’s InfoShop on February 26, 2014, and subsequently re-disclosed on March 27, 2014, setting forth the modalities for resettlement and compensation of Displaced Persons, including guidelines for the preparation of the resettlement plans, all under Parts A, B and D of the Project, as the same may be amended from time to time with the agreement of the Association.

“Strategic Climate Fund (SCF) Loan Agreement” means the loan agreement referred to in paragraph (B) of the preamble to this Agreement, as such loan agreement may be amended from time to time. “SCF Loan Agreement” includes all appendices, schedules and agreements supplemental to the SCF Loan Agreement.

“Training” means the cost associated with the training and workshops approved by the Association, for reasonable expenditures (other than expenditures for consulting services), including: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training; (ii) course fees;
(iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.