Strategic Climate Fund
Pilot Program for Climate Resilience
Grant Agreement

(Center and Artibonite Regional Development Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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

Dated July 9, 2014
AGREEMENT dated July 9, 2014, entered into between the REPUBLIC OF HAITI ("Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and THE INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an implementing entity of the Pilot Program for Climate Resilience ("PPCR") under the Strategic Climate Fund.

WHEREAS by a grant agreement ("Financing Agreement") of even date herewith between the Recipient and the International Development Association (the Association), the Association has agreed to make a grant to the Recipient to assist in financing Parts A.1, A.2, A.3, B, C, D and E of the Project on the terms and conditions set forth in the Financing Agreement.

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 or in the Financing Agreement in respect of the Project.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project, through MEF, 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 eight million Dollars ($8,000,000) ("Grant") to assist in financing Parts A, B.1 and C 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 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 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 conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action; and

(b) The Financing Agreement has been executed and delivered, and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement), have been fulfilled.

4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), 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, 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 (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 which expires on November 19, 2015.

**Article V**  
**Recipient's Representative; Addresses**

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Economy and Finance.

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministère de l'Economie et des Finances  
5, Avenue Charles Sumner  
Port-au-Prince  
Republic of Haiti

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

World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable: INDEVAS  
Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391
AGREED at Port-au-Prince, Republic of Haiti, as of the day and year first above written.

REPUBLIC OF HAITI

By

Authorized Representative

Name: MARIE CARMELLE JEAN-MARIE
Title: MINISTER OF ECONOMY & FINANCE

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund

By

Authorized Representative

Name: Mary Bonnet-Bock
Title: Special Envoy
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) support the development of the Centre Artibonite Loop region, primarily by enhancing all-weather connectivity and logistics for producers and the region’s resilience to climate change; and (b) support the Recipient’s capacity to respond promptly and effectively to an Eligible Emergency, as needed.

The Project consists of the following parts:

Part A: Enhancing Logistics and Transport Connectivity and Climate Resilience

1. Strengthening the regional connectivity, logistics and the climate resilience of the road network through the rehabilitation and/or construction of: (a) vulnerable road sections, bridges, river crossings, and critical spots along three major connecting roads: (i) outbound to the capital/South (Saut d’Eau-Titanyen); (ii) outbound to the North (Dessalines-Saint Michel-Saint Raphael); (iii) internal corridor West-East across the loop (Maïssade-Hinche); (b) critical sections of primary, secondary and tertiary roads selected on the basis of the vulnerability assessment to be carried out under Part C.1(a) of the Project; (c) tertiary roads selected based on a participatory decision-making mechanism; and (d) basic infrastructure along such roads, all through the carrying out of works and the provision of goods and consultants’ services.

2. Improving the rural road network and the climate resilience thereof through: (a) the rehabilitation or upgrading of feeder roads and rural pathways selected based on a participatory decision-making mechanism; and (b) the rehabilitation and construction of small logistical facilities, all through the carrying out of works and the provision of goods and consultants’ services.

3. Strengthening the road maintenance capacity and mechanisms through: (a) the preparation and adoption of a regional road maintenance strategy and guidelines as well as the provision of Training to MTPTC; (b) the rehabilitation of road maintenance centers in Hinche and Mirebalais; (c) the construction of a road maintenance center in Saint Michel; and (d) the development of new road maintenance micro-enterprises and community-based organizations and enhancing the capacity of existing micro-enterprises and community-based organizations, through carrying out of works and the provision of goods, consultants’ services and Training.

4. Developing technical guidelines and training programs for the incorporation of climate resilience in the design of road infrastructure, through the provision of goods, consultants’ services and Training.
Part B: Improving Infrastructure and Management Capacity of Markets

1. The rehabilitation and/or construction of selected urban markets and the associated facilities, and the improvement of their climate resilience and management capacity, through the carrying out of works and the provision of goods, consultants’ services and Training.

2. The rehabilitation and/or construction of rural markets and the associated facilities selected based on a participatory decision-making mechanism and the improvement of their management capacity, through the carrying out of works and the provision of goods, consultants’ services and Training.

Part C: Supporting the Development of Regional Knowledge, Planning Capacity and Local Participation

1. Supporting the development of regional knowledge including climate resilience aspects through: (a) the carrying out of a vulnerability assessment of the road network; (b) the preparation of studies, plans and guidelines; (c) the development of information systems; (d) the provision of technical assistance to strengthen the capacity of CIAT-ES; and (e) the development of a dashboard tool capturing key development indicators and investments at the regional level, all through the provision of goods and consultants’ services.

2. Supporting the development of regional planning capacity including climate resilience mainstreaming and local participation through: (a) the preparation of a regional programmatic development agenda; (b) supporting the implementation of the participatory decision-making mechanism at the local level to identify local priorities and investments; and (c) enhancing the capacity of existing local CTDs, the technical services of selected municipalities, the CASECs and community-based organizations through the carrying out of small works and the provision of goods, consultants’ services and Training.

Part D: Contingent Emergency Response

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

Part E: Project Implementation, Evaluation and Monitoring

Provision of support to MEF, CIAT-ES, MTPTC and MARNDR for the Project management, monitoring and evaluation, through the carrying out of small works and the provision of goods, consultants’ services, Training and Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall vest the overall responsibility for the implementation of the Project in MEF. The Recipient shall ensure that MEF, on behalf of MTPTC, MARNDR and CIAT-ES shall carry out Parts A, B, C and E of the Project in accordance with the Operations Manual and, except as the World Bank shall otherwise agree, shall not amend or waive any provision of the Operations Manual if, in the opinion of the World Bank, such amendment or waiver may materially and adversely affect the carrying out of Parts A, B, C and E of the Project or the achievement of the objective thereof. In case of any conflict between the terms of this Agreement and those of the Operations Manual, the terms of this Agreement shall prevail. The Operations Manual shall include provisions detailing procedures and guidelines for the carrying out of the Project, including, *inter alia*:

(a) the detailed description of Parts A, B, C and E of the Project implementation activities, including their sequencing and the prospective timetable and benchmarks in relation thereto, as well as the detailed institutional arrangements in respect thereof;

(b) the Parts A, B, C and E of the Project’s administrative, accounting, auditing, reporting, financial, procurement and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;

(c) procurement and contracting procedures consistent with Section III of this Schedule, to be applicable to the contracts for works, goods, non-consulting services and services required for Parts A, B, C and E of the Project and to be financed out of the proceeds of the Grant;

(d) the plan and procedures for the monitoring and supervision of Parts A, B, C and E of the Project, including all environmental, economic and social aspects in relation thereto;

(e) the procedures for the review and approval of Grant proceeds withdrawal applications to the World Bank, in conformity with the instructions that the World Bank may give to the Recipient in this respect; and

(f) the performance monitoring indicators for Parts A, B, C and E of the Project.
2. For the purpose of carrying out Parts A, B, C and E of the Project, the Recipient through MEF shall, by not later than one month as of the Effective Date of this Agreement, enter into appropriate institutional arrangements, satisfactory to the World Bank with MTPTC, MARNDR and CIAT-ES. The said arrangements shall in accordance with the Operations Manual include, inter alia, that:

(a) MEF shall on behalf of MTPTC, MARNDR and CIAT-ES, maintain UTE within MEF for the management of fiduciary aspects of Parts A, B, C and E of the Project. To this end, MEF shall cause UTE to: (i) appoint a Project director, a procurement specialist, an environmental specialist, and a social specialist with qualifications, experience and terms of reference acceptable to the World Bank, to coordinate with the MTPTC, MARNDR and CIAT-ES the management of the fiduciary aspects and to ensure that the procurement of works, goods, consultants’ and non-consulting services under the Project is conducted as per the Procurement Guidelines and Consultant Guidelines; (ii) enter into contracts with contractors and/or goods and/or service providers under terms and conditions acceptable to the Association; (iii) without limitation to the provisions of Section II.A of this Schedule, prepare, maintain and submit semi-annual Project progress reports to MTPTC, MARNDR and CIAT-ES; (iv) prepare Financial Statements; (v) have the said Financial Statements audited in accordance with the provisions of Section II.B.3 of this Schedule; (vi) coordinate with MTPTC, MARNDR and CIAT-ES and ensure that documents, reports and information are promptly provided to MTPTC, MARNDR and CIAT-ES; (vii) ensure that the Project is carried out in accordance with sound administrative, engineering, accounting and environmental standards pursuant to the provisions of this Agreement, the applicable Safeguards Documents, the Anti-Corruption Guidelines and the Operations Manual; (viii) make available to MTPTC, MARNDR, CIAT-ES and the Project auditors referred to in Section 2.07(b)(i) of the Standard Conditions all documents, books, and records pertaining to the Project activities; and (ix) respond to queries, report findings and comments by MTPTC, MARNDR, CIAT-ES and the Project auditors referred to in Section 2.07(b)(i) of the Standard Conditions;

(b) in accordance with the Operations Manual, MTPTC, MARNDR and CIAT-ES shall promptly provide: (i) technical guidance and support to UTE; and (ii) documents, reports and information required for the preparation of the Project progress reports.

3. The Recipient shall, through UTE: (a) appoint a Project infrastructure engineer on behalf of UCE; and (b) appoint a Project technical officer on behalf of CIAT-ES.
4. For the purpose of ensuring the proper coordination and execution of the Project, the Recipient shall operate and maintain a committee (the Steering Committee), within UTE, throughout the duration of the Project. The Steering Committee shall be chaired by the executive secretary of CIAT, with membership consisting, inter alia, of representatives of the technical departments and units within MEF, MTPTC, MARND and CIAT, as well as representatives of local stakeholders, as set forth in the Operations Manual. The functions of the Steering Committee include, inter alia: (a) ensure consistency of activities with the achievement of Project development objectives; and (b) review annual monitoring reports and audits to validate recommendations for improvement and take appropriate actions in support of implementation, all in accordance with the Operations Manual.

5. The Recipient shall have the road maintenance centers established or to be established in Hinche, Mirebalais and Saint Michel, staffed and equipped in a manner satisfactory to the World Bank throughout the duration of the Project.

6. The Recipient shall, throughout the duration of the Project, periodically add the roads which are rehabilitated under Part A.1 of the Project to the subsequent updated list of eligible roads under the Road Maintenance Fund.

B. Anti-Corruption

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

C. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF, EMP(s), RPF and RAP(s). The Recipient shall not assign, amend, abrogate or waive the ESMF, EMP(s), RPF and/or RAP(s) or any provision thereof, without the prior approval of the World Bank.

2. For purposes of carrying out any works under the Project, the Recipient shall: (a) prior to the issuance of the bidding documents for the works contract for each site, prepare and submit to the World Bank for its approval: (i) the proposed design and site for said works and, the related site-specific EMP in form and substance satisfactory to the World Bank; and (ii) the draft contract for said works to ensure that the provisions of the said site-specific EMP are adequately included in said contract; (b) if applicable, prior to the signing of the contract for said works, prepare and submit to the World Bank for its approval, the site-specific land acquisition and/or resettlement action plan(s) (RAP(s)), in form and substance satisfactory to the World Bank; and (c) if applicable, prior to the commencement of the works, ensure that the pertinent RAP has been implemented in accordance with its terms and in a manner acceptable to the World Bank.
3. The Recipient shall: (a) ensure that all activities undertaken for the purpose of carrying out of the Project comply with environmental standards and guidelines satisfactory to the World Bank; (b) ensure that the selection of any site under the Project is done in accordance with the provisions of the ESMF; (c) ensure the complete implementation of the EMPs in a manner acceptable to the World Bank, including all necessary measures to minimize and to mitigate any adverse environmental impacts caused by the implementation of the Project; and (d) maintain UTE's environmental unit with competent staff in adequate numbers and with such responsibilities and functions acceptable to the World Bank as shall enable UTE to manage, coordinate and monitor the implementation of the EMPs.

4. The Recipient shall: (a) ensure that UTE prepares RAPs according to the RPF; (b) maintain or cause to be maintained by UTE, and publicize or cause to be publicized by UTE, the availability of, grievance procedures to hear and determine fairly and in good faith, in accordance with the RPF, all complaints raised in relation to the implementation of the RAPs by those being resettled (as that term is defined in the RAP) or by those in host communities who are adversely affected by the implementation of the RPF, and take all measures necessary to implement the determinations made under such grievance procedures; (c) cause UTE, to employ a social specialist, satisfactory to the World Bank, to conduct an ex post review of the implementation of the RAPs; (d) cause UTE, to furnish promptly to the World Bank the findings and recommendations for follow up action resulting from each such review; and (e) cause UTE, to implement all such recommendations for follow up action as are agreed with the World Bank.

5. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the ESMF, the RPF, any environmental management plan or similar safeguard instrument, and any RAP, giving details of:

(a) measures taken in furtherance of the ESMF, the RPF, any environmental assessment or similar safeguard instrument, and any RAP;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF, the RPF, any environmental management plan or similar safeguard instrument, and any RAP; 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 ESMF, the RPF, any environmental management plan or similar safeguard instrument, and any RAP.
7. For purposes of carrying out the Project, the Recipient shall cause UTE to ensure that the terms of reference of any consultancy contract entered under 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 requirement of the World Bank's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

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

The Recipient shall carry out Part D of the Project in accordance with the provisions of Sections I.D and III.E of Schedule 2 to the Financing Agreement.

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 indicators set forth in the Operations Manual. Each Project Report shall cover the period of one calendar semester, 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. 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.

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 semester, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have the Project Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.
4. The Recipient shall appoint an independent auditor, with terms of reference and qualifications acceptable to the World Bank, in accordance with the provisions of Section III of this Schedule by not later than four (4) months as of the Effective Date.

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 "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines") in the case of goods, works and non-consulting services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("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.

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) National Competitive Bidding; (b) Shopping; (c) Direct Contracting; (d) Force Account; and (e) Procurement from UNOPS.

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

D. 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.

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) (a) Works for Parts A.1 and A.2 of the Project</td>
<td>3,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Goods, non-consulting services, consultants’ services and Training for Parts A.1 and A.2 of the Project</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>(c) Goods, works, non-consulting services, consultants’ services and Training for Part A.3 of the Project</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>(d) Goods, consultants’ services and Training for Part A.4 of the Project</td>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services and Training for Part B.1 of the Project</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services and Training for Part C of the Project</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>8,000,000</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;

(b) under Category (1)(a), unless and until the Recipient has adopted the regional road maintenance strategy and guidelines referred to in Part
A.3(a) of the Project, in form and substance satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2020.
APPENDIX

Definitions


2. “CASEC” means the Recipient’s local Administrative Counsel (“Conseil d’Administration”) at the municipal and sub-municipal level, established by virtue of the Decree dated February 1, 2006 and published in the Recipient’s official Gazette.

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


5. “CIAT-ES” means the executive secretariat of CIAT.


8. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

9. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s framework acceptable to the World Bank referred to in Section 4.01(b) of the Financing Agreement, to be prepared in accordance with Section I.C of Schedule 2 to this Agreement, setting forth the modalities for environmental and social 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 ESMF.

10. “Environmental Management Plan” or “EMP” means the environmental management plan(s) to be prepared and disclosed by the Recipient in accordance
with the Environmental and Social Management Framework with respect to the Project activities, in accordance with Section I.C of Schedule 2 to this Agreement. Such plan(s) shall specify: (a) the measures to be taken during the implementation and operation of such activity, to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; (b) the guidelines for the adoption of pest management measures in all applicable activities; and (c) the actions needed to implement such measures.

11. “Financing Agreement” means the financing agreement referred to in the Preamble of this Agreement as such financing agreement may be amended from time to time. “Financing Agreement” includes all appendices, schedules and agreements supplemental to the Financing Agreement.

12. “MARNDR” means the Recipient’s Ministry of Agriculture, Natural Resources and Rural Development, and any legal successor thereto.


15. “Operating Costs” means reasonable and necessary incremental expenses incurred by the Recipient with respect to Project implementation, management and monitoring, including the costs of staff salaries (excluding salaries of the Recipient’s civil service staff), communication, editing, printing and publication, translation, vehicle operation and maintenance, bank charges, local travel costs and field trip expenses, office rentals, utilities, equipment and supplies.

16. “Operations Manual” means the manual referred to in Section 4.01(c) of the Financing Agreement, as said manual may be updated and/or amended from time to time with the agreement of the World Bank.


18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 2, 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.

19. “Resettlement Action Plan” or “RAP” means a resettlement action plan, satisfactory to the World Bank, to be prepared and implemented by the Recipient for carrying out activities under the Project in accordance with the Resettlement
Policy Framework (as hereinafter defined), to set out, inter alia, the principles and objectives, the affected persons' eligibility criteria, compensation, assistance and rehabilitation entitlements, as well as the monitoring and reporting arrangements in conformity with the Resettlement Policy Framework (as hereinafter defined).

20. "Resettlement Policy Framework" means the Recipient's framework, satisfactory to the World Bank, referred to in Section 4.01(b) of the Financing Agreement, to be prepared in accordance with Section I.C of Schedule 2 to this Agreement, defining the modalities for land acquisition, resettlement and rehabilitation of displaced persons under the Project and describing the policies, procedures, plans and actions (including the resettlement action plan), and institutional measures related to land acquisition and other social impacts that may arise during the Project and other phases related to the Project, and satisfactory to the World Bank.


23. "Training" means expenditures (other than those for Consultants' Services) incurred by the Recipient to finance: (a) reasonable travel, room, board and per diem expenditures as incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.

24. "UCE" means the Recipient's Unité Centrale d'Exécution, within MTPTC or any successor or successors thereto, acceptable to the World Bank.


26. "UTE" means the Recipient's Unité Technique d'Exécution, MEF's Project implementation unit, or any successor or successors thereto, acceptable to the World Bank.
27. "World Bank’s Safeguard Policies" mean the World Bank’s operational policies and procedures set forth in the World 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.