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Resolution DE-11/25

**LOAN CONTRACT No. 5985/GN-BA**

between the

GOVERNMENT OF BARBADOS

and the

INTER-AMERICAN DEVELOPMENT BANK  
acting as Accredited Entity of the Green Climate Fund

Barbados Climate Resilient South Coast Water Reclamation Project

## LOAN CONTRACT

### SPECIAL CONDITIONS

This loan contract, hereinafter the “Contract,” is entered into between the GOVERNMENT OF BARBADOS, hereinafter referred to as the “Borrower,” and the INTER-AMERICAN DEVELOPMENT BANK, acting in its capacity as Accredited Entity of the Green Climate Fund, hereinafter referred to as the “Bank” and together with the Borrower, as the “Parties.”

This Agreement is entered into pursuant to the provisions of the Accreditation Master Agreement signed between the Green Climate Fund, hereinafter referred to as “GCF”, and the Bank on 29 August 2017 (as amended and restated pursuant to a first amendment and restatement agreement dated 16 April 2024), hereinafter referred to as the “Accreditation Master Agreement”, and in accordance with the provisions of the Funded Activity Agreement, hereinafter referred to as the “FAA”, for this Project, dated February 20, 2025.

## CHAPTER I

### Purpose, Constituent Elements of the Contract, and Special Definitions

**SECTION 1.01. Purpose of the Contract.** The purpose of this Contract is to establish the terms and conditions under which the Bank grants a loan to the Borrower to contribute to the financing and execution of the Barbados Climate Resilient South Coast Water Reclamation Project, hereinafter referred to as the “Project”, the main aspects of which are set forth in the Annex.

**SECTION 1.02. Constituent Elements of the Contract.** This Contract is composed of these Special Conditions, the General Conditions, and the Annex.

**SECTION 1.03. Special Definitions.** In addition to the terms defined in the General Conditions, whenever the following terms are capitalized in this Contract, they shall have the meaning assigned to them below. Any reference to the singular includes the plural and vice versa.

- (a) “Accredited Entity” means the Inter-American Development Bank acting in its capacity as administrator of the Green Climate Fund resources for this Project.
- (b) “Associated Facilities” means new or additional works and/or infrastructure, irrespective of the source of financing, essential for a Bank-financed project to function, such as: new/additional access roads, power lines, pipelines required to be built for the Project; new/additional construction camps or housing for Project workers; new/additional power plants required for the Project; new/additional Project effluent treatment facilities; and new/additional warehouses and marine terminals built to handle Project goods.
- (c) “Code of Conduct” means a formal declaration of principles that establishes the standards of behavior for workers in relation to measures for the prevention and

management of environmental, labor and social risks of the Project, including occupational health and safety risks, sexual and gender-based violence, discrimination, and abuse and sexual exploitation of children and other vulnerable people or groups, insofar as this is applicable to the works, other consulting services, consultancies, and goods.

- (d) “Economic displacement”, pursuant to the Bank’s Environmental and Social Policy Framework, refers to loss of land, assets, or restrictions on land use, assets, and natural resources leading to loss of income sources or other means of livelihood. The term “livelihood” refers to the full range of means that individuals, families, and communities utilize to make a living, such as wage-based income, agriculture, fishing, foraging, other natural resource-based livelihoods, petty trade, and bartering.
- (e) “ESAP” or “Environmental and Social Action Plan” means the environmental and social action plan of the Project, agreed on date July 3, 2024, which sets out the necessary actions, within a specific timeframe, for the Project to comply with the Environmental and Social Performance Standards.
- (f) “ESIA” means Environmental and Social Impact Assessment.
- (g) “ESMP” means Environmental and Social Management Plan.
- (h) “ESMS” means Environmental and Social Management System.
- (i) “ESPSs” or “Environmental and Social Performance Standards” refer to the 10 Performance Standards that are part of the Environmental and Social Policy Framework (GN-2965-23).
- (j) “Funded Activity Agreement” or “FAA” means the agreement between the Inter-American Development Bank and the GCF, that includes the terms and conditions for the GCF financing of this Project.
- (k) “Habitat”, pursuant to the Bank’s Environmental and Social Policy Framework, refers to a terrestrial, freshwater, coastal or marine geographical unit or airway that supports assemblages of living organisms and their interactions with the non-living environment. Habitats are divided into modified, natural, and critical. Critical habitats are a subset of modified or natural habitats.
- (l) “Physical displacement”, pursuant to the Bank’s Environmental and Social Policy Framework, refers to relocation due to loss of land or shelter.
- (m) “POM” means Project Operations Manual.

## CHAPTER II

### The Loan

**SECTION 2.01. Amount and Approval Currency of the Loan.** In accordance with this Contract, the Bank agrees to lend to the Borrower, and the Borrower accepts, a loan of up to the amount of thirty million Dollars (US\$30,000,000) chargeable to the resources of the GCF, hereinafter the “Loan.”

**SECTION 2.02. Disbursement Requests and Disbursement Currency.** (a) The Borrower may request Loan disbursements from the Bank pursuant to Chapter IV of the General Conditions.

(b) All disbursements shall be denominated and made in Dollars.

**SECTION 2.03. Currency Availability.** If the Bank is unable to obtain access to the currency requested by the Borrower, the Bank, in consultation with the Borrower may disburse the Loan in another currency of its choice.

**SECTION 2.04. Disbursement Period.** The Disbursement Period will be five (5) years from the effective date of this Contract.

**SECTION 2.05. Amortization Schedule.** (a) The Final Amortization Date shall be twenty (20) years from the date of signature of this Contract.

(b) The Loan shall be repaid by the Borrower in semiannual, consecutive, and insofar as possible, equal installments of one thirtieth of the Outstanding Loan Balance. The first installment shall be due from the Borrower on the expiration date of the sixty-six (66) month period following the effective date of this Contract, and the last installment shall be paid no later than the Final Amortization Date. If the expiration date of the period for the payment of the first amortization installment does not fall on an interest payment date, the payment of the first amortization installment shall be made on the interest payment date immediately preceding the expiration date of such period. If the Final Amortization Date does not fall on an interest payment date, the payment of the last amortization installment shall be made on the interest payment date immediately preceding the Final Amortization Date.

**SECTION 2.06. Interest.** The Borrower shall pay interest of seventy-five (75) basis points (0.75%) per annum on the daily Outstanding Loan Balances on the fifteenth (15th) day of the months of June and December of each year. The first of these payments shall be made on the first of these dates occurring after the effective date of this Contract, pursuant to Article 3.01 of the General Conditions.

**SECTION 2.07. Commitment Fee.** The Borrower shall pay a commitment fee of fifty (50) basis point (0.50%) on the dates set forth in Section 2.06 for the payment of interest, pursuant to Articles 3.01, 3.03, 3.05, 3.06, 3.08, and 3.09 of the General Conditions.

**SECTION 2.08. Service Fee.** The Borrower shall pay a service fee of twenty-five (25) basis points (0.25%) per annum on the daily Outstanding Loan Balances on the dates set forth in Section 2.06 for the payment of interest.

### **CHAPTER III**

#### **Disbursements and Utilization of the Resources of the Loan**

**SECTION 3.01. Condition for all disbursements.** (a) The disbursements of the Loan shall be subject to, in addition to the provisions of these Special Conditions and those of the General Conditions, the receipt by the Bank from the Green Climate Fund of the resources of the Loan and the availability of such resources to proceed with the disbursement required by the Borrower as provided in this Contract.

(b) Notwithstanding the provisions of Article 4.07 of the General conditions, for the disbursements of the Loan, the Borrower shall present, except for the first disbursement, evidence that at least seventy percent (70%) of the resources of the previous disbursement has been committed cumulatively by the Executing Agency for the execution of the Project.

**SECTION 3.02. Special Conditions Precedent to First Disbursement.** (a) In addition to the conditions precedent stipulated in Article 4.01 of the General Conditions, the first disbursement of the Loan shall be subject to the fulfillment, to the satisfaction of the Bank, of the following requirements:

- (i) Entry into effect of Amendment No. 1 to Loan Contract No. 5908/OC-BA and Nonreimbursable Investment Financing Agreement No. GRT/GN-21498-BA referred to in Section 4.01 of these Special Conditions;
- (ii) The Borrower, through the Executing Agency (EA), shall provide evidence to the satisfaction of the Bank that the EA has established the Project Execution Unit (PEU) and has appointed its key personnel, in accordance with the terms previously agreed with the Bank, including: (i) Project coordinator; (ii) Project engineer; (iii) financial specialist; (iv) procurement specialist; and (v) environmental management specialist; and
- (iii) The Borrower, through the EA, shall provide evidence to the satisfaction of the Bank that the POM, which shall include, among other elements, the environmental and social requirements and include as annexes the ESMS, the ESMP, and the ESAP, has been approved by the EA and has entered into effect on the terms previously agreed with the Bank.

(b) The Parties agree that the legal opinions referred to in Article 4.01(a) of the General Conditions would be addressed to the Green Climate Fund as well as to the Bank.

**SECTION 3.03. Utilization of the Resources of the Loan.** (a) The resources of the Loan may only be used to pay expenses that: (i) are necessary for the Project and are in accordance with its objectives; (ii) are carried out in accordance with the provisions of this Contract and Bank policies; (iii) are adequately recorded and documented in the Borrower's or Executing Agency's system; and (iv) are incurred after *[Effective Date as defined in the FAA]* and before the expiration of the Disbursement Period or any extensions thereof. Such expenses are hereinafter referred to as "Eligible Expenditures."

(b) The expenses related to payments regarding the Design and Build of a New Advanced Wastewater Reclamation Plant and Renovation to an Existing Primary Treatment Plant under Component 1 up to an amount of four hundred seventy thousand Dollars (US\$470,000), made before *[Effective Date as defined in the FAA]* but no earlier than July 26, 2024, may be Eligible Expenditures.

**SECTION 3.04. Applicable Exchange Rate for Expenditures Incurred in Local Currency of the Borrower's Country.** For purposes of Article 4.10 of the General Conditions, the Parties agree that the applicable exchange rate shall be that indicated in paragraph (b)(i) of said Article. For purposes of determining the equivalency of expenditures incurred in Local Currency chargeable to the Additional Resources or of the reimbursement of expenditures chargeable to the Loan, the agreed exchange rate shall be the exchange rate on the effective date on which the Borrower, the Executing Agency, or any other person or legal entity in whom the power to incur expenditures has been vested makes the related payments to the contractor, supplier, or beneficiary.

**SECTION 3.05. Special Bank Account.** The bank account referred to in Article 4.01(c) of the General Conditions of this Contract shall be exclusive for the deposit of the Loan resources.

**SECTION 3.06. Suspension of disbursement.** Without prejudice to the provision of Articles 7.01 and 7.02 of the General Conditions, the Bank, by means of a notice to the Borrower, may suspend disbursements if any of the following circumstances occurs:

- (a) A delay to fulfil or a breach by the GCF with respect to the obligations set forth in the Accreditation Master Agreement and FAA pertaining to the transfer of funds to the Bank;
- (b) The suspension, for any reason, of the transfer of funds to the Bank by the GCF provided for under the aforementioned Accreditation Master Agreement and FAA entered into between the Bank and the GCF; and/or
- (c) The termination of the Accreditation Master Agreement and/or the FAA entered into between the Bank and the GCF in connection with the Project.

## **CHAPTER IV**

### **Execution of the Project**

**SECTION 4.01. Project Total Cost.** The Project has an estimated total cost of up to the equivalent of one hundred ten million Dollars (US\$110,000,000), as follows:

- (a) Up to the equivalent of thirty million Dollars (US\$30,000,000) from resources of this Loan Contract;
- (b) Up to the equivalent of forty million Dollars (US\$40,000,000) from resources of Loan Contract No. 5908/OC-BA; and
- (c) Up to the equivalent of forty million Dollars (US\$40,000,000) from resources of Nonreimbursable Investment Financing Agreement No. GRT/GN-21498-BA.

**SECTION 4.02. Executing Agency.** The Barbados Water Authority (BWA) shall be the Executing Agency of the Project. The Borrower hereby certifies the legal and financial capacity of the Executing Agency to act as such.

**SECTION 4.03. Procurement of Goods, Works, and Non-consulting Services.** (a) For purposes of Article 2.01(30) of the General Conditions, the Parties agree that the Procurement Policies are those dated May 2019, which are contained in document GN-2349-15, approved by the Bank on July 2, 2019. If the Procurement Policies are amended by the Bank, the procurement of works, non-consulting services, and goods shall be carried out in accordance with the provisions of the modified Procurement Policies, once they are made known to the Borrower and the Borrower agrees in writing to their application.

(b) For the procurement of works, goods, and non-consulting services, any of the methods described in the Procurement Policies may be used, provided that such method has been identified for the respective procurement in the Procurement Plan approved by the Bank. The application of the procurement rules, procedures and systems of the Borrower or an entity of the Borrower will be subject to the provisions of paragraph 3.2 of the Procurement Policies and the provisions of Article 5.04(b) of the General Conditions.

(c) The threshold for determining the use of international competitive bidding will be made available to the Borrower or the Executing Agency, as the case may be, at <https://projectprocurement.iadb.org/en>. Below that threshold, the selection method shall be determined according to the complexity and characteristics of the procurement, which should be reflected in the Procurement Plan approved by the Bank.

(d) Regarding the use of the International Competitive Bidding method, the Bank and Borrower agree that the provisions of Appendix 2 of the Procurement Policies, regarding domestic margin of preference when comparing bids for the procurement of goods, may apply to goods manufactured in the country of the Borrower, as specified in the respective bidding document.

(e) Regarding the use of the national competitive bidding method, the respective national competitive bidding procedures may be used provided that, in the opinion of the Bank, these procedures are consistent with the Core Procurement Principles and generally compatible with Section I of the Procurement Policies, taking into account the provisions of paragraph 3.4 of the Procurement Policy, among others.

(f) Regarding the use of the national competitive bidding method, this may be used provided that the contracting or procurement is carried out in accordance with the bidding document or documents agreed to between Borrower and the Bank.

(g) The Borrower or the Executing Agency, as the case may be, agrees to obtain prior to awarding the contract for each of the works of the Project, if any, sufficient legal possession of the property where the construction of the respective work is to take place, easements or other rights required for its construction and use, as well as water rights required for the work in question.

(h) For purposes of this Contract, as an exception to the Procurement Policies and the provisions of Article 5.04 of the General Conditions, firms, individuals, and goods originating in countries that are not members of the Bank may participate in the procurement and contracting processes relating to Component 1 of the Project.

**SECTION 4.04. Selection and Contracting of Consulting Services.** (a) For purposes of Article 2.01(8) of the General Conditions, the Parties agree that the Consultant Policies are those dated May 2019, which are contained in document GN-2350-15, approved by the Bank on July 2, 2019. If the Consultant Policies are amended by the Bank, the selection and contracting of consulting services shall be carried out in accordance with the provisions of the modified Consultant Policies, once they are made known to the Borrower and the Borrower agrees in writing to their application.

(b) For the selection and contracting of consulting services, any of the methods described in the Consultant Policies may be used, provided that such method for the respective procurement has been identified in the Procurement Plan approved by the Bank. The application of the procurement rules, procedures and systems of the Borrower or an entity of the Borrower will be subject to the provisions of paragraph 3.2 of the Consultant Policies and the provisions of Article 5.04(b) of the General Conditions.

(c) The threshold for determining the shortlist of international consultants will be made available to the Borrower or the Executing Agency, as the case may be, at <https://projectprocurement.iadb.org/en>. Below that threshold, the shortlist may be composed entirely of national consultants of the Borrower's country.

(d) For purposes of this Contract, as an exception to the Consultant Policies and the provisions of Article 5.04 of the General Conditions, firms and individuals from countries that are not members of the Bank may participate in the selection processes relating to Component 1 of the Project.

**SECTION 4.05. Procurement Plan Update.** In order to update the Procurement Plan in accordance with the provisions of Article 5.04(c) of the General Conditions, the Borrower or the Executing Agency, as the case may be, shall use the procurement plan execution and monitoring system determined by the Bank.

**SECTION 4.06. Other Documents Governing Project Execution.** (a) The Parties agree that Project execution shall be governed by the provisions of this Contract and those established in the POM, the ESMP and the ESAP. If any provision of this Contract should present any inconsistency or contradiction with the POM, the ESMP and the ESAP, the relevant provision of this Contract shall prevail. Moreover, the Parties agree that it shall be necessary to obtain the Bank's written consent prior to making any change to the POM, the ESMP and the ESAP.

(b) The POM shall include, at a minimum: (i) the organizational structure, including the composition of the PEU, and corresponding execution mechanism of the Project, including the Project Steering Committee; (ii) the activities and responsibilities of the various actors of the Project including BWA, Prime Minister's Office, and other public institutions; (iii) the main technical, administrative, and control activities; and (iv) the main environmental and social management procedures.

**SECTION 4.07. Environmental and Social Management.** For purposes of Articles 5.06 and 6.02 of the General Conditions, the Parties agree that Project execution shall be governed by the following provisions, which have been identified as necessary for compliance with the environmental and social obligations of the Project:

(a) The Borrower agrees to design, build, operate, maintain, and monitor the Project and manage the Environmental Social Health and Safety (ESHS) risks of the Project's Associated Facilities, if any, directly or through the Executing Agency or through every other contractor, operator or any other person performing Project related activities in accordance with the ESMS, the ESMP, the ESAP, and other environmental, social and occupational health and safety plans that may have already been developed and/or will be developed during execution, and the requirements included in the Corrective Action Plan.

(b) The Borrower, directly or through the Executing Agency, must ensure that the Project is implemented in accordance with the ESAP dated July 3, 2024, in a manner acceptable to the Bank. For this purpose, the Borrower must ensure that its costs are covered and have the personnel required for its implementation. The ESAP can be modified with the prior written consent of the Bank, as indicated therein.

(c) The Borrower, directly or through the Executing Agency, will hire a social specialist within three (3) months of the first disbursement and oversee the social management aspects of the Project.

(d) The Borrower, directly or through the Executing Agency, will: (i) implement participation processes with the affected communities and interested parties for the activities planned in the Project; (ii) disclose all environmental and/or social documentation of the ESMS; and (iii) establish, publicize, maintain and operate an accessible, effective and efficient grievance

mechanism to facilitate support or resolve concerns that may arise from the implementation of the activities of the Project, in a manner acceptable to the Bank.

(e) The Borrower, directly or through the Executing Agency, will ensure that all bidding documents and contracts to be financed with Loan proceeds include provisions that require applicants, bidders, proponents, contractors, consultants, representatives, staff members, subconsultants, subcontractors, and suppliers of goods and services, their representatives, and supervisory entities, among other aspects, to: (i) comply with the environmental and social instruments of the ESMS, ESAP, ESIA/ESMP, including provisions and procedures to prevent child labor and forced labor; (ii) adopt and enforce the Project Code of Conduct, which must be provided and properly communicated to all its workers; and (iii) in the case that the Project includes the acquisition of solar panels or their components, the Borrower, directly or through the Executing Agency, will ensure that the respective procurement processes, bidding documents, and contracts include the Bank's specific provisions that prevent any type of child or forced labor.

**SECTION 4.08. Maintenance.** The Borrower and the Executing Agency undertake to ensure that the works and equipment included in the Project shall be adequately maintained, according to generally accepted technical standards. The Borrower, directly or through the Executing Agency, shall: (i) prepare an annual maintenance plan; and (ii) present to the Bank a report on the status of said works and equipment and an annual maintenance plan for that year, in the first quarter of each calendar year, beginning in the year that the first work of the Project has been completed and up to three (3) years after the end of the Disbursement Period or any extensions thereof. If, from the inspections conducted by the Bank or from the reports received, the Bank finds that the maintenance does not meet the levels agreed upon, the Borrower, through the Executing Agency, shall undertake the necessary measures to fully correct these shortcomings.

**SECTION 4.09. Other Execution-related Special Obligations.** The Borrower, through the Executing Agency, shall present evidence of the fulfilment of the following conditions, to the satisfaction of the Bank:

- (a) Prior to the start of construction of works under Component 1, the Borrower, through the EA, shall provide evidence to the satisfaction of the Bank, in accordance with the laws of the Borrower, that BWA holds sufficient legal possession of the land where the new water reclamation and reuse facility will be constructed;
- (b) Prior to the start of construction of works under Sub-components 2.1 and 2.2, the Borrower, through the EA, shall provide evidence to the satisfaction of the Bank, in accordance with the laws of the Borrower, that BWA holds sufficient legal rights on the land where the wells will be developed and adequate rights-of-way to the land where the new pipeline for irrigation and recharge will be installed;
- (c) Prior to the start of construction of works under Sub-component 3.2, the Borrower, through the EA, shall provide evidence to the satisfaction of the Bank, in accordance with the laws of the Borrower, that BWA holds sufficient legal rights and adequate rights-of-way to the land where the panels and battery storage system will be installed;

- (d) Prior to the start of construction for any of the works of the Project, the Borrower, through the EA, shall provide evidence to the satisfaction of the Bank, of its approval of the financial mechanism to guarantee the financial sustainability of the works financed by the Project; and
- (e) The Borrower, directly or through the EA, shall not engage in any of the following activities with respect to the Project: physical displacement, significant economic displacement, or significant impacts on critical natural or modified habitats.
- (f) Prior to the start of the design and installation of solar photovoltaic plant/panels (PV), and battery energy storage system at the pumping station under Component 3, the Borrower, through the EA, shall have presented evidence to the Bank of the feasibility studies for such activity.

**SECTION 4.10. Additional obligations.** The Borrower, through the Executing Agency:

- (a) Agrees to use the GCF logo, in accordance with GCF's branding guidelines, and make appropriate references to the GCF as the source of financing in all reports, publications, information given to beneficiaries and news media, related publicity materials and any other forms of public information and the displaying of the GCF logo on the site of any infrastructure works;
- (b) Commits to inform and consult with the Bank in the case of possible credible and material risks or occurrence of money laundering and/or financing of terrorism events in relation to the Project and to promptly take the appropriate steps to address the same, as the case may be; and
- (c) Commits to keep confidential and not share GCF confidential information to which it may have access for the execution of the Project and ensure that the EA keep the same confidentiality.

## **CHAPTER V**

### **Supervision and Evaluation of the Project**

**SECTION 5.01. Supervision of Project Execution.** The documents that, as of the date of signature of this Contract, have been identified as necessary to supervise progress in the execution of the Project are the same as stated in Section 5.01 of the Loan No. 5908/OC-BA. Those plans and reports shall include information regarding the resources of this Loan Contract.

**SECTION 5.02. Supervision of the Financial Management of the Project.** (a) For purposes of Article 6.03 of the General Conditions, as of the date of signature of this Contract, the following external audit financial reports and other reports have been identified as necessary to supervise the financial management of the Project:

- (i) The annual audited financial reports for the Project, which shall be presented to the Bank by the Borrower, through the Executing Agency, within one hundred twenty (120) days following the closing of each fiscal year of the Project and within the Disbursement Period or any extension thereof; and
- (ii) A final audited financial report for the Project, which shall be presented to the Bank by the Borrower, through the Executing Agency, within one hundred twenty (120) days following the date of the last disbursement.

(b) For purposes of Article 6.03(a) of the General Conditions, the fiscal year of the Project is the period between April 1 and March 31 of each year.

**SECTION 5.03. Evaluation of Results.** In order to determine the degree of compliance with the Project's objective and its results, the Borrower or the Executing Agency, as the case may be, shall provide the Bank with the information and reports identified in the Project's Evaluation and Monitoring Report.

## **CHAPTER VI**

### **Miscellaneous Provisions**

**SECTION 6.01. Entry into Effect of the Contract.** This Contract shall enter into effect on the last date of signature by the Parties.

**SECTION 6.02. Communications and Notices.** (a) Any notice, request, communication, or report from one Party to another by virtue of this Contract related to the execution of the Project, with the exception of the notices indicated in paragraph (b) hereof, shall be made in writing and shall be considered to have been made when the relevant document is delivered to the addressee at the respective address given below, or by electronic means under such terms and conditions as the Bank establishes and communicates to the Borrower, unless the Parties agree otherwise.

For the Borrower:

Mailing address:

Permanent Secretary, Finance  
Ministry of Finance  
Government Headquarters  
Bay Street  
St. Michael  
Barbados

Email address: [barbadosloans@barbados.gov.bb](mailto:barbadosloans@barbados.gov.bb)

For the Executing Agency:

Mailing address:

Barbados Water Authority  
Pine Commercial Estate  
The Pine  
St. Michael  
Barbados

Facsimile: (246) 228-155

Email address: [ceo@bwa.gov.bb](mailto:ceo@bwa.gov.bb)

For the Bank:

Mailing address:

Inter-American Development Bank  
Country Office in Barbados  
“Hythe” Welches  
Maxwell Main Road  
Christ Church  
Barbados  
BB17068

Facsimile: (246) 429-4032

Email address: [idbbarbados@iadb.org](mailto:idbbarbados@iadb.org)

(b) Any notice from one Party to another by virtue of this Contract regarding matters other than those related to the execution of the Project, including disbursement requests, shall be made in writing and sent by certified mail, electronic mail, or facsimile addressed to its addressee at any of the respective addresses given below and shall be considered to have been made when the relevant document is delivered to the addressee at the respective address given below, or by electronic means under such terms and conditions as the Bank establishes and communicates to the Borrower, unless the Parties agree otherwise.

For the Borrower:

Mailing address:

Permanent Secretary, Finance  
Ministry of Finance  
Government Headquarters  
Bay Street  
St. Michael  
Barbados

Email address: [barbadosloans@barbados.gov.bb](mailto:barbadosloans@barbados.gov.bb)

For the Bank:

Mailing address:

Inter-American Development Bank  
1300 New York Avenue, N.W.  
Washington, D.C. 20577  
U.S.A.

Facsimile: (202) 623-3096

**SECTION 6.03. Other Limitations.** The Borrower acknowledges that: (i) the Bank's liability is limited to the assets of the GCF held in administration by the Bank for the purposes of financing the activities under this Contract; and (ii) that the Borrower, including their officers, employees, consultants or agents, have no right of action, whether in the contract, tort or under statute to the extent permitted by law, against the GCF in connection with this Contract.

**SECTION 6.04. Commitment to Arbitrate.** For the resolution of any conflict arising out of or connected with this Contract and which is not resolved by agreement between the Parties, they unconditionally and irrevocably submit themselves to the procedure and ruling of the Arbitration Tribunal referred to in Chapter XI of the General Conditions.

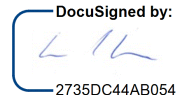
IN WITNESS WHEREOF, the Borrower and the Bank, each acting through its authorized representative, have signed this Contract in Bridgetown, Barbados.

GOVERNMENT OF BARBADOS

INTER-AMERICAN DEVELOPMENT  
BANK

DocuSigned by:  
  
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The Hon. Ryan R. Straughn, M.P.  
Minister of Finance

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Carina Cockburn  
Representative of the Bank in Barbados

Date: July 15, 2025 | 5:16 PM EDT

Date: July 15, 2025 | 11:03 AM EDT

## LOAN CONTRACT GENERAL CONDITIONS

### CHAPTER I Application and Interpretation

**ARTICLE 1.01. Application of the General Conditions.** These General Conditions are applicable to loan contracts for the financing of investment projects using the Green Climate Fund resources, which the Bank enters into with its member countries or with other borrowers that, for purposes of the respective loan contract, have the guarantee of a Bank member country.

**ARTICLE 1.02. Interpretation.** (a) **Inconsistency.** In the event of contradiction or inconsistency between the provisions of the Special Conditions, any annex of the Contract, and the Guarantee Contract or Contracts, if any, and these General Conditions, those provisions shall prevail over the provisions of these General Conditions. In the event of contradiction or inconsistency between provisions of a single element of this Contract, or between the provisions of the Special Conditions, any annex of the Contract, and the Guarantee Contract or Contracts, if any, the specific provision shall prevail over the general.

(b) **Headings and Subheadings.** Any heading or subheading of the chapters, articles, clauses, or other sections of this Contract are included solely for reference and should not be taken into account in the interpretation of this Contract.

(c) **Periods.** Unless this Contract provides otherwise, periods expressed in days, months, or years shall be understood as calendar days, months, or years.

### CHAPTER II Definitions

**ARTICLE 2.01. Definitions.** Whenever the following terms are capitalized in this Contract or in the Guarantee Contract(s), if any, they shall have the meaning set forth below. Any reference to the singular includes the plural and vice versa.

1. “Additional Resources” means resources that are additional to those financed by the Bank, which are necessary for the complete and uninterrupted execution of the Project.
2. “Advance of Funds” means the amount of resources advanced by the Bank to the Borrower, chargeable to the Loan, to cover eligible expenditures of the Project, as provided in Article 4.07 of these General Conditions.

3. “Bank” shall have the meaning assigned to it in the Special Conditions.
4. “Board” means the Board of Executive Directors of the Bank.
5. “Borrower” shall have the meaning assigned to it in the recitals of the Special Conditions.
6. “Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City or, in the case of a Conversion, in the cities listed in the Conversion Notification Letter.
7. “Closing Period” means a period of up to ninety (90) days from the expiration date of the Disbursement Period, or any extension thereof.
8. “Consultant Policies” mean the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank in force at the time of the approval of the Loan by the Bank.
9. “Contract” means this loan contract.
10. “Contracting Agency” means the entity with legal capacity to enter into a contract for the procurement of goods, works, consulting services, and non-consulting services with a contractor, supplier, consulting firm, or individual consultant, as the case may be.
11. “Core Procurement Principles” means the principles that guide the procurement activities and the selection processes pursuant to the Procurement Policies and the Consultant Policies, being the following: value for money, economy, efficiency, equality, transparency, and integrity.
12. “Disbursement Period” means the period for disbursement of the Loan, which is set forth in the Special Conditions.
13. “Dollar” means the legal tender of the United States of America.
14. “Eligible Expenditure” shall have the meaning assigned to it in the Special Conditions.
15. “Environmental and Social Policy Framework” means the Environmental and Social Policy Framework approved by the Bank and into effect at the time of the Project’s approval.
16. “Environmental and Social Performance Standards” means the ten (10) Performance Standards that are part of the Environmental and Social Policy Framework.

17. “Executing Agency” means the entity with legal capacity responsible for executing the Project and for using the proceeds of the Loan. Whenever there is more than one Executing Agency, these will be co-executing agencies and shall be referred to indistinctly as “Executing Agencies” or “Co-executing Agencies.”
18. “Final Amortization Date” means the last date of amortization of the Loan, in accordance with the Special Conditions.
19. “Financial Plan” means a tool for planning and monitoring the cash flows of the Project, which is used in coordination with other project planning tools, including the Procurement Plan.
20. “General Conditions” mean the entirety of articles which comprise the second part of this Contract.
21. “Guarantee Contract,” means the contract, if any, that guarantees the fulfillment of all or part of the obligations contracted by the Borrower under this Contract and under which the Guarantor assumes other obligations for which it is liable.
22. “Guarantor” means the member country of the Bank or subnational entity thereof, as the case may be, that enters into the Guarantee Contract with the Bank.
23. “Loan” shall have the meaning assigned to it in the Special Conditions.
24. “Local Currency” means any currency other than the Dollar that is legal tender in the countries of Latin America and the Caribbean.
25. “Outstanding Loan Balance” means the amount that the Borrower owes the Bank for the portion of the Loan that has been disbursed.
26. “Parties” shall have the meaning assigned to it in the introduction to the Special Conditions.
27. “Principal Currency” means any currency other than the Dollar or Local Currency that is legal tender in the member countries of the Bank.
28. “Procurement Agent” means the entity specialized in managing procurement which, upon agreement with the Borrower or the Executing Agency, as the case may be, may be employed to carry out, partially or in full, the procurement of goods or works, consulting services or non-consulting services for the Project.
29. “Procurement Plan” means a tool for programming and monitoring the procurement related to the Project, in the terms described in the Special Conditions, Procurement Policies, and Consultant Policies.

30. “Procurement Policies” mean the Policies for the Procurement of Works and Goods Financed by the Inter-American Development Bank in force at the time of the approval of the Loan by the Bank.
31. “Prohibited Practices” mean the practices prohibited by the Bank in connection with the activities it finances, as defined by the Board or that are defined in the future and communicated to the Borrower, including among others: corrupt practice, fraudulent practice, coercive practice, collusive practice, obstructive practice, and misappropriation.
32. “Project” or “Program” means the project or program identified in the Special Conditions comprising a set of activities with a development objective that are financed by proceeds of the Loan.
33. “Quarter” means each of the following three-month (3-month) periods of the calendar year: the period beginning on January 1 and ending on March 31; the period beginning on April 1 and ending on June 30; the period beginning on July 1 and ending on September 30; and the period beginning on October 1 and ending on December 31.
34. “Semester” means the first six (6) months or last six (6) months of the calendar year.
35. “Special Conditions” mean the entirety of provisions which comprise the first part of this Contract.

### CHAPTER III

#### **Amortization, Interest, Fees, and Prepayments**

**ARTICLE 3.01. Dates of Payment of Amortization, Interest, Fees, and Other Costs.** The Loan will be amortized in accordance with the provisions set forth in the Special Conditions. Interest and amortization installments will be paid on the fifteenth (15th) day of the month, as set forth in the Special Conditions. The dates for payment of an amortization payment, fees, and other costs shall always coincide with an interest payment date.

**ARTICLE 3.02. Interest.** Interest shall accrue on daily Outstanding Loan Balances at the rate established in the Special Conditions.

**ARTICLE 3.03. Commitment Fee.** (a) The Borrower shall pay a commitment fee on the undisbursed balance of the Loan, at the rate established in the Special Conditions.

(b) The commitment fee will begin to accrue sixty (60) days from the date of signature of the Contract.

(c) The commitment fee shall cease to accrue: (i) when all disbursements have been made; and (ii) in full or in part, as the case may be, when the Loan has been totally or partially cancelled pursuant to Articles 4.02, 4.12, 4.13 or 7.02 of these General Conditions.

**ARTICLE 3.04. Service Fee.** The Borrower shall pay a service fee at the rate established in the Special Conditions.

**ARTICLE 3.05. Computation of Interest and Fees.** The interest and fees shall be calculated on the basis of the actual number of days elapsed in the respective period.

**ARTICLE 3.06. Currency of Payment for Amortization, Interest and Fees.** Interest, fees and principal payments shall be made in Dollars.

**ARTICLE 3.07. Prepayments.** (a) The Borrower may prepay all or part of any Outstanding Loan Balance on any interest payment date, provided that it delivers to the Bank a written irrevocable notice, with the consent of the Guarantor, if any, at least thirty (30) days in advance. Any such prepayment shall be applied as set forth in Article 3.08 of these General Conditions. In the event that the prepayment does not cover the entire Outstanding Loan Balance, the prepayment shall be applied proportionately to the remaining amortization installments.

(b) For purposes of paragraph (a) above, the following payments shall be considered as prepayments: (i) the return of unjustified Advances of Funds; and (ii) payments resulting from all or a part of the Loan being declared immediately due and payable, pursuant to Article 7.02 of these General Conditions.

**ARTICLE 3.08. Application of Payments.** All payments shall be applied first to any return of unjustified Advances of Funds after the expiration of the Closing Period, then to fees and interest due on the payment date, and if a balance exists, to the amortization of installments of principal due.

**ARTICLE 3.09. Transactions Falling Due on Non-Business Days.** Any payment or other transaction which, pursuant to this Contract, should be effected on a day other than a Business Day, shall be considered validly effected if made on the first Business Day immediately thereafter, and in such case no penalty whatsoever shall apply, unless the Bank adopts another convention to follow for this purpose, in which case the Bank will inform the Borrower in writing.

**ARTICLE 3.10. Place of Payments.** All payments shall be made at the principal office of the Bank in Washington, District of Columbia, United States of America, unless the Bank designates another place or places for this purpose by written notification to the Borrower.

## CHAPTER IV

### **Disbursements, Renunciation, and Automatic Cancellation**

**ARTICLE 4.01. Conditions Precedent to First Disbursement of Resources of the Loan.** Without prejudice to the other requirements set forth in the Special Conditions, the first

disbursement of the resources of the Loan shall be subject to the fulfillment of the following requirements to the satisfaction of the Bank:

- (a) The Bank shall have received one or more well-founded legal opinions which establish, with citations of the pertinent constitutional, legal, and regulatory provisions, that the obligations undertaken by the Borrower in this Contract, and those of the Guarantor in the Guarantee Contracts, if any, are valid and enforceable. Such opinions shall also refer to any other legal question that the Bank may deem relevant.
- (b) The Borrower or the Executing Agency, as the case may be, shall have designated one or more officials to represent it for purposes of requesting disbursements of the Loan and for other acts relating to the financial management of the Project, and shall have furnished the Bank with authentic copies of the signatures of said representatives. Should two or more officials be designated, the designation shall indicate whether such officials may act separately or must act jointly.
- (c) The Borrower or the Executing Agency, as the case may be, shall have provided to the Bank information in writing, through its representative authorized to request disbursements of the Loan, regarding the bank account into which disbursements of the Loan are to be deposited. Separate accounts shall be required for disbursements in Local Currency, Dollars, and Principal Currency. This information will not be necessary in the event the Bank agrees that the resources of the Loan are to be posted in the Borrower's general treasury account.
- (d) The Borrower or Executing Agency, as the case may be, shall have demonstrated to the Bank that it has an adequate financial information system and internal control structure for the purposes indicated in this Contract.

**ARTICLE 4.02. Period for Fulfilling the Conditions Precedent to First Disbursement.** If within one hundred eighty (180) days from the effective date of this Contract, or within such longer period as the Parties may agree in writing, the conditions precedent to the first disbursement established in Article 4.01 of these General Conditions and other conditions precedent to the first disbursement agreed upon in the Special Conditions have not been fulfilled, the Bank may terminate this Contract in advance by giving notice to the Borrower.

**ARTICLE 4.03. Conditions for All Disbursements.** (a) As a condition for all disbursements of the resources of the Loan, and without prejudice to the conditions precedent to the first disbursement of the resources of the Loan established in Article 4.01 of these General Conditions and in the Special Conditions, if any, the Borrower or the Executing Agency, as the case may be, undertakes to present to the Bank in writing, whether physically or by electronic means, in such form and conditions as may be specified by the Bank, a disbursement request together with the pertinent documents and other background materials required by the Bank. Unless the Bank agrees otherwise, the last disbursement request shall be presented to the Bank no later than thirty (30) days in advance of the expiration date of the Disbursement Period or any extension thereof.

(b) Unless the Parties agree otherwise, disbursements of the resources of the Loan shall be made only in amounts of not less than the equivalent of fifty thousand Dollars (US\$50,000) each.

(c) Any charge, fee, or expense assessed to the bank account into which disbursements of the resources of the Loan are deposited shall be borne by, and are the responsibility of, the Borrower or the Executing Agency, as the case may be.

(d) In addition, the Guarantor, if any, shall not be more than one hundred twenty (120) days late on the payment of sums owed to the Bank on any loan or guarantee.

**ARTICLE 4.04. Income Generated in the Bank Account for Disbursements.** Income generated from the resources of the Loan deposited in the bank account designated to receive disbursements shall be used to finance Eligible Expenditures.

**ARTICLE 4.05. Disbursement Methods.** At the request of the Borrower or the Executing Agency, as the case may be, the Bank may make disbursements of the resources of the Loan through: (a) reimbursement of expenditures; (b) Advance of Funds; (c) direct payments to third parties; and (d) reimbursement under a letter of credit guarantee.

**ARTICLE 4.06. Reimbursement of Expenditures.** (a) The Borrower or the Executing Agency, as the case may be, may request disbursements under the reimbursement of expenditures method when the Borrower or the Executing Agency, as the case may be, has paid for Eligible Expenditures with its own resources.

(b) Unless the Parties agree otherwise, disbursement requests for reimbursing expenditures shall be made promptly to the extent that the Borrower or the Executing Agency, as the case may be, has incurred such expenditures, and not later than sixty (60) days following the conclusion of each calendar semester.

**ARTICLE 4.07. Advance of Funds.** (a) The Borrower or the Executing Agency, as the case may be, may request disbursements under the Advance of Funds method. The amount of the Advance of Funds shall be set by the Bank on the basis of (i) the liquidity needs of the Project in order to cover periodic projections of Eligible Expenditures during a period of up to six (6) months, unless the Financial Plan provides for a longer period, which in no case may exceed twelve (12) months, and (ii) the risks associated with the capacity demonstrated by the Borrower or the Executing Agency, as the case may be, to manage and use the resources of the Loan.

(b) Each Advance of Funds shall be subject to: (i) the request for Advance of Funds being presented in a manner acceptable to the Bank; and (ii) with the exception of the first Advance of Funds, the Borrower or the Executing Agency, as the case may be, having presented a justification for the use of at least eighty percent (80%) of the total cumulative balances pending justification for this purpose, and the Bank having accepted such justification, unless the Financial Plan specifies a lower percentage, which in no case may be less than fifty percent (50%).

(c) The Bank may, during the term of the Financial Plan, provide for a one-time increase in the amount of the last Advance of Funds granted to the Borrower or the Executing Agency, as the case may be, to the extent that additional resources are needed to pay Eligible Expenditures that were unforeseen in said plan.

(d) The Borrower or the Executing Agency, as the case may be, shall present the last Advance of Funds request no later than thirty (30) days prior to the date of the expiration of the Disbursement Period or any extension thereof, in the understanding that the justification for such Advance of Funds shall be presented to the Bank during the Closing Period. The Bank shall not disburse resources subsequent to the expiration of the Disbursement Period or any extension thereof.

(e) The value of each Advance of Funds to the Borrower or the Executing Agency, as the case may be, must be maintained in the equivalent value expressed in the disbursement currency. Eligible Expenditures incurred with resources of an Advance of Funds must be justified in the equivalent of the total amount of the Advance of Funds expressed in the disbursement currency, using the exchange rate established in this Contract. The Bank may accept adjustments in the justification of the Advance of Funds due to exchange rate fluctuations, provided that they do not impact the execution of the Project.

**ARTICLE 4.08. Direct payments to third parties.** (a) The Borrower or the Executing Agency, as the case may be, may request disbursements under the method of direct payments to third parties, by means of which the Bank directly pays Eligible Expenditures to providers or contractors on behalf of the Borrower or the Executing Agency, as the case may be.

(b) In case of direct payments to third parties, the Borrower or the Executing Agency shall be responsible for payment of the amount equivalent to the difference between the amount of the disbursement requested by the Borrower or the Executing Agency and the amount received by the third party as the result of exchange rate fluctuations, commissions, and other financial costs.

(c) Notwithstanding paragraph (a) above and Article 8.04(b) of these General Conditions, whenever the Bank so determines, it may, by written notice to the Borrower or the Executing Agency, as appropriate, render void the request for direct payment submitted by the Borrower or the Executing Agency, as the case may be.

**ARTICLE 4.09. Reimbursement under a Letter of Credit Guarantee.** The Borrower or the Executing Agency, as the case may be, may request disbursements through reimbursement under a letter of credit, in order to reimburse commercial banks for payments made to contractors or providers of goods and services by virtue of a letter of credit issued and/or confirmed by a commercial bank and guaranteed by the Bank. The letter of credit must be issued and/or confirmed in a manner satisfactory to the Bank. The resources committed under the letter of credit and guaranteed by the Bank shall be used exclusively for the purposes established in the letter of credit for as long as the guarantee remains in effect.

**ARTICLE 4.10. Exchange rate.** (a) The Borrower undertakes to justify, or to cause the Executing Agency to justify, as the case may be, expenditures chargeable to the Loan or the Additional Resources, expressing such expenditures in either the currency of denomination or the of the respective disbursement.

(b) To determine the equivalence of an Eligible Expenditure incurred in the Local Currency of the Borrower's country to the currency in which the disbursements are made, or, for purposes of accounting and justification of expenses, regardless of the source of financing of the Eligible Expenditure, one of the following exchange rates shall be used, pursuant to the Special Conditions:

- (i) the exchange rate in force on the date on which the disbursement currency is converted into the Local Currency of the Borrower's country; or
- (ii) the exchange rate in force on the date of payment of the expenditure in the Local Currency of the Borrower's country.

(c) In those cases in which the exchange rate established in paragraph (b)(i) of this Article is selected, to determine the equivalent of expenditures incurred in the Local Currency chargeable to the Additional Resources or the reimbursement of expenditures chargeable to the Loan, the rate used shall be the exchange rate agreed upon with the Bank in the Special Conditions.

**ARTICLE 4.11. Receipts.** At the request of the Bank, the Borrower shall sign and deliver to the Bank, upon completion of disbursements, a receipt or receipts for the amounts disbursed.

**ARTICLE 4.12. Renunciation of Part of the Loan.** The Borrower, with the concurrence of the Guarantor, if any, may renounce, by notice to the Bank, its right to utilize any part of the Loan which has not been disbursed before the receipt of such notice, provided that the resources of the Loan are not subject to the guarantee of an irrevocable letter of credit, pursuant to Article 7.04 of these General Conditions.

**ARTICLE 4.13 Automatic Cancellation of Portion of the Loan.** Upon expiration of the Disbursement Period and any extension thereof, any portion of the Loan not committed or disbursed shall automatically be cancelled.

**ARTICLE 4.14. Closing Period.** (a) The Borrower undertakes to carry out, or to cause the Executing Agency to carry out, as the case may be, the following actions during the Closing Period: (i) finalize pending payments to third parties, if any; (ii) reconcile its records and present to the Bank's satisfaction the supporting documentation relating to expenditures charged to the Project and other information that the Bank may request; and (iii) return to the Bank the unjustified balance of disbursed resources of the Loan.

(b) Notwithstanding the foregoing, if this Contract provides for external financial audit reports financed with resources of the Loan, the Borrower or the Executing Agency, as the case may be, agrees to reserve, in the manner agreed with the Bank, sufficient resources to cover the payment of the corresponding auditing services. In this case, the Borrower or the Executing

Agency, as the case may be, also undertakes to agree with the Bank as to how the corresponding payments for such audits will be made. In the event the Bank does not receive the above-mentioned external financial audit reports within the periods stipulated in this Contract, the Borrower or the Executing Agency, as the case may be, agrees to return to the Bank the resources reserved for such purpose, which shall not be construed as a waiver by the Bank to exercise the rights set forth in Chapter VII of this Contract.

## **CHAPTER V**

### **Execution of the Project**

**ARTICLE 5.01. Financial Management Systems and Internal Control.** (a) The Borrower shall maintain, or cause the Executing Agency and Procurement Agent, if any, to maintain, as the case may be, internal controls so as to reasonably ensure: (i) that Project resources are used for the purposes of this Contract, devoting special attention to the principles of economy and efficiency; (ii) that Project assets are adequately safeguarded; (iii) that Project transactions, decisions, and activities are duly authorized and executed in accordance with the provisions of this Contract and any other contract related to the Project; and (iv) that transactions are properly documented and recorded in a way that facilitates the production of timely and reliable reports.

(b) The Borrower shall maintain, and shall cause the Executing Agency and the Procurement Agent, if any, to maintain, an acceptable and reliable financial management system for the timely management of Project resources that provides for: (i) financial planning; (ii) accounting, budgetary, and financial record-keeping; (iii) contract administration; (iv) payment processing; (v) the issuance of financial audit reports and other reports associated with the resources of the Loan, the Additional Resources, and other financing sources of the Project, if any.

(c) The Borrower shall preserve, and shall cause the Executing Agency or the Procurement Agent, as the case may be, to preserve, the original records of the Project until the Final Amortization Date of the Loan. Such documents and records shall be maintained adequately in order to: (i) substantiate Project-related activities, decisions, and transactions, including all expenditures incurred; and (ii) show the correlation of the expenditures incurred under the Loan to the respective disbursement made by the Bank.

(d) The Borrower shall include, or cause the Executing Agency and the Procurement Agent, if any, to include in all bidding documents, requests for proposals, and contracts financed with the resources of the Loan that they enter into, respectively, a provision requiring that providers of goods or services, contractors, subcontractors, consultants and their agents, personnel, subconsultants, subcontractors, or concessionaires contracted by them, keep all documents and records related to activities financed with resources of the Loan for a period of seven (7) years after completion of the work contemplated in the relevant contract.

**ARTICLE 5.02. Additional Resources.** The Borrower, directly or through the Executing Agency, as the case may be, commits to contribute Additional Resources in a timely manner. If, as of the approval date of the Loan by the Bank, it has been determined that Additional Resources

are needed, the estimated amount of such Additional Resources shall be that specified in the Special Conditions. Whether or not an estimate of the amount of the Additional Resources has been determined shall neither limit nor diminish the obligation of the Borrower, directly or through the Executing Agency, to contribute in a timely manner all additional resources which may be necessary for the complete and uninterrupted execution of the Project.

**ARTICLE 5.03. General Provisions for Execution of the Project.** (a) The Borrower shall execute, or cause the Executing Agency, as the case may be, to execute the Project in accordance with the objectives thereof, with due diligence in an economically, financially, administratively, and technically efficient manner, and in accordance with the provisions of this Contract and the plans, specifications, investment schedule, budgets, regulations, and other relevant documents of the Project approved by the Bank. The Borrower or the Executing Agency, as the case may be, further agrees that all of its obligations shall be fulfilled to the satisfaction of the Bank.

(b) Any significant modification of the plans, specifications, investment schedule, budgets, regulations, or other documents which the Bank approves, as well as any substantial change in contracts financed with resources of the Loan, shall require the written consent of the Bank.

(c) In case of contradiction or inconsistency between the provisions of this Contract and any plan, specification, investment schedule, budget, regulations, or other relevant document of the Project approved by the Bank, the provisions of this Contract shall prevail over those documents.

**ARTICLE 5.04. Selection and Contracting of Works and Non-consulting Services, Procurement of Goods, and Selection and Contracting of Consulting Services.** (a) Subject to the provisions of paragraph (b) of this Article, the Borrower undertakes to carry out and, where appropriate, cause the Executing Agency or the Procurement Agent, if any, to carry out the procurement of works and non-consulting services, as well as the procurement of goods, in accordance with the Procurement Policies and the Procurement Plan approved by the Bank, and the selection and contracting of consulting services, in accordance with the Consultant Policies and the Procurement Plan approved by the Bank. The Borrower represents that it is aware of the Procurement Policies and Consultant Policies and undertakes to inform the Executing Agency, and the Procurement Agent, as the case may be, of these Policies.

(b) When the Bank has satisfactorily assessed and deemed acceptable the procurement rules, procedures and systems of the Borrower, of an entity of the Borrower or of the Executing Agency, as the case may be, the Borrower or the Executing Agency, as the case may be, may carry out the procurement and contracting financed wholly or partially with resources of the Loan using such procurement rules, procedures and systems, in accordance with the terms of the acceptance of the Bank and applicable accepted legislation and processes. The terms of such acceptance shall be notified in writing by the Bank to the Borrower and the Executing Agency. Use of the procurement rules, procedures and systems of the Borrower, of an entity of the Borrower, or of the Executing Agency, as the case may be, may be suspended by the Bank when, in its opinion, changes have occurred in the parameters or practices the Bank used as the basis for its acceptance, until such time as the Bank determines whether such changes are compatible with international

best practices. During such suspension, the Procurement Policies and Consultant Policies of the Bank will apply. The Borrower, directly or through the Executing Agency, as the case may be, undertakes to notify the Bank of any change in the applicable legislation or processes that have been so accepted. The use of procurement rules, procedures and systems of the Borrower, of an entity of the Borrower, or of the Executing Agency, as the case may be, does not constitute a waiver of the application of the provisions set forth in Section I of the Procurement Policies and Consultant Policies, including the requirement that the respective procurement and contracting of services be contained in the Procurement Plan and is subject to the remaining provisions of this Contract. The provisions of Section I of the Procurement Policies and Consultant Policies shall apply to all contracts, regardless of amount or contracting method. The Borrower agrees to include, or to cause the Executing Agency, as the case may be, to include in the model bidding documents, contracts, and instruments used in electronic or information systems (in physical or electronic media) measures to ensure the application of the provisions set forth in Section I of the Procurement Policies and Consultant Policies, including the provisions on Prohibited Practices.

(c) The Borrower agrees to update, or to cause the Executing Agency, as the case may be, to maintain an updated Procurement Plan, and to update the Procurement Plan at least annually or more frequently, depending on the Project needs. Each updated version of the Procurement Plan shall be submitted for review and approval of the Bank.

(d) The Bank will conduct a review of the selection, contracting, and procurement processes, as set forth in the Procurement Plan. At any time during the execution of the Project, the Bank may change the method of review of these processes, with prior notice to the Borrower or the Executing Agency. The changes approved by the Bank shall be reflected in the Procurement Plan.

**ARTICLE 5.05. Use of Goods.** Except as otherwise expressly authorized by the Bank, any goods procured with the resources of the Loan shall be used exclusively for the purposes of the Project.

**ARTICLE 5.06. Environmental and Social Management.** (a) The Borrower, directly or through the Executing Agency, agrees to carry out the execution (preparation, construction, and operation) of the activities included in the Project in accordance with the Environmental and Social Policy Framework of the Bank, its Environmental and Social Performance Standards, and pursuant to the specific provisions on environmental and social considerations included in the Special Conditions.

(b) The Borrower, directly or through the Executing Agency, as the case may be, agrees to immediately inform the Bank of any noncompliance with the environmental and social obligations set forth in the Special Conditions.

(c) The Borrower, directly or through the Executing Agency, as the case may be, agrees to implement a corrective action plan, agreed upon with the Bank, to mitigate, correct, and compensate any adverse consequences that may result from the failure to comply with the implementation of the environmental and social obligations set forth in the Special Conditions.

(d) The Borrower agrees to allow the Bank, whether directly or through the contracting of consulting services, to carry out supervision activities, including environmental and social audits of the Project, in order to confirm compliance with the environmental and social obligations set forth in the Special Conditions.

**ARTICLE 5.07. Ineligible Expenditures for the Project.** In the event that the Bank determines that an expenditure incurred does not meet the requirements to be considered an Eligible Expenditure or Additional Resources, the Borrower or the Executing Agency, as the case may be, shall take such actions as are necessary to remedy the situation, as required by the Bank, without prejudice to any other measures the Bank may exercise under this Contract, including the obligation of the Borrower to return such resources to the Bank.

## **CHAPTER VI**

### **Supervision and Evaluation of the Project**

**ARTICLE 6.01. Inspections.** (a) The Bank may establish such procedures as it deems necessary to ensure the satisfactory development of the Project.

(b) The Borrower shall permit, or cause the Executing Agency, as the case may be, and the Procurement Agent, if any, to permit the Bank, its investigators, agents, auditors, and experts it engages, to inspect, at any time, the Project and the facilities, equipment, and materials involved therein, and to examine such systems, records, and documents as the Bank may deem pertinent. In addition, the Borrower or the Executing Agency, as the case may be, and the Procurement Agent, if any, shall ensure that their agents fully cooperate with the personnel which the Bank sends or designates for this purpose. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Borrower shall provide, or cause the Executing Agency, as the case may be, and the Procurement Agent, if any, to provide to the Bank any documents relating to the Project that the Bank may request, in a form and within a time frame acceptable to the Bank. Without prejudice to any measures the Bank may take under this Contract in the event such documentation is not available, the Borrower or the Executing Agency, as the case may be, and the Procurement Agent, if any, shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld.

(d) The Borrower shall include, or cause the Executing Agency, as the case may be, and the Procurement Agent, if any, to include a provision in bidding documents, requests for proposals, and contracts entered into by them relating to the execution of the Loan in order to: (i) allow the Bank, its investigators, agents, auditors, or experts, to inspect accounts, records, and other documents relating to the submission of bids and to the performance of the corresponding contract or agreement; and (ii) provide that such accounts, records, and documents may be submitted to the auditors designated by the Bank for an opinion.

**ARTICLE 6.02. Plans and Reports.** To enable the Bank to supervise progress in the execution of the Project and the scope of its results, the Borrower, directly or through the Executing Agency, as the case may be shall:

- (a) Present to the Bank the information, plans, reports, and other documents in such form and substance as the Bank may reasonably request, based on the progress of the Project and its level of risk;
- (b) Comply with the actions and obligations established in such plans, reports, and other documents agreed upon with the Bank;
- (c) Inform the Bank upon identifying any risks or significant changes that cause or may cause delays or difficulties in Project execution; and
- (d) Inform the Bank within no more than thirty (30) days of the initiation of any proceedings, claim, suit, or legal, arbitral, or administrative action relating to the Project and keep the Bank informed on the status thereof.

**ARTICLE 6.03. External Financial Audit Reports and other Financial Reports.** (a) Unless the Special Conditions establish otherwise, the Borrower, directly or through the Executing Agency, as the case may be, shall present the Bank with the external financial audit reports and other reports identified in the Special Conditions within one hundred twenty (120) days following the closing of each fiscal year of the Project and within the Disbursement Period or any extension thereof, and within one hundred twenty (120) days following the date of the last disbursement.

(b) In addition, the Borrower, directly or through the Executing Agency, as the case may be, shall present to the Bank other financial reports in such form and with such content and frequency as the Bank may reasonably request during the Project's execution when, in the opinion of the Bank, the analysis of the level of the Project's fiduciary risk, complexity, or nature so warrant.

(c) Any external audit that may be required under the provisions of this Article and the corresponding provisions of the Special Conditions shall be performed by independent auditors who have been previously accepted by the Bank or by a supreme audit institution previously accepted by the Bank, in accordance with auditing principles and standards acceptable to the Bank. The Borrower, directly or through the Executing Agency, as the case may be, shall authorize the supreme audit institution or the independent auditors to provide the Bank with such additional information it may reasonably request and share with the Green Climate Fund, with respect to the external financial audit reports.

(d) The Borrower, directly or through the Executing Agency, as the case may be, shall select and contract the independent auditors indicated in paragraph (c) above, in accordance with the procedures and terms of reference agreed upon with the Bank. In addition, the Borrower or the Executing Agency, as the case may be, shall provide to the Bank any information it requests relating to the independent auditors under contract.

(e) In the event an external audit required under the provisions of this Article and in the corresponding provisions of the Special Conditions is to be performed by a supreme audit institution and such agency is unable to perform the audit in accordance with requirements satisfactory to the Bank or within the deadlines, for the period, or with the frequency stipulated in this Contract, the Borrower or the Executing Agency, as the case may be, shall select and contract the services of independent auditors acceptable to the Bank, as provided under paragraphs (c) and (d) of this Article.

(f) Notwithstanding the provisions above, the Bank may, on an exceptional basis, select and contract the services of independent auditors to audit the financial audit reports provided for in this Contract when: (i) pursuant to the findings of a Bank-conducted cost-benefit analysis, it is determined that the benefits associated with the hiring of such services by the Bank outweigh the costs; (ii) there is limited access to auditing services in the country; (iii) special circumstances warrant the selecting and hiring of such services by the Bank; or (iv) the Green Climate Fund requests it. If the auditor were to observe the actions taken by the Borrower, or Executing Agency, or the Borrower undertakes to cover the cost of said audit.

(g) The Bank reserves the right to request the Borrower or the Executing Agency, as the case may be, to have external audits other than financial audits or to have services carried out relating to the auditing of projects, of the Executing Agency and related entities, of the financial information system, and of the bank accounts of the Project, among others. The nature, frequency, scope, timing, methodology, type of applicable auditing norms, reports, auditor selection procedures, and terms of reference for the audits shall be agreed upon between the Parties.

## **CHAPTER VII**

### **Suspension of Disbursements, Accelerated Maturity, and Partial Cancellations**

**ARTICLE 7.01. Suspension of Disbursements.** The Bank, by written notice to the Borrower, may suspend disbursements if any of the following circumstances occurs and so long as it continues:

- (a) Delay in the payment of any sums owed by the Borrower to the Bank for principal, fees, interest, return of resources of the Loan used for ineligible expenditures, or for any other reason, under this Contract or any other contract entered into between the Bank, as Accredited Entity of the Green Climate Fund, and the Borrower, including another loan contract.
- (b) Nonfulfillment by the Guarantor, if any, of any payment obligation set forth in the Guarantee Contract or any other contract entered into between the Guarantor, as Guarantor, and the Bank; as Accredited Entity of the Green Climate Fund.
- (c) Noncompliance by the Borrower, the Guarantor, if any, or the Executing Agency, as the case may be, of any other obligation set forth in any contract entered into with the Bank for the financing of the Project, including this Contract or, the Guarantee Contract entered into with the Bank, as well as noncompliance by the

Borrower or the Executing Agency, as the case may be, with any contract they enter into for the execution of the Project.

- (d) Withdrawal or suspension from membership in the Bank of the country in which the Project is to be executed.
- (e) When, in the opinion of the Bank, the objective of the Project or the Loan may be adversely affected or the execution of the Project may be improbable owing to: (i) any restriction, modification, or alteration of the legal capacity, functions, or assets of the Borrower or the Executing Agency, as the case may be; or (ii) any modification or change made without the written concurrence of the Bank of any condition fulfilled before the approval of the Loan by the Bank.
- (f) Any extraordinary circumstance which, in the opinion of the Bank: (i) makes it unlikely that the Borrower, the Executing Agency, or the Guarantor, if any, as the case may be, will be able to fulfill the obligations established in this Contract or the Guarantee Contract, respectively; or (ii) prevents the fulfillment of the Project's development objectives.
- (g) Whenever the Bank determines that an employee, agent, or representative of the Borrower, the Executing Agency, or the Procurement Agent, or the beneficiaries of the Project, as the case may be, has engaged in a Prohibited Practice in connection with the Project or whenever there is a credible and material risk of money laundering and/or financing terrorism in connection with the Project.
- (h) A delay to fulfil or a breach by the Green Climate Fund with respect to the obligations set forth in the Agreements with the Green Climate Fund as referred to in the Special Conditions pertaining to the transfer of funds to the Bank.
- (i) The suspension, for any reason, of the transfer of funds to the Bank by the Green Climate Fund provided for under the aforementioned Agreements with the Green Climate Fund as referred to in the Special Conditions or under any other circumstances that restrict the Bank's access to those funds.
- (j) The declaration, by the Green Climate Fund, that the entire Loan or a portion thereof is immediately due and payable, or the cancelation of the undisbursed portion of the Loan, pursuant to the aforementioned Agreements with the Green Climate Fund as referred to in the Special Conditions; and/or when the termination of those agreements occur.

**ARTICLE 7.02. Early Termination and Cancellation of Undisbursed Balances.** The Bank, by means of a written notification, may declare the entire Loan or a portion thereof immediately due and payable, together with interest, fees, and other charges accrued up to the date of payment, and may cancel the undisbursed portion of the Loan, if:

- (a) any of the circumstances set forth in paragraphs (a), (b), (c), and (d) of the preceding Article continues for more than sixty (60) days;
- (b) any of the circumstances set forth in paragraphs (e) and (f) of the previous Article occurs and so long as it continues, and the Borrower or the Executing Agency, as the case may be, fails to provide to the Bank the clarifications or additional information that the Bank considers necessary;
- (c) the Bank determines that any firm, entity, or individual bidding for or participating in a Bank-financed activity, including applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires, financial intermediaries, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted), has engaged in a Prohibited Practice in connection with the Project; and that the Borrower, the Executing Agency, or the Procurement Agent, as the case may be, has not taken adequate remedial measures (including providing adequate notice to the Bank upon learning of the Prohibited Practice) within a period of time the Bank considers reasonable; and
- (d) the Bank determines at any time that a procurement of goods or the contracting of works or non-consulting services was carried out without following the procedures set forth in this Contract. In this case, the cancellation or early termination will apply to the portion of the Loan used for such procurement or contracting.
- (e) the Green Climate Fund declares that the entire Loan or a portion thereof is immediately due and payable or declares the cancelation of the undisbursed portion of the Loan, pursuant to the aforementioned Agreements with the Green Climate Fund as referred to in the Special Conditions; and/or when the termination of those agreements occur.

**ARTICLE 7.03. Provisions Not Affected.** The application of the measures provided in this Chapter: (i) shall not affect the obligations of the Borrower established in this Contract, which shall remain in full force and effect; and (ii) shall not exempt the Borrower from their obligation to return resources of the Loan that have not been used for the purposes of the Project and/or in accordance with this Contract, which the Green Climate Fund has requested the Bank to be returned to the Fund.

**ARTICLE 7.04. Disbursements Not Affected.** Notwithstanding the provisions of Articles 7.01 and 7.02 above, none of the measures set forth in this Chapter shall affect the disbursement by the Bank of any amounts of the resources of the Loan: (a) subject to the guarantee of an irrevocable letter of credit; (b) which, by specific written agreement with the Borrower, the Executing Agency, or the Procurement Agent, as the case may be, the Bank has agreed to provide to pay Eligible Expenditures directly to the respective supplier, unless the Bank has provided a notification to the Borrower or the Executing Agency in accordance with Article 4.08(c) of these General Conditions; and (c) payable to Bank, pursuant to the Borrower's instructions.

## **CHAPTER VIII**

### **Prohibited Practices**

**ARTICLE 8.01. Prohibited Practices.** (a) In addition to the provisions established in Articles 7.01(g) and 7.02(c) of these General Conditions, if the Bank determines, that a firm, entity, or individual bidding for or participating in a Bank-financed activity, including, among others, applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires, financial intermediaries, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) has engaged in a Prohibited Practice in connection with the execution of the Project, the Bank may take the following actions, including:

- (i) Denying financing of contracts for the procurement of goods or the contracting of works or consulting or non-consulting services.
- (ii) Declaring a contract ineligible for Bank financing whenever there is evidence that the agent of the Borrower, the Executing Agency, or the Contracting Agency, as the case may be, has not taken adequate remedial measures (including providing adequate notice to the Bank upon learning of the commission of the Prohibited Practice) within a period of time the Bank considers reasonable.
- (iii) Issuing the firm, entity, or individual determined to be responsible a reprimand in the form of a formal letter of censure for its behavior.
- (iv) Declaring a firm, entity, or individual determined to be responsible for engaging in the Prohibited Practice ineligible, either permanently or temporarily, to participate in Bank-financed activities, whether directly as a contractor or supplier, or indirectly as a subconsultant, subcontractor, or a supplier of goods, consulting services, or non-consulting services.
- (v) Referring the matter to appropriate law enforcement authorities.
- (vi) Imposing fines representing reimbursement to the Bank of costs associated with investigations and proceedings.

(b) The provisions of Article 7.01(g) and Article 7.01(a)(i) shall also apply in cases in which the Procurement Agent or any firm, entity, or individual bidding for or participating in a Bank-financed activity, including applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) has been temporarily suspended from

eligibility to take part in a bidding or other selection process for the awarding of new contracts pending the final outcome of an investigation into a Prohibited Practice.

(c) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.

(d) Any firm, entity, or individual bidding for or participating in a Bank-financed activity, including applicants, bidders, contractors, consulting firms and individual consultants, personnel, subcontractors, subconsultants, providers of goods or services, concessionaires, or a Contracting Agency (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted) may be sanctioned by the Bank pursuant to agreements the Bank may have with other international financial institutions regarding the mutual enforcement of debarment decisions. For purposes of this paragraph (d), the term “sanction” shall mean any permanent or temporary debarment, conditions on future contracting, or any publicly disclosed action taken in response to a violation of an international financial institution’s applicable framework for addressing allegations of Prohibited Practices.

(e) When the Borrower procures goods or contracts works or non-consulting services directly from a specialized agency under an agreement between the Borrower and such specialized agency, all provisions under this Contract regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, providers of goods and their agents, contractors, consultants, personnel, subcontractors, subconsultants, service providers, concessionaires (including their respective officers, employees, and agents, irrespective of whether their authority has been expressly or implicitly granted), or to any other entities that have signed contracts with such specialized agency, to supply goods, works, or non-consulting services in connection with Bank-financed activities. The Borrower or the Executing Agency, as the case may be, agrees to adopt, as may be required by the Bank, remedies such as suspension or termination of the corresponding contract. The Borrower agrees that the contracts it enters into with specialized agencies shall include provisions requiring them to consult the Bank’s list of firms and individuals debarred either temporarily or permanently by the Bank from participating in a procurement or contracting operation financed wholly or partially with resources of the Loan. In the event a specialized agency signs a contract or purchase order with a firm or an individual temporarily or permanently debarred by the Bank as indicated in this Article, the Bank will not finance such contracts or expenditures and will apply such other remedies as it deems appropriate.

## CHAPTER IX

### **Provision on Encumbrances and Exemptions**

**ARTICLE 9.01. Commitment on Encumbrances.** The Borrower shall not create any specific encumbrance on all or part of its assets or revenues to secure an external debt without, at the same time, creating an encumbrance guaranteeing to the Bank, equally and proportionally, the fulfillment of the pecuniary obligations arising from this Contract. The foregoing shall not apply: (a) to encumbrances on goods used as security for payment of the unpaid balance of the purchase price; and (b) to encumbrances created in banking operations to secure payment of debts with maturities of not more than one year. In the event that the Borrower is a member country, the term

“assets or revenues” shall mean all types of assets or revenues which belong to the Borrower or any of its dependent agencies which are not autonomous entities with their own separate capital.

**ARTICLE 9.02. Tax exemption.** The Borrower undertakes to ensure that principal, interest, fees, premiums, and any other Loan charge, as well as any other payment for expenses or costs that may be imputed to this Contract, shall be paid without any deduction or restriction whatsoever, exempt from any tax, fee, duty, or charge established or that may be established by the laws of its country, and to pay any tax, fee, or duty applicable to the signing, recording, and execution of this Contract.

## **CHAPTER X**

### **Miscellaneous Provisions**

**ARTICLE 10.01. Assignment of Rights.** (a) The Bank may assign to other public or private institutions, in the form of participations, the rights corresponding to the Borrower’s pecuniary obligations under this Contract. The Bank shall immediately notify the Borrower of each assignment.

(b) The Bank may grant participations in respect of either outstanding loan balances or amounts of the Loan which are still undisbursed at the time of entering into the participation agreement.

(c) With the prior consent of the Borrower and of the Guarantor, if any, the Bank may assign all or part of the undisbursed amount of the Loan to other public or private institutions. To that end, the portion subject to assignment shall be denominated in terms of a fixed number of units of either the Approval Currency or Dollars. Likewise, with the prior consent of the Borrower and of the Guarantor, if any, the Bank may set, for the portion subject to assignment, an interest rate other than that established in this Contract.

**ARTICLE 10.02. Modifications and Contractual Waivers.** Any modification or waiver of the provisions of this Contract shall be agreed upon in writing by the Parties, with the consent of the Guarantor, if any, and to the extent that such consent may be applicable.

**ARTICLE 10.03. Non-waiver of Rights.** Any delay or failure by the Bank to exercise its rights pursuant to this Contract may not be construed as a waiver of such rights or as implied acceptance of events, actions, or circumstances that would have empowered it to exercise them.

**ARTICLE 10.04. Termination.** (a) The Contract and all obligations arising from it shall be deemed terminated upon full payment of the principal, interest, fees, premiums, and all other expenses related to the Loan, as well as all other expenses, costs and payments arising from this Contract, with the exception of those referred to in paragraph (b) of this Article.

(b) The obligations acquired by the Borrower under this Contract with respect to Prohibited Practices and other obligations relating to the operational policies of the Bank, shall remain in effect until such obligations are deemed fulfilled to the satisfaction of the Bank.

**ARTICLE 10.05. Validity.** The rights and obligations established in this Contract are valid and enforceable in accordance with the terms agreed upon herein, regardless of the laws of any given country.

**ARTICLE 10.06. Disclosure of Information.** The Bank may disclose this Contract and any information related thereto, in accordance with its access to information policy in effect at the time of such disclosure.

## **CHAPTER XI**

### **Arbitration Procedure**

**ARTICLE 11.01. Composition of the Tribunal.** (a) The arbitration tribunal shall be composed of three members to be appointed in the following manner: one by the Bank; another by the Borrower; and a third, hereinafter the "President," by direct agreement between the Parties or through their respective arbitrators. In all decisions, the President of the tribunal shall have the right to cast a double vote in the case of deadlock. If the Parties or the arbitrators fail to agree on who the President shall be, or if one of the Parties is unable to designate an arbitrator, the President shall be appointed, at the request of either Party, by the Secretary General of the Organization of American States. If either of the Parties fails to appoint an arbitrator, one shall be appointed by the President. If either of the appointed arbitrators or the President is unwilling or unable to act or to continue to act, his or her successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions as his or her predecessor.

(b) In any conflict, both the Borrower and the Guarantor, if any, shall be considered a single party and, consequently, shall act jointly in the designation of the arbitrator and for the other purposes of the arbitration proceedings.

**ARTICLE 11.02. Initiation of the Procedure.** In order to submit the conflict to arbitration, the claimant shall address to the other party a written notification setting forth the nature of the claim, the satisfaction or compensation it seeks, and the name of the arbitrator it appoints. The party receiving such notification shall, within forty-five (45) days, notify the adverse party of the name of the person it appoints as arbitrator. If, within seventy-five (75) days as of the notification of the initiation of the arbitral proceeding, the Parties have not agreed upon the person who is to act as President, either party may request the Secretary General of the Organization of American States to make the appointment.

**ARTICLE 11.03. Convening of the Tribunal.** The arbitration tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the President, and, once convened, shall meet on the dates which the tribunal itself shall establish.

**ARTICLE 11.04. Procedure.** (a) The tribunal is specifically empowered to decide any matter under its jurisdiction and shall adopt its own procedures. In any case, it shall give the Parties the opportunity to make oral presentations. All decisions of the tribunal shall be made by majority vote.

(b) The Tribunal shall base its rulings on the terms of the Contract, and shall render its award even if one of the Parties fails to appear.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two (2) members of the tribunal. It shall be handed down within approximately sixty (60) days from the date on which the President is appointed, unless the tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The award shall be notified to the Parties by means of a notification signed by at least two (2) members of the tribunal, and shall be complied with within thirty (30) days from the date of notification. The award shall be final and will not be subject to any appeal.

**ARTICLE 11.05. Costs.** The fees of each arbitrator and the costs of arbitration (with the exception of attorneys' fees and the fees of other experts, which shall be covered by the Parties that appointed them) shall be covered by both Parties in equal proportion. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the tribunal.

**ARTICLE 11.06. Notification.** All notifications relative to the arbitration or to the award shall be made in the manner provided in this Contract. The parties waive any other form of notification.

## ANNEX

### THE PROJECT

#### **Barbados Climate Resilient South Coast Water Reclamation Project**

#### **I. Objective**

- 1.01** The general objective of the Project is to enhance Barbados' water supply resilience and reliability with a focus on climate action, environmental sustainability, and food security.
- 1.02** The specific objectives of the Project are to: (i) diversify Barbados's water supply sources and reduce water insecurity through the reuse of reclaimed wastewater; and (ii) strengthen key sector institutions on water resource management, operational efficiency, monitoring, and gender mainstreaming.

#### **II. Description**

- 2.01** To achieve the objectives indicated in paragraphs 1.01 and 1.02 above, the Project comprises the following components:

##### **Component 1. Water Reclamation Infrastructure**

- 2.02** This component will finance the construction of the New South Coast Water Reclamation and Re-use Facility (SCWRRF) with an Average Dry Weather Flow of 9,000 m<sup>3</sup>/day<sup>1</sup> under a Design Build Engineering, Procurement and Construction (EPC)/Turnkey modality and operation and maintenance (O&M) costs for one year including climate proofing considerations. It will include all process units and ancillary facilities to provide secondary and tertiary treatment, followed by an Advanced Water Treatment (AWT) side stream including safe and sustainable treatment and management of sludge with the aim to reduce pollution and Greenhouse Gases emissions.
- 2.03** Additionally, this component will finance the upgrade of the existing South Coast Sewage Treatment Plant upgrading equipment in the existing influent lift pump station and headworks, including interconnecting piping to the SCWRRF and the design and installation of the odor control system. This component will also finance construction supervision services.

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<sup>1</sup> The proposed design flows are: ADWF 9,000 m<sup>3</sup>/day, average wet weather flow (AWWF) 24,000 m<sup>3</sup>/day, and peak wet weather flow (PWWF) 28,000 m<sup>3</sup>/day.

## **Component 2. Reclaimed Water Reuse**

This component includes the following sub-components:

### **Sub-component 2.1. Agriculture Reuse of Reclaimed Water Pipeline**

- 2.04** This sub-component will finance the installation of a 25 km pipeline for transporting reclaimed water for irrigation for potentially some 1,320 hectares at River Plantation along the old trainline (Trailway), Haggatt Hall, Salters, Marchfield, and Sanford irrigation districts, ancillary equipment, and a reservoir.

### **Sub-component 2.2. Aquifer Recharge Infrastructure**

- 2.05** This sub-component will finance the installation of a 4 km water pipeline, 5 injection wells, 6 exploratory boreholes, 3 monitoring wells, 3 abstraction boreholes and pumping stations, and ancillary equipment for aquifer recharge.
- 2.06** This component will also finance construction supervision services.

## **Component 3. Climate Change and Biodiversity Opportunities**

This component includes the following sub-components:

### **Sub-component 3.1. Graeme Hall Swamp Natural Heritage Conservation Area (NHCA) Conservation**

- 2.07** This sub-component will finance: (i) the development of baseline assessments for the NHCA, inclusive of the Graeme Hall Swamp (GHS), associated beach, and buffer zone; (ii) the development of a results-based management plan for GHS; and (iii) the upgrade of the drainage system to facilitate efficient discharge from the swamp to the sea.

### **Sub-component 3.2. Solar Energy Generation with Battery Storage**

- 2.08** This sub-component will finance a 7MW solar photovoltaic plant and associated energy storage, to be co-located with existing 3MW solar systems.

## **Component 4. Institutional Strengthening**

- 2.09** This component will finance institutional strengthening activities including: (i) improving the governance and project management capacity of the Barbados Water Authority (BWA) through the implementation of an action plan based on AquaRating and training in operation and maintenance of the South Coast Water Reclamation and Re-use Facility; (ii) implementing an Institutional Gender and Persons with Disabilities (PWD) Action Plan to promote the increased participation of women and PWD within BWA, and data collection on PWD within BWA; (iii) implementing robust monitoring, reporting and verification (MRV) systems to track water quality and quantity, soil quality and

climate-related parameters; (iv) developing and implementing a project planning, management and monitoring system for BWA; (v) developing and implementing an action plan to increase capacity at Government Analytical Services; (vi) strengthening the Barbados Agricultural Development and Marketing Corporation Farmers' Empowerment and Enfranchisement Drive program; and (vii) designing and implementing public awareness and stakeholder engagement campaigns to promote the benefits of wastewater reuse and build community support.

**2.10 Project Administration and Other Costs.** These will finance the Project Execution Unit (PEU) dedicated staff, audits, monitoring and evaluation, communication, and supervision and implementation of an Environmental and Social Management Plan (ESMP).

**2.11 Contingency Resources.** These will finance unanticipated costs arising from risks factors during infrastructural works.

### **III. Financing Plan**

**3.01** The distribution of the resources of the Loan No. 5908/OC-BA, Loan No. 5985/GN-BA and Nonreimbursable Investment Financing No. GRT/GN-21498-BA is set forth in the following table:

**Cost and Financing\***  
(in thousands of US\$)

<b>Component/Subcomponent</b>	<b>5908/OC-BA</b>	<b>5985/GN-BA (GCF)</b>	<b>GRT/GN-21498-BA (GCF)</b>
<b>Component 1. Water Reclamation Infrastructure</b>	<b>27,400</b>	<b>16,000</b>	<b>20,000</b>
New South Coast Water Reclamation and Re-use Facility (SCWRRF)	13,602	0	20,000
Upgraded South Coast Sewage Treatment Plant (SCSTP)	13,798	16,000	0
<b>Component 2: Reclaimed Water Reuse</b>	<b>1,100</b>	<b>0</b>	<b>18,500</b>
Sub-component 2.1: Agriculture Reuse of Reclaimed Water Pipeline	780	0	13,500
Sub-component 2.2: Aquifer Recharge Infrastructure	320	0	5,000
<b>Component 3: Climate Change and Biodiversity Opportunities</b>	<b>2,000</b>	<b>14,000</b>	<b>0</b>
Sub-component 3.1: Graeme Hall Swamp Natural Heritage Conservation Area (NHCA) Conservation	2,000	0	0

<b>Component/Subcomponent</b>	<b>5908/OC-BA</b>	<b>5985/GN-BA (GCF)</b>	<b>GRT/GN-21498-BA (GCF)</b>
Sub-component 3.2: Solar Energy Generation with Battery Storage	0	14,000	0
<b>Component 4: Institutional Strengthening</b>	<b>0,000</b>	<b>0</b>	<b>1,500</b>
<b>Project Administration and Other Costs</b>	<b>3,150</b>	<b>0</b>	<b>0</b>
<b>Contingency Resources</b>	<b>6,350</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>40,000</b>	<b>30,000</b>	<b>40,000</b>

\*Costs per component or main activity are indicative.

#### **IV. Execution**

- 4.01** The Borrower will be the Government of Barbados, and the Executing Agency will be the BWA.
- 4.02** A PEU will be established in BWA's Project Management Office (PMO). This structure will ensure dedicated management, technical, administrative, financial, planning, and monitoring and control capacities in the PEU, while leveraging BWA's organizational structure.
- 4.03** Project implementation will be the responsibility of the PEU in direct coordination with BWA's PMO. The PEU will be responsible for: (i) acting as focal point with the Bank; (ii) conducting the financial management; (iii) executing the overall procurement for the Project and providing contract management; (iv) undertaking the planning, monitoring and evaluation activities, and reporting; (v) monitoring and supervising all technical activities; (vi) leading the Project's stakeholder engagement activities; and (vii) implementing and monitoring the activities contained in the ESMP.
- 4.04** Additionally, a Project Steering Committee (PSC) will be established with the main objective to provide a strategic oversight framework and to facilitate coordination among relevant institutions. The PSC will be chaired by the BWA, and participating institutions will include the Prime Minister's Office, Ministry of Finance, Economic Affairs and Investment (MFEI), Ministry of Agriculture, Food and Nutritional Security (MAFS), Barbados Agricultural Development and Marketing Corporation (BADMC), and Ministry of Environment and National Beautification, Green and Blue Economy (MENB), and will convene, at least, quarterly. The PSC's main responsibilities will include: (i) monitoring progress in the implementation of the Project; and (ii) ensuring an appropriate and sustained stakeholder participation and coordination.