

**OFFICIAL
DOCUMENTS**

GRANT NUMBER D063-WS

Financing Agreement

(Samoa Connectivity Project)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 11 August , 2015

GRANT NUMBER D063-WS

FINANCING AGREEMENT

AGREEMENT dated 11 August, 2015, entered into between INDEPENDENT STATE OF SAMOA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS: (A) the Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to extend a grant to assist in financing the project described in Schedule 1 to this Agreement (“Project”), and the Association has agreed, to extend the grant as provided for in Section 2.01 of this Agreement, upon the terms and conditions set forth in this Agreement.

(B) the Recipient has also requested the Association, acting as administrator of grant funds provided under the Pacific Region Infrastructure Facility (“PRIF”) multi-donor trust fund, to provide additional assistance towards the financing of the Project (as defined in the Appendix to this Agreement), and the Association, acting as administrator of grant funds provided under the PRIF multi-donor trust fund, has agreed to make available to the Recipient from the PRIF a grant in an amount of one million five hundred thousand Dollars (US\$1,500,000) to assist in financing Part 1(b) of the Project, pursuant to an agreement to be entered into between the Recipient and the Association (“PRIF Grant Agreement”).

(C) by a separate financing agreement (“Co-financing Agreement”) to be entered into between the Recipient and the Asian Development Bank (“ADB”), ADB will provide financing (“Co-financing”) to the Recipient in support of activities related to the implementation of Part 1(a) of the Project.

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 eleven million six hundred thousand Special Drawing Rights (SDR 11,600,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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 January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Part 2 of the Project through the Office of the Regulator (“OoTR”) and Part 3 of the Project through its Ministry Finance; and (b) cause Part 1 of the Project to be carried out by the Samoa Submarine Cable Company (variously referred to as “SSCC” or “Project Implementing Entity”); all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 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 — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Telecommunications Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the

ability of the Recipient, OoTR and/or the Project Implementing Entity (as the case may be) to perform any of their respective obligations under this Agreement or the Project Agreement.

- (b) The PRIF Grant Agreement has failed to enter into effect by twelve (12) months after the Effective Date of this Agreement.
- (c) The Establishment Documents for the Project Implementing Entity have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is twelve months after the Effective Date.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

6.01. The Recipient's Representative is its Minister of Finance.

6.02. The Recipient's Address is:

Private Bag
Apia
Samoa
Facsimile:

+685 21312

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.

Washington, D.C. 20433
United States of America

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Apia, Samoa, as of
the day and year first above written.

INDEPENDENT STATE OF SAMOA

By

T. Mallelegac

Authorized Representative

Name: Tuilaepa Sailele Mallelegac

Title: Prime Minister x
Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Franz R. Drees-Gross

Authorized Representative

Name: FRANZ R. DREES-GROSS

Title: COUNTRY DIRECTOR, EACNF

SCHEDULE 1

Project Description

The objective of the Project is to reduce the cost and increase the availability of internet services in the Recipient's territory.

The Project, which forms part of the third Phase of the Program, consists of the following parts:

Part 1: Samoa-Fiji Cable

(a) Submarine Cable System

Design, supply and installation of a submarine cable system to connect Samoa (Upolu and Savai'i) to Fiji (Suva), including undertaking a marine survey, financing the cable manufacture and cable deployment-marine operations.

(b) Landing stations and ancillary equipment

Construction of landing stations and ancillary facilities in Savaii and Upolu, including acquisition and installation of onshore equipment.

(c) Additional costs

Financing of indefeasible rights of use (including the acquisition of long-term landing services in Fiji and capacity) and management costs associated with the operation of the SSCC.

Part 2. ICT Regulatory Technical Assistance

Carrying out a program of activities designed to enhance regulatory capacity of the Office of the Regulator, such program to include, *inter alia*: (a) review, development and implementation of effective regulation for the ICT sector with a particular focus on wholesale markets; (b) review and update of existing legal regulatory framework; and (c) carrying out a nationwide consumer survey on the benefits of ICT.

Part 3. Project implementation and administration

Carrying out a program of activities designed to strengthen the capacity of the Recipient to handle Project transactions, implementation and management, such program to include: (a) Project finance and transactional assistance in connection with the institutional design and operationalization of the SSCC pursuant to public private partnership arrangements, including independent appraisal of the proposed structure of the SSCC; (b) overall Project coordination, financial and contract management, procurement, communications and outreach plus reporting, audit, monitoring and evaluation.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. **Institutional Arrangements.**

1. Project Steering Committee

The Recipient shall maintain the Project Steering Committee with adequate resources, composition and terms of reference satisfactory to the Association to be responsible for providing policy oversight to the Project. To this end, the Recipient shall ensure that the steering committee shall be composed of representatives of the Ministry of Finance, the Ministry of Communications and Information Technology, the Attorney General's office, and representatives of the telecommunications operators.

2. Ministry of Finance, Office of the Regulator and Samoa Submarine Cable Company

To ensure proper and efficient day to day implementation of the Project, the Recipient shall vest responsibility for: (a) implementation of Part 1 of the Project in the Samoa Submarine Cable Company (SSCC); (b) implementation of Part 2 of the Project in the Office of the Regulator; and (c) implementation of Part 3 of the Project in the Ministry of Finance.

3. Project Manager

The Recipient shall appoint, by not later than three months after the Effective Date, and thereafter maintain throughout the period of Project implementation, a Project manager, within the Ministry of Finance, with qualifications and experience and under terms of reference acceptable to the Association, to be responsible for supporting Project implementation.

B. **Specific Implementation Covenants for Part 1 of the Project.**

1. Establishment of the Samoa Submarine Cable Company

To ensure proper and efficient implementation of Part 1 of the Project:

- (a) The Recipient shall, by not later than six (6) months after the Effective Date, obtain and submit to the Association, an independent appraisal of the proposed structure for SSCC, including ownership, financing and governance arrangements, business model, divestiture arrangements (including asset valuation) and the mechanism for ensuring financial

equilibrium in the interests of users of ICT services in the Recipient's territory, in conformity with the Recipient's laws, and all in form and substance acceptable to the Association.

- (b) The Recipient shall, by not later than nine (9) months after the Effective Date, issue a binding offer to sell shares in, or otherwise provide for private sector involvement in the financing of SSCC, all in an amount and in a manner satisfactory to the Association.
- (c) The Recipient shall, by not later than twelve (12) months after the Effective Date, ensure that the SSCC is established and made operational, including adoption of by-laws, articles of association, shareholders agreement and related contractual instruments for the financing and operation of SSCC, in conformity with the Recipient's laws, and all in form and substance acceptable to the Association.

2. SSCC Subsidiary Agreement

- (a) To facilitate the carrying out of Part 1(a) of the Project, the Recipient shall, after the Project Implementing entity has entered into a Project Agreement with the Association, make part of the proceeds of the Financing, allocated from time to time to Category (1) of the table set forth in Section IV.A.2 of this Schedule ("Subsidiary Financing") available to the Project Implementing Entity under a subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association, which shall include:
 - (i) The obligations of the Recipient to: (A) make available the Subsidiary Financing to the Project Implementing Entity under terms and conditions acceptable to the Association, and otherwise to take all action necessary to enable the Project Implementing Entity to carry out Part 1 of the Project and ensure the achievement of the objectives thereof; and (B) ensure that all responsibilities and rights associated with the implementation of Part 1 of the Project are vested in the Project Implementing Entity, in a manner satisfactory to the Association.
 - (ii) The obligations of the Project Implementation Entity to: (A) take all required actions, including provision of timely consents and approvals as may be necessary, to facilitate the utilization of said proceeds of the Financing and the implementation of Part 1 of the Project, and to comply with its undertakings under the Project Agreement; (B) offer, on terms and conditions acceptable to the Association and the OoTR, to the OoTR a reference interconnection

offer (“RIO”) (or similar) which ensures cost based and non-discriminatory access for its services; (C) obtain all licenses, permits and approvals required for the operation and supply of international and domestic wholesale communication services; (D) enter into Landing Party Agreement(s) and obtain all necessary authorizations and permits for landing of the cable in Fiji; (E) secure adequate capacity for the cable system via the landing station in Suva, Fiji, from a third-party provider; (F) promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the implementation of Part 1 of the Project and the achievement of the objectives thereof; (G) at the request of the Recipient, exchange views with the Recipient and the Association with regard to the progress Part 1 of the Project and the achievement of the objectives thereof; (K) carry out Part 1 of the Project in accordance with the Anti-Corruption Guidelines and the ESMP, RPF and any RAPs.

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

C. Implementation Covenant Relating to Open Access

The Recipient shall take all measures required on its part to ensure that OoTR, shall, by not later than three (3) months after the Effective Date and pursuant to Part VI of the Telecommunications Act and thereafter, throughout the Project implementation period, ensure that all international submarine fiber optic infrastructure in its territory shall be subject to independent regulation which guarantees open access to international communications services by all access seekers on a cost-based and nondiscriminatory basis, all in form and substance acceptable to the Association.

D. Anti-Corruption

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

E. Safeguards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Plan (“ESMP”), the

Resettlement Policy Framework (“RPF”) and the relevant Resettlement Action Plans (“RAP(s)”).

2. Whenever a RAP shall be required for any proposed Project activity in accordance with the provisions of the RPF, the Recipient shall ensure that:
 - (a) prior to the commencement of such activity, such RAP is: (i) prepared in accordance with the provisions of the RPF; (ii) furnished to the Association for review and no-objection; and (iii) thereafter adopted and disclosed as accepted by the Association, in a manner satisfactory to the Association; and
 - (b) thereafter such measures are taken as shall be necessary or appropriate to ensure compliance with the requirements of such RAP.
3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMP, the RPF or any RAPs, unless the Association has provided its prior no-objection thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
4. The Recipient shall ensure that any studies and technical assistance activities to be supported by the Project are carried out under terms of reference satisfactory to the Association and are consistent with, and pay due attention to, the ESMP, the RPF and the Association’s environmental and social safeguard policies.
5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Association on a six-monthly basis (or such other frequency as may be agreed with the Association) consolidated reports on the status of compliance with the ESMP, the RPF and any RAPs, giving details of:
 - (a) measures taken in accordance with the said instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the implementation of the said measures; and
 - (c) remedial measures taken or required to be taken to address such conditions.
6. In the event of any conflict between the provisions of any of the ESMP, the RPF or the RAPs, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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 set forth in the Results Framework, and acceptable to the Association. 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 October 31, 2017 (or such other date as the Association may agree), carry out a mid-term review of the Project and, 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, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objective, 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 a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall prepare and furnish to the Association not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, 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. The audited Financial Statements for each such period shall be furnished to the Association 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 Financing 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 Association 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) Shopping; and (b) Direct Contracting.

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 contracts 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) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

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 "World Bank Disbursement Guidelines for Projects" dated May 2006, 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:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (exclusive of Taxes)
(1) Goods, works, non-consulting services, and consultants' services for Part 1(a) of the Project	10,150,000	43%
(2) Goods, non-consulting services, consultants' services and	910,000	100%

Training for Part 2 of the Project		
(3) Goods, non-consulting services, consultants services and Incremental Operating Costs for Part 3 of the Project	540,000	100%
TOTAL AMOUNT	11,600,000	

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 (1), until the Recipient has provided evidence satisfactory to the Association that:
 - (i) the conditions set forth in Section I.B.1 of this Schedule 2 relating to the establishment of the SSCC have been met in a manner satisfactory to the Association, and the Association has received a legal opinion from the Recipient confirming that the establishment of the SSCC complies with the Recipient's laws ;
 - (ii) (A) the SSCC Project Agreement has been entered into, and (B) the Association has received a legal opinion or opinions satisfactory to it of counsel acceptable to the Association, or if the Association so requests, a certificate or certificates satisfactory to the Association of a competent official or officials, attesting that the SSCC Project Agreement has been duly executed and delivered on behalf SSCC, ratified by all necessary governmental or corporate action, and is legally binding upon the SSCC in accordance with the terms thereof;
 - (iii) (A) the SSCC Subsidiary Agreement has been entered into in accordance with the provisions of Section I.B.2 of Schedule 2 to

this Agreement; and (B) the Association has received a legal opinion or opinions satisfactory to it of counsel acceptable to the Association, or if the Association so requests, a certificate or certificates satisfactory to the Association of a competent official or officials, attesting that the SSCC Subsidiary Agreement has been duly executed and delivered on behalf of the parties thereto, ratified by all necessary governmental or corporate action, and is legally binding upon the parties thereto in accordance with the terms thereof;

- (iv) the SSCC has: (A) offered to the Office of the Regulator a RIO referred to in Section I.B.2(a)(ii)B of this Schedule 2 and the OoTR has accepted said RIO; (B) obtained all licenses, permits and approvals required for the operation and supply of international and domestic wholesale communication services; (C) entered into Landing Party Agreement(s) and all necessary authorizations and permits for landing of the cable in Fiji have been obtained; (D) secured adequate capacity for the cable system via the landing station in Suva, Fiji, from a third-party provider; and (E) provided all necessary financing required on its part for purposes of financing Part 1(c) of the Project in accordance with Section V of this Schedule 2;
- (v) the Co-Financing Agreement and the PRIF Grant Agreement have been executed and all conditions precedent to their effectiveness or the right of the Recipient to make withdrawals under said agreements have been fulfilled; and
- (vi) the Association and the Co-financier have entered into a memorandum of understanding setting forth the joint arrangements for implementation of Part 1(a) of the Project, in form and substance satisfactory to the Association.

2. The Closing Date is July 31, 2020.

Section V. Other Undertakings

Additional Funds

For purposes of Section 4.03 of the General Conditions, the Recipient shall ensure that the SSCC shall, throughout the Project implementation period, allocate adequate funds, to cover the full costs of financing Part 1(c) of the Project. To this end, the Recipient shall ensure that prior to commencement of any activities under Part 1 of the Project, the SSCC shall have deposited an amount of at least \$7,200,000 in a separate bank account acceptable to the Association to finance Part 1(c) of the Project.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means 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.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Co-financier” means the Asian Development Bank.
4. “Co-financing” means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of about eighteen million five hundred thousand Dollars (\$18,500,000), to be provided by the Co-financier to assist in financing Part 1(a) of the Project.
5. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
7. “Displaced Persons” means persons who, on account of the implementation of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; (iii) loss of income source or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.
8. “Environmental and Social Management Plan” and the acronym “ESMP” means the plan prepared by the Recipient and dated April 10, 2015 which sets forth mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental and social impacts of activities under the Project, offset them, or reduce them to acceptable levels, 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, appendices, or schedules to such plan.
9. “Establishment Documents” means the regulations, rules, instruments, contracts, agreements, and certificates thereto, which shall establish, operationalize and govern the Project Implementing Entity.

10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
11. “ICT” means information and communications technology.
12. “Incremental Operating Costs” means incremental expenses incurred by the Recipient on account of the implementation, management, and monitoring and evaluation of the Project, based on annual budgets approved by the Association, including rental of office space, bank charges, communications, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of the Recipient’s civil servants.
13. “Landing Party Agreement (s)” means a landing party agreement or agreements to be entered into by SSCC, the Landing Party and any other necessary party thereto, or such agreement for the benefit of SSCC, in accordance with the provisions of Section I.B.2(a)(ii) of Schedule 2 to this Agreement.
14. “OoTR” or Office of the Regulator” means the office established pursuant to the Telecommunications Legislation, responsible for, inter alia, regulating the telecommunications sector.
15. “PRIF Grant” means the grant in the amount of at least \$1,500,000 to be provided by the various donors under the Pacific Regional Infrastructure Facility multi donor trust fund to assist in financing Part 1(b) of the Project.
16. “PRIF Grant Agreement” means agreement to be entered into between the Association and the Recipient providing for the PRIF Grant.
17. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 24, 2015 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.
19. “Program” means the Program” means the Pacific Regional Connectivity Program which is a series of projects approved by the Association’s Board of Directors on August 2011.
20. “Project Implementing Entity” means the Samoa Submarine Cable Company.

21. “Resettlement Action Plan(s)” and the acronym “RAP(s)” means each resettlement action plan to be prepared by the Recipient in accordance with the provisions of the Resettlement Policy Framework, and pursuant to Section I.E.2 of Schedule 2 to this Agreement, acceptable to the Association, which sets out the: (i) principles and procedures governing the acquisition of land required for the Project; (ii) Displaced Persons as a result of Project activities; (iii) actions and measures for the payment of compensation to Displaced Persons and for their resettlement and rehabilitation; (iv) criteria and procedures for developing and implementing actions and measures for mitigating the adverse social impacts resulting from the implementation of Project activities; and (v) principles and procedures for consultation, grievance redressal, reporting and monitoring requirements, as said plan may be revised from time to time with the prior mutual written agreement of the Association.
22. “RPF” or “Resettlement Policy Framework” means the Recipient’s resettlement policy framework for the Project and annexed to the ESMP, which sets out the policies and procedures for addressing adverse temporary or permanent social impacts resulting, or likely to result, from the carrying out of the Project, including for the preparation of Resettlement Action Plans as may be required for Project activities, as said framework may be revised from time to time with the prior mutual written agreement of the Association.
23. “Results Framework” means the framework dated May 4, 2015 (Note to insert date of Negotiation) setting for the monitoring indicators of the Project, as such framework may be amended from time to time with prior written agreement of the Association.
24. “SSCC” or “Samoa Submarine Cable Company” means to be entity to be established by the Recipient pursuant to the Recipient’s Companies Act of 2001, (Part ii of the Laws of the Recipient), and to be operationalized and governed by respective Establishment Documents.
25. “Subsidiary Agreement” means the agreement referred to in Section I.B.2 of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity.
26. “Telecommunications Legislation” means the Telecommunications Act No. 20/2005, as amended to date of this Agreement.
27. “Training” means Training” means reasonable costs of training and workshop activities under the Project, based on annual work plans and budgets approved by the Association, including preparation and reproduction of training materials, rental of facilities, reasonable transportation costs, per diem of trainers and trainees (if applicable), and any other expenses directly related to course preparation and implementation