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GRANT NUMBER D068-HT

# Financing Agreement

(Sustainable Rural and Small Towns Water and Sanitation Project)

between

REPUBLIC OF HAITI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated

*July 21*

, 2015

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**FINANCING AGREEMENT**

AGREEMENT dated \_\_\_\_\_, 2015, entered into between the REPUBLIC OF HAITI ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to thirty six million three hundred thousand Special Drawing Rights (SDR 36,300,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The Payment Currency is United States Dollars.

**ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause DINEPA to carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV —EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Recipient, and DINEPA.
  - (b) DINEPA has hired an environmental specialist with terms of reference and in a manner satisfactory to the Association.
- 4.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and DINEPA and is legally binding upon the Recipient and DINEPA in accordance with its terms.
- 4.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

#### **ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient's Representative is its Minister of Economy and Finance.
- 5.02. The Recipient's Address is:

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

5.03. The Association's Address is:

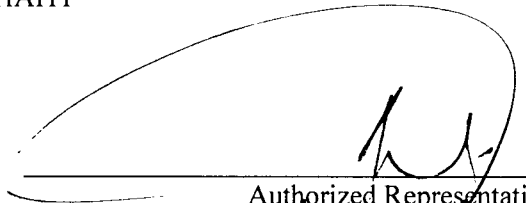
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:	Telex:	Facsimile:
INDEVAS	248423 (MCI)	1-202-477-6391
Washington, D.C.		

AGREED at Port-au-Prince, République d'Haïti, as of the day and year first above written.


REPUBLIC OF HAITI

By

  
\_\_\_\_\_  
Authorized Representative  
Name: Wilfrid Lakou  
Title: Ministre

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

  
\_\_\_\_\_  
Authorized Representative  
Name: Mary Barton-Dock  
Title: Special Envoy

## SCHEDULE 1

### Project Description

The objectives of the Project are to: (a) increase access to improved water supply and sanitation in targeted rural areas and small towns in zones affected by cholera; (b) strengthen the Recipient's water and sanitation service delivery mechanism at the deconcentrated level; and (c) improve the Recipient's capacity to respond promptly and effectively to an Eligible Emergency.

The Project consists of the following Parts:

#### **Part 1. Institutional Strengthening, Capacity Building and Project Management**

(a) Strengthening DINEPA's capacity to develop and manage a national programming mechanism for deconcentrated WSS service delivery in rural areas and small towns, including: (i) establishing a national baseline of WSS coverage and services and a monitoring mechanism to update and use data for decision-making and planning; (ii) developing a road map for universal WSS access by the year 2030; (iii) developing a medium term expenditure framework for the WSS sector; (iv) developing a 3-year rolling consolidated WSS program budget; (v) establishing a WSS sector coordination and joint performance mechanism to operationalize the WSS program budget review process; (vi) defining a fecal sludge management service chain for rural areas and small towns; and (vii) defining an institutional space and strategy for citizen engagement and gender mainstreaming in accordance with the criteria set forth in the Project Operations Manual.

(b) (i) Strengthening the fiduciary, sanitation and social mobilization capacity of selected OREPAs in accordance with criteria set forth in the Project Operations Manual; and (ii) financing the operating costs associated with the management of WSS assets and deconcentrated personnel in OREPAs, URDs and TEPACs selected pursuant to the criteria set forth in the Project Operations Manual.

(c) Strengthening the local stakeholders (including, *inter alia* Local Operators, OPs, CAEPAs, and community members, all selected in accordance with criteria set forth in the Project Operations Manual) in rural and small towns of the Recipient to improve WSS service delivery sustainability through: (i) the carrying out of training in business plan preparation and access to financing for Local Operators; (ii) the carrying out of training in the management and monitoring of rural and small town water supply systems and public sanitation facilities for Local Operators; (iii) the provision of Sub-grants for the financing of toolkits and start-up funds for OPs; (iv) the financing of water meters; (v) the piloting of water source protection schemes with existing OPs; and (vi) capacity building for community-based monitoring of WSS service delivery.

(d) Supporting the design of a joint monitoring mechanism between the Recipient and the Dominican Republic (DR) to respond to trans-boundary pandemics and outbreaks of water-and excreta-related diseases.

(e) (i) Supporting Project management, monitoring and evaluation; and (ii) acquisition of equipment and financing of DINEPA's Operating Costs.

**Part 2: Water Supply and Sanitation**

(a) Increasing access to safe water and sanitation at the local level through: (i) identifying priority works, developing preliminary and detailed engineering designs, conducting supervision of works and social mobilization activities, as well as carrying out construction and rehabilitation of water systems in the selected localities; (ii) carrying out of small repairs and expansions of water supply networks to consolidate access to safe water in localities selected pursuant to criteria set forth in the Project Operations Manual; and (iii) implementing household level sanitation activities consisting of a community-based total sanitation approach, sanitation marketing, hygiene promotion and behavior change communication.

(b) Increasing access to safe water and sanitation in schools, health facilities and public spaces through: (i) developing and implementing water supply solutions pursuant to a selection and needs criteria set forth in the Project Operations Manual; (ii) constructing latrine blocks; and (iii) establishing a sustainable management and maintenance model with the participation of the stakeholders involved.

**Part 3. Contingent Emergency Response (CER)**

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

## SCHEDULE 2

### Project Execution

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Recipient shall operate and maintain DINEPA throughout the implementation of the Project with functions and responsibilities acceptable to the Association, including with respect to: (a) the carrying out, monitoring coordination, and supervision of Project activities; and (b) the fiduciary, procurement, social, environmental, and administrative aspects of the Project.
2. The Recipient shall ensure that DINEPA appropriately coordinates implementation of the Project within its administrative departments so as to ensure all fiduciary and technical responsibilities are fully discharged by DINEPA, all in accordance with the Project Operations Manual.

##### **B. DINEPA Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to DINEPA under a Subsidiary Agreement between the Recipient, acting through the MTPTC and the MEF, and DINEPA, under terms and conditions approved by the Association.
2. The Recipient shall cause DINEPA to coordinate the carrying out of Project activities with the support of the MTPTC, MSPP, MENFP, as needed, and the MEF, in a manner acceptable to the Association.
3. The Recipient shall exercise its rights under the DINEPA Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

##### **C. Project Operations Manual**

1. The Recipient shall, and shall cause DINEPA, to carry out the Project in accordance with a manual (the Project Operations Manual), satisfactory in form and substance to the Association, which consists of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, including the following:

- (a) the detailed description of all Project activities financed under this Agreement, their sequencing and the prospective timetable and benchmarks in relation thereto;
  - (b) the Project administrative, financial, accounting, auditing, procurement and disbursement procedures, including all relevant standard documents;
  - (c) (i) the eligibility criteria for defining an institutional space and strategy for citizen engagement and gender mainstreaming under Part 1 (a)(vii) of the Project; (ii) the eligibility criteria for selecting OREPAs, URDs and TEPACs participating under Part 1 (b) of the Project; (iii) the eligibility criteria for selecting OPs and for providing Sub-grants under Part 1 (c)(iii) of the Project; (iv) a model Sub-grant Agreement; (v) the eligibility criteria for selecting localities participating under Part 2 (a)(ii) of the Project; and (vi) the eligibility criteria for developing and implementing water supply solutions under Part 2 (b)(i) of the Project.
  - (d) the monitoring indicators for the Project.
2. The Project Operations Manual may only be amended from time to time in consultation with, and after approval of, the Association. In case of any conflict between the terms of the Project Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

**D. Sub-grants**

1. For purposes of carrying out Part 1 (c)(iii) of the Project, the Recipient shall cause DINEPA to: (i) select an OP in accordance with criteria and procedures acceptable to the Association, as set forth in the Project Operations Manual; and thereafter (ii) enter into a Sub-grant Agreement with the selected OP under terms and conditions acceptable to the Association, which shall include, *inter alia*, the following:
- (a) the obligation of DINEPA to:
    - (i) make a Sub-grants to OPs for Part 1 (c)(iii) of the Project.
    - (ii) (A) suspend in whole or in part the right of the OP to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the OP's failure to perform any of its obligations under the Sub-grant Agreement; or (B) terminate the Sub-grant Agreement, as the case may be.



- (iii) exercise its rights and carry out its obligations under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing; and
  - (iv) except as the Association shall otherwise agree, the Recipient and/or DINEPA shall not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any Sub-grant Agreement or any provision thereof.
- (b) the obligation of the OP to:
  - (i) use the Sub-grant for the intended purpose with due diligence and efficiency and in accordance with the provisions of the Project Operations Manual, the Anti-Corruption Guidelines applicable to recipient of Grant proceeds other than the Recipient, and the Sub-grant Agreement;
  - (ii) maintain adequate records and accounts, and make available such documentation to the Recipient and DINEPA and any other information that the Recipient and/or DINEPA may request in order to comply with its obligations under Section II of this Schedule.

**E. Implementation Arrangements for Part 3 of the Project (Contingent Emergency Response)**

1. In order to ensure the proper implementation of Part 3 of the Project (“CER Part”), the Recipient shall take the following measures:
  - (a) prepare and furnish to the Association for its review and approval, an operations manual (“CER Operations Manual”) which shall set forth detailed implementation arrangements for the CER Part, including: (i) designation of terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing the CER Part (“Coordinating Authority”); (ii) specific activities which may be included in the CER Part, Eligible Expenditures required therefore (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the CER Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CER Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CER Part, consistent with the Association’s policies on the matter; and (vii) any other arrangements

necessary to ensure proper coordination and implementation of the CER Part;

- (b) afford the Association a reasonable opportunity to review the proposed CER Operations Manual;
  - (c) promptly adopt the CER Operations Manual for the CER Part as shall have been approved by the Association;
  - (d) ensure that the CER Part is carried out in accordance with the CER Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Operations Manual without prior approval by the Association.
2. The Recipient shall, throughout the implementation of the CER Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CER Part (and no activities shall be included in the CER Part) unless and until the following conditions have been met in respect of said activities:
- (a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the CER Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CER Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

**F. Anti-Corruption**

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

**G. Safeguards**

1. No later than six (6) months from the date of this Agreement, and in any case prior to the carrying out of any works under the Project, the Recipient shall, and shall cause DINEPA, to adopt the ESMF in a manner satisfactory to the Association.
2. The Recipient shall ensure that the Project is carried out in accordance with the ESMF and any site-specific environmental management plan to be developed and approved in accordance with the ESMF, all in a manner acceptable to the Association. The Recipient shall not amend, suspend or abrogate any of the provisions of the ESMF (or any environmental management plans prepared thereunder) without the prior agreement of the Association.
3. Prior to the carrying out of any works under the Project, the Recipient shall cause DINEPA to: (i) carry out an environmental and social screening and assessment of the proposed activities; (ii) exclude from the Project any activities requiring physical relocation of people; and (iii) as applicable, prepare a plan for land acquisition acceptable to the Association, all in accordance with the RPF.
4. The Recipient shall cause DINEPA to ensure that the contractors for civil works under the Project include the obligation of the relevant contractor to comply with and implement the relevant ESMF, RPF, environmental management plan or land acquisition plan, as applicable to such civil works commissioned or carried out pursuant to said contract.
5. The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Association's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.
6. Without limitation to the provisions of Section I.G.3 of this Schedule 2, the Recipient undertakes that, unless the Association shall otherwise agree, no physical or economic involuntary resettlement (as interpreted in accordance with the Association's Operational Policy 4.12 (OP 4.12)) shall take place in connection with Project implementation.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each

Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.
4. The Recipient shall not later than six (6) months after the Effective Date recruit an external auditor based on terms of reference acceptable to the Association to carry out the annual audit.

**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 Financing 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 Financing 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 Association 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) National Competitive Bidding, subject to using Standard Bidding Documents agreed with the Association; (b) Shopping; (c) Direct Contracting; (d) Force Account; and (e) Procurement from UNICEF, PAHO/WHO and 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 contracts 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 Association of Procurement Decisions**

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

**E. Procurement of Emergency Expenditures under the CER Part of the Project**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required under the CER Part of the Project shall be procured in

accordance with the procurement methods and procedures set forth in the CER Operational Manual.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing (“Category”), the allocations of the amounts of the Financing 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 SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants’ services and Operating costs for the Project	33,396,000	100%
(2) Emergency Expenditures under the CER Part of the Project	726,000	100%
(3) Refund of Preparation Advance	2,178,000	Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	<u>36,300,000</u>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement; or

- (b) under Category (2), for Emergency Expenditures, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
- (i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the CER Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
  - (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.G 2 of this Schedule 2;
  - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.E.2 of this Schedule 2, for the purposes of said activities; and
  - (iv) the Recipient has adopted the CER Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CER Operations Manual remain - or have been updated in accordance with the provisions of Section I.E.1 of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the CER Part.

2. The Closing Date is September 30, 2021.

## APPENDIX

### 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. “Association’s Safeguards Policies” means the World Bank’s operational policies and procedures set forth in the Association’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](http://www.WorldBank.org/opmanual).
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “CAEPA” means *Comité d’Approvisionnement en Eau Potable et Assainissement* any of DINEPA’s Water and Sanitation Committee in the territory of the Recipient; and “CAEPAs” means, collectively, the plural thereof.
5. “CER” means Contingency Emergency Response, to be carried out, if needed, under Part 3 of the Project.
6. “CER Operations Manual” means the Recipient’s manual for the CER Part referred to in Section I.C.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the CER Part of the Project in accordance with the provisions of said Section, as such manual may be amended from time to time with the prior written consent of the Association.
7. “CER Part” means Part 3 of the Project.
8. “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).
9. “Coordinating Authority” means the entity or entities designated by the Recipient in the CER Operations Manual and approved by the Association pursuant to Section I.E (a)(i) of Schedule 2 to this Agreement, to be responsible for coordinating the CER Part of the Project.
10. “DINEPA” means *Direction Nationale de l’Eau Potable et de l’Assainissement* the Recipient’s National Water and Sanitation Directorate established pursuant to Law No. CL01-2009-001 (*Loi Cadre Portant Organisation du Secteur de*



*l'Eau Potable et de l'Assainissement*), dated March 25, 2009, or any successor thereto.

11. “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 natural or man-made crisis or disaster.
12. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CER Operations Manual in accordance with the provisions of Section I.E.1(a) of Schedule 2 to this Agreement and required for the activities included in the CER Part of the Project.
13. “ESMF” means the Recipient’s framework for the environmental and social management of the Project acceptable to the Association and to be adopted and disclosed by the Recipient and DINEPA in a manner acceptable to the Association, and to be published and made available to the public on DINEPA’s website at <http://www.dinepa.gouv.ht> and through the Association’s Infoshop, which contains, *inter alia*, guidelines for the carrying out of environmental assessments and for the preparation and implementation of environmental management plans, when applicable, as such framework may be amended from time to time with the prior agreement of the Association.
14. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
15. “Local Operator” means any of the OPs or CAEPAs, in the case a CAEPA is designated as the operator, in the territory of the Recipient.
16. “MEF” means *Ministère de l' Economie et des Finances*, the Recipient’s Ministry of Economie and Finance, or any successor thereto.
17. “MENFP” means *Ministère de l' Education Nationale et de la Formation Professionnelle*, the Recipient’s Ministry of Education and Vocational Training or any successor thereto, or any successor thereto.
18. “MSPP” means *Ministère de la Santé Publique et de la Population* the Recipient’s Ministry of Public Health and Population, or any successor thereto.
19. “MTPTC” means the Recipient’s Ministry of Public Works, Transport and Communications (*Ministère des Travaux Publics, Transport et Communications*) or any successor thereto.
20. “OP” means *Opérateur Professionnel*, an individual professional operator of a water supply system or sanitation facility in the territory of the Recipient,

pursuant to a delegation of services contract with a locality CAEPA and DINEPA; and “OPs” means all such operators participating in the Project.

21. “Operating Costs” means reasonable and necessary incremental expenses incurred on account of Project implementation, including office supplies, vehicle operation and maintenance, insurance costs, bank charges, office administration costs, utilities, travel, *per diem* and supervision costs and salaries of locally contracted employees (excluding salaries of the Recipient’s civil service staff), and as approved by the Association.
22. “OREPA” means *Office Régionale de l’Eau Potable et de l’Assainissement*, any of DINEPA’s Regional Water and Sanitation Offices in the territory of the Recipient; and “OREPAs” means, collectively, the plural thereof.
23. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 21, 2014 and on behalf of the Recipient on November 6, 2014.
24. “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).
25. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 17, 2015 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.
26. “Project Operations Manual” means the manual referred to in Section I.C.1 of Schedule 2 to this Agreement.
27. “RPF” means the Recipient’s resettlement policy framework for the Project, acceptable to the Association, and disclosed by the Recipient in a manner acceptable to the Association, and through the Association’s Infoshop on April 7, 2015, which contains, *inter alia*, guidelines for screening for potential resettlement and land acquisition, the preparation and implementation of land acquisition plans, when applicable, including compensation guidelines and grievance redress mechanisms, as such framework may be amended from time to time with the prior agreement of the Association.
28. “Sub-grant” means a grant made or proposed to be made by the Recipient to a OP under Part 1 (c)(iii) of the Project, subject to specific terms and conditions set forth in the Sub-grant Agreement pursuant to Section I.D.1 of Schedule 2 to this Agreement and “Sub-grants” means, collectively, the plural thereof.

29. “Sub-grant Agreement” means the agreement under terms and conditions satisfactory to the Association as specified in the model Sub-grant Agreement set forth in the Project Operations Manual to be entered into between DINEPA and a OP, such agreement to provide, *inter alia*, for the responsibility of the OP in the implementation of Part 1 (c)(iii) of the Project.
30. “Subsidiary Agreement” means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement, satisfactory to the Association, and entered into between the Recipient, through MTPTC and MEF, and DINEPA for the carrying out of the Project.
31. “TEPAC” means, *Technicien en Eau Potable et Assainissement Communal*, any of DINEPA’s water and sanitation communal technicians.
32. “URD” means *Unité Rurale Departementale*, any of DINEPA’s rural departmental units.
33. “WSS” means water supply and sanitation.