His Excellency  
Jude Alix Patrick Salomon  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Palais des Ministères  
Port-au-Prince, Haïti

Re: CTF TF Grant No. TF0A1571  
Haiti Modern Energy Services for All Project

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Haiti ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as implementing entity of the Clean Technology Fund ("Donor") under the Clean Technology Fund, proposes to extend to the Recipient a grant in an amount not to exceed one million four hundred thirty thousand United States Dollars (US$1,430,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), 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.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

7, Rue Ogé, Pétion Ville, Haiti
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Anabela Abreu
Country Director for Haiti
Latin America and the Caribbean Region

AGREED:

REPUBLIC OF HAITI

By: 
Authorized Representative

Name: Jude Alexis Patrick Bobman
Title: Minister of Finance
Date: November 15, 2017

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with the Disbursement Guidelines for Investment Project Financing, dated February 2017.
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, in this Agreement, or in the CTF Grant Agreement TFA5811 (the CTF Grant Agreement).

Article II
Project Execution

2.01. **Project Objective and Description.** The objective of the Project is to accelerate private-sector-driven, renewable energy-based off-grid electrification in rural and peri-urban areas in the Recipient's territory.

The Project consists of the following parts:

**Part 1: Enabling Environment and OGEF Oversight**

Provision of support to MTPTC to: (i) strengthen the regulatory and policy framework governing off-grid electrification; (ii) provide capacity building and technical support to key stakeholders; and (iii) conduct general oversight of the OGEF.

**Part 2: Off-Grid Electrification Subprojects**

Provision of Financing to carry out Off-Grid Electrification Subprojects.


(a) Payment of the International Fund Manager Fee.

(b) Provision of support to the FDI for: (i) the development of a pipeline of Off-Grid Electrification Subprojects; (ii) the carrying out of due diligence in respect of Financings and Off-Grid Electrification Subprojects, including an environmental and social safeguards screening; and (iii) the
monitoring and evaluation of Off-Grid Electrification Sub-Projects and other Project activities.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Parts 1 and 3(a) of the Project through MTPTC; and (b) cause Parts 2 and 3(b) of the Project to be carried out by the FDI, all in accordance with the provisions of: (i) Article II of the Standard Conditions; (ii) 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 and as of July 1, 2016 (“Anti-Corruption Guidelines”); (c) this Article II; and (d) the CTF Grant Agreement.

2.03. **Institutional and Other Arrangements.** The Recipient shall implement the Project in accordance with the Institutional Arrangements set forth in Section I of Schedule 2 to the CTF Grant Agreement.

2.04. **Donor Visibility.** The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.

2.05. **Project Monitoring, Reporting and Evaluation.** The Recipient shall monitor the Project and discharge its reporting obligations in accordance with the provisions set forth in Section II.A of Schedule 2 to the CTF Grant Agreement.

2.06. **Financial Management.** The Recipient shall discharge its financial management obligations in accordance with the provisions set forth in of Section II.B of Schedule 2 to the CTF Grant Agreement.

2.07. **Procurement.** The Recipient shall discharge its procurement obligations in accordance with the provisions set forth in Section III of Schedule 2 to the CTF Grant Agreement.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, 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 following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the
Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Training, and Operating Costs under Part 1 of the Project</td>
<td>1,430,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT | 1,430,000 |

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made, namely, for payments made prior to the date of this Agreement.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 30, 2028.

**Article IV**

**Additional Remedies**

4.01. Additional Events of Suspension. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of those set out under Article IV of the CTF Grant 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, the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member
Country, showing 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.

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 5.01 ("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 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 VI**

**Recipient's Representative; Addresses**

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

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

Ministère de l'Economie et des Finances  
Palais des Ministères  
5, Ave Charles Sumner/Turgeau  
Port-au-Prince  
République d'Haiti

Telephone(s): (509) 35589673/ (509) 37018059  
Email: mefinfo@mefhaiti.gouv.ht
6.03. **World Bank’s Address.** 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

Telex:  
248423 (MCI) or  
64145 (MCI)

Facsimile:  
1-202-477-6391