OFFICIAL DOCUMENTS

GRANT NUMBER D367-WS

Financing Agreement

(Samoa Climate Resilient Transport Project
under the Pacific Climate Resilient Transport Program)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
GRANT NUMBER D367-WS

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INDEPENDENT STATE OF SAMOA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 — FINANCING

2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to twenty-five million five hundred thousand Special Drawing Rights (SDR 25,500,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Payment Dates are January 15 and July 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall: (a) carry out Parts 3(i) and 4 of the Project through MOF; (b) carry out Parts 1(c) and 3(d) to 3(h) of the Project through MWTI; (c) carry out Parts 1(d) and 3(j) of the Project through MNRE; and
(d) cause Parts 1(a), 1(b), 2 and 3(a) to 3(c) of the Project to be carried out by LTA, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

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

4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its Minister at the time responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

Ministry of Finance
Private Bag
Apia
Independent State of Samoa; and

(b) the Recipient’s Electronic Address is:

Facsimile: +685 21312
E-mail: iulai.lavea@mof.gov.ws

5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

Telex: 248423 (MCI) 1-202-477-6391
Facsimile: cdpgpacific@worldbank.org
AGREED as of the Signature Date.

INDEPENDENT STATE OF SAMOA

By

Authorized Representative

Name: SILI EPA TUIIOTI
Title: MINISTER OF FINANCE
Date: 26 SEPTEMBER 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: NICHEL KEAP
Title: COUNTRY DIRECTOR
Date: 13 SEPTEMBER 2018
SCHEDULE 1

Project Description

The objectives of the Project are to improve the climate resilience of the Recipient’s road network and, in the event of an Eligible Crisis or Emergency, to provide an immediate response to the Eligible Crisis or Emergency.

The Project constitutes a phase of the Program, and consists of the following parts:

Part 1. Sectoral and Spatial Planning Tools

(a) Carrying out of activities to update and upgrade hardware, software and ancillary tools in relation to SAMS and to enable the integration of SAMS with other sector asset management systems, including conducting of trainings in relation to SAMS.

(b) Updating the Vulnerability Assessment and Climate Resilient Road Strategy.

(c) Establishing and operationalizing a centralized database for recording and analyzing road accident data.

(d) Providing hardware, software and ancillary tools in relation to the SOLA system, including conducting of trainings in relation to such system.

Part 2. Climate Resilient Infrastructure Solutions

(a) Carrying out of activities to improve climate resilience of the western section of the West Coast Road between the Recipient’s villages of Malua and Faleolo, including supervision of such activities.

(b) Carrying out of slope protection and stabilization and drainage works on the East Coast Road, to reduce landslip and rockfall hazards and the related risks to road assets and users, including assessment, design, construction and supervision of such works.

(c) Carrying out of activities to improve and/or replace bridges, culverts and fords on the Recipient’s islands of Upolu and Savai’i, including assessment, design, construction and supervision of such activities.

(d) Conducting feasibility studies for upgrading the Alafa’alava Road.
Part 3. Strengthening the Enabling Environment

(a) Providing technical assistance to LTA on Project management and staff training program, through the hiring of a technical advisor.

(b) (i) Conducting beneficiary surveys, including surveys focusing on gender and people with disabilities, to assess the impact of the major climate resilient works carried out under the Project; and (ii) carrying out of activities to support a gender-informed driver licensing pilot program, including carrying out of drivers’ education and safety courses, outreach programs on driver licensing for women, and training to LTA on such driver licensing pilot program.

(c) Providing technical assistance and equipment to facilitate improved enforcement of axle-load limits.

(d) Strengthening the capacity of TISCD in providing support to all projects in the Recipient’s transport and infrastructure sector.

(e) Providing technical assistance to review and revise the Recipient’s legislation related to land transport sub-sector and explore options available to the sub-sector for improving sources of revenue.

(f) Providing technical assistance to improve road safety.

(g) Providing trainings on occupational health and safety measures to agencies and contractors working on the land transport sub-sector.

(h) Providing technical assistance to strengthen the Recipient’s capacity to address emerging priority issues that could have an impact on the Recipient’s ability to manage a climate resilient road network.

(i) Strengthening the capacity of CTSSU in providing support to all development projects of the Recipient.

(j) Conducting control survey of the Alafa’alava Road.

Part 4. Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Transport and Infrastructure Sector Advisory Committee

1. The Recipient shall maintain, throughout the Project implementation period, a TISAC, with a mandate, composition and resources satisfactory to the Association, which shall be: (a) responsible for, inter alia, providing general sector oversight and policy direction for projects in the Recipient’s transport and infrastructure sector; and (b) chaired by the Chief Executive Officer of MWTI.

Ministry of Finance

2. The Recipient shall maintain, throughout the Project implementation period, within MOF:

   (a) a CTSSU, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, inter alia, providing high-level oversight, training and support on project implementation to all agencies working on development projects of the Recipient; and (ii) comprised of high-level specialists on procurement, safeguards, financial management and monitoring and evaluation, each with terms of reference, qualifications and experience satisfactory to the Association;

   (b) a focal point, with terms of reference, qualifications and experience satisfactory to the Association, who shall be responsible for, inter alia, carrying out day-to-day implementation, reporting and monitoring and evaluation of MOF’s Respective Part of the Project, with support from CTSSU and TISCD as may be necessary; and

   (c) a focal point, with terms of reference, qualifications and experience satisfactory to the Association, who shall be responsible for, inter alia: (i) coordinating all activities under the Project; and (ii) reviewing and submitting to the Association the Annual Work Plans and Budgets, Project Reports for each calendar semester and any other reports to be submitted
to the Association under the Project, as prepared and/or consolidated by TISCD.

Ministry of Works, Transport and Infrastructure

3. The Recipient shall maintain, throughout the Project implementation period, within MWTI:

   (a) a TISCD, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*: (A) coordinating project implementation activities among the agencies working on projects in the Recipient’s transport and infrastructure sector; (B) coordinating sector reporting; (C) coordinating training and support on project implementation between CTSSU and the agencies working on projects in the Recipient’s transport and infrastructure sector; (D) providing support on project implementation; and (E) in collaboration with MOF, MNRE and LTA, and with support from CTSSU as may be necessary, preparing and/or consolidating the Annual Work Plans and Budgets, Project Reports for each calendar semester and any other reports to be submitted to the Association under the Project, for submission to MOF; and (ii) comprised of a sector coordinator and senior officers specializing in procurement, safeguards, financial management and monitoring and evaluation, each with terms of reference, qualifications and experience satisfactory to the Association; and

   (b) a focal point, with terms of reference, qualifications and experience satisfactory to the Association, who shall be responsible for, *inter alia*, day-to-day implementation, reporting and monitoring and evaluation of MWTI’s Respective Part of the Project, with support from CTSSU and TISCD as may be necessary.

Ministry of Natural Resources and Environment

4. The Recipient shall maintain, throughout the Project implementation period, a focal point within MNRE, with terms of reference, qualifications and experience satisfactory to the Association, who shall be responsible for, *inter alia*, day-to-day implementation, reporting and monitoring and evaluation of MNRE’s Respective Part of the Project, with support from CTSSU and TISCD as may be necessary.
Land Transport Authority

5. The Recipient shall cause LTA to maintain, throughout the Project implementation period, a PMD within LTA, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, day-to-day implementation, reporting and monitoring and evaluation of LTA's Respective Part of the Project, with support from CTSSU and TISCD as may be necessary.

6. Without limitation to the generality of Section I.A.5 above, the Recipient shall cause LTA to: (a) maintain, throughout the Project implementation period, a project manager within PMD, with terms of reference, qualifications and experience satisfactory to the Association; and (b) by no later than six (6) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), recruit a technical advisor within PMD, with terms of reference, qualifications and experience satisfactory to the Association, and thereafter maintain such position throughout the Project implementation period.

B. Standard Operating Procedures

1. By not later than six (6) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), the Recipient, through MOF, shall:

(a) prepare a standard operating procedures, and afford the Association a reasonable opportunity to review such procedures, which shall set forth, *inter alia*, detailed arrangements and procedures for: (i) the operations and service standards of CTSSU, TISCD and any other sector coordination divisions to be established by the Recipient; (ii) the coordination among such units and divisions and other relevant stakeholders; (iii) the preparation and submission of relevant reports to development partners, including the Association; and (iv) any other institutional arrangements necessary for the implementation of the Project and other development projects to be supported by CTSSU ("Standard Operating Procedures"); and

(b) adopt the Standard Operating Procedures as accepted by the Recipient and the Association.
2. The Recipient shall thereafter ensure that the Project is carried out in accordance with Standard Operating Procedures, and except as the Recipient and the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived, any provision of the Standard Operating Procedures, including any supplements thereto.

3. In the case of any inconsistency between the provisions of the Standard Operating Procedures and those of this Agreement and/or the CERC POM, the provisions of this Agreement and the CERC POM shall prevail, in that order of priority.

C. Subsidiary Agreement

1. To facilitate the carrying out of LTA's Respective Part of the Project, the Recipient shall enter into and maintain, throughout the Project implementation period, a subsidiary agreement with LTA ("Subsidiary Agreement"), under terms and conditions approved by the Association, pursuant to which:

(a) LTA shall be required, on behalf, and acting as agent, of the Recipient, to:

(i) carry out the day-to-day activities for the implementation of LTA's Respective Part of the Project with due diligence and efficiency in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Standard Operating Procedures, the Procurement Regulations, the Safeguards Instruments and those provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

(ii) maintain competent and qualified staff in adequate numbers required for the implementation of LTA's Respective Part of the Project, as described in Sections I.A.5 and I.A.6 of this Schedule 2;

(iii) ensure that any goods, works and/or services to be financed out of the Financing are procured in accordance with the provisions of the General Conditions;

(iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of LTA's Respective Part of the Project and the achievement of its objectives;
(v) prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Recipient, the Annual Work Plans and Budgets, the Project Reports for each calendar semester and any other reports to be submitted to the Association under the Project, for LTA’s Respective Part of the Project, for consolidation and forwarding by the Recipient to the Association of the overall respective reports for the Project;

(vi) enable the Recipient and the Association to inspect LTA’s Respective Part of the Project, its operation and any relevant records and documents; and

(vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

(b) Without limitation on the provisions of Section 5.03 of the General Conditions, the Recipient shall be required to provide all such resources as may be necessary for LTA to carry out the responsibilities aforesaid.

2. The Recipient shall carry out its obligations and exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

D. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association, not later than August 15 of each year during the implementation of the Project (or such later interval or date as the Association may agree), an Annual Work Plan and Budget containing all eligible Project activities and expenditures proposed to be included in the Project for the following fiscal year of the Recipient, including a specification of the source or sources of financing for all eligible expenditures, and environmental and social safeguard measures taken or planned to be taken in accordance with the provisions of Section I.E of this Schedule 2.

2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Association for the respective fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Recipient shall inform the Association prior to making or allowing to be made any change to the Annual Work Plans and Budgets.

E. Safeguards

1. The Recipient shall ensure that: (a) the activities under the Project are carried out in accordance with the provisions of the Safeguards Instruments; and (b) each contract financed under the Project includes the obligation of the relevant contractor to implement the respective activities under the contract in accordance with the Safeguards Instruments.

2. Whenever a Safeguards Assessment and Plan shall be required for any proposed Project activity in accordance with the provisions of the ESMF or the West Coast Road LARF, as the case may be, the Recipient shall ensure that: (a) prior to the commencement of such activity, such Safeguards Assessment and Plan is prepared and adopted in accordance with the provisions of the ESMF or the West Coast Road LARF, as the case may be; and (b) thereafter such measures are taken as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguards Assessment and Plan.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived any of the Safeguards Instruments, unless the Association has provided its prior no-objection thereof in writing, and the Recipient has ensured compliance with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. The Recipient shall ensure that:

   (a) all terms of reference for any technical assistance or studies carried out under the Project are consistent with the Association’s environmental and social safeguards policies, as well as the Recipient’s laws relating to the environment and social aspects and the Safeguards Instruments; and

   (b) in drafting any regulations, guidelines or corporate procedures and carrying out capacity building activities under the Project, due attention is given to said policies, laws and instruments.

5. Without limitation on its other reporting obligations under this Agreement, the Recipient shall ensure that the consolidated reports on the status of compliance with the Safeguards Instruments are collected, compiled, and furnished to the Association on a six (6) monthly basis (or such other frequency as may be agreed with the Association) or promptly whenever the circumstances warrant, giving
details of: (a) measures taken in furtherance of the said Safeguards Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said Safeguards Instruments; and (c) remedial measures taken or required to be taken to address such conditions.

6. The Recipient shall carry out with due diligence all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the Safeguards Instruments.

7. In the event of a conflict between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Emergency Response Part"), the Recipient shall:

(a) prepare and furnish to the Association for its review and approval, a Contingent Emergency Response Component Project Operations Manual ("CERC POM") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of any relevant safeguards instruments to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

(b) afford the Association a reasonable opportunity to review the proposed CERC POM;

(c) promptly adopt the CERC POM for the Emergency Response Part as shall have been accepted by the Association;

(d) ensure that the Emergency Response Part is carried out in accordance with the CERC POM; provided, however, that in the event of any inconsistency
between the provisions of the CERC POM and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC POM without prior written approval by the Association.

2. The Recipient shall not undertake any activity under the Emergency Response Part, unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(b) the Recipient has ensured the preparation and disclosure of all safeguards instruments as may be required for said activities in accordance with the provisions of Section I.E of this Schedule 2 and the CERC POM, the Association has approved all such instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments;

(c) the Recipient has ensured that the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of the CERC POM, for the purposes of said activities; and

(d) the Recipient has maintained the CERC POM, in form and substance acceptable to the Association, and the provisions of the CERC POM remain, or have been updated in accordance with the provisions of this Section I.F so as to be, appropriate for the inclusion and implementation of the Emergency Response Part.
Section II. Project Monitoring, Reporting and Evaluation

Project Reports

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

Mid-Term Review

2. The Recipient shall carry out, jointly with the Association, not later than three (3) years after the Effective Date, or such other period as may be agreed with the Association, a mid-term review of the Project (the “Mid-Term Review”) to assess the status of Project implementation, as measured against the Project indicators acceptable to the Association, and compliance with the legal covenants included or referred to in this Agreement. Such review shall include an assessment of the following: (a) overall progress in implementation; (b) results of monitoring and evaluation activities; (c) progress on procurement and disbursement; (d) progress on implementation of safeguards measures; (e) implementation arrangements and Project staff turnover; and (f) the need to make any adjustments to the Project to improve performance. To this end, the Recipient shall:

(i) prepare and furnish to the Association, at least one (1) month before the date of the Mid-Term Review, a report, in scope and detail satisfactory to the Association and integrating the results of the monitoring and evaluation activities performed pursuant to Section II.1 of this Schedule 2 and the General Conditions, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof; and

(ii) review, jointly with the Association, the report referred to in the preceding paragraph and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of such report and the Association’s views on the matter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the
Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; 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 Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Operating Costs, Training and Workshops for the Project, except for Parts (3)(i) and 4 of the Project</td>
<td>21,550,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consulting Services, Operating Costs and Training and Workshops for Part 3(i) of the Project</td>
<td>1,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 4 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>2,150,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>25,500,000</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; and
(b) for Emergency Expenditures under Category (3), unless and until the Association is satisfied that all the following conditions have been met in respect of said expenditures:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Sections I.E and I.F of this Schedule 2;

(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.F of this Schedule 2, for the purposes of said activities; and

(iv) the Recipient has adopted the CERC POM, in form and substance acceptable to the Association, and the provisions of the CERC POM remain, or have been updated in accordance with the provisions of Section I.F of this Schedule 2 so as to be, appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is January 31, 2024.
APPENDIX

Definitions

1. “Abbreviated Resettlement Action Plan/Land Acquisition Resettlement Plan” or its acronym “ARAP/LARP” means any plan to be prepared in accordance with the guidelines, procedures and forms included in the LARF or the West Coast Road LARF, pursuant to Section I.E of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, containing a program of actions, measures and policies for compensation and resettlement of any Displaced Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as said plan may be modified in accordance with Section I.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such plan.

2. “Alafa’alava Road” means an inland route on the Recipient’s island of Upolu connecting Apia and the Recipient’s Faleolo International Airport.

3. “Annual Work Plan and Budget” means each annual work plan and budget (including related cash forecasts) for the implementation of the Project approved by the Association, referred to in Section I.D of Schedule 2 to this Agreement; and “Annual Work Plans and Budgets” means, collectively, all such plans and budgets.

4. “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.

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

6. “Centralized Technical Services Support Unit” or its acronym “CTSSU” means the Centralized Technical Services Support Unit within MOF, referred to in Section I.A.2(a) of Schedule 2 to this Agreement, established by the Recipient’s cabinet pursuant to the notice of the Recipient’s cabinet approval dated November 22, 2017.

8. "Contingent Emergency Response Component Project Operations Manual" or its acronym "CERC POM" means the manual referred to in Section I.F.1 of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.

9. "CRWCR Project" means the Enhancing the Climate Resilience of the West Coast Road Project financed by the Pilot Program for Climate Resilience under the Strategic Climate Fund under a grant agreement between the Recipient and the International Bank for Reconstruction and Development, acting as an implementing entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund, dated January 28, 2013, as may be amended from time to time (SCF-PPCR Grant Number TF013579).

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

11. "East Coast Road" means, for the purpose of the Project, the coastal road on the north-eastern side of the Recipient's island of Upolu, connecting Apia and the Recipient's village of Piula.

12. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

13. "Emergency Expenditure" means any of the eligible expenditures set forth in the CERC POM in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, and required for the Emergency Response Part.

14. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

15. "Environmental and Social Management Framework" or its acronym "ESMF" means the Recipient's framework, dated March 2018, which includes, among others, the LARF as an attachment, setting out the principles, standards, processes and tools to be applied to assess potential adverse environmental and social impacts associated with Project activities (excluding Project activities on the West
Coast Road which are addressed under the West Coast Road ESMP) and the ways to avoid, minimize and/or mitigate them, with related public consultation, disclosure, monitoring, reporting and grievance redress procedures, including, *inter alia*, those related to the Environmental and Social Management Plans, physical cultural resources and natural habitats or their functions; as said framework may be modified in accordance with Section I.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such framework.

16. "Environmental and Social Management Plan" means any environmental and social management plan to be prepared in accordance with the ESMF, pursuant to Section I.E of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, setting forth, *inter alia*, details of measures to manage potential environmental and social risks and avoid, minimize and/or mitigate any adverse environmental and social impacts associated with Project activities (excluding Project activities on the West Coast Road which are addressed under the West Coast Road ESMP), together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as said plan may be modified in accordance with Section I.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such plan.


18. "Land Acquisition and Resettlement Framework" or its acronym “LARF” means the Recipient’s framework, attached as an attachment to the ESMF, setting out, *inter alia*, the principles and procedures governing acquisition of rights to land, resettlement and compensation of Displaced Persons associated with Project activities (excluding Project activities on the West Coast Road, which are addressed under the West Coast Road LARF), as well as reporting and monitoring arrangements to ensure compliance with the said framework; as said framework may be modified in accordance with Section I.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such framework.

19. "Land Transport Authority" or its acronym “LTA” means the Land Transport Authority, established and operating pursuant to LTA Legislation, and which shall be the Project Implementing Entity for purposes of paragraph 90 of the Appendix to the General Conditions.

20. "LTA Legislation" means the Recipient’s Land Transport Authority Act of 2007, as such act may be amended from time to time.
21. “LTA’s Respective Part of the Project” means, collectively, Parts 1(a), 1(b), 2 and 3(a) to 3(c) of the Project, to be carried out by LTA.

22. “Mid-Term Review” shall have the meaning ascribed to it in Section II.2 of Schedule 2 to this Agreement.

23. “Ministry of Finance” or its acronym “MOF” means the Recipient’s ministry responsible for finance, or any successor thereto.

24. “Ministry of Natural Resources and Environment” or its acronym “MNRE” means the Recipient’s ministry responsible for natural resources and environment, or any successor thereto.

25. “Ministry of Works, Transport and Infrastructure” or its acronym “MWTI” means the Recipient’s ministry responsible for works, transport and infrastructure, or any successor thereto.

26. “MOF’s Respective Part of the Project” means, collectively, Parts 3(i) and 4 of the Project, to be carried out by MOF.

27. “MNRE’s Respective Part of the Project” means, collectively, Parts 1(d) and 3(j) of the Project, to be carried out by MNRE.

28. “MWTI’s Respective Part of the Project” means, collectively, Parts 1(c) and 3(d) to 3(h) of the Project, to be carried out by MWTI.

29. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient and/or LTA on account of the implementation, management and monitoring and evaluation of the Project, based on the Annual Work Plans and Budgets approved ex-ante by the Association, including rental of office space, bank charges, communications, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of the Recipient’s civil servants or LTA’s regular staff.

30. “Participating Countries” means the Recipient and any other countries that may join the Program as agreed in writing by the Association.

31. “Preparation Advance” means the portion of the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the
Recipient pursuant to the letter agreement signed on behalf of the Association on May 29, 2018 and on behalf of the Recipient on June 5, 2018.


33. “Program” means the Pacific Climate Resilient Transport Program, a series of projects designed to finance activities to systematically improve the resilience of the Participating Countries’ transport networks to natural hazards and climate change.

34. “Project Management Division” or its acronym “PMD” means the Project Management Division within LTA, referred to in Section I.A.5 of Schedule 2 to this Agreement.

35. “Safeguards Assessment and Plan” means any Environmental and Social Management Plan or ARAP/LARP to be prepared by the Recipient under the Project, in accordance with the ESMF or the West Coast Road LARF, as the case may be, pursuant to the provisions of Section I.E of Schedule 2 to this Agreement; and “Safeguards Assessments and Plans” means, collectively, all such plans.

36. “Safeguards Instruments” means, collectively, the ESMF, the West Coast Road ESMP, the West Coast Road LARF and the Safeguards Assessments and Plans.

37. “SAMS” means the Samoa Road Asset Management System, a computerized database of the Recipient’s national road network maintained by LTA.

38. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.

39. “SOLA” means the Samoa Solutions for Open Land Administration, a system used by the Recipient to computerize its land administration and cadastral systems.

40. “Standard Operating Procedures” means the Recipient’s procedures referred to in Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to be adopted by the Recipient, through MOF, in accordance with the provisions of said Section, as said procedures may be modified from time to time.
41. "Subsidiary Agreement" shall have the meaning ascribed to it in Section I.C.1 of Schedule 2 to this Agreement.

42. "Training and Workshops" means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets approved ex-ante by the Association, including preparation and reproduction of training materials, rental of facilities, reasonable transportation costs, per diem of trainers and trainees (if applicable), and any other expenses directly related to course preparation and implementation.

43. "Transport and Infrastructure Sector Advisory Committee" or its acronym "TISAC" means the Transport and Infrastructure Sector Advisory Committee, referred to in Section I.A.1 of Schedule 2 to this Agreement, established by the Recipient's cabinet.

44. "Transport and Infrastructure Sector Coordination Division" or its acronym "TISCD" means the Transport and Infrastructure Sector Coordination Division under MWTI, referred to in Section I.A.3(a) of Schedule 2 to this Agreement, established by the Recipient's cabinet pursuant to the notice of the Recipient's cabinet approval dated November 22, 2017.

45. "Vulnerability Assessment" means the Vulnerability Assessment of the Samoa Road Network Report, dated July 2017, prepared under the CRWCR Project and adopted by the Recipient.

46. "West Coast Road" means the main artery within the Recipient's road network, connecting Apia and the Recipient's Faleolo International Airport, the Mulifanua inter-island ferry wharf, communities and industry along the north-west coast of the Recipient's island of Upolu.

47. "West Coast Road ESMP" means the Recipient's Environmental and Social Management Plan, dated June 2017, prepared under the CRWCR Project, setting forth, inter alia, details of measures to manage potential environmental and social risks and avoid, minimize and/or mitigate any adverse environmental and social impacts associated with Project activities on the West Coast Road, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as said plan may be modified in accordance with Section I.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such plan.

48. "West Coast Road LARF" means the Recipient's Land Acquisition and Resettlement Framework, dated March 2012, prepared under the CRWCR Project,
setting out, *inter alia*, the principles and procedures governing acquisition of rights to land, resettlement and compensation of Displaced Persons associated with Project activities on the West Coast Road, as well as reporting and monitoring arrangements to ensure compliance with the said framework; as said framework may be modified in accordance with Section 1.E.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such framework.