Strategic Climate Fund - Pilot Program for Climate Resilience

Grant Agreement

(Enhancing Climate Resilience of Coastal Resources and Communities Project)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as an implementing entity of the Strategic Climate Fund – Pilot Program for Climate Resilience

Dated February 7, 2014
AGREEMENT dated February 7, 2014, entered into between:
INDEPENDENT STATE OF SAMOA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as an implementing entity of the Strategic Climate Fund – Pilot Program for Climate Resilience.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through its Ministry of Natural Resources and Environment accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to fourteen million six hundred thousand United States Dollars ($14,600,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Recipient’s Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.

4.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:
Ministry of Finance
Private Bag
Apia
Independent State of Samoa

Facsimile:
+685-21312

4.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INDEVAS
Telex: 248423 (MCI) or 1-202-477-6391
Facsimile: 64145 (MCI)
AGREED at Sydney, Australia, as of the day and year first above written.

INDEPENDENT STATE OF SAMOA

By

[Signature]

Authorized Representative

Name: Lemalu Tate Simi

Title: Samoa High Commissioner

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as an Implementing Entity of the
Strategic Climate Fund Trust Fund – Pilot Program for Climate Resilience

By

[Signature]

Authorized Representative

Name: FRANZ R. DREES-GROSS

Title: COUNTRY DIRECTOR, EACNF
SCHEDULE 1

Project Description

The objective of the Project is to support coastal communities to become more resilient to climate variability and change.

The Project consists of the following parts:

Part 1. Implementation of Priority Adaptation Measures to Manage Climate and Disaster-related Threats

Carrying out a program of activities designed to strengthen the adaptive capacity of communities and increase the resilience of coastlines to climate change risks, such program to include:

(a) (i) updating the coastal infrastructure management plans to include, inter alia, disaster risk management, village sustainable development and watershed management; and (ii) preparation of Subprojects aimed at strengthening climate resilience; and

(b) provision of Sub-grants to finance implementation of eligible Subprojects prepared under Part 1(a) of the Project.

Part 2. Strengthened Climate Information Services

Carrying out a program of activities designed to increase public awareness of climate change issues and to improve the availability and use of data for risk analysis, hazard mapping and knowledge sharing, such program to include:

(a) (i) provision of training to civil society organizations aimed at enhancing their capacity for delivery of climate change related services; and (ii) development of a Community Engagement Plan and a communications strategy aimed at raising awareness of climate resilience; and

(b) strengthening data platforms for spatial hazard mapping through financing of a comprehensive light detection and ranging system in the Recipient’s territory.
Part 3. Institutional Strengthening for Climate and Disaster Resilience, Project Coordination and Monitoring

Carrying out a program of activities designed to strengthen the capacity of the Recipient for Project management, coordination and monitoring, including: development of an institutional framework setting forth a programmatic approach to climate change and disaster resilience and support towards establishment and maintenance of the Project Management Unit.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Ministry of Natural Resources and Environment

The Recipient shall vest overall implementation responsibilities of the Project in MNRE.

2. PPCR Steering Committee

The Recipient shall maintain, throughout Project implementation period, the PPCR Steering Committee, comprised of, inter alia, representatives of the Ministry of Finance and the MNRE; chief executive officers of Line Ministries and Agencies; and representatives of civil society, with terms of reference and resources satisfactory to the World Bank to be responsible for overall policy oversight and guidance for the Project.

3. Climate Resilience Investment Coordination Unit

The Recipient shall maintain, throughout Project implementation period, the Climate Resilience Investment Coordination Unit within its Ministry of Finance, with terms of reference, adequate resources and staffing, to be responsible for providing secretariat functions to the PPCR Steering Committee.

4. Project Management Unit

The Recipient shall establish, by not later than April 30, 2014, and thereafter maintain, throughout Project implementation period, a Project Management Unit within MNRE with terms of reference, adequate staffing and resources, to be responsible for day to day implementation of the Project. To this end, the Recipient shall ensure that, throughout Project implementation period, the PMU shall be headed by a Project manager and comprised of staff, all with qualifications and experience satisfactory to the World Bank, such staff to include, inter alia: a financial management specialist, procurement specialist, monitoring and evaluation specialist and environmental specialist.

B. Community Engagement Plan and Project Operational Manual

1. The Recipient shall, by not later than six (6) months from the date of this Agreement:
Prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank, a plan containing detailed guidelines and procedures for the implementation of the Project at community level, including: (i) arrangements for community procurement; eligibility and selection criteria for Beneficiaries; (ii) detailed guidelines and procedures for the selection and implementation of Sub-Projects; and (iii) provisions specifying appropriate roles, responsibilities and reporting procedures for managing and monitoring environmental and social concern (including those relating to gender and different sub-groups within the beneficiary communities) arising from the design and implementation of the Subprojects; and

(b) thereafter adopt such as shall have been approved by the World Bank (Community Engagement Plan).

2. The Recipient shall carry out the Project in accordance with the Community Engagement Plan and the Project Operational Manual, and except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Community Engagement Plan and/or Project Operational Manual.

3. In case of a conflict between the provisions of the Community Engagement Plan and/or Project Operational Manual, and this Agreement, those of this Agreement shall prevail.

C. Anti-Corruption

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

D. Subprojects

1. For purposes of implementation of Part 1(b) of the Project, the Recipient shall provide Sub-grants to Beneficiaries to implement Subprojects in accordance with eligibility criteria and procedures acceptable to the World Bank and specified in the Community Engagement Plan which shall include the following:

(a) Sub-grants shall be provided for priority adaptation investments designed to strengthen climate resilience which shall have been identified in the coastal infrastructure management plans developed under Part 1(a) of the Project.
(b) Beneficiaries shall include: (i) community groups for Sub-grants up to a maximum amount of WST$50,000; and (ii) Line Agencies for Sub-grants up to a maximum of WST$500,000; such limit shall be increased on exceptional basis with prior written agreement of the World Bank.

(c) The Subprojects shall: (i) include specific development activities designed to strengthen climate resilience such as, but not limited to, beach-replenishment techniques, river training, drainage construction, early warning systems, coastal vegetation regeneration and slope stabilization measures; and (ii) exclude activities such as land reclamation, sand mining, use of pesticides, clearance of areas of biodiversity, structures that sever breeding routes and structures that are known to be likely to alter coastal processes and cause coastal erosion.

(d) if, on the basis of an environmental assessment conducted for a Subproject, an EMP and/or a RAP tailored to the Subproject is required, such EMP or RAP has been prepared pursuant to the ESMF and/or LARF and has been approved by the World Bank in accordance with Section I.E.2 and 3 of this Schedule 2.

(e) Sub-grants shall be made under a Sub-grant Agreement with the respective Beneficiary on terms and conditions acceptable to the World Bank, which shall cover rights adequate to protect its interests and those of the World Bank, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-grant Agreement; and (ii) require each Beneficiary to: (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Subproject and the achievement of its objectives; (E) (1) maintain adequate records to reflect, in accordance with sound accounting practices, the outputs, operations, resources and expenditures in respect of the Subproject; and (2) at the World Bank's or the Recipient's request, have such records audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the report of such audit to the Recipient and the World Bank; (F) enable the Recipient and the World Bank to inspect the Subproject, its operation and any relevant records and documents; (G) prepare and furnish to the
Recipient and the World Bank all such information as the Recipient or
the World Bank may reasonably request; and (H) take such measures as
shall be necessary or appropriate to comply with the requirements of the
Safeguard Instruments.

2. The Recipient shall exercise its rights and carry out its obligations under each
Sub-grant Agreement in such manner as to protect the interests of the Recipient
and the World Bank and to accomplish the purposes of the Project. Except as the
World Bank shall otherwise agree in writing, the Recipient shall not assign,
amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of
the Safeguard Instruments.

2. If any Project activities would, pursuant to the ESMF, require the preparation of
an EMP, the Recipient shall ensure that no such activities shall be implemented
unless and until such EMP is prepared in accordance with the ESMF and
furnished to the World Bank for review and approval, and is disclosed as
required by the ESMF and approved by the World Bank.

3. If a RAP would be required for any Project activities on the basis of the LARF,
the Recipient shall ensure that: (a) said RAP has been prepared in accordance
with the requirements of the LARF, furnished to the World Bank 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 initiation of said
activities have been taken; (ii) a report, in form and substance satisfactory to the
World Bank, on the status of compliance with the requirements of said RAP has been prepared and furnished to the World Bank; and (iii) the World Bank has confirmed that said activities may be commenced.

4. Without limitation upon its other reporting obligations under this Agreement, the
Recipient shall, in accordance with terms of reference satisfactory to the World
Bank: (a) monitor the status of compliance with the Safeguard Instruments; and
(b) prepare and furnish to the World Bank, 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) measures taken in furtherance of such Safeguard Instruments;

(ii) conditions, if any, which interfere or threaten to interfere with
the smooth implementation of such Safeguard Instruments; and

(iii) remedial measures taken or required to be taken to address such
conditions.
5. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part E, and thereafter shall carry out with due diligence all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the Safeguard Instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank and set forth in the Project Operational Manual. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than forty five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set
forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants’ 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 Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to the additional provisions set forth in the Annex to Schedule 2 to this Agreement; (c) Shopping; (d) Direct Contracting; and (e) Community Participation procedures which have been found acceptable to the World Bank.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Nongovernmental Organizations to facilitate sub-project implementation, in accordance with the provisions in paragraph 3.16 of the Procurement Guidelines;
(g) Selection of Individual Consultants; and (h) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank 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 Grant (“Category”), the allocations of the amounts of the Grant 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 Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Goods, works, non-consulting services, consultants’ services, Training and Operating Costs, for the Project (excluding Part 1(b))</td>
<td>5,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works and non-consulting services for Subprojects under Part 1(b) of the Project to be financed out of the proceeds of Subgrants</td>
<td>9,400,000</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>14,600,000</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 for payments:

   (a) made prior to the date of this Agreement.

   (b) under Category (2) unless the Recipient has adopted the Community Engagement Plan in accordance with Section I.B.1 of schedule 2 to this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2018.
ANNEX TO SCHEDULE 2
Additional Procedures for National Competitive Bidding

The procurement procedure to be followed for National Competitive Bidding shall be the Open Competitive Bidding procedure (public tendering) set forth in the Guidelines for Government Procurement and Contracting: Goods and Works (GWG), dated June 2008, provided, however, that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of the “Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers” (January 2011) (the “Procurement Guidelines”) and the following additional provisions:

Eligibility
1. Eligibility to participate in a procurement process for and to be awarded a World Bank financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. No domestic preference shall be granted in bid evaluation on the basis of bidder’s nationality, origin of goods or services, and/or preferential programs.

Advertising; time for bid preparation
2. Invitations to bid shall be advertised in at least one newspaper of national circulation or the official gazette, or on a widely used website or electronic portal with free national and international access. Prospective bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids.

Standard bidding documents
3. Bidding documents acceptable to the World Bank shall be used, and shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines.

Registration of contractors
4. Registration shall not be used to assess bidders’ qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid, and a foreign bidder recommended for contract award shall be given a reasonable opportunity to register, with the reasonable cooperation of the Recipient, prior to contract signing.

Bid Submission, Bid Opening and Bid Evaluation
5. Bidders may submit bids, at their option, either in person or by courier service or by mail. All bidding for goods and works shall be carried out through a one-envelope procedure. Bids shall be opened in public, immediately after the deadline for
submission of bids. Evaluation of bids shall be made in strict adherence to the evaluation criteria specified in the bidding documents. Evaluation criteria other than price shall be quantified in monetary terms. Merit points shall not be used, and no minimum point or percentage value shall be assigned to the significance of price, in bid evaluation. A bidder shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.

6. Qualification criteria shall be clearly specified in the bidding documents. All criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a “pass or fail” basis, and merit points shall not be used. Such assessment shall be based entirely upon the bidder’s or prospective bidder’s capability and resources to effectively perform the contract, taking into account objective and measurable factors, including: (i) relevant general and specific experience, and satisfactory past performance and successful completion of similar contracts over a given period; (ii) financial position; and where relevant (iii) capability of construction and/or manufacturing facilities.

7. In the procurement of goods and works where pre-qualification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post qualification, applying the qualification criteria stated in the bidding documents.

8. No bids shall be rejected on the basis of comparison with the cost estimates without the World Bank’s prior written concurrence.

**Rejection of All Bids and Re-bidding**

9. All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank’s prior written concurrence.

**Currency of bid and currency of payment**

10. The bidder may express the bid in the currency set forth in the bidding documents. The payment of the contract price shall be made in the currency or currencies of bid.

**Fraud and Corruption**

11. The bidding document and contract as deemed acceptable by the World Bank shall include provisions stating the World Bank’s policy to sanction firms or individuals, found to have engaged in fraud and corruption as defined in the Procurement Guidelines.

**Inspection and Audit Rights**

12. In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the World Bank to inspect all accounts, records,
and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the World Bank. Acts intended to materially impede the exercise of the World Bank’s inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Guidelines.

**Contract Modifications**

13. With respect to contracts subject to the World Bank’s prior review, the Recipient shall obtain the World Bank’s no objection before agreeing to: (a) a material extension of the stipulated time for performance of a contract; (b) any substantial modification of the scope of services or other significant changes to the terms and conditions of the contract; (c) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increases the original contract amount by more than 15 percent; or (d) the proposed termination of the contract. A copy of all contract amendments shall be provided to the World Bank.
APPENDIX

DEFINITIONS


2. “Beneficiary” means either the community groups or Line Agencies that meet the eligibility criteria specified in the Community Engagement Plan for receiving Subgrants and to which or for whose benefit a Subgrant is made or proposed to be made; and the term “Beneficiaries” means more than one such Beneficiary.

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

4. “Climate Resilience Investment Coordination Unit” the unit referred to in Section I.A.3 of Schedule 2 to this Agreement, responsible for overall coordination of the Recipient’s PPCR activities, and for purposes of this Project, to be responsible for providing secretariat functions to the PPCR Steering Committee.

5. “Community Engagement Plan” means the plan referred to in section 1.B of Schedule 2 to this Agreement.


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

8. “EMP” means an environmental management plan, in form and substance satisfactory to the World Bank, prepared or to be prepared by the Recipient on the basis of the ESMF, and giving details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of; and regular feedback on compliance with, its
terms, as any such plan may be amended and/or supplemented from time to time with prior written approval of the World Bank; and “EMPs” means, collectively, all or several such plans.

9. “ESMF” means the Environmental and Social Management Framework prepared and adopted by the Recipient, dated September 2013, setting forth: (a) the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities; (b) measures to ensure land-based livelihoods for the indigenous population are protected and benefits are equitably shared; and (c) provisions that specify appropriate roles and responsibilities, including the necessary reporting procedures, for managing and monitoring environmental and social concerns (including those relating to gender and different sub-groups within the beneficiary communities) arising from the design and implementation of Subprojects; as such framework may be amended by the Recipient from time to time, with the prior written agreement of the World Bank.

10. “LTA” means Land Transport Authority, established and operating pursuant to the Recipient’s Land Transport Authority Act of 2007, as amended to date.

11. “Land Acquisition and Resettlement Framework” or “LARF” means the Recipient’s framework acceptable to the World Bank, dated September 24, 2013 and annexed to the ESMF, adopted by the Recipient, and giving details of provisions for compensation, rehabilitation and resettlement assistance to Displaced Persons, as such LARF may be amended from time to time with the prior written agreement of the World Bank.

12. “Line Ministries and Agencies” means the Recipient’s Ministry of Agriculture, and Fisheries, the Land Transport Authority and any other ministries or agencies involved in the implementation of the Project.

13. “MNRE” means the Recipient’s Ministry of Natural resources and Environment, or any successor thereto.

14. “Ministry of Agriculture and Fisheries” means the Recipient’s ministry responsible for agriculture and fisheries, or any successor thereto.

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

16. “Operating Costs” means the incremental expenses incurred by the Recipient on account of Project implementation, supervision, management, and monitoring, on account of office space rental and utilities, office supplies and equipment, bank charges, communications, vehicle operation, maintenance and insurance,
building and equipment maintenance, travel costs for Project supervision, advertising and staff salaries (other than consultants’ services), but excluding salaries of civil servants.

17. “PPCR” means the Pilot Program for Climate Resilience.

18. “PPCR Steering Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.


20. “Procurement Plan” means the Recipient’s procurement plan for the Project dated October 4, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

21. “Project Management Unit” means the office referred to Section I.A.4 of Schedule 2 to this Agreement.

22. “Project Operational Manual” means the manual referred to in Section I.B.2 of Schedule 2 to this Agreement setting forth detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, corruption and fraud mitigation measures, and such other arrangements and procedures as shall be required for the Project.

23. “RAP” means the resettlement action plan, in form and substance satisfactory to the World Bank, prepared or to be prepared by the Recipient on the basis of the LARF, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the LARF, along with the procedural and institutional measures needed to implement such actions, measures and policies, as such RAP may be amended from time to time with the prior written agreement of the World Bank.

24. “Safeguard Instruments” means the ESMF, LARF, any EMPs and any RAPs.


26. “Sub-grant” means a grant to finance part of the reasonable cost of goods, works, services, training and operating costs required for a Subproject to be carried out by a Beneficiary; “Sub-grants” means more than one such Sub-grant.
27. "Sub-grant Agreement" means each agreement entered into between the Recipient and a Beneficiary pursuant to which a Sub-grant shall be or has been made by the Recipient to such Beneficiary for a Subproject.

28. "Subproject" means specific development project to be carried out by a Beneficiary under Part 1(b) of the Project and which meets the eligibility criteria set out in the Community Engagement Plan and the provisions of Section I. D of Schedule 2 to this Agreement; and "Sub-Projects" means two or more of such investments.

29. "Training" means incremental reasonable expenditures, on account of the Project, to finance the cost of training activities, workshops and seminars related to the Project including expenses for rental of conference rooms, acquisition of materials and supplies, course fees and travel and subsistence for trainees.

30. "WST$" means the Samoan Tala, the Recipient’s currency.