
CREDIT NUMBER 6585-SB
GRANT NUMBER D539-SB

Financing Agreement
**(First Solomon Islands Transition to Sustainable Growth Development Policy
Financing)**

between

SOLOMON ISLANDS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6585-SB
GRANT NUMBER D539-SB

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between SOLOMON ISLANDS (“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: (i) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (ii) 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) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for the purposes of the General Conditions, (collectively “Financing”) in the following amounts:
 - (a) an amount equivalent to eight million seven hundred thousand Special Drawing Rights (SDR 8,700,000) (“Grant”); and
 - (b) an amount equivalent to two million four hundred thousand Special Drawing Rights (SDR 2,400,000) (“Credit”).
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Dollar.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
 - (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 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension is 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 is 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 Signature Date.
- 5.03. For purposes of Section 10.05 (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 Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the minister at the time responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Finance and Treasury
P.O. Box 26
Honiara, Solomon Islands]; and

- (b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
677-27855	mdentana@mof.gov.sb

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

- (b) the Association's Electronic Address is:

Facsimile:	E-mail:
1-202-477-6391	cdpngpacific@worldbank.org

AGREED as of the Signature Date.

SOLOMON ISLANDS

By

Mckinnie P. Dentana

Authorized Representative

Name: Mckinnie P. Dentana

Title: Company Secretary

Date: 25-May-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Michel Kerf

Authorized Representative

Name: Michel Kerf

Title: Country Director, PNG & Pacific Islands

Date: 25-May-2020

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

Actions Taken Under the Program. The actions taken by the Recipient under the Program include the following:

1. The Recipient, through its Minister of Finance and Treasury, has issued new Debt Management Regulations under the Public Financial Management Act to give legal force to the debt sustainability provisions of the Debt Management Framework, as evidenced by: (a) the Debt Management Regulations; (b) the letter from the Minister of Finance and Treasury to the Association, dated March 4, 2020; and (c) the Recipient's Legal Notice No. 77, supplement to the Recipient's Gazette No 91, dated December 22, 2018.
2. The Recipient, through its Minister of Finance and Treasury, has established a Cash Management Committee for payment prioritization and monitoring of cashflow-related risks, in order to prevent expenditure arrears, as evidenced by: (a) the approved terms of reference for the Cash Management Committee signed by the Minister of Finance and Treasury on November 26, 2019; and (b) the letter from the Minister of Finance and Treasury to the Association, dated March 4, 2020.
3. The Recipient, through its Cabinet, has approved the Tax Administration Bill 2020 for submission to Parliament, to enhance the efficiency of tax administration, as evidenced by: (a) the document titled 'Conclusions 2020 6th Cabinet Meeting' signed by the Secretary to Cabinet dated February 20, 2020; (b) the Tax Administration Bill 2020; and (c) the letter from the Minister of Finance and Treasury to the Association, dated March 4, 2020.
4. The Recipient has brought into force the Anti-corruption Act 2018, to establish the Solomon Islands Independent Commission Against Corruption, as evidenced by: (a) the Anti-corruption Act 2018; (b) the Recipient's Legal Notice No. 67, supplement to the Recipient's Gazette No 154, dated December 7, 2018; and (c) the letter from the Minister of Finance and Treasury, to the Association, dated March 4, 2020.
5. The Recipient, through its Cabinet, has approved the Payment Systems Bill 2019 for submission to Parliament, to improve the efficiency of payment systems in Solomon Islands, as evidenced by: (a) the letter from the Secretary to Cabinet to the Permanent Secretary and Ministry of Finance and Treasury dated October 10, 2019 titled 'Extract for Action - from Conclusion of the Cabinet - Solomon

Islands'; (b) the Payment Systems Bill 2019; and (c) the letter from the Minister of Finance and Treasury to the Association, dated March 4, 2020.

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 proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Grant Allocated (expressed in SDR)	Amount of the Credit Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	8,700,000	2,400,000
TOTAL AMOUNT	8,700,000	2,400,000

- 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. Deposit of Financing Amounts**
1. Notwithstanding the provisions of Section 2.03 of the General Conditions:
 - (a) the Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain on terms and conditions satisfactory to the Association, a dedicated account in Dollars ("Foreign Currency Dedicated Account"); which forms part of the Recipient's foreign exchange reserves; and
 - (b) all withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Dedicated Account. Upon each deposit of an amount of the Financing into the Foreign Currency Dedicated Account, the Recipient shall ensure that an equivalent amount in Solomon Islands Dollar is accounted for in the Recipient's budget management system, in a manner acceptable to the Association.

2. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Solomon Islands Dollar equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.
- E. Audit.** Upon the Association's request, the Recipient shall:
1. have the Foreign Currency Dedicated Account 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 Foreign Currency Dedicated Account and its audit as the Association shall reasonably request.
- F. Closing Date.** The Closing Date is November 30, 2021.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
commencing October 15, 2030 to and including April 15, 2040	1%
commencing October 15, 2040 to and including April 15, 2060	2%

* 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 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. “Anti-corruption Act 2018” means the Recipient’s *Anti-corruption Act 2018* (No. 2 of 2018).
2. “Cabinet” means the Recipient’s Cabinet of Ministers, established by Article 35 of the *Constitution of Solomon Islands, 1978*.
3. “Cash Management Committee” means the committee established pursuant to terms of reference signed by the Minister of Finance and Treasury on November 26, 2019.
4. “Debt Management Framework” has the meaning given to it in the Debt Management Regulations.
5. “Debt Management Regulations” means the Recipient’s *Public Financial Management (Debt Management) Regulations 2018* published in the Recipient’s Gazette, Legal Notice No. 77, dated December 22, 2018.
6. “Foreign Currency Dedicated Account” has the meaning given in Part D.1(a) of Section II of Schedule 1 to this Agreement.
7. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018.
8. “Minister of Finance and Treasury” means the Recipient’s Minister at the time responsible for finance.
9. “Ministry of Finance and Treasury” means the Recipient’s Ministry of Finance and Treasury or any successor thereto.
10. “Parliament” means the Recipient’s parliament described in the *Constitution of Solomon Islands, 1978*.
11. “Payment Systems Bill 2019” means the Recipient’s Payment Systems Bill 2019, approved by Cabinet on October 10, 2019.
12. “Program” means the program of objectives, policies, and actions set forth or referred to in the letter dated March 4, 2020, 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 and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.

13. "Public Financial Management Act" means the Recipient's *Public Financial Management Act 2013* (No. 9 of 2013).
14. "Solomon Islands Independent Commission Against Corruption" has the meaning given to "Commission" under section 3 of the Anti-Corruption Act 2018.
15. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
16. "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 1 to this Agreement.
17. "Solomon Islands Dollar" means the official currency of the Recipient.
18. "Tax Administration Bill 2020" means the Recipient's Tax Administration Bill 2020, approved by Cabinet on February 20, 2020.