OFFICIAL DOCUMENTS

SVG EDF GRANT NUMBER TF0A3698

Saint Vincent and the Grenadines: Regional Disaster Vulnerability Reduction Project – EDF Trust Fund Grant Agreement

(Additional Financing for Regional Disaster Vulnerability Reduction Project)

between

SAINT VINCENT AND THE GRENADINES

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Saint Vincent and the Grenadines: Regional Disaster Vulnerability Reduction Project – EDF Trust Fund

Dated May 16, 2017

SVG EDF GRANT NUMBER TF0A3698

Saint Vincent and the Grenadines: Regional Disaster Vulnerability Reduction Project – EDF Trust Fund GRANT AGREEMENT

AGREEMENT dated May 16, 2017, entered into between SAINT VINCENT AND THE GRENADINES ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank" or "Association"), acting as administrator of the Saint Vincent and the Grenadines: Regional Disaster Vulnerability Reduction Project – EDF Trust Fund for the purpose of providing additional financing for activities related to the objectives of the Original Project.

The Recipient and the World Bank hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix to 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 four million eight hundred seventy-eight thousand ninety-five euros (€4,878,095) ("Grant") to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor 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. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the condition specified below have been satisfied:
 - The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01, the Recipient shall furnish 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 on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 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, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's Minister of Finance.
- 5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Office of the Prime Minister Administrative Centre Kingstown Saint Vincent and The Grenadines

Facsimile: (784) 457 2152

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

The World Bank 1818 H. St. NW Washington DC 20433 United States of America

Cable:

Telex:

Facsimile:

INTBAFRAD

248423 (MCI) or

1-202-477-6391

Washington, D.C.

64145 (MCI)

AGREED at District of Columbia, United States of America, as of the day and year first above written.

SAINT VINCENT AND THE GRENADINES

By:	
	Bilchoist.
Au	thorized Representative
Name:	H.E. Lou-Anne Gilchrist
Title:	Ambassador

INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of the Saint Vincent and the Grenadines Regional Disaster Vulnerability Reduction Project – EDF Trust Fund

By:

Authorized Representative

Name: Tahseen Sayed

Title: Country Director, Latin America and Caribbean Region

SCHEDULE 1

Project Description

The objective of the Project is to measurably reduce vulnerability to natural hazards and climate change impacts in the Recipient's territory and in the Eastern Caribbean Sub-region.

The Project consists of the following parts:

Part A: Prevention and Adaptation Investments

- 1. Carrying out of selected infrastructure investments and related supporting studies, including: (a) retrofitting and rehabilitation of selected public buildings and emergency shelters and construction of selected satellite warehouses; (b) rehabilitation of selected transportation infrastructure; and (c) carrying out feasibility studies, design and pre-construction activities for a new public hospital; all through the provision of works, technical advisory services, operating costs and acquisition of goods.
- 2. (a) Carrying out the rehabilitation of selected bridges, slope stabilization, and related supporting studies; (b) improvement of selected roads and coastal defense infrastructure; and (c) carrying out an analysis and evaluation of defense mechanism performance on expected hazards; all through the provision of works, technical advisory services, operating costs and acquisition of goods.
- 3. Carrying out of selected infrastructure investments to support early recovery of the Recipient's key economic sectors from an event of Emergency, including: (a) river training and rehabilitation of damaged bridges; (b) retrofitting and rehabilitation of selected damaged public buildings, developing detailed designs for a new public hospital, and construction of additional satellite warehouses; (c) rehabilitation and risk reduction of selected transportation infrastructure, including slope stabilization and road realignments; and (d) preparation of preliminary designs of potential priority adaptation investment sub-projects; all through the provision of works, technical advisory services, operating costs and acquisition of goods.
- 4. Carrying out of selected infrastructure investments, including: (a) realignment and upgrading of the Ginger Village Road; (b) reconstruction of a bridge and roads in Congo valley; (c) rehabilitation of Longline Bridge and road; (d) reconstruction of feeder roads; (e) reconstruction of the Chateaubelair jetty; and (f) general project management; all through the provision of works, technical advisory services, infrastructure supporting technical studies, operating costs, and acquisition of goods.

Part B: Regional Platforms for Hazard and Risk Evaluation, and Applications for Improved Decision Making

- Building of regional capacity for assessment of natural risks and integration of such assessment into policy and decision making process for the development of investments, disaster risk mitigation and disaster response across sectors, through the provision of technical advisory services, training and acquisition of goods.
- 2. Facilitation of regional collaboration around integrated watershed management, through the provision of technical advisory services, training and acquisition of goods.
- 3. Facilitation of regional collaboration, including knowledge sharing and learning process to develop coastal defenses, including the construction of coastal protection, designation and delineation of drainage channels and buffer zones, testing and monitoring the enforcement of the Recipient's new building code, conservation of the ecosystem, reduction of downstream impacts and the assessment of climate change impacts on coastal and marine ecosystems and commercial fisheries.
- 4. Carrying out of a geological assessment of Union Island inclusive of soil testing, ground water assessment and monitoring, including: (a) testing the application of Union Island's integrated coastal zone management plan and the community awareness strategy; (b) implementing numerical and physical modeling techniques for Union Island on climate change adaptation; (c) implementing forestry management activities and other soil and water conservation measures; and (d) designing and delineating drainage channels and buffer zones on Union Island; all through the provision of works, technical advisory services, training and acquisition of goods.
- 5. Carrying out of the Emergency recovery and construction of: (a) South River Bridge; (b) Green Hill Bridge; (c) Dauphine Bridge; (d) Fenton River Fords and flood mitigation measures for Arnos Vale/Warrawarrow River watershed pilot area; and (e) river defense at Buccament and Carriere; all through the provision of works, technical advisory services, training and acquisition of goods.

Part C: Natural Disaster Response Investments

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 rapid response to an Emergency.

Part D: Project Management and Implementation Support

- 1. Strengthening and development of the institutional capacity for Project management, including: (a) preparation of designs and tender documents; (b) preparation of Project reports; (c) processing of contracts and tender evaluation; (d) coordination of participating line ministries; (e) supervision of the quality of works; (f) training of staff in Project management, implementation support, and monitoring and evaluation; (g) capacity-building for accreditation to the United Nations Framework Convention on Climate Change ("UNFCCC") Climate Adaptation Fund; and (h) carrying out of related activities on Project management and implementation including EDF Trust Fund donor visibility activities; all through the provision of technical advisory services, training, operating costs and acquisition of goods.
- 2. Strengthening of institutional capacity for Project management, and improvement of capacity for disaster risk management and climate change monitoring, including: (a) recruitment of a senior quantity surveyor, and a procurement and contract management specialist; (b) recruitment of a monitoring and evaluation specialist as may be necessary during Project implementation; and (c) provision of training to the Public Sector Investment Programme Management Unit (PSIPMU) staff, and the staff of relevant key agencies in Project management, implementation support, and coordination of disaster risk management and climate resilience activities under the Project; all through the provision of technical advisory services, training, operating costs and acquisition of goods.

SCHEDULE 2

Project Execution

Section I. Implementation 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 Association.
- (b) Without limitation to sub-paragraph (a) immediately above, the Recipient shall ensure that the Project Steering Committee is 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; (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project; and (iii) providing comments on reports and reviews prepared by the PSIPMU under the Project.
- 2. Ministry of Economic Planning, Sustainable Development, Industry, Information, and Labour ("MoEP"); Public Sector Investment Programme Management Unit ("PSIPMU")
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the PSIPMU within the MoEP, with functions, staffing and resources satisfactory to the Association.
 - (b) Without limitation to the provisions of Section I.A.1 of this Schedule, the PSIPMU shall be responsible for day-to-day administration of overall planning, coordination, the technical and fiduciary aspects (i.e., procurement and financial management), environmental and social safeguards compliance, coordination, monitoring, evaluation, reporting and communication of the activities under the Project, all in accordance with the provisions of this Agreement and the Project Operational Manual.

3. Donor Visibility and Visit

- (a) The Recipient shall take or cause to be taken all such measures as the World Bank shall reasonably request, on the basis of the visibility note made available by the World Bank to the Recipient, to identify publicly the EDF Trust Fund donor's support for the Project.
- (b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the EDF Trust Fund donor to visit any part of the Recipient's territory for purposes related to the Project.

B. Project Operational Manual

- 1. The Recipient shall carry out the Project in accordance with the provisions of the Project Operational Manual, which shall include, *inter alia*: (a) the list of key agencies referred to in Part D.2 (c) of the Project; and (b) detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) environmental and social safeguard guidelines; (v) monitoring, evaluation, reporting and communication; and (vi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- 2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Operational 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 Operational 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

For the purpose of carrying out Part C of the Project, the Recipient shall comply with the obligations set forth in Section I.C of Schedule 2 to the Original Financing Agreement.

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 carry out the Project in accordance with the Environmental Management Framework ("EMF"), and the Resettlement Policy Framework ("RPF"), respectively, including the guidelines, rules and procedures defined in said EMF and RPF. To this end, the Recipient shall, specifically, take the following actions in a manner acceptable to the Association:
 - (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 rehabilitation, retrofitting or construction activity shall be carried out in accordance with such environmental management plan or similar safeguard instrument 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 for rehabilitation, retrofitting or construction 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 any environmental assessment 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.B of this Schedule adequate information on the implementation of the EMF, 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 RPF, any environmental assessment 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 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 RPF, any environmental management plan or similar safeguard instrument, and any resettlement action plan.

4. Specific Environmental Covenant for the Project

The Recipient shall ensure that the terms of reference for any consultancy in respect of any feasibility and engineering studies, and preliminary designs of potential investment under 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 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. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the World Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the donor(s).

B. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of six calendar months, and shall be furnished

- to the World Bank not later than forty-five (45) calendar days after the end of the period covered by such report.
- 2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

C. 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) calendar 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 months after the end of such period.

Section III. Procurement

A. General

- 1. **Procurement and Consultant Guidelines.** All goods, works non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the Procurement Guidelines in the case of goods, works and non-consulting services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

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

B. Particular Methods of Procurement of Goods, 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 procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (e) Direct Contracting; (f) Force Account; and (g) procurement from UNOPS and UNICEF.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; (h) Single-Source Procedures for the Selection of Individual Consultants; and (i) selection of UNOPS and UNICEF.

D. Bidding Documents

The Recipient shall ensure that each invitation to bid and request for proposals include a provision requiring the bidder or consultant to provide the Recipient with digital copies of its bid or proposal (as the case may be).

E. Review by the World Bank of Procurement Decisions

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

F. Document Retention

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the donor(s).

G. Right to Use Project Outputs

To the extent the Recipient has the intellectual property rights to Project outputs and subject to any third party proprietary or confidential obligation it may have, the Recipient shall grant the EDF Trust Fund donor the right to use such outputs for purposes limited to the development, implementation and monitoring of EU programs, including distribution to the public, translation, storage and archive.

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:

Category	Amount of the Grant Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, works, non-consulting services, consultants' services, Operating Costs and Training under Parts A.4 and D (except D.1 (g) and D.2 (a) and (b)) of the Project	4,878,095	100%
TOTAL AMOUNT	4,878,095	

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, utilities, travel and *per diem*, excluding the salaries of the Recipient's civil service; and
- (b) the term "Training" means the cost associated with the training and workshops approved by the Association, 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, all under the Project.

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, except that withdrawals up to an aggregate amount not to exceed nine hundred thousand euros (€900,000) may be made for payments made prior to this date but on or after the date falling twelve months prior to the date of this Agreement, for Eligible Expenditures under the Project; and
 - (b) for payments made to finance any Project activity that the World Bank has financed or agreed to finance under the Original Financing Agreement, the Original SCF-PPCR Grant Agreement, the Original SCF-PPCR Loan Agreement, the Additional Financing Agreement or the Additional SCF-PPCR Grant Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2018.

APPENDIX

Section I. Definitions

- 1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
- 2. "Additional Financing" means an amount of SDR 23,100,000 extended to the Recipient by the Association under the Additional Financing Agreement.
- 3. "Additional SCF-PPCR Grant Agreement" means the grant agreement for the provision of additional financing for activities related to the objective of the Original Project, entered into between the Recipient and the International Bank for Reconstruction and Development, acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, dated August 14, 2014 (SCF-PPCR Grant No. TF016733).
- 4. "Additional Financing Agreement" means the financing agreement for activities related to the objective of the Original Project, entered into between the Recipient and the Association, dated August 14, 2014 (Credit No. 5450-VC).
- 5. "Agreed Action Plan of Activities" means the plan of activities referred to in Part C.1 of the Project.
- 6. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 7. "Consultant Guidelines" means the Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
- 8. "Displaced Person" means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction to access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person, and "Displaced Persons" means, collectively, the plural thereof.

- 9. "Eastern Caribbean Sub-region" means, for the purpose of this Project, the following countries, namely, Antigua and Barbuda, Saint Kitts and Nevis, The Commonwealth of Dominica, Grenada, Saint Lucia and the Recipient.
- 10. "Emergency" means: (a) for the purpose of Parts A and B of the Project, the natural disaster that occurred within the Recipient's territory on December 24 and 25, 2013, for which the Recipient issued a Natural Disaster Declaration on December 26, 2013; and (b) for the purpose of Part C of the Project, the occurrence of a natural disaster or an event of emergency within the Recipient's territory for which the Recipient has issued a Natural Disaster Declaration.
- 11. "Emergency Recovery and Reconstruction Subproject" means an investment activity under Part C of the Project exclusively financed with the proceeds of the Original Credit and Additional Financing, consisting of a combination of works, goods or technical advisory services, aimed at responding to damage caused by an Emergency and meeting the criteria set forth Section I.C.3 through 5 of Schedule 2 to the Original Financing Agreement.
- 12. "Environmental Management Framework" or "EMF" means the Recipient's framework, acceptable to the Association, dated December 2010 (disclosed incountry on February 9, 2011, and through the Association's external website on February 25, 2011), and updated in March 2016 (disclosed in-country on March 18, 2016, and through the Association's external website on March 24, 2016), said EMF 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.
- 13. "Ministry of Economic Planning, Sustainable Development, Industry, Information, and Labour" or "MoEP" means the Recipient's Ministry of Economic Planning, Sustainable Development, Industry, Information, and Labour, or any successor or successors thereto.
- 14. "Natural Disaster Declaration" means the declaration of an Emergency by the Recipient pursuant to Section 32 (1) of the National Emergency and Disaster Management Act, 2006 (Act 15 of 2006) of the laws of the Recipient.
- 15. "Original Credit" means an amount of SDR 6,900,000 extended to the Recipient by the Association under the Original Financing Agreement.
- 16. "Original Financing Agreement" means the financing agreement for the Original Project between the Recipient and the Association, dated September 9, 2011, as amended to the date of this Agreement (Credit No. 4986-VC).

- 17. "Original Project" means the Project described in: (a) Schedule 1 to the Original Financing Agreement; (b) Schedule 1 to the Original SCF-PPR Grant Agreement; and (c) Schedule 1 to the Original SCF-PPCR Loan Agreement, as amended.
- 18. "Original SCF-PPCR Grant Agreement" means the grant agreement for the Original Project between the Recipient and the International Bank for Reconstruction and Development, acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, dated September 9, 2011, as amended to the date of this Agreement (SCF-PPCR Grant No. TF010206).
- 19. "Original SCF-PPCR Loan Agreement" means the loan agreement for the Original Project between the Recipient and the International Bank for Reconstruction and Development, acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, dated September 9, 2011, as amended to the date of this Agreement (SCF-PPCR Loan No. TF011132).
- 20. "Procurement Guidelines" means the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011 (revised July 2014).
- 21. "Procurement Plan" means the Recipient's procurement plan for the Project, which comprises the procurement plan, dated September 9, 2016 (covering procurement financed by the Original Financing Agreement, Original SCF-PPCR Loan Agreement, and Original SCF-PPCR Grant Agreement), and the procurement plan, dated October 26, 2016 (covering procurement financed by this Agreement), 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.
- 22. "Project Operational Manual" means the Recipient's manual originally dated November 2011, updated July 2013 and March 16, 2016, and referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 23. "Project Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 24. "Public Sector Investment Programme Management Unit" or "PSIPMU" means the Project unit within the MoEP, and referred to in Section I.A.2 of Schedule 2 to this Agreement or any successor thereto.
- 25. "Resettlement Policy Framework" or "RPF" means the Recipient's framework dated April 2011 (disclosed in-country and through the Association's external website on April 28, 2011), and updated in March 2016 (disclosed in-country on March 3, 2016, and through the Association's external website on March 4, 2016),

setting forth the modalities for resettlement and compensation of Displaced Persons, including guidelines for the preparation of the resettlement action plans, all under the Project, as the same may be amended from time to time with the agreement of the Association.

- 26. "Standard Conditions" means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012, with the modifications set forth in Section II of the Appendix to this Agreement.
- 27. "UNICEF" means the United Nations Children's Fund.
- 28. "United Nations Framework Convention on Climate Change (UNFCCC) Climate Adaptation Fund" means the fund established by the parties to the Kyoto Protocol on the UNFCCC to finance concrete adaptation projects and programs in developing countries that are parties to the Kyoto Protocol.
- 29. "UNOPS" means the United Nations Office for Project Services.
- 30. "World Bank Safeguard Policies" means the Bank/Association's operational policies and procedures set forth in the Bank's Operational manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60 as said manual is published under www.WorldBank.org/opmanual.

Section II. Modifications to the Standard Conditions

The Standard Conditions are hereby modified as follows:

- 1. (a) Section 3.06. (Eligible Expenditures) is modified to read as follows:
- "The Recipient shall ensure that the proceeds of the Grant are used exclusively to finance expenditures which, except as otherwise provided in the Grant Agreement, satisfy the following requirements ("Eligible Expenditures"):
- (a) the payment is for the reasonable cost of goods, works or services required for the Project, to be financed out of the proceeds of the Grant and procured, all in accordance with the provisions of the Grant Agreement;
- (b) the payment is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (c) the expenditures are incurred, and the payments are made: (i) during the dates specified in the Grant Agreement for that purpose; and (ii) except as the World Bank may otherwise agree, the expenditures are incurred prior to the Closing Date."