Strategic Climate Fund
Pilot Program for Climate Resilience

Grant Agreement

(Disaster Vulnerability Reduction Project)

between

SAINT LUCIA

and

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

Dated July 16, 2014
GRANT AGREEMENT

AGREEMENT dated July 16, 2014, entered into between SAINT LUCIA ("Recipient"), and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an implementing entity of the Pilot Program for Climate Resilience ("PPCR") under the Strategic Climate Fund.

WHEREAS: (A) the Recipient and the International Development Association, intend to enter into a financing agreement (Financing Agreement) for the purpose of providing a credit in an amount of twenty six million six hundred thousand Special Drawing Rights (SDR 26,600,000) (Financing) to the Recipient to assist in financing Parts A, B, D and E 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), intend to enter into a loan agreement (SCF Loan Agreement) for the purpose of providing a loan in an amount of fifteen million United States Dollars ($15,000,000) (SCF Loan) to the Recipient to assist in financing Parts A and C 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 for Grants or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule I to this Agreement ("Project"). To this end, the Recipient shall carry out Parts A, B, D and E of the Project through the Ministry of Finance,
Economic Affairs and Social Security (MoF), and cause Part C of the Project to be carried out by Saint Lucia Development Bank (SLDB) (Project Implementing Entity), all in accordance with the provisions of Article II of the Standard Conditions, the Project Agreement and the Subsidiary Agreement.

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 E 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
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, that the Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely in the opinion of the World Bank, the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely, that the Financing Agreement and the SCF Loan
Agreement, respectively, have been executed and delivered and all conditions precedent to the effectiveness of said Financing Agreement and SCF Loan Agreement or to the right of the Recipient to make withdrawals under any such Agreement (other than the effectiveness of this Agreement) have been fulfilled.

5.02. 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 Recipient, 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.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 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.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred and twenty (120) 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.

5.05. Without prejudice to Section 5.04 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 VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister responsible for finance.
6.02. The Recipient's Address is:

Ministry of Finance, Economic Affairs,
Planning and Social Security
3rd Floor Financial Center
Bridge Street
Castries, Saint Lucia

Facsimile:
1-758-452-6700

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

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at the District of Columbia, USA; as of the day and year first above written.

SAINT LUCIA

By

Authorized Representative

Name: Sonia Johnny

Title: Ambassador of St. Lucia to the USA

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

By

Authorized Representative

Name: Sophie Siterate

Title: Director
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.

The Project consists of the following parts:

Part A: Risk Reduction and Adaptation Measures

1. Carrying out of selected structural and non-structural flood and landslide risk reduction, interventions and climate adaptation measures to improve the Recipient’s resilience against current and future climate shocks, including reconstruction of selected critical public infrastructure that was damaged from an event of Emergency, which consists of, inter alia: (a) reinforcement of flood control infrastructure; (b) climate resilience rehabilitation and retrofitting of selected damaged road sections, including drainage improvement, slope stabilization and selected road bridges; (c) retrofitting and climate resilient rehabilitation of selected priority emergency shelters; (d) climate resilient rehabilitation of selected deteriorating water supply infrastructure; (e) retrofitting and rehabilitation of selected schools and health centers; and (f) relevant national plans, policies and strategies, such as an integrated watershed management plan, and climate change public awareness and education strategy, all through the provision of works, technical advisory services, operating costs and acquisition of goods.

2. Carrying out studies, including: (a) development of operational and maintenance plans (including a bridge maintenance plan); (b) risk assessment to support engineering design options, and final detailed design solutions; and (c) integrated hazard and climate analyses to inform Project designs, all through the provision of technical advisory services and acquisition of goods.

Part B: Technical Assistance for Improved Assessment and Application of Disaster and Climate Risk Information in Decision Making

Building institutional capacity for open systems or platforms for creating, sharing, analyzing and using disaster risk and climate change data and information for improved decision making and engineering for risk reduction and climate change adaptation, including: (a) creation of a high resolution digital topographical and bathymetric model for the Recipient; (b) sea level rise modeling and coastal flood and erosion risk mapping; (c) design and deployment of meteorological, hydrological, and sea level rise monitoring networks; (d) deployment of an environmental health surveillance system; and (e) strengthening regional capacity to promote safe and uniform building standards.
and harmonize geospatial data standards in the Eastern Caribbean sub-region, all through the provision of technical advisory services, operating costs training and acquisition of goods.

Part C: Climate Adaptation Financing Facility

Establishing a pilot financing mechanism to promote increased climate resilience under a climate adaptation financing facility (Climate Adaptation Financing Facility or CAFF), including the provision of retail concessional loans (Sub-loans) through the SLDB to eligible households and private firms or businesses (Eligible Beneficiaries), to finance climate adaptation investments to build resilience of assets and livelihoods intended to reduce risks associated with catastrophic hydro-meteorological shocks (Climate Adaptation Subprojects).

Part D: Contingent Emergency Response

Carrying out of Emergency Recovery and Reconstruction Subprojects under an agreed action plan of activities (Agreed Action Plan of Activities) designed as a mechanism to implement the Recipient’s response to an Emergency.

Part E: Project Management and Implementation Support

Strengthening the institutional capacity for Project management and implementation, including: (a) staffing the National Development Unit (NDU) and Project Coordination Unit (PCU); (b) building the technical capacity of said NDU, PCU and the SDED within the MoSDEST; (c) training of NDU, PCU and SDED staff, and strengthening the respective capacity for management, supervision, monitoring and evaluation of specific Project activities; and (d) carrying out technical and Project audits, all through the provision of technical advisory services, training, operating costs and acquisition of goods.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Coordination Committee
   (a) The Recipient shall ensure that the Project Coordination 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 Coordination Committee will be responsible for providing policy guidance to ensure prompt and efficient implementation of the Project, including, \textit{inter alia}, reviewing progress made towards achieving the Project’s objective.

2. Ministry of Finance (MoF); NDU
   (a) The Recipient shall maintain, at all times during the implementation of the Project, the NDU within the MoF, with functions, staffing and resources satisfactory to the World Bank.
   (b) The NDU will be responsible for monitoring and evaluation of activities for Parts A, B, D and E of the Project, in accordance with the provisions of this Agreement and the Project Operations Manual.

3. Project Coordination Unit
   (a) The Recipient shall maintain, at all times during the implementation of the Project, the PCU within the MoF, with functions, staffing and resources satisfactory to the World Bank.
   (b) Without limitation to the provisions of Section I.A.2 of this Schedule, the PCU shall be responsible for day-to-day administration of overall planning, coordination, the technical, fiduciary (\textit{i.e.}, procurement and financial management in coordination with the Ministry of Finance), environmental and social safeguards compliance, coordination, reporting and communication of the activities under Parts A, B, D and E of the Project, all in accordance with the provisions of this Agreement and the Project Operations Manual.
4. **SDED; MoSDEST**

Without limitation to the provisions of Section I.A.2 and I.A.3 of this Schedule, for the purpose of ensuring the prompt and efficient communication of Parts A, B, D and E of the Project, the Recipient shall ensure that the NDU and the PCU shall carry out said Parts A, B, D and E of the Project in close coordination with SDED within MoSDEST. To this end, SDED as the focal point for the Recipient’s climate change issues shall be responsible for reporting and communicating all activities financed through the SCF Loan, and the PPCR Grant (i.e., Parts A, B, D and E of the Project), respectively, in accordance with the Project Operations Manual.

**B. Subsidiary Agreement**

1. For purposes of carrying out Part C of the Project, the Recipient, through MoF, shall cause SLDB to comply with the provisions of the Subsidiary Agreement.

2. The Recipient, through MoF, 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 World Bank and to accomplish the purposes of the SCF Loan.

3. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Subsidiary Agreement or any provision thereof.

**C. Project Operations Manual; CAFF Manual**

1. The Recipient shall, carry out Parts A, B, D and E of the Project, in accordance with the provisions of the Project Operations Manual, containing detailed arrangements and procedures for Parts A, B, D and E of the Project: (a) institutional coordination and day-to-day execution of Parts A, B, D and E 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 Parts A, B, D and E of the Project.

2. The Recipient shall cause the Project Implementing Entity to carry out Part C of the Project in accordance with the provisions of the CAFF Manual containing detailed arrangements and procedures for Part C of the Project: (a) institutional coordination and day-to-day execution of Part C of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; (f) the eligibility criteria for the Eligible Beneficiaries to draw Sub-loans from the CAFF; (g) the eligibility criteria and
detailed procedures for the selection and approval of Climate Adaptation Subprojects to be financed out of the CAFF; and (h) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for Part C of the Project.

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

D. Action Plans for Emergency Recovery and Reconstruction Subprojects under Part D of the Project

The Recipient shall carry out Part D of the Project in accordance with the provisions of Section I.D of Schedule 2 of the Financing Agreement.

E. Anti-Corruption

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

F. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental Management Framework (EMF), the Environmental Assessment (EA), and the Resettlement Policy Framework (RPF), respectively, including the guidelines, rules and procedures defined in said EMF, EA, and RPF. To this end, the Recipient shall, specifically take the following actions in a manner acceptable to the World Bank:

(a) if an environmental management plan or similar safeguard instrument would be required on the basis of the EMF: (i) such environmental management plan or similar safeguard instrument 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 or similar safeguard instrument as approved by the World Bank; 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 World Bank 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 World Bank; and (B) the Recipient has furnished to the World Bank a report in form and substance satisfactory to the World Bank, 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 Environmental Assessment, any environmental management plan or similar safeguard instrument, and any resettlement action plan are taken in a timely manner.

3. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule adequate information on the implementation of the EMF, the EA, the RPF, any environmental management plan or similar safeguard instrument, and any resettlement action plan, giving details of:
   (a) measures taken in furtherance of the EMF, the EA, the RPF, any environmental management plan or similar safeguard instrument, 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, any environmental management plan or similar safeguard instrument, 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, any environmental management plan or similar safeguard instrument, and any resettlement action plan.

4. **Specific Environmental Covenant for Parts A.2 and B of the Project**

The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity under Parts A.2 and B of the Project shall be satisfactory to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the World Bank 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 in respect of Parts A, B, D and E. 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 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 thirty (30) 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 to World Bank, 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

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in 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 Grant 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 World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

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

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; (c) Direct Contracting; and (d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.
C. Particular Methods of Procurement of Consultants' Services

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

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality Based Selection; (b) Selection under a Fixed Budget; (c) Selection based on Consultants' Qualifications; (d) Least-Cost Selection; (e) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (g) Single Source Procedures for selection of firms; and (h) Single Source Procedures for the Selection of Individual Consultants set forth in paragraph 5.6 of the Consultant Guidelines.

D. Review by the Association of Procurement Decisions

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

2. All terms of reference for consultants' services, regardless of contract value, shall be subject to the World Bank's prior review.

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) Works, goods, non-consulting services, consultants’ services,</td>
<td>12,000,000</td>
<td>18%</td>
</tr>
<tr>
<td>Training and Operating Costs for Parts A, B, and E of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Works, goods, non-consulting services, and consultants’ services</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>for Climate Adaptation Subprojects under Part C of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Goods, Works, non-consulting services, consultants’ services,</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>and Emergency Operating Costs for Emergency Recovery and Reconstruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subprojects under Part D of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>12,000,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of the table set forth immediately above:

(a) the term “Operating Costs” means the incremental expenses incurred on account of Project management, including office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, bank charges under the designated account, utilities, travel and per diem, excluding the salaries of the Recipient’s civil service;

(b) the term “Emergency Operating Costs” means the incremental expenses incurred by the Recipient for early recovery efforts arising as a result of the impact of an Emergency including, inter alia, additional transportation costs (i.e. gasoline and use of other transportation), increased electricity bills for the public sector, staff overtime, and rental of light and heavy machinery (i.e. generators and equipment for removal of debris); and
the term “Training” means the cost associated with the training and workshops approved by the World Bank, for reasonable expenditures (other than expenditures for consultants’ 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.

B. Withdrawal Conditions; Withdrawal Period

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

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2019.
APPENDIX

Definitions


2. “CAFF Manual” means the Recipient’s manual referred to in Section I.C.2 of Schedule 2 to this Agreement.

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

4. “Climate Adaptation Financing Facility” or “CAFF” means a revolving facility managed and operated by the Project Implementing Entity to provide financing out of the proceeds of the SCF-PPCR Loan to the Eligible Beneficiaries for financing Adaptation Climate Subprojects.

5. “Climate Adaptation Subproject” means any climate adaptation investment referred to in Part C of the Project.


7. “Displaced Person” means a person who, on account of the execution 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.

8. “Eligible Beneficiary” means an approved private sector business or firm, which is registered pursuant to the laws of the Borrower, or an individual living within the territory of the Borrower, that is approved by the Project Implementing Entity on the basis of the eligibility criteria set forth in the CAFF Manual, to participate through the CAFF as a recipient of a Sub-loan for the purpose of carrying out a Climate Adaptation Subproject.

9. “Emergency” means: (a) for the purpose of Parts A and B of the Project, the natural disaster that occurred within the Borrower’s territory on December 24 and 25, 2013, for which the Borrower issued an activation of the National Emergency Management Plan on December 26, 2013, and (b) for the purpose of
Part D of the Project, the occurrence of a natural disaster or an event of emergency within the Borrower’s territory for which the Borrower has issued a Natural Disaster Declaration or activation of the National Emergency Management Plan.

10. “Environmental Management Framework” or “EMF” means the Recipient’s framework, acceptable to the World Bank, dated December 2013, and disclosed in-country on January 14, 2014, and in the World Bank’s InfoShop on January 14, 2014, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental assessments and management plans under the Project, and such term includes all schedules and annexes to the Environmental Management Framework.

11. “Environmental Assessment” or “EA” means the Recipient’s report for the Project dated December 2013, and disclosed in-country on January 14, 2014, and in the World Bank’s InfoShop on January 14, 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.

12. “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.

13. “MoF” means the Recipient’s Ministry of Finance, or any successor thereto.


15. “National Development Unit” or “NDU” means the unit within the MoF, and referred to in Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto.


17. “NEMO” means the Recipient’s National Emergency Management Office established and operating pursuant to the Disaster Management Act (Act No. 30 of 2006) of the laws of the Recipient, or any successor thereto.

19. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated April 15, 2014, 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.

20. “Project Coordination Committee” means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

21. “Project Coordination Unit” or “PCU” means a coordination unit within the MoF, and referred to in Section I.A.3 of Schedule 2 to this Agreement, or any successor thereto.


24. “Project Operations Manual” means the Recipient’s manual referred to in Section I.C.1 of Schedule 2 to this Agreement.

25. “Resettlement Policy Framework” or “RPF” means the Recipient’s framework, acceptable to the World Bank, dated December 2013, and disclosed in-country on January 14, 2014, and in the World Bank’s InfoShop on March 3, 2014, setting forth the modalities for resettlement and compensation of Dislocated Persons, including guidelines for the preparation of the resettlement plans, all under the Project, as the same may be amended from time to time with the agreement of the World Bank.

26. “Saint Lucia Development Bank” or “SLDB” means the bank established and operating pursuant to Saint Lucia Development Act (Law No.12 of 2008) as amended, of the laws of the Recipient and includes any successors thereto.

27. “SCF Loan” means the loan referred to in paragraph (B) of the preamble to this Agreement.

28. “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.
29. "SDED" means Sustainable Development and Environment Division within the Recipient’s MoSDEST, or any successor thereto.

30. "Subsidiary Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to the SCF Loan Agreement pursuant to which the Recipient shall on-lend part of the proceeds of the SCF Loan to the Project Implementing Entity for the purpose of carrying out Part C of the Project.