

Public Disclosure Authorized

**CONFORMED COPY**

**CREDIT NUMBER 4269- DOM**

# **Financing Agreement**

**(OECS Catastrophe Insurance Project)**

**between**

**THE COMMONWEALTH OF DOMINICA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated March 8, 2007**

Public Disclosure Authorized

**CREDIT NUMBER 4269 -DOM**

**FINANCING AGREEMENT**

AGREEMENT dated March 8, 2007, entered into between COMMONWEALTH OF DOMINICA (“Recipient”) and 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 credit in an amount equivalent to three million Special Drawing Rights (SDR 3,000,000) (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 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 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 United States Dollars.

### **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 — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Events of Suspension consist of the following:
- (a) The Participation Agreement is amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to benefit fully from the operation of the CCRIF.
  - (b) The Insurance Agreement is amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to benefit fully from the operation of the CCRIF.
  - (c) The legal instruments establishing, and/or the regulatory license issued to, the CCRIF have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to benefit fully from the operation of the CCRIF.
  - (d) The CCRIF corporate structure and/or operational policies have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to benefit fully from the operation of the CCRIF.

- (e) The financial condition of, and/or management of, and/or membership in, the CCRIF has become of a nature such as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to benefit fully from the operation of the CCRIF.
- 4.02. The Additional Event of Acceleration consists of the occurrence of any event specified in paragraphs (a) through (e) of Section 4.01 of this Agreement.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the establishment of the CCRIF, as evidenced by:
- (a) formal registration of the CCRIF as a limited liability company under the laws of the Cayman Islands, owned by a commercial trust also established under said laws;
  - (b) the commitment of at least four members and/or associate members of CARICOM (other than the Recipient, and Grenada, St. Lucia, and St. Vincent and the Grenadines) to participate in the CCRIF, as evidenced by: (i) execution of participation agreements, satisfactory to the Association, between each of said members and the CCRIF; and (ii) payment by said members in full, into an escrow account satisfactory to the Association, of their entrance fees to join CCRIF;
  - (c) the commitment of an additional four members and/or associate members of CARICOM to participate in CCRIF, as evidenced by execution of participation agreements, satisfactory to the Association, between the CCRIF and said additional members (this condition (c) must be satisfied by the Recipient, and may be satisfied additionally by, *inter alia*, Grenada, St. Lucia, and St. Vincent and the Grenadines); and
  - (d) the opening of a commercial bank account by the CCRIF in an institution, and on terms and conditions, acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely that, as part of the evidence to be furnished pursuant to Section 8.02 of the General Conditions, the Recipient shall cause CCRIF to furnish to the Association a legal opinion satisfactory to the Association showing that CCRIF has been properly registered and is established as a limited liability company in full compliance with the laws of the Cayman Islands.

- 5.03. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the Credit which expire on September 8, 2008.
- 5.04. 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 years after the date of this Agreement.

#### **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the Minister of Finance and Planning.

6.02. The Recipient's Address is:

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

Facsimile:

767-448-0054

6.03. 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 the District of Columbia, United States of America, as of the day and year first above written.

**COMMONWEALTH OF DOMINICA**

**By /s/ Ann Rolle**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Caroline Anstey**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to assist the Recipient in participating in the CCRIF for the purpose of reducing the Recipient's financial vulnerability to catastrophic events resulting from hurricanes and earthquakes.

The Project consists of the following parts:

A. provision of financing for the payment of the Recipient's entrance fee to participate in the CCRIF; and

B. provision of financing for the payment of 100 percent of the Recipient's annual catastrophe risk insurance premiums for the first two years of its participation in the CCRIF, and 50 percent of the Recipient's said premium for the third year of its participation in the CCRIF.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. *Payment of the CCRIF Entrance Fee and Annual Premiums.* The Recipient shall instruct the Association (by furnishing to the Association in a timely manner applications for withdrawal from the Recipient's Credit Account) to make direct payments, on behalf of the Recipient, to the CCRIF for amounts due as set forth in the table in Section IV.A.2 of this Schedule. The Recipient shall furnish the applications for withdrawal in adequate time for the Association to make the payments to the CCRIF by their scheduled due dates.
2. *Counterpart Financing.* For the purposes of carrying out the Project, the Recipient shall contribute 50 percent of its third annual catastrophe insurance premium to the CCRIF.

##### B. Participation Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the CCRIF for the purposes set forth in Part A of Schedule 1 to this Agreement, pursuant to a participation agreement executed by the Recipient and the CCRIF, under terms and conditions satisfactory to the Association ("Participation Agreement").
2. The Recipient shall exercise its rights under the Participation 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 Participation Agreement or any of its provisions.

##### C. Insurance Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the CCRIF for the purposes set forth in Part B of Schedule 1 to this Agreement, pursuant to an insurance agreement executed by the Recipient and the CCRIF, under terms and conditions satisfactory to the Association ("Insurance Agreement").
2. The Recipient shall exercise its rights under the Insurance 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 Insurance Agreement or any of its provisions.

**D. Anti-Corruption**

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

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

**A. Project Reports**

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 agreed with the Association. Each Project Report shall cover the period of two calendar semesters (May 1 through April 30), and shall be furnished to the Association not later than one month after the end of the period covered by such report.

**Section III. Procurement**

**A. General**

1. The CCRIF insurance coverage to be financed out of the proceeds of the Financing shall be procured, as if it were a type of good, 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. **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 the Procurement Guidelines.

**B. Particular Methods of Procurement of Goods**

The goods for this Project shall be procured under a contract awarded on the basis of Direct Contracting.

**C. 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.

**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:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Recipient’s entrance fee as described in Part A of the Project.	856,000	100%
(2) Recipient’s first and second annual insurance premiums as described in Part B of the Project.	1,714,000	100%
(3) Recipient’s third annual insurance premium as described in Part B of the Project.	430,000	50%
<b>TOTAL AMOUNT</b>	3,000,000	

**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; and
- (b) under Categories (2) and (3) unless: (i) CCRIF has received a regulatory license from the Cayman Islands Monetary Authority to issue insurance policies; (ii) CCRIF has adopted operational policies satisfactory to the Association; and (iii) the Recipient has entered into the Insurance Agreement with CCRIF.

2. The Closing Date is December 31, 2010.

**Section V. Other Undertakings**

Without limitation to the provisions of Article IV of the General Conditions, the Recipient shall ensure that the Association is promptly informed of any developments in the Recipient's legislation, regulations and operations, including its operational policies and procedures, that may affect the performance of the Project.

### SCHEDULE 3

<b>Repayment Schedule Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each March 15 and September 15:	
commencing March 15, 2017 to and including September 15, 2026	<b>1.25%</b>
commencing March 15, 2027 to and including September 15, 2041	<b>2.5%</b>

\* 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

### Section I. 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.
2. “CCRIF” means the Caribbean Catastrophe Risk Insurance Facility, an insurance facility established as a limited liability company under the laws of the Cayman Islands for the purpose of providing catastrophe risk insurance to governments in the Caribbean region.
3. “CARICOM” means the Caribbean community and common market established by the Treaty of Chaguaramas, on August 1, 1973, and Revised Treaty of Chaguaramas (establishing the Caribbean Community including the CARICOM Single Market and Economy) on July 5, 2001.
4. “General Conditions” means the “International Development Association General Conditions for Credits and Grants,” dated July 1, 2005 (as amended through October 15, 2006).
5. “Insurance Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement, which serves as the basis upon which the Recipient shall make the proceeds of the Financing available to the CCRIF for Part B of the Project.
6. “OECS” means the Organisation of Eastern Caribbean States, which is governed by the Treaty of Basseterre, and consists of the member states of Antigua and Barbuda, the Commonwealth of Dominica, Grenada, Montserrat, St. Kitts and Nevis, St. Lucia and St. Vincent and the Grenadines, and the associate member states of Anguilla and the British Virgin Islands.
7. “Participation Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement, which serves as the basis upon which the Recipient shall make the proceeds of the Financing available to the CCRIF for Part A of the Project.
8. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.