Financing Agreement

(First Economic Reform Support Operation - Development Policy Financing)

between

THE KINGDOM OF TONGA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated DECEMBER 9, 2013
FINANCING AGREEMENT

AGREEMENT dated December 9, 2013, entered into between the KINGDOM OF TONGA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of (a) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule I to this Agreement, and (b) the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore 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 and a credit (collectively, "Financing") in the following amounts:

(a) an amount equivalent to one million seven hundred thousand Special Drawing Rights (SDR 1,700,000) ("Grant"); and

(b) an amount equivalent one million seven hundred thousand Special Drawing Rights (SDR 1,700,000) ("Credit").

2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule I 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
2.05. The Payment Dates are February 15 and August 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.

2.07. The Payment Currency is Dollars.

ARTICLE III — PROGRAM

3.01. The Recipient declares its commitment to the Program and its implementation. To this end:

(a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient’s macroeconomic policy framework and the progress achieved in carrying out the Program;

(b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and

(c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule I to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that, the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient’s macroeconomic policy framework.

5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister for Finance and National Planning.

6.02. The Recipient’s Address is:

Ministry of Finance and National Planning
Vuna Road, Nuku 'alofa
P.O. Box 87
Kingdom of Tonga

Facsimile:

+676-26-011

6.03. The Association’s Address is:

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

Cable address: Telex: Facsimile:
INDEVAS 248423(MCI) 1-202-477-6391
Washington, D.C.
AGREED at District of Columbia, U.S.A., as of the day and year first above written.

KINGDOM OF TONGA

By

[Signature]
Authorized Representative

Name: H.E. MR. Tupouniua
Title: Ambassador

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: MR. Axel van Trottenburg
Title: Regional Vice President
SCHEDULE I

Program Actions; Availability of Financing Proceeds

Section I. Actions Taken Under the Program

The actions taken by the Recipient under the Program include the following:

1. The Recipient has approved a procurement reform strategy outlining a roadmap of regulatory changes in public procurement procedures, addressing major weaknesses observed in the recent procurement review, as evidenced through the Recipient’s Cabinet Decision No.785 dated August 30, 2013.

2. The Recipient has implemented a new policy to prevent misuse of Contingency Fund including through restricting replenishments to the fourth quarter of the fiscal year as evidenced through: (a) the letter from the Minister of Finance dated September 23, 2013; and (b) the budget actuals generated by the Recipient’s financial management information system showing that no transfers to the Contingency Fund during the first three quarters of fiscal year 2013.

3. The Recipient has approved a bill to amend the Recipient’s Income Tax Act to provide for a simplified taxation system for small business in the Recipient’s territory, as evidenced through: (a) the Cabinet’s Decision No. 665 dated August 2, 2013 approving the “Income Tax (Amendment) (No. 2) Bill 2013 (A Bill for an Act to Amend the Income Tax to Provide for a Simplified Taxation System for Small Business)” ; (b) the Cabinet’s Decision No. 667 dated August 2, 2013 approving the “Revenue Services Administration (Amendment) (No.2) Bill 2013 (A Bill for an Act to Amend the Revenue Services Administration Act Consequent upon Amendments to the Income Tax Act in Relation to Small Business Taxation)” ; and (c) the letter dated September 26, 2013 from the Recipient’s Legislative Assembly confirming receipt of said bills for its approval.

4. The Recipient has approved a bill to amend the it’s Income Tax Act to provide for the taxation of extractive industries in the it’s territory, as evidenced through: (a) the Cabinet’s Decision No. 666 dated August 2, 2013 approving the “Income Tax (Amendment) (No. 3) Bill 2013 (A Bill for an Act to Amend the Income Tax to Provide for Taxation of Extractive Industries)” ; (b) the Cabinet’s Decision No. 668 dated August 2, 2013 approving the “Revenue Services Administration (Amendment) (No.2) Bill 2013 (A Bill for an Act to Amend the Revenue Services Administration Act Consequent upon Amendments to the Income Tax Act in Relation to the Taxation of Extractive Industries)” ; and (c) the letter dated September 26, 2013 from the Recipient’s Legislative Assembly confirming receipt of said bills for its approval.
5. The Recipient has approved the plan for private sector participation in the management of the International Dateline Hotel and requested expressions of interest from private sector hotel operators regarding the concession, as evidenced through: (a) the Cabinet’s Decision No. 583 dated June 28, 2013; and (ii) the publication on July 16, 2013 on the website www.finance.gov.to by the Recipient’s Ministry of Finance and National Planning requesting expressions of interest from the private sector regarding said concession “Request for Expressions of Interest (EOI) International Dateline Hotel PPP”.

6. The Recipient has approved two bills on receivership and on business registration in the Recipient’s territory to improve the business environment, as evidenced through: (a) the Cabinet’s Decision No. 664 dated August 2, 2013 approving the “ Receivership Bill 2013”; (b) the Cabinet’s Decision No. 669 dated August 2, 2013 approving the “Registration of Business Names Bill 2013”; and (c) the letter dated September 26, 2013 from the Recipient’s Legislative Assembly confirming receipt of said bills for its approval.

7. The Recipient has approved a policy to restructure Tonga Communication Corporation through the introduction of private participation in order to improve its services and profitability, as evidenced through the Recipient’s Cabinet Decision No. 674 dated August 2, 2013.

Section II. Availability of Financing Proceeds

A. General. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.

B. Allocation of Financing Amounts. The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

<table>
<thead>
<tr>
<th>Allocations</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Single Withdrawal Tranche</td>
<td>1,700,000</td>
<td>1,700,000</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,700,000</td>
<td>1,700,000</td>
</tr>
</tbody>
</table>
C. **Withdrawal Tranche Release Conditions**

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient’s macroeconomic policy framework.

D. **Deposits of Financing Amounts.** Except as the Association may otherwise agree:

1. The Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain the following two (2) deposit accounts ("Deposit Accounts") on terms and conditions satisfactory to the Association:

   (a) a deposit account in US Dollars ("Foreign Currency Deposit Account"); and

   (b) a deposit account in Tonga pa’anga ("Local Currency Deposit Account").

2. All withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Deposit Account. Upon each deposit of an amount of the Financing into the Foreign Currency Deposit Account, the Recipient shall: (a) deposit an equivalent amount into the Local Currency Deposit Account; and (b) ensure that an equivalent amount is accounted for in the Recipient’s budget management system, in a manner and substance acceptable to the Association.

E. **Audit.** Upon the Association’s request, the Recipient shall:

1. have both Deposit Accounts audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;

2. furnish to the Association as soon as available, but in any case not later than six (6) months after the date of the Association’s request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and

3. furnish to the Association such other information concerning the Deposit Accounts and their audit as the Association shall reasonably request.

F. **Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association
determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

G. Closing Date. The Closing Date is June 30, 2014.
SCHEDULE 2

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each February 15 and August 15:</td>
<td></td>
</tr>
<tr>
<td>commencing February 15, 2024 to and including August 15, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing February 15, 2034 to and including August 15, 2053</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Section I. Definitions

1. "Cabinet" means the Recipient’s Cabinet of Ministers.

2. "Contingency Fund" means the notional fund included in the budget to provide financing for contingencies.

3. "Deposit Accounts" means both the Foreign Currency Deposit Account and the Local Currency Deposit Account.”

4. “Excluded Expenditure” means any expenditure:

   (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;

   (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

<table>
<thead>
<tr>
<th>Group</th>
<th>Sub-group</th>
<th>Description of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td></td>
<td>Alcoholic beverages</td>
</tr>
<tr>
<td>121</td>
<td></td>
<td>Tobacco, un-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>manufactured, tobacco</td>
</tr>
<tr>
<td></td>
<td></td>
<td>refuse</td>
</tr>
<tr>
<td>122</td>
<td></td>
<td>Tobacco, manufactured</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(whether or not containing tobacco substitutes)</td>
</tr>
<tr>
<td>525</td>
<td></td>
<td>Radioactive and associated materials</td>
</tr>
<tr>
<td>667</td>
<td></td>
<td>Pearls, precious and semiprecious stones, unworked or worked</td>
</tr>
<tr>
<td>718</td>
<td>718.7</td>
<td>Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear</td>
</tr>
<tr>
<td></td>
<td></td>
<td>reactors</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>----------</td>
</tr>
<tr>
<td>728</td>
<td>728.43</td>
<td>Tobacco processing machinery</td>
</tr>
<tr>
<td>897</td>
<td>897.3</td>
<td>Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths’ or silversmiths’ wares (including set gems)</td>
</tr>
<tr>
<td>971</td>
<td></td>
<td>Gold, non-monetary (excluding gold ores and concentrates)</td>
</tr>
</tbody>
</table>

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;

(e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

5. “Foreign Currency Deposit Account” means the account referred to in Part D. 1 (a) of Section II of Schedule I to this Agreement.

6. “Legislative Assembly” means the legislative branch of the Recipient.

7. “Local Currency Deposit Account” means the account referred to in Part D. 1 (b) of Section II of Schedule I to this Agreement.

8. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010 with the modifications set forth in Section II of this Appendix.

9. “International Dateline Hotel” means a state owned enterprise operating pursuant to the Public Enterprises Act No. 20 of 2002.
10. "Program" means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated September 23, 2013 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.

11. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule I to this Agreement.

12. "Tonga Communications Corporation" means a public enterprise responsible providing telecommunication services, operating pursuant to the Public Enterprise Act No. 20 of 2002.

13. "TOPS" means Tonga Pa’anga, the currency of the Recipient.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.

2. Sections 2.04 (Designated Accounts) and 2.05 (Eligible Expenditures) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.

3. Sections 4.01 (Project Execution Generally), and 4.09 (Financial Management; Financial Statements; Audits) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.

4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to Use of Goods, Works and Services) is deleted in its entirety.

5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

   "Section 4.06. Plans; Documents; Records

   ... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records."
6. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 4.07. Program Monitoring and Evaluation

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing."

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

(a) The definition of the term "Eligible Expenditure" is modified to read as follows:

"‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement."

(b) The term "Financial Statements" and its definition as set forth in the Appendix are deleted in their entirety.

(c) The term "Project" is modified to read "Program" and its definition is modified to read as follows:

"‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.