
CREDIT NUMBER 6971-LC

Financing Agreement

(Renewable Energy Sector Development Project)

between

SAINT LUCIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6971-LC

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between SAINT LUCIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS the Recipient and the International Bank for Reconstruction and Development and the International Development Association (“World Bank”), acting as administrator of the Canada Clean Energy and Forests Climate Facility Single-Donor Trust Fund intend to enter into a financing agreement (“Canada Clean Energy and Forests Climate Facility Financing Agreement”) for the purpose of providing a financing in the amount of three million seven hundred and ten thousand United States Dollars (US\$3,710,000) to the Recipient to assist in financing Parts 1 and 2 of the Project (as described in Schedule 1 to this Agreement), on terms and conditions set forth in the Canada Clean Energy and Forest Climate Facility Financing Agreement.

WHEREAS the Recipient and the World Bank, acting as administrator of the Canada Clean Energy and Forest Climate Facility Single-Donor Trust Fund, intend to enter into a grant agreement (“Gender Equality in the Energy Sector of Small Island Developing States Grant Agreement” or “Canada GE-SIDS Grant Agreement”) for the purpose of providing a grant in the amount of five hundred and fifty thousand United States Dollars (US\$550,000) to the Recipient to assist in financing Part 2 of the Project (as described in Schedule 1 to this Agreement), on terms and conditions set forth in the Canada GE-SIDS Grant Agreement.

WHEREAS the Recipient and the World Bank, acting as administrator of the Energy Sector Management Assistance Program Multi-Donor Trust Fund, intend to enter into a grant agreement (“ESMAP Grant Agreement”) for the purpose of providing a grant in the amount of four million two hundred thousand United States Dollars (US\$4,200,000) to assist in financing Part 1 of the Project, on terms and conditions set forth in the ESMAP Grant Agreement.

WHEREAS the Recipient and the World Bank, acting as implementing entity of the Clean Technology Fund (“CTF”), intend to enter into a grant agreement (“CTF Grant Agreement”) for the purpose of providing a grant in the amount of eight million five hundred seventy-two thousand United States Dollars (US\$8,572,000) to assist in financing Part 1 of the Project, on terms and conditions set forth in the CTF Grant 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) apply to and form 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 Appendixes to this Agreement or to the CTF Grant Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of three million eight hundred thirty thousand Dollars (\$3,830,000) (variously, “Credit” and “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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are March 15 and September 15 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 through its Department of Infrastructure, Ports, and Transport and cause the Project to be carried out with the assistance of

the PIU; all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that the Recipient has failed to perform any of its obligations under the Canada Clean Energy and Forest Climate Facility Financing Agreement, the Canada GE-SIDS Grant Agreement, the ESMAP Grant Agreement and the CTF Grant Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following, namely that the Canada Clean Energy and Forest Climate Facility Financing Agreement, the Canada GE-SIDS Grant Agreement, the ESMAP Grant Agreement and the CTF Grant Agreement have been signed and delivered and all conditions precedent to their effectiveness (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (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 Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister responsible for Finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Minister for Finance, Economic Development and the Youth Economy
5th Floor, Greaaham Louisy – Administrative Building
Waterfront, Castries
Saint Lucia, West Indies; and

- (b) the Recipient's Electronic Address is:

| | |
|---------------|----------------|
| Facsimile: | E-mail: |
| 1758 452 6700 | pm.sec@govt.lc |

6.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

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

- (b) the Association's Electronic Address is:

Telex: Facsimile: E-mail:
248423 (MCI) 1-202-477-6391 lburunciuc@worldbank.org

AGREED as of the Signature Date.

SAINT LUCIA

By

Prime Minister Philip J. Pierre

Authorized Representative

Name: Prime Minister Philip J. Pierre

Title: PRIME MINISTER

Date: 01-Jul-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

E. Gail Richardson

Authorized Representative

Name: E. Gail Richardson

Title: Acting Director, Caribbean

Date: 30-Jun-2022

SCHEDULE 1

Project Description

The objective of the Project is to inform the Recipient on the viability of its geothermal resource for power generation and strengthen the enabling environment to scale-up clean energy investments with the private sector within the Recipient's territory.

The Project consists of the following parts:

Part 1: Geothermal Exploration Drilling Program

1.1: Exploration Management

Support the Recipient to hire the EMC and related ancillary management and planning services to help procure and oversee the Drilling Program on behalf of the Recipient, including, *inter alia*: (a) the preparation of terms of reference for the Drilling Contractor and the preparation of associated bidding documents; (b) review findings from the Pre-Feasibility Study and make final recommendation for the drilling locations; (c) convene stakeholders as needed to guide the implementation of the Drilling Program; (d) perform well testing; (e) finalize the Drilling Report in close cooperation with the Drilling Contractor, the Resource Capacity Report and the Interim Feasibility Study; (f) provide on the job mentorship to local staff to enhance local Project management capacity; and (g) carry out, *inter alia*, topographic and cadastral surveys, geotechnical investigations and land acquisition services, as needed.

1.2: Exploration Drilling

Support the Recipient to finance the drilling rig, integrated drilling services, civil and infrastructure works to facilitate the integration of geothermal energy in the Recipient's power system through: (a) the Drilling Program including services of a Drilling Contractor to undertake slim holes drilling activities to confirm the quality of geothermal resources through the preparation of a report to be validated by EMC on the quality of the geothermal resource measured against technical indicators; and (b) drilling infrastructure works, including, *inter alia*, access roads, well pads, water supply, as required by the Drilling Program, as pre-identified in the Pre-Feasibility Study and confirmed by the EMC in consultation with the Drilling Contractor.

Part 2: Capacity Building, Technical Assistance, and Market Engagement

2.1: Project Implementation Support

Support the Recipient to hire and maintain the PIU in charge of the overall Project management, coordination, oversight, monitoring and evaluation, including technical

inputs, training, capacity-building, safeguards, gender integrating activities, procurement, and financial management services.

2.2: Technical Assistance, Capacity-Building and Market Engagement.

Support the Recipient to carry out activities to improve the market conditions for investing in geothermal energy and other forms of renewable energy focusing on, *inter alia*; (a) support to improve the legislative and regulatory framework of the energy sector, including to facilitate the integration of geothermal energy; (b) stakeholder consultations, communications and public awareness support; (c) legal and transaction advisory services related to the future commercial development of geothermal resources; (d) market sounding and engagement activities with potential private sector developers; (e) educational, training and employment opportunities for women in the energy sector; (f) market studies, analysis and community education on the potential for direct use applications of geothermal resources; and (g) additional activities as needed during Project implementation.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall vest, at all times during the implementation of the Project, the overall responsibility for the implementation of the Project in the Department of Infrastructure, Ports, and Transport with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Association and as set forth in the Operations Manual.
2. The Recipient, through the Department of Infrastructure, Ports, and Transport shall maintain during the implementation of the Project, the Project Implementation Unit to carry out the Project coordination and management; with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Association and as set forth in the Operations Manual.
3. The Recipient shall no later than three (3) months after the Effective Date, hire and thereafter maintain, a Project manager, a procurement specialist, a financial management specialist, an environmental safeguard specialist and a social safeguard specialist to carry out the Project coordination and management within the PIU with adequate capacity, terms of reference and qualifications, all acceptable to the Association and as set forth in the Operations Manual.

B. Operations Manual

1. The Recipient shall:
 - (a) carry out the Project, or/and cause the Project to be carried out, in accordance with the Operations Manual acceptable to the Association, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (i) the detailed description of Project implementation activities and the detailed institutional arrangements of the Project, including staffing plans for the PIU; (ii) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (iii) the monitoring indicators for the Project; (iv) the grievance mechanisms and the code of ethics; (v) the procedural rules for the consultations and reporting of the PIU with the Recipient's Cabinet and Committee of Permanent Secretaries; (vi) land acquisition rules and amounts; (vii) counterpart funds; (viii) conditions, criteria and details for the reimbursement of the Principal Amount

Repayable, including the Maximum Recovery Period, Engagement with Private Developer(s) and the Commissioning of a Power Plant; and (ix) the ESMP, the RPF, the SEP and the ESIA; and

- (b) not amend, suspend, abrogate, repeal or waive any provision of said Operations Manual without the prior written approval of the Association.
- 2. In case of any conflict between the terms of the Operations Manual and this Agreement, the terms of this Agreement shall prevail.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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”).

D. Safeguards.

The Recipient shall:

- 1. implement the Project in accordance with the provisions of the ESMP, RPF, RAP, SEP and the ESIA;
- 2. ensure that all measures for carrying out the recommendations of the ESMP, RPF, RAP, SEP and the ESIA, including details on the roles and responsibilities for land acquisition and resettlement, are taken in a timely manner and that all necessary plans prepared in accordance with said ESMP, RPF, RAP, SEP and ESIA have received the Association’s written no-objection prior to the start of any works or services;
- 3. ensure that the terms of reference of any consultancy in respect to 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 consulting services;
- 4. take all measures to implement the RPF and related plans in a manner and timeframe satisfactory to the Association and ensure, *inter alia*, that: (a) prior to the carrying out of works which involve resettlement (as determined by the Association), Affected Persons are compensated at replacement costs, resettled and provided with assistance in accordance with the RPF and RAP, as appropriate; and (b) complaints related to land acquisition and resettlement are addressed in a timely and adequate manner, as further detailed in the Operations Manual, the RPF and the RAP; and

5. without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are safeguard measures and actions which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions; and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Association.

E. Memorandum of Understanding

1. To facilitate the carrying out of gender activities under Part 2 of the Project, the Recipient shall, no later than three (3) months after the Effective date, sign and thereafter maintain a Memorandum of Understanding with SALCC to implement said gender activities under Part 2 of the Project. Such Memorandum of Understanding shall include, *inter alia*: the Recipient's obligation to make parts of the proceeds of the Financing allocated to Category (2) available to SALCC in order to assist the Recipient in the carrying out of gender activities under Part 2 of the Project in accordance with the Anti-Corruption Guidelines, the Procurement Regulations, the ESMP, the RPF, the RAP, the SEP, the ESIA and the Operations Manual.
2. The Recipient shall exercise its rights or carry out its obligations under the Memorandum of Understanding in such manner as to protect the interests of the Recipient and the Association in order to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Memorandum of Understanding, or any of its provisions.

F. Annual Work Plans

1. Without limitation to the obligations set forth in Section I.B above, the Recipient shall, through the Project Implementation Unit, carry out the Project in accordance with Annual Work Plans to be prepared and furnished to the Association, for its review and approval, not later than October 31 of each calendar year during the implementation of the Project (the first such Annual Work Plan being due one month after the Effective Date), and containing all activities proposed for inclusion in the Project for the next calendar year, including: (a) detailed timetables for the sequencing and implementation of proposed Project activities; (b) types of expenditures required for such activities and a proposed financing plan and sources of funding for such expenditures; and (c) any Operating Costs or Training that may be required under the Project.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views on each such proposed Annual Work Plan; and, thereafter ensure that the Project is implemented with due diligence during said following calendar year in accordance with such Annual Work Plan as shall have been approved by the Association.
3. The Annual Work Plans 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 Annual Work Plans and those of this Agreement, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter (“DFIL”), the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

| Category | Amount of the Credit Allocated (expressed in USD) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|--|---|
| (1) Goods, works, non-consulting services, consulting services for Part 1 of the Project | 1,800,000 | 100% |
| (2) Goods, works, non-consulting services, consulting services, Operating Costs and Training for Part 2 of the Project | 2,030,000 | 100% |
| TOTAL AMOUNT | 3,830,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed US\$ 766,000 may be made for payments made up to twelve (12) months prior to this date for Eligible Expenditures under Category (2).
2. The Closing Date is December 31, 2025.

Section IV. Other Undertakings

1. By June 30, 2023, or such other date as the Association shall agree upon, the Recipient shall: (a) carry out jointly with the Association, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (b) following such mid-term review, the Recipient shall act promptly and diligently to take any corrective action as shall be agreed by the Association.
2. Prior to the start of the Drilling Program, the Recipient shall: (a) publish the updated ESMP, RPF, RAP, SEP and ESIA; and (b) provide satisfactory evidence indicating that it has the land rights required to carry out civil works and drilling under Part 1.2 of the Project; all in form and substance satisfactory to the Association.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each March 15 and September 15 | |
| commencing September 15, 2031 to and including March 15, 2041 | 1% |
| commencing September 15, 2041 to and including March 15, 2061 | 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 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. “Annual Work Plan” or “Annual Work Plans” means any or all work plans prepared annually by the Project Implementation Unit in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, as further detailed in the Operations Manual and as approved by the Association.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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. “Affected Person” means a person or entity who, on account of the execution of the Project has experienced or would experience direct economic and social impacts caused by the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; and, “Affected Persons”, means more than one such Affected Person.
4. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
5. “Cabinet and Committee of Permanent Secretaries” means the Cabinet of the Recipient which comprises its Prime Minister and other Ministers and the Committee of Permanent Secretaries of the Recipient which comprises all public officers holding the office of permanent secretary under Section 69 of the Recipient’s Constitution, or any successors thereto acceptable to the Association.
6. “Canada Clean Energy and Forests Climate Facility Financing Agreement” means the agreement entered into between the Recipient and the World Bank for the Project (Canada Clean Energy and Forests Climate Facility Financing Agreement-Financing No. TF0B6751).
7. “Canada GE-SIDS Grant Agreement” means the agreement entered into between the Recipient and the World Bank for the Project (Canada GE-SIDS Grant No. TF0 B5964).
8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

9. “Commissioning of a Power Plant” means the operationalization of said power plant pursuant to the completion and satisfactory testing, trial runs of individual systems as well as the whole plant including steam supply and all procedures necessary to enable the generation and transfer of electric power in the quantities and qualities specified in the power purchase agreement between the electric utility and the Private Developer(s), as further defined in the Operations Manual.
10. “CTF Grant Agreement” means the agreement entered into the Recipient and the World Bank for the Project (CTF Grant No. TF0B5978).
11. “Department of Infrastructure, Ports, and Transport” means a department within MoIPTPDUR in charge of the overall implementation of the Project, as further detailed in the Operations Manual, or any successor thereto acceptable to the World Bank.
12. “DFIL” means the Disbursement and Financial Information Letter referred to in the General Conditions.
13. “Drilling Contractor” means the firm to be hired by the Recipient to carry out activities under Part 1.2(a) of the Project, as further detailed in the Operations Manual.
14. “Drilling Program” means geothermal exploration drilling including the drilling of slim holes wells carried out under the Project and as further detailed in the Operations Manual.
15. “Drilling Report” means the report prepared by EMC under Part 1.1 of the Project, under terms of reference acceptable to the Association and as further detailed in the Operations Manual.
16. “EMC” means “Exploration Management Consultant”, the consultant to be hired by the Recipient to carry out activities under Part 1.1 of the Project, and as further detailed in the Operations Manual
17. “Engagement with Private Developer(s)” means the signing by the Recipient of a concession agreement with a qualified private firm to develop and operate a geothermal power plant, in form and substance satisfactory to the Association and as further detailed in the Operations Manual.
18. “ESIA” means the Environmental and Social Impact Assessment, the Recipient’s document dated December 17, 2018 acceptable to the Association, as published and available to the public on <http://www.govt.lc/media.govt.lc/www/resources/publications/01-draft-esia-st-lucia-geothermal-exploration-project.pdf>.
19. “ESMAP Grant Agreement” means the agreement entered into the Recipient and the World Bank for the Project (ESMAP Grant No. TF0B5992).

20. “ESMP” means the Recipient’s environmental and social management plan dated December 17, 2018 acceptable to the Association, as published and available to the public on <http://www.govt.lc/media.govt.lc/www/resources/publications/appendix-d-esmp.pdf>, which contains guidelines for undertaking site-specific environmental and social measures (in relation to environmental assessment, natural habitats, forests, pest management and physical cultural resources) for individual investments under the Project, including: (i) guidelines for the identification of existing environmental and social conditions and potential direct and indirect environmental and social impacts and risks resulting from the carrying out of the Project; (ii) guidelines for the carrying out of environmental assessments and the preparation of environmental management plans, when applicable; (iii) recommendation of mitigation measures for each negative impact identified; (iv) measures for enhancing each identified positive impact; and (v) guidelines for the preparation of environmental and social monitoring plans for tracking the application of the mitigation measures, as said framework may be amended from time to time with the Association’s prior approval.
21. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
22. “Geothermal Resource Development Project” means the agreements signed between the Recipient and the World Bank on December 22, 2014 (SIDSDOCK Grant TF018581 and GEF Grant TF018390).
23. “Interim Feasibility Study” means a study to be prepared to summarize the available data regarding the Project, including geoscientific, well and resource data, physical location; safeguards aspects; likely offtake market; likely surface facility configuration for the power plant, budget and schedule.
24. “Memorandum of Understanding” means the agreement to be signed between the Recipient and SALCC for the implementation of gender activities under Part 2 of the Project as referred to in Section I.E.1 of Schedule 2 to this Agreement, as such memorandum may be amended from time to time with the Association’s prior approval.
25. “MoIPTPDUR” means the Recipient’s Ministry of Infrastructure, Ports, Transport, Physical Development and Urban Renewal, or any successor thereto acceptable to the Association.
26. “Operating Costs” means reasonable costs, as shall have been approved by the Association, for the incremental expenses directly incurred on account of Project implementation, consisting of, communication costs, office supplies, equipment and software maintenance and clerk, rental of office spaces and maintenance, minor office refurbishing, bank charges, vehicle operation, taxes and maintenance, insurances, advertisement costs, utilities, document duplication/printing,

consumables, travel cost, accommodation and *per diem* for all staff for travel linked to the implementation of the Project, administrative fees, bonuses (“Project allowances”) for interim PIU staff, local contractual staff (but excluding salaries of regular officials of the Recipient’s civil service), as further detailed in the Operations Manual.

27. “Operations Manual” means the manual dated June 2, 2021 to be adopted by the Recipient in form and substance satisfactory to the Association, as 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.
28. “Project Implementation Unit” or “PIU” means a dedicated unit to be established within the Department of Infrastructure, Ports, and Transport in charge of the day-to-day management and implementation of the Project, as further detailed in the Operations Manual, or any successor thereto acceptable to the Association.
29. “Pre-Feasibility Study” means a study undertaken and financed by the Geothermal Resource Development Project.
30. “Private Developer(s)” means geothermal power plant developer with majority private-sector ownership, as further defined in the Project’s Operations Manual.
31. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
32. “RAP” means the Recipient’s resettlement action plan or plans to be adopted by the Recipient based on the RPF, as consulted and published by Recipient on <http://www.govt.lc/media.govt.lc/www/resources/publications/appendix-e-rap.pdf> and found acceptable to the Association and setting forth the detailed modalities for resettlement and compensation of Affected Persons under the Project.
33. “Resettlement” means the impact of an involuntary taking of land under the Project, which causes affected persons to have their: (i) standard of living adversely affected; (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, adversely affected temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.
34. “Resource Capacity Report” means a report to be prepared by the Recipient to summarize the knowledge regarding geothermal resource, including all geoscientific, drilling and well testing data, as prepared in accordance with a

recognized industry standard code and certified by a suitably senior practitioner experienced in the type of reservoir system involved.

35. “RPF” means the Resettlement Policy Framework prepared by the Recipient dated December 17, 2018, and published and available to the public on <http://www.govt.lc/media.govt.lc/www/resources/publications/appendix-f-rpf.pdf> , which outlines general implementation procedures, mitigation measures and monitoring procedures for Resettlement under the Project, including the procedures for the preparation and implementation of resettlement action plans, as said framework may be amended from time to time with the Association’s prior approval.
36. “SALCC” means Sir Arthur Lewis Community College of Saint Lucia.
37. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions
38. “Stakeholder Engagement Plan” or “SEP” means the document prepared by the Recipient dated December 17, 2018, and published and available to the public on <http://www.govt.lc/media.govt.lc/www/resources/publications/appendix-g-sep.pdf>, which outlines general implementation procedures, consultations, mitigation measures and monitoring procedures for stakeholder engagement, as said plan may be amended from time to time with the Association’s prior approval.
39. “Training” means the reasonable expenditures, as shall have been approved by the Association, for training and workshops, conducted under the Project, including tuitions, scholarships, stipends, apprenticeships, study tours, exchange programs, travel and subsistence costs for training participants, costs associated with securing the services of trainers and speakers, rental of training and workshop facilities, preparation and reproduction of training materials, and other costs directly related to training course or workshop preparation and implementation, as further detailed in the Operations Manual.
40. “World Bank’s Safeguard Policies” means the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.03 (Performance Standards for Private Sector Activities), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), OP/BP 4.37 (Safety of Dams), OP/BP 7.50 (International Waterways), OP/BP 7.60 (Disputed Areas); which can be found at <https://policies.worldbank.org>.