Loan Agreement

(Competitiveness and Sector Diversification Project)

between

REPUBLIC OF SURINAME

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SURINAME ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of twenty-three million Dollars, ($23,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are February 15 and August 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out: (a) Part 1 of the Project through the MNR; and (b) Part 2 of the Project through the MTIT with the assistance of the Service Provider, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.
ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Event of Suspension consists of the following, namely, that the Service Provider, has failed to perform any obligation under the Subsidiary Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Project Operations Manual has been adopted by the Borrower in a manner acceptable to the Bank.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

5.03. For purposes of Section 9.05 (b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is fifteen (15) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is its Minister of Finance.

6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower’s address is:

Ministry of Finance
Tamarindelaan No. 3
P.O. Box 1348
Paramaribo
Republic of Suriname; and

(b) the Borrower’s Electronic Address is:

Telex: 597 472610
Facsimile: 597 476314
E-mail: secmin@finance.gov.sr

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Bank’s Electronic Address is:

Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF SURINAME

By

Authorized Representative

Name: Gillmore A. Hoepdraad

Title: Minister of Finance

Date: September 25, 2019

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Tahseen Sayed

Title: Director

Date: September 25, 2019
SCHEDULE 1

Project Description

The objectives of the Project are to support sector governance improvements and increase competitiveness in Targeted Industries in Suriname.

The Project consists of the following parts:

1. Strengthening the mining sector governance, transparency, accountability and administration

Strengthening Suriname’s legal, regulatory and institutional frameworks for the mining sector in accordance with international best practice and strengthening the capacity of Suriname’s public institutions in the mining sector to carry out their functions, through:

(a) provision of technical assistance for: (i) preparing and implementing a roadmap for institutional reforms; (ii) developing legal and regulatory frameworks for the mining sector; and (iii) establishing of the Borrower’s minerals institute;

(b) carrying out capacity building on technical skills and managerial capabilities required to regulate and monitor the mining sector;

(c) provision of technical assistance on revenue assessment, collection and forecasting, including through the implementation of the EITI and enhancement of information and management systems to improve revenue collection in a transparent and accountable manner;

(d) (i) carrying out of a strategic environmental and social assessment of the mining industry in Suriname (“SESA”), to examine possible impacts of future development in the mining sector, and identify gaps in the legal framework, the institutional capacity and the public consultation mechanisms; and (ii) provision of technical assistance for the implementation of selected recommendations from the foregoing SESA; and

(e) carrying out capacity building to non-state actors involved in the implementation of the EITI on independent oversight and effective participation in stakeholder consultation mechanisms.

2. Investment in SMEs and value chains in Targeted Emerging Industries

Improving SMEs’ managerial capabilities, investing in SMEs’ productivity and upgrading, and supporting institutional and regulatory reforms to enable business growth, through:

(a) (i) provision of business development services; and
(ii) provision of grants ("Grants") for: (A) the purchase or upgrading of equipment, or the carrying out of productivity-enhancing investments; and (B) the carrying out of investments to improve value-chain competitiveness; and

(b) (i) implementing MTIT's tourism strategy, including: (A) provision of technical assistance for the design and implementation of a tourism awareness campaign; (B) establishing and operating a tourism authority; and (C) provision of technical assistance for the improvement of tourist information and carrying out of minor investments on signage and upgrades at selected tourism sites in downtown Paramaribo;

(ii) improving the enabling environment for agribusiness, through: (A) provision of technical assistance on facilitating fresh product exports through quality standards compliance and inspections; (B) acquisition of equipment and provision of implementation support for an electronic single window for trade facilitation; (C) carrying out feasibility studies on public-private partnership investment opportunities; and (D) provision of technical assistance on improving SME access to finance; and

(iii) carrying out selected studies to inform future business environment reforms.

3. Project management and evaluation

(a) (i) Provision of support for the overall management and implementation of Part 1 of the Project, including administration, monitoring and evaluation, technical and financial management activities; (ii) provision of technical assistance on the implementation and environmental and social safeguards of Part 1 of the Project; and (iii) preparation of social and environmental studies required for activities under Part 1 of the Project and carrying out of related consultations; and

(b) (i) Provision of support for the overall management and implementation of Part 2 of the Project, including administration, monitoring and evaluation, technical and financial management activities; (ii) provision of technical assistance on the implementation and environmental and social safeguards of Part 2 of the Project; (iii) preparation of social and environmental studies required for activities under Part 2 of the Project and carrying out of related consultations; and (iv) facilitating public-private dialog on the selection of investments to be carried out under Part 2 of the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower, through the MNR and the MTIT, shall be responsible for the overall management, implementation, coordination and monitoring and evaluation of the Project.

2. The Borrower, through the MNR, shall operate and maintain throughout the implementation of the Project, for the purposes of implementing Part 1 of the Project, a Project implementation unit in the MNR (the "MNR PIU") with a structure, functions, responsibilities, staff and adequate resources, all satisfactory to the Bank and as further described in the Project Operations Manual.

3. The Borrower, through the MTIT, shall operate and maintain throughout the implementation of the Project, for the purposes of implementing Part 2 of the Project, a Project implementation unit in the MTIT (the "MTIT PIU") with a structure, functions, responsibilities, staff and adequate resources, all satisfactory to the Bank and as further described in the Project Operations Manual.

4. The Borrower, through the MNR and the MTIT, shall establish and thereafter operate and maintain, a Project Coordination Committee throughout the implementation of the Project to ensure coordination between the MNR PIU and the MTIT PIU in the implementation of the Project and assist with reporting obligations to the Bank, based on terms of reference satisfactory to the Bank and as further described in the Project Operations Manual.

5. For the purpose of carrying out Part 2(a) of the Project and without limitation to the provisions of Section 3.01(b) of this Agreement, the Borrower, through the MTIT, shall, not later than one hundred and eighty (180) days after the Signature Date, hire a Service Provider in accordance with Section 5.13 of the General Conditions, with qualifications, terms of reference, and under terms and conditions acceptable to the Bank and as further described in the Project Operations Manual.

6. The Borrower, through the MNR, shall hire a Financial Management Consulting Firm in accordance with Section 5.13 of the General Conditions, with qualifications, terms of reference, and under terms and conditions acceptable to the Bank and as further described in the Project Operations Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of Part 2(a)(ii) of the Project and without limitation to the provisions of Section 3.01(b) of this Agreement, the Borrower shall, through the MTIT, not later than one hundred and eighty (180) days after the Signature Date enter into an agreement (the "Subsidiary Agreement") with the Service Provider, under terms and conditions satisfactory to the Bank, which shall include, inter alia:
(a) the roles and responsibilities of the Borrower, through the MTIT, and the Service Provider in connection with the implementation of Part 2(a)(ii) of the Project;

(b) the obligation of the Borrower, through the MTIT, to make part of the proceeds of the Loan available to the Service Provider for the purposes of disbursing Grants to Beneficiaries on behalf of the Borrower;

(c) the right of the Borrower, through the MTIT, to take remedial actions against the Service Provider in case the Service Provider shall have failed to comply with any of its obligations under the Subsidiary Agreement, all as previously agreed with the Bank;

(d) the obligation of the Service Provider to:

(i) carry out Part 2(a)(ii) of the Project, on behalf of the Borrower, through the MTIT, with due diligence and efficiency and in accordance with: sound technical, economic, environmental, social, financial and managerial practices, the provisions of the Anti-Corruption Guidelines, the Procurement Regulations, the Project Operations Manual and the Grants and BDS Manual;

(ii) make Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Bank, as further detailed in the Grants and BDS Manual, which shall include the following:

(A) Beneficiaries shall be competitively selected based on commercial potential and comply with firm size and other eligibility requirements as established in the Grants and BDS Manual; and

(B) Beneficiaries shall contribute a portion of the total cost of the Sub-project in accordance with the Grants and BDS Manual;

(iii) not assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Subsidiary Agreement or any provision thereof, unless previously agreed with the Bank;

(iv) if applicable, comply, or cause to be complied, with the obligations referred to in Sections 5.06, 5.07, 5.10 and 5.11 of the General Conditions (relating to the use of goods, works and services, maintenance of facilities, plans, documents and records, cooperation and consultation, and visits, respectively) in respect to Part 2(a)(ii) of the Project;

(v) assist the Borrower, through the MTIT, to comply with its obligations set forth in Section II of this Schedule 2 to this Agreement;

(vi) assist the Borrower, through the MTIT in the design and establishment of a Public Private Selection Committee, by no later than one (1) year after the Signature Date, to be responsible for the selection of Beneficiaries; and
(vii) assist the Borrower, through the MTIT, and the Public Private Selection Committee in its selection of Beneficiaries.

2. The Borrower, through the MTIT, shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through the MTIT, shall not assign, amend, abrogate, waive, terminate or fail to enforce the Subsidiary Agreement or any of its provisions.

C. Grant Agreements; Sub-projects

1. Upon approval of any given Sub-project, the Borrower, through the MTIT, shall cause the Service Provider to make each Grant pursuant to an agreement (the “Grant Agreement”) to be entered into between the Service Provider (on behalf of the Borrower, through the MTIT) and the respective Beneficiary on terms and conditions approved by the Bank, which shall include the following:

(a) The Grant shall be denominated in Surinamese Dollars.

(b) The Borrower, through the MTIT, shall cause the Service Provider to obtain rights adequate to protect its interests and those of the Borrower and the Bank, including the right to:

(i) suspend or terminate the right of the Beneficiary to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Grant Agreement; and

(ii) require each Beneficiary to:

(A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;

(B) provide, promptly as needed, the resources required for the purpose;

(C) procure the goods, works and services to be financed out of the Grant in accordance with the provisions of this Agreement, and with the Project Operations Manual and the Grants and BDS Manual as appropriate;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank,
the progress of the Sub-project and the achievement of its objectives;

(E) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the request of the Bank, the Borrower and/or the Service Provider, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;

(F) enable the Service Provider, the Borrower and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and

(G) prepare and furnish to the Service Provider, the Borrower and the Bank all such information as the Service Provider, the Borrower or the Bank shall reasonably request relating to the foregoing.

2. The Borrower, through the MTIT, shall cause the Service Provider to exercise its rights and carry out its obligations under each Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through the MTIT, shall cause the Service Provider to not assign, amend, abrogate, waive, terminate or fail to enforce any Grant Agreement or any of its provisions.

D. Project Manuals

1. Project Operations Manual. The Borrower, through the MNR and the MTIT, shall adopt a manual acceptable to the Bank (the Project Operations Manual), setting out detailed institutional, administrative, financial, technical and operational guidelines and procedures for the implementation of the Project, including, *inter alia*:

(a) detailed safeguards, financial management (including funds flow and budgeting) and procurement arrangements;

(b) the detailed description of the Project, its sequencing and prospective timetable;

(c) the Project performance indicators and the procedures for the monitoring and evaluation of the Project;

(d) the composition, functions and responsibilities of the Project Coordination Committee, the MNR PIU, and the MTIT PIU;
(e) the ESMF (and any ESMPs and/or ESIAAs required to be prepared in accordance with the ESMF); the RPF (and any RAPs required to be prepared in accordance with the RPF); and the ITPPF (and any ITPP required to be prepared in accordance with the ITPPF);

(f) the terms of reference of the Service Provider; and

(g) the detailed arrangements and procedures for grievance mechanisms.

2. **Grants and BDS Manual.** The Borrower, through the MTIT, shall cause the Service Provider to adopt a manual, acceptable to the Bank (the Grants and BDS Manual), setting out the guidelines and procedures for the implementation of Part 2(a) of the Project, including, *inter alia*:

(a) the Sub-project cycle, process, forms, and fiduciary and social and environmental safeguards requirements for managing funds;

(b) eligibility criteria for Sub-projects, Beneficiaries and SMEs to receive business development services; and

(c) description of the cycle, process, and forms related to the provision of business development services.

3. The Borrower, through the MNR and the MTIT (as the case may be), shall carry out the Project in accordance with the Project Operations Manual and the Grants and BDS Manual.

4. The Borrower shall cause the Service Provider to carry out Part 2(a) of the Project in accordance with the Grants and BDS Manual.

5. The Borrower shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended any provision of the Project Operations Manual or the Grants BDS Manual without the prior written agreement of the Bank.

6. Notwithstanding the foregoing, if any provision of the Project Operations Manual or the Grants BDS Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. **Safeguards**

1. In carrying out activities under the Project, the Borrower, through the MNR and the MTIT, shall and shall cause the Service Provider to, ensure that:

(a) the Project is carried out with due regard to EHS Guidelines, and in accordance with the Safeguards Instruments;

(b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and/or a RAP:
(i) proceed to have such ESIA, and/or ESMP and/or RAP, as appropriate:
   (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively;
   (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Bank for review and approval; and
   (C) adopted, prior to the carrying out of the Project activity;
   (D) implement the applicable instrument in a manner satisfactory to the Bank; and

(ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and/or RAP in a manner satisfactory to the Bank;

(c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Bank. To this end, the Borrower, through the MNR and the MTTT, shall and shall cause the Service Provider to, ensure that:
   (i) funds are made available to cover all the costs of implementing the RAPs;
   (ii) prior to carrying out activities which involve resettlement, Affected Persons shall be compensated at replacement cost, resettled and provided with assistance in accordance with the RAPs, as applicable; and
   (iii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Bank;

(d) for each activity under the Project for which the ITPPF provides for the preparation of an ITPP, the Borrower shall, and shall cause the Service Provider to:
   (i) prior to the carrying out of any said Sub-project or Project activity, prepare and/or cause to be prepared and furnish to the Bank, an ITPP, in accordance with the ITPPF and satisfactory to the Bank; and
   (ii) thereafter, adopt and implement said ITPP in accordance with its terms and in a manner satisfactory to the Bank.

2. The Borrower shall, through the MNR, ensure that the SESA is prepared, consulted, disclosed and adopted in accordance with the SESA TORs.

3. The Borrower shall, through MTTT, and shall cause the Service Provider to, ensure that the Sub-projects do not include any activities or expenditures on the negative list set forth in the ESMF.
4. Except as the Bank shall otherwise agree in writing, the Borrower shall, through the MNR and the MTIT, and shall cause the Service Provider to, ensure that none of the provisions of the Safeguards Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. The Borrower shall, through the MNR and the MTIT, and shall cause the Service Provider to, ensure that terms of reference for and any technical assistance, studies or capacity building to be provided under the Project, are prepared in a manner satisfactory to the Bank and duly incorporate and take into consideration the SESA, as well as the requirements of the applicable Safeguards Policies and EHS Guidelines.

6. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall, through the MNR and the MTIT, and shall cause the Service Provider to:

   (a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;

   (b) promptly furnish to the Bank a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project’s civil works, the Project’s contractors and/or subcontractors; and

   (c) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers.

7. The Borrower shall, through the MNR and MTIT, maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower, through the MNR and the MTIT, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General
Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Operating Costs, and Training and Workshops for Parts 1 and 3(a) of the Project</td>
<td>6,971,250</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Operating Costs, and Training and Workshops for Parts 2(a)(i), 2(b) and 3(b) of the Project</td>
<td>9,771,250</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Grants under Part 2(a)(ii) of the Project</td>
<td>6,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>57,500</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>23,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
   
   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed $1,000,000 may be made for payments made prior to this date but on or after March 1, 2019, for Eligible Expenditures; or
   
   (b) under Category (1), unless the Borrower, through the MNR, has hired a Financial Management Consulting Firm in a manner satisfactory to the Bank; or
   
   (c) under Category (3), unless:

   (i) the Subsidiary Agreement has been signed and has become effective in a manner satisfactory to the Bank; and
(ii) the Grants and BDS Manual has been adopted by the Borrower, through the MTTT, in a manner satisfactory to the Bank.

2. The Closing Date is June 13, 2025.
SCHEDULE 3
Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each August 15 and February 15</td>
<td></td>
</tr>
<tr>
<td>Beginning August 15, 2025</td>
<td></td>
</tr>
<tr>
<td>through August 15, 2048</td>
<td>2.08%</td>
</tr>
<tr>
<td>On February 15, 2049</td>
<td>2.24%</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

1. "Affected Person" means a person or entity who, on account of the execution of the Project and/or any Subproject, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, "Affected Persons", means more than one such Affected Person.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. "BDS" means business development services.

4. "Beneficiary" means an SME, which meets the eligibility criteria set forth in the Grants and BDS Manual to receive a Grant; and “Beneficiaries” means, collectively, all such Beneficiary.

5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.


7. "EITI" means Extractive Industries Transparency Initiative Standard, as said standard may be amended from time to time by the EITI International Secretariat, and acceptable to the Bank.

8. "EITI Association" means the Association for the Extractive Industries Transparency Initiative, a not-for-profit members association established under Norwegian law, with the objective of making the EITI principles and requirements the internationally accepted standard for transparency in the oil, gas and mining sectors.

9. "EITI International Secretariat" means the permanent institutional body responsible for the day-to-day running of the EITI Association.

10. "ESIA" means (i) any environmental and social impact assessment for civil works under the Project or Parts of the Project; and (ii) any site-specific environmental and social impact assessment prepared pursuant to the ESMF for the Project or a Sub-project in each case describing a set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project or a Sub-project to avoid, minimize and
mitigate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, or to enhance positive impacts; as said environmental impact and social assessments (a) are satisfactory to the Bank, (b) have been published by the Borrower, (c) have been published on the Bank’s website, and (d) may be amended and/or supplemented from time to time with the prior written agreement of the Bank; “ESIAs” means, collectively, all such ESIAs.

11. “ESMF” means the environmental and social management framework prepared and adopted by the Borrower, satisfactory to the Bank, dated February 1, 2019, disclosed in-country on February 11, 2019, and on the Bank’s website on February 1, 2019, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, and the negative list of excluded activities and expenditures, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the Bank.

12. “ESMP” means the instrument to be prepared for a part of the Project or for a Sub-project in accordance with the procedures and requirements under the ESMF, satisfactory to the Bank, which details (a) the measures to be taken during the implementation and operation of the Project or the Sub-project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Bank’s prior written agreement; and “ESMPs” means, collectively, all such ESMP.

13. “Financial Management Consulting Firm” means the firm referred to under Section I.A.6 of Schedule 2 to this Agreement.


15. “Grant” means a grant made out of the proceeds of the Loan to a Beneficiary to finance a Sub-project under Part 2(a)(ii) of the Project.

16. “Grant Agreement” means any of the agreements referred to under Section I.C.1 of Schedule 2 to this Agreement; and “Grant Agreements” means, collectively, all such “Grant Agreement”.

17. “Grants and BDS Manual” means the manual referred to under Section I.D.2 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Bank.
18. "ITPP" means the indigenous and tribal peoples plan to be adopted by the Borrower, satisfactory to the Bank, and to be disclosed on the Bank’s and on the Borrower’s websites, which includes the principles, procedures, organizational arrangements and budget to implement indigenous and tribal peoples related activities under the Project, or under parts of the Project, as said indigenous peoples and tribal plan may be revised from time to time with the prior written agreement of the Bank; and "ITPPs" means, collectively, all such ITPP.

19. "ITPPF" means the indigenous and tribal peoples planning framework prepared and adopted by the Borrower, satisfactory to the Bank, and disclosed on the Bank’s website on February 8, 2019, which sets out, inter alia, the principles, organizational arrangements (including consultation, budget and disclosure), and design criteria to be applied to Project and Sub-project activities which affect indigenous and tribal peoples, including the preparation of indigenous and tribal peoples plans, as such framework may be amended from time to time with the prior written agreement of the Bank.

20. "MNR" means the Borrower’s Ministry of Natural Resources, or any successor thereto acceptable to the Bank.

21. "MNR PIU" means the Project implementation unit referred to in Section I.A.2 of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.

22. "MTIT" means the Borrower’s Ministry of Trade, Industry and Tourism, or any successor thereto acceptable to the Bank.

23. "MTIT PIU" means the Project implementation unit referred to in Section I.A.3 of Schedule 2 to this Agreement, or any successor thereto acceptable to the Bank.

24. "Operating Costs" means the reasonable costs, as shall have been approved by the Bank, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project.

25. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.

26. "Project" means the project described in Schedule 1 to this Agreement.

27. "Project Coordination Committee" means the committee referred to under Section I.A.4 of Schedule 2 to this Agreement.

28. "Project Operations Manual" means the operations manual referred to in Section I.D.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the Bank.
29. "Public Private Selection Committee" means the committee referred to under Section I.B.1(d)(vi) of Schedule 2 to this Agreement.

30. "RAP" means the resettlement action plan to be adopted by the Borrower, satisfactory to the Bank, and to be disclosed on the Bank’s and the Borrower’s website, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Sub-projects, as said resettlement action plan may be revised from time to time with the prior written agreement of the Bank; and “RAPs” means, collectively, all such RAP.

31. "RPF" means the resettlement policy framework prepared and adopted by the Borrower, satisfactory to the Bank, and disclosed on the Bank’s website on February 6, 2019, and on the Borrower’s website on February 11, 2019 which sets out, inter alia, the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project and Sub-projects, as such framework may be amended from time to time with the prior written agreement of the Bank.

32. "Safeguards Instruments" means collectively, the ESMF, ESIA, ESMPs, ITTPF, ITTP, RPF, and RAPs; and "Safeguard Instrument" means any of such Safeguards Instruments.

33. "Safeguards Policies" means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at https://policies.worldbank.org.

34. "Service Provider" means the firm referred to under Section I.A.5 of Schedule 2 to this Agreement.

35. "SESA" means the strategic environmental and social assessment to be prepared by the Borrower, through the MNR, in accordance with the SESA TORs, satisfactory to the Bank, which shall, inter alia, identify and describe possible impacts of future development in the mining sector, and identify gaps in the legal framework, institutional capacity and public consultation mechanisms.

36. "SESA TORs" means the terms of reference for the SESA, prepared by the Borrower, dated January 4, 2019, satisfactory to the Bank, disclosed at the Bank’s website on February 6, 2019 and on the Borrower’s website on February 11, 2019; as said terms of reference may be amended from time to time with the Bank’s prior written agreement.

37. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

38. "SME" means small and medium-sized enterprises; and “SMEs” means, collectively various such “SME”.
39. "Sub-project" means any equipment or investments referred to in Part 2(a)(ii) of the Project, selected in accordance with the provisions of this Agreement and the Grants and BDS Manual, and proposed to be financed with the proceeds of a Grant.

40. "Subsidiary Agreement" means the agreement referred to under Section 1.B.1 of Schedule 2 to this Agreement.

41. "Suriname" means the Borrower’s territory.

42. "Surinamese Dollars" means the lawful currency of the Borrower.

43. "Targeted Emerging Industries" means industries involved in the Borrower’s agribusiness or tourism sector, or industries that contribute to the Borrower’s sector diversification through increasing non-traditional exports, increasing domestic value addition in mining supply chains (but excluding industries engaged directly in exploration or extraction), or introducing innovative products or processes in the economy.

44. "Targeted Industries" means industries involved in the Borrower’s mining, agribusiness or tourism sector, or industries that contribute to the Borrower’s sector diversification through increasing non-traditional exports, increasing domestic value addition in mining supply chains (but excluding industries engaged directly in exploration or extraction), or introducing innovative products or processes in the Borrower’s economy.

45. "Training and Workshops" means the reasonable costs, as shall have been approved by the Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services), acceptable to the Bank.