OFFICIAL DOCUMENTS

GRANT NUMBER D1830-MH

Financing Agreement
(Pacific Resilience Project II)
(Under the Pacific Resilience Program)

between

REPUBLIC OF THE MARSHALL ISLANDS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 30, 2017
FINANCING AGREEMENT

AGREEMENT dated June 30, 2017, entered into between REPUBLIC OF THE MARSHALL ISLANDS ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) the Recipient and the Pacific Community have undertaken to carry out the Pacific Resilience Project II under the Pacific Resilience Program designed to strengthen climate and disaster resilience of the Recipient at the national level and of the Participating Countries at the regional level;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 1 to this Agreement ("Project"), has requested the Association to extend a grant as provided in Section 2.01 of this Agreement, to assist in the financing of the Project;

(C) the Recipient has also undertaken to take all reasonable measures within its power as required or necessary on its part to seek additional funds in the amount of twenty-five million Dollars (US$25,000,000) to assist in the financing of the Project; and

(D) the Association has agreed, on the basis, inter alia, of the foregoing, to extend a grant to the Recipient upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to fourteen
million, five hundred thousand Special Drawing Rights (SDR 14,500,000) ("Financing"), to assist in financing the Project.

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

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

2.04. The Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through its Ministry of Finance in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

5.02. The Recipient’s Address is:
Ministry of Finance
P.O. Box D,
Majuro
Republic of the Marshall Islands 96960

Facsimile:
692-625-3607

5.03. The Association’s Address is:

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

Telex: 248423 (MCI)  Facsimile: 1-202-477-6391
AGREED at Majuro, RMI, as of the day and year first above written.

REPUBLIC OF THE MARSHALL ISLANDS

By

Authorized Representative

Name: Brenson S. Wase
Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Michael Karp
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to strengthen early warning systems, climate resilient investments in shoreline protection, and to provide immediate and effective response to an Eligible Crisis or Emergency.

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

Part 1: Institutional Strengthening, Early Warning and Preparedness

(a) Carrying out a program of activities to strengthen the capacity of the Recipient to integrate climate change with disaster risk management, including implementation of Joint National Action Plan for Climate Change Adaptation and Disaster Risk Management activities, and operationalizing working groups at national and local government levels.

(b) Carrying out a program of activities to strengthen multi-hazard early warning systems, including the preparation of a roadmap for outer island communications, upgrading communications systems in remote locations and training of personnel to operate these systems.

(c) Carrying out a program of activities to strengthen the institutional capacity of the National Disaster Management Office to prepare for and respond to disasters, including training, planning, and coordination activities, including the development of a plan to upgrade facilities and implementation of priority improvements in accordance with said plan.

Part 2. Strengthening Coastal Resilience

Carrying out a program of activities to strengthen coastal resilience in Ebeye and other areas identified using the criteria and procedures detailed in the Project Operations Manual, including investigations, assessments, design, construction, and construction supervision of coastal protection work investments.

Part 3. Contingency Emergency Response

Carrying out a program of activities designed to provide rapid response to an Eligible Crisis or Emergency, as needed.

Part 4. Project and Program Management

Carrying out a program of activities designed to strengthen the capacity of the Recipient for Project management, coordination, communications and outreach,
monitoring, evaluation, and reporting, and to support the Recipient in Project procurement, financial management, auditing, and social and environmental safeguard oversight.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Regional Level

1. Regional Steering Committee

The Recipient shall, in collaboration with SPC, PIFS and the other Participating Countries, take all necessary measures on its part to ensure that the Regional Steering Committee is maintained within PIFS throughout the Project implementation period, with a mandate and adequate resources satisfactory to the Association to be responsible for, inter alia, oversight of the Program. To this end, the Recipient shall: (a) maintain a representative from the National Steering Committee as its representative at the Regional Steering Committee; and (b) ensure continued participation of the national representative in all meetings of the Regional Steering Committee.

2. Program Collaboration and Service Agreement

(a) The Recipient shall collaborate with SPC, PIFS and the other Participating Countries as is reasonably required to achieve the objectives of the Program.

(b) To this end, the Recipient shall by not later than four (4) months after the Effective Date, enter into and thereafter maintain, throughout the Project implementation period, a service agreement ("Service Agreement") with the SPC, under terms and conditions acceptable to the Association pursuant to which the SPC, through the PSU, shall provide technical, fiduciary, procurement, monitoring and implementation support to the Recipient.

(c) The Recipient shall exercise its rights under the Service Agreement in such manner as to protect the interests of the Recipient and the Association, and to accomplish the purposes of the Financing, and except as the Association shall otherwise agree in writing, not assign, amend, abrogate or waive the Service Agreement or any provision thereof.
National Level

3. National Steering Committee

The Recipient shall establish no later than three (3) months after the Effective Date, and thereafter maintain throughout the Project implementation period, the National Steering Committee, with mandate, adequate resources and composition satisfactory to the Association. To this end, the Recipient shall ensure that the National Steering Committee shall be: (a) chaired by the Recipient's Chief Secretary; (b) composed of, inter alia, the National Disaster Committee, representatives from the National Climate Change Committee and representatives from the Kwajalein Atoll Local Government and the Kwajalein Atoll Development Authority; and (c) responsible for providing general oversight of the Project, including providing guidance throughout Project implementation.

4. Ministry of Finance

The Recipient shall vest in the Ministry of Finance, the overall implementation of the Project, including coordinating all aspects of Project implementation with other government ministries/agencies involved in the Project, including the Recipient's Ministry of Public Works and the Recipient's Division of International Development Assistance. The Recipient shall recruit, no later than four (4) months after the Effective Date, and thereafter maintain throughout the Project implementation period, a Project manager, Project accountant, and Project safeguards specialist, each on the basis of terms of reference, qualifications and experience satisfactory to the Association.

5. Chief Secretary Office

The Recipient shall maintain, throughout the Project implementation period, the Chief Secretary Office ("CSO"), to act as the secretariat of the National Steering Committee.

B. Anti-Corruption

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

C. Project Operations Manual

1. The Recipient shall prepare and adopt, by no later than four (4) months after the Effective Date, a manual, in form and substance acceptable to the Association, setting forth the arrangements and procedures for implementation of the Project, including: (a) the institutional arrangements for day to day execution of the Project; (b) the implementation arrangements for Safeguard Instruments; (c) budgeting, disbursement, and financial management arrangements; (d) Project monitoring,
reporting, and evaluation arrangements; (e) performance indicators; and (f) criteria and procedures for identifying additional areas for activities under Part 2 of the Project ("Project Operations Manual").

2. The Recipient shall ensure the Project is carried out in accordance with the Project Operations Manual, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived, any provision of the Project Operations Manual, including any supplements thereto.

3. In case of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Provisions of the Safeguard Instruments.

2. If any activities under the Project would, pursuant to the Environmental and Social Management Framework ("ESMF"), require the preparation of Environmental and Social Impact Assessment ("ESIA") or an Environmental and Social Management Plan ("ESMP"), the Recipient shall ensure that no such activities shall be implemented unless and until such ESIA or ESMP is prepared in accordance with the ESMF and furnished to the Association for review and approved by the Association, and is disclosed as is required by the ESMF.

3. If a Resettlement Action Plan ("RAP") would be required for any Project activities on the basis of the Resettlement Policy Framework ("RPF"), the Recipient shall ensure that: (a) said RAP has been prepared in accordance with the requirements of the RPF, furnished to the Association for approval, and disclosed locally; and (b) no such activities shall commence until: (i) all measures required to be taken under said RAP prior to the commencing of said activities have been taken; (ii) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirement of said RAP has been prepared and furnished to the Association and (iii) the Association has confirmed that said activities may be commenced.

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 and requirements as well as the relevant Recipient’s laws related to environment and social matters; 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, requirements and laws.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the Safeguard Instruments; and (b) prepare and furnish to the Association, as part of each Project Report, a report on the results of such monitoring activities during the period covered by said Project Report, giving details of:

(i) the measures taken in furtherance of the Safeguard Instruments;
(ii) the conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
(iii) the remedial measures taken or required to be taken to address such conditions.

6. The Recipient shall afford the Association a reasonable opportunity to review the reports prepared under paragraph 5 of this Part D, and thereafter 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 Safeguard Instruments.

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

E. Contingency Emergency Response

1. To ensure proper and efficient implementation of Part 3 of the Project, the Recipient shall, prior to financing any activities under Part 3 of the Project: (a) make a declaration that an Eligible Crisis or Emergency has occurred, and obtain the Association's written agreement with such determination; (b) establish adequate procurement and other implementation arrangements (which shall be consistent with the Procurement Regulations), satisfactory to the Association, including staff and resources for implementation of said activities with such implementation arrangements to be recorded as an annex to the Project Operations Manual ("Contingency Emergency Response Annex"); (c) ensure all activities under Part 3 of the Project are undertaken in accordance with the requirements detailed in the Contingency Emergency Response Annex; (d) prepare and disclose all Safeguard Instruments required under the ESMF for said activities, if any, and implement any actions which are required to be taken under said instruments, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.
F. **Annual Work Plans and Budgets**

1. The Recipient shall prepare and furnish to the Association not later than:

   (a) two (2) months after the Effective Date (or such later date as the Association may agree); and

   (b) November 30 of each year for every subsequent year during the implementation of the Project (or such later date as the Association may agree), for the Association’s no-objection, an Annual Work Plan and Budget containing all eligible Project activities and Eligible Expenditure, inclusive of Operating Costs, proposed to be included in the Project in the Recipient’s following calendar year, 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.D of this Schedule.

2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plan and Budget accepted by the Association for the Recipient’s respective calendar year; provided, however, that in the event of any conflict between the Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not make or allow to be made any change to the Annual Work Plan and Budget without prior no-objection in writing by the Association.

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

A. **Project Reports**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and detailed in the Project Operations Manual. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. **Mid-term Review**

   The Recipient shall: (a) not later than February 28, 2020 (or such other date as the Association may agree in writing), prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities
performed pursuant to paragraph 1 of this Section II.A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objective during the period following such date; and (b) review with the Association such mid-term report, on or about the date one month after its submission, carry out a mid-term review of the Project, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association’s views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the Association and as made applicable to
this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<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, Training and Workshops, and Operating Costs, for Parts 1, 2, and 4 of the Project</td>
<td>13,760,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Training and Workshops, and Operating Costs for Part 3 of the Project</td>
<td>370,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>370,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,500,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement; or

   (b) under Category (2) unless and until the Recipient has: (i) declared that an Eligible Crisis or Emergency has occurred, and the Association has agreed
in writing to such determination; and (ii) complied with all requirements set forth in Section I.E of this Schedule 2.

2. The Closing Date is November 30, 2022.

Section V. Other Undertaking

A. To ensure availability of adequate funds for the Project, the Recipient shall take all reasonable measures within its power as required or necessary on its part to secure, by not later than January 1, 2019 (or such other date which the Association has confirmed in writing to the Recipient is acceptable to the Association, as determined in its sole discretion, under the circumstances), an amount of at least twenty-five million Dollars (US$25,000,000) to assist in financing of the Project.
APPENDIX

Section I. Definitions

1. "Annual Work Plans and Budgets" means the annual work plans and budgets (including related cash forecasts) for the implementation of the Project, referred to in Section I.F.1 of Schedule 2 to this Agreement.


3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. "Chief Secretary Office" or the acronym "CSO" means the Recipient's Chief Secretary Office established pursuant to Article VII paragraph 2 of the Constitution of the Republic of the Marshall Islands (1979).

5. "Contingency Emergency Response Annex" means the plan referred to in Section I.E.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.

6. "Displaced Persons" means persons who, on account of the involuntary taking of land and other assets under the Project resulting in a direct economic and social adverse impact, whether or not said Displaced Persons must physically relocate, had or would have their: (i) standard of living adversely affected, whether or not the Displaced Persons must move to another location; (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently, adversely affected; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and "Displaced Person" means any of the Displaced Persons.

7. "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, and is declared by the Recipient a "state of emergency" pursuant to section 1102 of the Recipient's Emergencies Act (1979), or a "state of disaster" pursuant to Section 1005 of the Recipient's Disaster Assistance Act (1987).

8. "Environmental and Social Impact Assessment" or the acronym "ESIA" means any assessment for the Project, to be prepared or caused to be prepared by the Recipient or the Pacific Community in accordance with the environmental and
social screening guidelines, procedures and forms included in the ESMF, pursuant to Section 1.D of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association, defining details of potential environmental and social risks and adverse impacts associated with the implementation of Project activities, as said assessment may be modified from time to time with the prior written approval of the Association, and such term includes any annexes and schedules to such assessment.

9. “Environmental and Social Management Framework” or the acronym “ESMF” means the Recipient and the Pacific Community’s framework dated December 16, 2016, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental and social impacts of Project activities, offset them, reduce them, or enhance positive impacts, as well as guidelines and procedures for the preparation and disclosure of Environmental and Social Impact Assessment reports and Environmental Management Plans, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such framework.

10. “Environmental and Social Management Plan” or the acronym “ESMP” means a plan, to be prepared or caused to be prepared by the Recipient or the Pacific Community and to be agreed with the Association in accordance with the ESMF, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental and social impacts of Project activities, offset them, reduce them, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan; and “Environmental and Social Management Plans” means more than one such plan.


13. “Kwajalein Atoll Development Authority” means the Recipient’s authority established by the Recipient’s Kwajalein Atoll Development Authority Act 2008 [10 MIRC Ch 7].

15. “Ministry of Finance” means the Recipient’s Ministry of Finance, or any successor thereto.

16. “National Climate Change Committee” means the committee established by the Recipient’s Cabinet pursuant to the Recipient’s National Climate Change Policy Framework.

17. “National Disaster Committee” means the Recipient’s disaster committee established pursuant to Section 1008 of the Recipient’s Disaster Assistance Act (1987).

18. “National Disaster Management Office” means the office established by the Recipient’s cabinet to assist and support the operation of the National Disaster Committee.

19. “National Steering Committee” means the committee established pursuant to Section 1.A.3 of Schedule 2 to this Agreement.

20. “Operating Costs” means reasonable incremental expenditures incurred on account of Project implementation and based on Annual Work Plans and Budgets approved ex ante by the Association, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses (including postage, telephone and internet costs), translation, printing and photocopying expenses, bank charges, publications and advertising expenses, insurance, meeting expenses, travel, subsistence and lodging expenses, and other administrative costs directly related to the Project, exclusive of salaries of the Recipient’s civil service, sitting fees, bonuses, fees and honoraria or equivalent payments.

21. “Pacific Community” or the acronym “SPC” means the inter-governmental organization previously known as the South Pacific Commission, established pursuant to the Canberra Agreement of 1947 (establishing the South Pacific Commission).

22. “Pacific Islands Forum Secretariat” or the acronym “PIFS” means the inter-governmental organization established in 1971 pursuant to the Agreement Establishing the Pacific Islands Forum.

23. “Participating Countries” means the Recipient, the Independent of State of Samoa, the Republic of Vanuatu and the Kingdom of Tonga, and any other countries as agreed in writing by the Association.

24. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the
letter agreement signed on behalf of the Association on November 14, 2016 and on behalf of the Recipient on November 28, 2016.

25. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated March 20, 2017 and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Association.


27. "Program" means the Pacific Resilience Program (PREP), which is a ‘Series of Projects,’ to be financed by the Association and other donors, designed to strengthen early warning, resilient investments and financial protection of Participating Countries.

28. "Program Support Unit" means the support unit within SPC to be responsible for coordination of the Program and providing implementation support to the Recipient.

29. "Regional Steering Committee" means the committee established under phase 1 of the Pacific Resilience Program and referred to in Section I.A of Schedule 2 to this Agreement.

30. "Resettlement Action Plan" or the acronym “RAP” means a plan prepared by the Recipient or the Pacific Community and acceptable to the Association pursuant to Section I.D.2 of Schedule 2 to this Agreement, setting out: reporting and grievance redress procedures; mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project; compensation, resettlement, and rehabilitation of Displaced Persons; prepared in accordance with the provisions of the Resettlement Policy Framework, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such plan.

31. "Resettlement Policy Framework" or the acronym “RPF” means the Recipient and the Pacific Community’s framework for the Project, dated December 16, 2016, setting out: reporting and grievance redress procedures; mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project; compensation, resettlement, and rehabilitation of Displaced Persons; guidelines and procedures for the preparation of Resettlement Action Plans, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such framework.
32. "Safeguard Instrument" means the Environmental and Social Management Framework, the Resettlement Policy Framework, any Resettlement Action Plan, any Environmental and Social Impact Assessment, or any Environmental and Social Management Plan, inclusive of any associated documents and supplements; and "Safeguard Instruments" means, collectively, all such instruments.

33. "Service Agreement" means the service agreement between the Recipient and the SPC referred to in Section I.A.2(b) of Schedule 2 to this Agreement.

34. "Training and Workshops" means the reasonable cost of expenditures incurred by the Recipient, based on terms of reference acceptable to the Association, in facilitating, conducting, and/or undertaking domestic and overseas training and workshop activities under the Project, including: costs of training or workshop materials; equipment and venue rental; and per diem, accommodation, and transportation for those attending the training or workshop, and honoraria for trainers.