Australia – Pacific Islands Partnership Trust Fund Project Agreement

(Tina River Hydropower Development Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Australia – Pacific Islands Partnership Trust Fund

and

TINA HYDROPOWER LIMITED

Dated December 6, 2018
PROJECT AGREEMENT

AGREEMENT dated December 6, 2018, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, “World Bank”), acting as administrator of the Australia-Pacific Islands Partnership Trust Fund and TINA HYDROPOWER LIMITED (“Project Implementing Entity”) (“Project Agreement”) in connection with the Australia – Pacific Islands Partnership Trust Fund Grant Agreement (“TF Grant Agreement”) of same date between SOLOMON ISLANDS (“Recipient) and the World Bank, concerning APIP Grant No. TF0A4843. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the TF Grant 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 Standard Conditions, in the TF Grant Agreement, in the IDA Financing Agreement or in this Agreement.

1.03. All references to the “Association” or the “Financing” in the provisions of the IDA Financing Agreement or the project agreement entered into between the Association and the Project Implementing Entity in connection with the IDA Financing Agreement (the “IDA Project Agreement”) referred to or incorporated in this Agreement shall be interpreted as references to the “World Bank” and the “Grant” respectively.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project stated in Schedule I to the IDA Financing Agreement. To this end, the Project Implementing Entity shall carry out Parts 1 and 2 of the Project in accordance with the provisions of Article II of the Standard Conditions, and in such manner that the Recipient shall not be in breach of its obligations under Schedule 2 to the IDA Financing Agreement related to the implementation of the Project Implementing Entity’s Respective Part of the Project; and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

2.02. (a) Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Project Implementing Entity, the Recipient and the World Bank shall otherwise agree, the Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the provisions of the Schedule to the IDA Project Agreement.
Without limitation upon the provisions of Section 2.02(a) of this Agreement, in the provisions of the IDA Project Agreement referred to or incorporated in this Agreement, in Section I.A.4 of the Schedule to the IDA Project Agreement, the "Financing Agreement" shall mean the TF Grant Agreement and "Project Agreement" shall mean the Project Agreement as defined in the Preamble to this Agreement.

2.03 The Project Implementing Entity shall take all measures under its control as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is its Chairman of the Board.

3.02. For purposes of Section 7.02 of the Standard Conditions: (a) the Association’s address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America; and

(b) the Association’s Electronic Address is:

Telex: Facsimile:
248423(MCI) 1-202-477-6391

3.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Project Implementing Entity’s address is:

Primo Afeau Solicitor
1st Floor
City Centre Building
Mendana Avenue
Point Cruz
Honiara
Solomon Islands; and

(b) the Project Implementing Entity’s Electronic Address is:

Facsimile: + 677 25600
AGREED as of the later of the two dates written below.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Guido Rurangwa
Title: Acting Country Director

TINA HYDROPOWER LIMITED

By

Authorized Representative

Name: Deak-Chun Han
Title: Chairman