

**OFFICIAL  
DOCUMENTS**

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**CREDIT NUMBER 5495-DM**

**Agreement Providing for the  
Amendment and Restatement of the  
Financing Agreement**

**(Disaster Vulnerability Reduction Project)**

**between**

**COMMONWEALTH OF DOMINICA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 10, 2014**

**As Amended and Restated as of the Signature Date.**

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**FINANCING AGREEMENT**

AGREEMENT dated June 10, 2014, entered into between COMMONWEALTH OF DOMINICA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), as amended and restated as of the Signature Date.

WHEREAS: (A) the Recipient and the International Development Association, acting as an implementing entity of the Pilot Program for Climate Resilience (Pilot Program for Climate Resilience (PPCR)) under the Strategic Climate Fund, entered into a grant agreement (PPCR Grant Agreement) for the purpose of making a grant to the Recipient to assist in financing Parts A, B and D of the Project on the terms and conditions set forth in the PPCR Grant Agreement; and

(B) the Recipient and the International Development Association, acting as an implementing entity of the Strategic Climate Fund (SCF), entered into a loan agreement (SCF Loan Agreement) for the purpose of providing a loan to the Recipient to assist in financing Part A of the Project on the terms and conditions set forth in the SCF Loan Agreement.

NOW THEREFORE, 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 credit in an amount equivalent to eleven million Special Drawing Rights (SDR 11,000,000) (variously, “Credit” and “Financing”), to assist in financing Parts A and C of 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 Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 1 and August 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall 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 Amended and Restated PPCR Grant Agreement, the Amended and Restated SCF Loan Agreement, and the Additional Financing Agreement have been executed and delivered and all conditions precedent to their effectiveness (other than the effectiveness of this Agreement) have been fulfilled; and
  - (b) the Recipient has updated the Project Operations Manual for Parts A, B and D of the Project, in form and substance satisfactory to the Association.
- 4.02. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.03. 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 years after the date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is the Minister responsible for finance.

5.02. The Recipient's Address is:

Ministry of Finance  
Financial Centre  
Kennedy Avenue, Roseau  
Commonwealth of Dominica

Facsimile:  
1-767-448-0054

5.03. The Association's Address is:

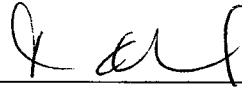
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

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

AGREED at Roseau, Commonwealth of Dominica as of the day and year above written, as amended and restated as of the Signature Date.

COMMONWEALTH OF DOMINICA

By



\_\_\_\_\_  
Authorized Representative

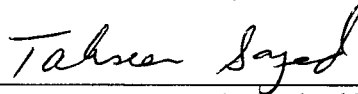
Name: Mrs. Rosamund Edwards

Title: Financial Secretary

Date: November 27, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



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Authorized Representative

Name: Tahseen Sayed

Title: Country Director, Caribbean Country  
Management Unit, Latin American and  
the Caribbean Region

Date: November 27, 2018

## SCHEDULE 1

### Project Description

The objective of the Project is to reduce vulnerability to natural hazards and climate change impacts in the Recipient's territory through: (a) investment in resilient infrastructure; and (b) improved hazard data collection and monitoring systems.

The Project consists of the following parts:

#### Part A: Prevention and Adaptation Investments

1. Carrying out of selected infrastructure investments, including: (a) construction of water storage and distribution infrastructure; (b) slope stabilization; and (c) rehabilitation of transportation infrastructure including, *inter alia*, selected primary and secondary roads and bridges, all through the provision of works, technical advisory services, operating costs and acquisition of goods.

#### Part B: Capacity Building and Data Development, Hazard Risk Management and Evaluation

1. Building the capacity for analysis and assessment of risks from natural hazards and climate change, including integration of such analysis into policy and decision making process for the development of investments, and developing data collection systems, including, *inter alia*: (a) creation of high resolution digital topographic and bathymetric model for the Recipient; (b) creation of a high resolution soils survey map; (c) design and deployment of robust hydromet network; and (d) development of district and community level climate adaptation plans, all through the provision of technical advisory services and training, and acquisition of goods.

#### Part C: Natural Disaster Response Investments

1. Carrying out of Emergency Recovery and Reconstruction Subprojects.

#### Part D: Project Management and Implementation Support

1. Strengthening the institutional capacity for Project management, including: (a) strengthening the capacity and staffing of the PCU; (b) preparation of investment designs and tender documents; (c) preparation of Project reports; (d) processing of contracts and tender evaluation; (e) coordination of participating line ministries; (f) supervision of the quality of works; (g) provision of training of staff of the PCU in Project management and implementation support; (h) monitoring and evaluation of the Project progress and results; and (i) carrying out related activities on Project

management and implementation, all through the provision of technical advisory services, training and 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 shall be 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; and (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project.

##### 2. Project Coordination Unit

- (a) The Recipient shall operate and maintain, at all times during the implementation of the Project, the Project Coordination Unit within the Recipient's Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal, with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation to the provisions of Section 3.01 of this Agreement and of Section I.A.1 of this Schedule, the Recipient shall ensure that the PCU is responsible for the day-to-day administration of the overall Project planning, evaluation, reporting, communication and coordination, the technical and fiduciary (*i.e.*, procurement and financial management in coordination with its Ministry of Finance) aspects, and the environmental and social safeguards compliance, all in accordance with the provisions of this Agreement and the Project Operations Manual.

##### 3. Ministry of Finance and Line Ministries and Agencies

- (a) Without limitation to the provisions of Section I.A.1 and I.A.2 of this Schedule, and for the purpose of ensuring the prompt and efficient implementation of the Project, the Recipient shall ensure that the Project



Coordination Unit shall, at all times during the implementation of the Project, carry out the fiduciary management (*i.e.*, procurement and financial management) under the Project, with the technical support of its Ministry of Finance, including the responsibility of said PCU to, coordinate and provide to the Recipient's Ministry of Finance reports on the fiduciary aspects of the Project in a timely manner, all in accordance with the Project Operations Manual.

- (b) Without limitation to provisions of Section I.A.1 and I.A.2 of this Schedule, the Recipient shall ensure that its Ministry Public Works, Dominica Water and Sewerage Company, the Office of Disaster Management, and other relevant ministries and agencies (Line Ministries and Agencies), provide as may be required, technical support to the Project Coordination Unit for relevant technical supervision and implementation of respective Project activities in the area of expertise of the relevant Line Ministry or Agency, all in accordance with the Project Operations Manual.

**B. Project Operations Manual**

1. The Recipient shall update the Project Operations Manual and thereafter carry out Parts A, B and D of the Project in accordance with the provisions of the updated Project Operations Manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of said Parts of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for said Parts of the Project.
2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Operations 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 Operations 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**

In order to ensure the proper implementation of Part C of the Project, the Recipient shall take the measures set forth below:

1. The Recipient, shall:
  - (a) prepare and furnish to the Association for its review and approval, a CERC Manual which shall set forth detailed implementation arrangements for

said Part of the Project, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing Part C of the Project (“Coordinating Authority”); (ii) specific Emergency Recovery and Reconstruction Subprojects, a sound and actionable country-level response plan, Eligible Expenditures required therefore (“Emergency Expenditures”) and any procedures for such inclusion; (iii) eligibility criteria required for the Emergency Recovery and Reconstruction Subprojects and other necessary arrangements to ensure their effective and efficient implementation; (iv) eligibility criteria and mechanisms for the provision of Cash Transfers and Grants to Eligible Beneficiaries; (v) financial management arrangements for Part C of the Project; (vi) procurement methods and procedures for Eligible Emergency Expenditures to be financed under Part C of the Project; (vii) documentation required for withdrawals of Eligible Emergency Expenditures; (viii) environmental and social safeguard management frameworks for Part C of the Project, consistent with the Association’s policies on the matter; and (ix) any other arrangements necessary to ensure proper coordination and implementation of Part C of the Project.

- (b) afford the Association a reasonable opportunity to review said proposed CERC Manual;
  - (c) promptly adopt such CERC Manual for Part C of the Project as shall have been approved by the Association;
  - (d) ensure that Part C of the Project is carried out in accordance with the CERC Manual; provided however, that in the event of any inconsistency between the provisions of the CERC Manual and this Agreement, the provisions of this Agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Manual without prior approval by the Association.
2. The Recipient shall, throughout the implementation of Part C of the Project, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no Emergency Recovery and Reconstruction Subprojects under Part C of the Project (and no such Subprojects shall be included in Part C of the Project) 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 Subprojects in Part

C of the Project in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

- (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments; and
  - (c) the Recipient has ensured that no activities under Part C of the Project fall under the excluded activities mentioned in the CERC Manual.
4. For purposes of carrying out an Emergency Recovery and Reconstruction Subproject, the Recipient through the Coordinating Authority may provide Cash Transfers or Grants to Eligible Beneficiaries pursuant the corresponding Grant Agreement to be entered into between the Recipient and said Eligible Beneficiaries on terms and conditions acceptable to the Association as set forth in the CERC Manual.
5. An investment or activity shall qualify as an Emergency Recovery and Reconstruction Subproject only if:
- (a) it is initiated in response to an Eligible Emergency;
  - (b) it aims, *inter alia*, to repair or reconstruct streets, roads, bridges, transportation and other infrastructure damaged by the event of an Eligible Emergency in question, re-establish telecommunications infrastructure, re-establish urban or rural solid waste, water supply and sanitation (including urban drainage) infrastructure damaged by the event of an Eligible Emergency in question; repair, re-equip, construct or reconstruct homes, schools, clinics, hospitals or works of cultural significance or other communal structures damaged by the event of an Eligible Emergency in question; remove and dispose debris resulting from the event of an Eligible Emergency in question (but only if such removal and disposal is not an end in itself but constitute an integral part of an infrastructure repair, reconstruction or re-establishment activity itemized herein); restore the productive assets damaged by the event of an Eligible Emergency in question of uninsured low-income producers; replace vegetation destroyed by the event of an Eligible Emergency in question, or repair or mitigate damage caused by the event of an Eligible Emergency to a national natural protected area or buffer zone thereof (all the above in such a way as to take into account the reasons for the damage suffered in the disaster and to ensure that the infrastructure re-establishment through the Emergency

Recovery and Reconstruction Subproject is environmentally sound in a way that reduces its vulnerability to possible social disasters);

- (c) the Association has reviewed and approved the proposed Emergency Recovery and Reconstruction Subproject prior to such Subproject's initiation;
  - (d) in case of an Emergency Recovery and Reconstruction Subproject which consists of carrying out an activity, the terms of reference for any consultancy in respect of any such activity shall be satisfactory to the Association following its review thereof and, to that end, the implementation of such an activity and/or any such terms of reference, shall duly comply with the requirements of the Association Safeguard Policies then in force; and
  - (e) the requirements set forth in subparagraphs (a) to (c) of this paragraph have been met with respect to the Emergency Recovery and Reconstruction Subproject, and contracts for the execution thereof have been awarded and signed (and on-site work under such contracts has commenced) after forty-five (45) calendar days (but no more than one hundred and eighty (180) calendar days), have passed since the occurrence of an Eligible Emergency.
6. On an exceptional basis, the forty-five (45) calendar day limit set forth in paragraph 3(e) of this Section, as well as the one hundred and eighty (180) calendar day limit set forth in said paragraph, may, before the relevant limit expires, be extended in writing by the Association for a particular commencement of any Emergency Recovery and Reconstruction Subproject if the nature of the disaster is such as to justify, in the Association's opinion, delays in the commencement of such Emergency Recovery and Reconstruction Subproject on-site work (such as when disaster conditions, for example non-receding flood waters, persist on-site long after the occurrence of an Eligible Emergency).

**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; (a) prior to carrying out any activities under Parts A, B and D of the Project, update in form and substance acceptable to the Association and disclose in-country and on the Association's InfoShop the EA, EMF, RPF and IPP; and (b) immediately thereafter ensure that Parts A, B, and D of the Project are carried out in accordance with the updated Environmental Management

Framework (EMF), the Environmental Assessment (EA), the Resettlement Policy Framework (RPF), the Indigenous Peoples Plan (IPP) respectively, including the guidelines, rules and procedures defined in said EMF, EA, RPF and IPP. To this end, the Recipient shall, specifically take the following actions in a manner acceptable to the Association:

- (a) if an environmental management plan would be required on the basis of the EMF: (i) such environmental management plan shall be prepared in accordance with the requirements of the EMF, disclosed locally and furnished to the Association for approval; and (ii) if applicable, the pertinent Project activities shall be carried out in accordance with such environmental management plan 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 in respect of such Project activities shall commence until: (A) all measures required to be taken under said resettlement action plan have been taken in accordance with the terms of said plan and in a manner acceptable to the 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 the EA, any indigenous peoples plan, any environmental management plan, or any resettlement action plan are taken in a timely manner, acceptable to the Association.
3. Without limitation of the provisions of paragraph 1 of this Section, the Recipient shall include in the Project Reports adequate information on the implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan, giving details of:
  - (a) measures taken in furtherance of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan; and
  - (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the EMF, the EA, the RPF, the IPP, any environmental management plan, and any resettlement action plan.

**F. Specific Environmental Covenant for Part B of the Project**

The Recipient shall ensure that the terms of reference for any consultancy in respect of any Project activity under Part B of 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 Association's Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

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

**A. Project Reports**

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 the indicators acceptable to the Association. Each Project Report shall cover the period of six (6) calendar months, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by each such report.
2. Without limitation to the provisions of Section 4.08 (b) of the General Conditions, the Recipient shall: (a) on or about the date twenty four (24) months after the Effective Date, submit to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to Section II.A.1 of this Schedule, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and (b) review with the Association the mid-term report, on or about the date one month after its submission, and thereafter take all measures required to ensure the efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the Association's views on the matter.
3. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

**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 quarter, interim unaudited financial reports for the Project covering the quarter, 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.

**Section III. Procurement**

All goods, works, non-consulting services and 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 the Procurement Regulations and the provisions of the Procurement Plan.

**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 Credit to each Category and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part A of the Project	5,822,232	18%
(2) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part B of the Project	0	0%
(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project.	5,176,412	100%
(4) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part D of the Project	0	0%
(5) Refund of Preparation Advance	1,356	Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	<b>11,000,000</b>	

**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 (3), for Emergency Expenditures under Part C of the Project, unless and until the Association is satisfied, and has 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 Part C of the Project 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 C of this Schedule;
  - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section C.1(a) of this Schedule, for the purposes of said activities; and
  - (iv) the Recipient has adopted the CERC Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Manual remain, or have been updated in accordance with the provisions of Section C.1(a) of this Schedule so as to be appropriate for the inclusion and implementation of any given Emergency Recovery and Reconstruction Subproject.

2. The Closing Date is June 30, 2023.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 1 and August 1:	
commencing August 1, 2024 to and including February 1, 2034	1%
commencing August 1, 2034 to and including February 1, 2054	2%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

## APPENDIX

### Definitions

1. “Additional Financing Agreement” means the agreement entered into the Recipient and the Association as of the Signature Date.
2. “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 and as of July 1, 2016.
3. “Amended and Restated Legal Agreements” means collectively the Amended and Restated SCF Loan Agreement, the Amended and Restated PPCR Grant Agreement and the Amended and Restated Financing Agreement.
4. “Amended and Restated SCF Loan Agreement” means the loan agreement for the Disaster Vulnerability Reduction Project between the Borrower and the World Bank, dated June 10, 2014, as amended as of the Signature Date (SCF-PPCR Loan Number TF016912).
5. “Amended and Restated PPCR Grant Agreement” means the grant agreement for the Disaster Vulnerability Reduction Project between the Recipient and the World Bank, dated June 10, 2014, as amended as of the Signature Date (SCF-PPCR Grant Number TF016955).
6. “Association’s Safeguard Policies” means the 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, 4.36, and 4.37, as said manual is published under [www.WorldBank.org/opmanual](http://www.WorldBank.org/opmanual).
7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
8. “Cash Transfers or Grants” means an amount made out of the proceeds of the Financing to pay an Eligible Beneficiary to finance an Emergency Recovery and Reconstruction Subproject in accordance with the provisions set forth in the corresponding Grant Agreement and the CERC Manual.
9. “CERC Manual” means the means the manual to be adopted by the Coordinating Authority referred to in Section I.C.1(a) of Schedule 2 to this Agreement.
10. “Coordinating Authority” means the Recipient’s entity or institution in charge of implementing Part C of the Project.

11. “Displaced Person” means a person who as a result of an involuntary taking of land under Parts A, B or D of the Project, had or would have their: (i) standard of living adversely affected; or (ii) access to, or right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) business, occupation, work or place of residence or habitat adversely affected; and “Displaced Persons” means, collectively, all such Displaced Persons.
12. “Dominica Water and Sewerage Company” means the authority established and operating pursuant to Water and Sewage Act (Act No. 9 of 1994) of the laws of the Recipient, or any successors thereto acceptable to the Association.
13. “Emergency Expenditures” means the eligible expenditures consisting of the approved goods, works, consulting services, non-consulting services, Operating Costs and Training under Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants.
14. “Eligible Beneficiary” means low-income persons affected by an Eligible Emergency eligible to receive a Cash Transfer or Grant that meet the criteria set forth in the CERC Manual.
15. “Eligible Emergency” means the imminent or actual occurrence of a natural or man-made crisis or disaster, which, in the opinion of the Association, has the capacity to cause major adverse economic, health and/or social impacts in the Recipient’s population.
16. “Emergency Recovery and Reconstruction Subproject” means an investment or activity for a productive purpose under Part C of the Project aimed at responding to damage caused by an Eligible Emergency and meeting the criteria set forth Section I.C.5 of Schedule 2 to this Agreement and in the CERC Manual.
17. “Environmental Assessment” or “EA” means the Recipient’s report for the Project dated February 2014, and disclosed in-country on February 27, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association’s InfoShop on February 21, 2014, and subsequently re-disclosed on March 27, 2014, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken under any activity for rehabilitation or construction to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, as such EA may be amended with the agreement of the Association.
18. “Environmental Management Framework” or “EMF” means the Recipient’s framework, acceptable to the Association, dated February 2014, and disclosed in-country on February 27, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association’s InfoShop on February 21, 2014, and subsequently re-

disclosed on March 27, 2014, setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental assessments and management plans under Parts A, B and D of the Project, including a generic standardized EMP for minor works, and such term includes all schedules and annexes to the Environmental Management Framework, as such EMF may be amended from time to time with the agreement of the Association.

19. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
20. “Grant Agreement” means any of the agreements referred to in Section I.C.4 of Schedule 2 to this Agreement, acceptable to the Association.
21. “Indigenous Peoples” means a social group of people with a distinct social and cultural identity that makes them vulnerable to being disadvantaged in the development process, including the presence in varying degrees of the following characteristics: (i) a close attachment to ancestral territories and to the natural resources in these areas; (ii) self-identification and identification by others as members of a distinct cultural group; (iii) an indigenous language, often different from the national language; (iv) presence of customary social and political institutions; and (v) primarily subsistence-oriented production.
22. “Indigenous Peoples Plan” or “IPP” means the Recipient’s plan, acceptable to the Association, dated February 2014 and disclosed in-country on February 25, 2014, and subsequently re-disclosed on March 26, 2014, and in the Association’s InfoShop on February 25, 2014, and subsequently re-disclosed on March 27, 2014, setting forth measures for addressing the needs of the Indigenous Peoples living in the Carib Council within the territory of the Recipient, and providing guidelines and procedures for consultation with, and informed participation of Indigenous Peoples residing or cultivating lands in areas under the Project, as such IPP may be amended from time to time with the agreement of the Association.
23. “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” means the Recipient ministry in charge of environment, climate resilience, disaster management and urban renewal, or any other successor thereto, acceptable to the Association.
24. “Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Energy and Ports, Dominica Water and Sewerage Company, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.
25. “Office of Disaster Management” means the Recipient’s office for disaster management within the Ministry of National Security, Immigration and Labor.

26. "Operating Costs" means the incremental expenses incurred on account of Project management as approved by the Association, including office space rental for the PCU, 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.
27. "Pilot Program for Climate Resilience (PPCR) Grant Agreement" means the grant agreement referred to in paragraph (A) of the preamble to this Agreement, as such grant agreement may be amended from time to time. "PPCR Grant Agreement" includes all appendices, schedules and agreements supplemental to the PPCR Grant Agreement.
28. "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 December 19, 2013, and on behalf of the Recipient on December 19, 2013.
29. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 31, 2018 and provided for under Section IV of the Procurement Regulations, as the same shall be updated from time to time in agreement with the Association.
30. "Procurement Regulations" means the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016.
31. "Project Coordination Unit" or "PCU" means the coordination unit within the Recipient's Ministry of Health and Environment, and referred to in Section I.A.2 (a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.
32. "Project Operations Manual" means the Recipient's manual dated April 2017 referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Association.
33. "Project Steering Committee" means the committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
34. "Proposed Action Plan of Activities" means the plan of activities referred to in Section I.C.1 of Schedule 2 to this Agreement.
35. "Resettlement Policy Framework" or "RPF" means the Recipient's framework, acceptable to the Association, dated February 2014, and disclosed in-country on March 5, 2014, and subsequently re-disclosed on March 25, 2014, and in the Association's InfoShop on February 26, 2014, and subsequently re-disclosed on March 27, 2014, setting forth the modalities for resettlement and compensation of

Displaced Persons, including guidelines for the preparation of the resettlement plans, all under Parts A, B and D of the Project, as the same may be amended from time to time with the agreement of the Association.

36. "Signature Date" means the later of two dates on which the Recipient and the Association signed the Additional Financing Agreement.
37. "Strategic Climate Fund (SCF) Loan Agreement" means the loan agreement of even date herewith referred to in paragraph (B) of the preamble to this Agreement, as such loan agreement may be amended from time to time. "SCF Loan Agreement" includes all appendices, schedules and agreements supplemental to the SCF Loan Agreement.
38. "Training" means the cost associated with the training and workshops approved by the Association, for reasonable expenditures (other than expenditures for consulting 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.