
GRANT NUMBER E275-TV

Financing Agreement

(Pacific Islands Regional Oceanscape Program – Second Phase for Economic Resilience Project)

between

TUVALU

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E275-TV

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between TUVALU (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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) 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, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to ten million Special Drawing Rights (SDR 10,000,000) (“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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are February 15 and August 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 carry out the Project through the Fisheries Department within the Ministry of Fisheries and Trade in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following:
- (a) the function, mandate, legal character, ownership, or control of the Fisheries Department has changed from that prevailing as of the Signature Date so as to affect the ability of the Recipient materially and adversely, through its Fisheries Department, to perform any of its obligations under this Agreement, or to achieve the objectives of the Project.
 - (b) the Marine Resources Act has been amended, suspended abrogated, repealed, or waived in a manner that is not compatible with international law, specifically the United Nations Convention on the Law of the Sea, or in a manner that would materially and adversely affect the ability of the Recipient to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consist of the following, namely that the Recipient has prepared and adopted a Project Operations Manual in form and substance satisfactory to the Association.
- 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 its minister responsible for finance.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Finance
Vaiaku
Funafuti
Tuvalu; and

(b) the Recipient's Electronic Address is:

E-mail: spaeniu@gov.tv

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:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	cdpngpacific@worldbank.org

AGREED as of the Signature Date.

TUVALU

By



Authorized Representative

Name: Seve Paeniu

Title: Minister of Finance

Date: 02-Jan-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Stephen N. Ndegwa

Title: Country Director, PNG & Pacific Islands

Date: 20-Dec-2023

SCHEDULE 1

Project Description

The objective of the Project is to strengthen regional collaboration and national capacity for the management and the sustainable development of the oceanic and coastal fisheries sector in Tuvalu.

The Project constitutes a second phase of the Program, and consists of the following parts:

Part 1: Strengthening Policy and Institutions

1.1. Supporting Tuvalu Fisheries Department (TFD)'s transition into a Tuvalu Fisheries Authority (TFA)

Provision of technical assistance to support the TFD's transition into a fisheries authority including, *inter alia*: (a) supporting the development of regulatory, institutional and organizational frameworks, and associated corporate structure requirements and branding; (b) carrying out a review of the fisheries legislation to propose modifications to include modalities for the establishment and operationalization of the TFA; (c) strengthening human resource including through external trainings, staff placements and preparation of workforce development schemes; and (d) an upgrade of the information communication technology infrastructure.

1.2. Meeting Tuvalu's Flag and Port State responsibilities

Provision of technical assistance to: (a) develop a national fleet management policy to ensure that Tuvalu-flagged fishing vessels comply with national and international fishery management arrangements; (b) support the drafting of a legal framework for vessel control and port state measures to give effect to the national fleet management policy; and (c) support preparations for accession to the Port States Measures Agreement on port state measures to prevent, deter and eliminate illegal, unreported and unregulated fishing.

1.3. Strengthening seafood safety standards

Supporting the establishment and operationalization of a sanitary competent authority (CA) through, *inter alia*: (a) the provision of technical assistance to develop the sanitary CA's inspection and control manuals, and records database; (b) building the capacity of sanitary CA staff, including through the provision of training on seafood product hygiene and financing CA staff attachments to the Forum Fisheries Agency (FFA) or other similar institution; and (c) operating costs to implement the Seafood Testing Sampling Plan.

Part 2: Strengthening Regional Collaboration and National Capacity for Oceanic Fisheries

2.1. Consolidating oceanic fisheries management

Supporting monitoring, control and surveillance (MCS) activities, including through, *inter alia*: (a) capacity building activities such as training on dockside and at-sea inspections, boarding, and vessel operation and safety; (b) provision of technical assistance to: (i) prepare and design the specifications for a patrol vessel; (ii) carry out patrols and inspections; and (iii) develop an observer program, and provide training to trainers, debriefers and observers; (c) procurement and operationalization of a patrol vessel and observer equipment; and (d) the rehabilitation and upgrading of the existing MCS center, including furnishing the vessel monitoring system (VMS) room with requisite information technology equipment.

2.2. Harnessing of oceanic fisheries

Supporting domestic value addition, economic diversification, and employment in the fisheries industry through: (a) provision of technical assistance to carry out a feasibility assessment of the risks, economic viability, maintenance, governance and development of a business model for the operationalization of a pilot fishing vessel; (b) procurement and operationalization of a pilot fishing vessel and fishing equipment, including carrying out fishing and bait trials; (c) provision of training and technical assistance to: (i) increase direct economic benefits from tuna resources, improve food security and divert fishing pressure away from lagoons and coastal areas; (ii) carry out studies to assess the technical and economic feasibility of establishing and operating climate-resilient fishery infrastructure; and (iii) carry out feasibility studies and develop a plan for the commercial export of tuna, including different options for investment; (d) procurement of floating jetties for Funafuti and roll up ramps for outer islands to support small-scale fishing fleet; (e) improving sea safety for domestic fishing fleets including through: (i) testing and acquisition of a VMS for small-scale vessels and safety equipment; and (ii) provision of training and technical assistance to develop sea safety regimes and policies; and (f) provision of technical assistance to carry out: (i) studies to inform marketing and post-harvest development; and (ii) feasibility assessments and develop pilot low-carbon cold chains in outer islands.

Part 3: Strengthening Regional Collaboration and National Capacity for Coastal Fisheries

3.1. Strengthening coastal fisheries monitoring and management

Strengthening coastal fisheries information and community involvement through, *inter alia*: (a) carrying out surveys, outreach and awareness campaigns, stakeholder consultations, data collection, and design and implementation of fisheries management plans; (b) establishment and operationalization of Outer Islands Steering

Groups; and (c) support MCS activities through: (i) the construction of a watchman's hut with tower; and (ii) the purchase, operationalization and maintenance of MCS drones and coastal vessels for archipelagic waters and territorial seas operations; and (d) provision of technical assistance to develop regulations and awareness material related to the Funafuti Reef Fisheries Stewardship Plan.

3.2. Developing research and small-scale aquaculture

Supporting food security and environmental protection through, *inter alia*: (a) the provision of technical assistance to carry out an underwater visual census survey of the Funafuti Conservation Area; (b) the development of coral nurseries to support rehabilitation of critical degraded wild habitats, including coral planting; (c) rehabilitation of existing infrastructure in the milkfish farming area on Vaitupu; (d) supporting giant clam production for the existing Funafuti hatchery; (e) monitoring and investigating environmental threats with the Fisheries laboratory; and (f) undertaking research for fish biology management.

Part 4: Project management

Support Project management, coordination and implementation including, *inter alia*, financial management, procurement, monitoring and evaluation, environmental and social risk management and the provision of institutional support and capacity development.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Fisheries Department

The Recipient's Fisheries Department, established within the Ministry of Fisheries and Trade, shall be responsible for the overall implementation of the Project.

2. Project Steering Committee

The Recipient shall, at all times during implementation of the project, maintain a Project Steering Committee (PSC) with a mandate, composition and resources satisfactory to the Association, which shall be: (a) meet at least twice each year, and shall be responsible for, *inter alia*: providing strategic guidance and oversight to the Project; and (b) chaired by the director of the Fisheries Department or his designee and composed of representatives from the Ministry of Finance, the CPMO and other agencies, as agreed in writing with the Association.

3. Project Management Unit

The Recipient shall, at all times during implementation of the Project, maintain a Project Management Unit (PMU) within the Fisheries Department, to be responsible for the day-to-day implementation of the Project, with a mandate, composition, and resources satisfactory to the Association, including the following key personnel: a Project coordinator, an accountant, a procurement officer, and an environmental and social management officer.

4. Central Project Management Office

The Recipient shall, at all times during implementation of the Project, maintain the Central Project Management Office (CPMO) within the Ministry of Finance, with a mandate, composition, and resources satisfactory to the Association, to be responsible for providing advisory and technical support on Project implementation to the PMU on an as-needed basis, including on project management, procurement, financial management, social and environmental management, monitoring and evaluation, outreach and communications.

B. Project Operations Manual

1. The Recipient shall carry out the Project in accordance with the Project Operations Manual (POM), containing, *inter alia*: detailed arrangements and procedures for: (i) coordination and day-to-day execution of the Project; (ii) budgeting, disbursement, financial management and auditing; (iii) Project monitoring, reporting, evaluation, communication, and performance indicators; (iv) management of environmental and social aspects; (v) handling Personal Data (i.e., updating personal data collection and processing) under the Project in accordance with good international practice; (vi) operationalization of MCS drones, including a risk mitigation plan for the procurement, use and management of said drones; (vii) ensuring that all technical assistance and training related to fisheries monitoring, control and surveillance activities carried out under the Project are compatible with Article 73 of the United Nations Convention on the Law of the Sea (UNCLOS), and that the terms of reference for such technical assistance and training require inclusion of some instruction or content on state obligations under Article 73 of UNCLOS; and (viii) any other administrative, financial, technical and organizational arrangements and procedures as shall be necessary for the implementation of the Project and the achievement of its development objective.
2. The Recipient shall not amend or waive, or permit to be amended or waived, any provision of the POM without the prior written agreement of the Association.
3. In the event of any inconsistency between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association, by not later than four (4) months after the Effective Date for the first year of Project implementation, and subsequently no later than March 1 of each year during the implementation of the Project (or such other interval or date as the Association may agree), for the Association's review and no-objection, an annual work plan and budget containing all eligible Project activities and expenditures proposed to be included in the Project for the following Fiscal Year of the Recipient, including a specification of the source(s) of financing for all eligible expenditures.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during the said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").

3. The Recipient shall not make or allow to be made any change to the Annual Work Plans and Budgets without the prior written approval of the Association.

D. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended, or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities,

the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
7. The Recipient shall ensure that:
 - (a) all monitoring, control and surveillance activities carried out by the Recipient under the Project shall be under the control of a civilian fisheries officer or another civilian agency of the Recipient acceptable to the Association, and shall be carried out under terms of reference limited to fisheries monitoring, control and surveillance;
 - (b) each surveillance mission carried out by the Recipient under the Project shall be governed by detailed protocols prepared in accordance with terms of reference satisfactory to the Association, providing, *inter alia*: that: (i) the mission is a fisheries-priority mission and the mission task is duly recorded and documented prior and subsequent to the mission; (ii) memoranda of understanding in a form and substance acceptable to the Association are concluded between the agencies involved in the surveillance operations, including both government agencies and any civilian contractors involved; (iii) the accounts of the entities receiving or benefiting from the Financing for such mission are maintained in a manner enabling effective and verifiable compliance with the provisions of this Section I.D.7; (iv) the mission is conducted by personnel who have been properly trained in the operation of any equipment used in the mission; (v) the mission is under the control of an authorized fisheries officer, but subject to the overarching authority of the master of the vessel, in particular with respect to safety and emergency response; and (vi) where a fisheries priority mission is re-tasked for non-fisheries activities, the

authorized fisheries officer on board shall record the change and the duration of the change, and the responsible agency for the non-fisheries task shall maintain a record of such changes and accounts in a manner acceptable to the Association demonstrating that the resourcing of the non-fisheries task is independent from the Financing, and provide access to the Association or its representatives for audit in accordance with auditing rules acceptable to the Association;

- (c) where a patrol or surveillance mission has multiple tasks: (i) accounts are maintained in a manner acceptable to the Association which demonstrate that the Financing has been used for the exclusive purpose of financing fisheries surveillance activities; and (ii) that the Association is granted access to such accounts;
- (d) in accordance with Section 5.06 of the General Conditions, all goods, works, services and Operating Costs for fisheries monitoring, control and surveillance and related enforcement activities financed out of the proceeds of the Financing are used exclusively for the purposes of the Project, and not for any military purpose, or for any criminal investigation, prosecution, or proceedings, or for any other purposes unrelated to the objectives of the Project; and
- (e) all fisheries monitoring, control and surveillance and related enforcement activities carried out under the Project shall be compatible with Article 73 of UNCLOS, specifically that: (i) any foreign vessels and their crew arrested in the Recipient's exclusive economic zone shall be promptly released upon the posting of a reasonable bond or other security; (ii) penalties imposed by the Recipient for violations of fisheries laws and regulations in the Recipient's exclusive economic zone may not include imprisonment, in the absence of agreements to the contrary by the states concerned, or any other form of corporal punishment; and (iii) in cases of arrest or detention of foreign vessels, the Recipient shall promptly notify the flag state, through appropriate channels, of the action taken and of any penalties subsequently imposed.

Section II. Project Monitoring, Reporting and Evaluation

1. Project Report

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

2. Mid-term Review

The Recipient shall:

- (a) carry out jointly with the Association, not later than three (3) years after the Effective Date, or such other date as may be agreed with the Association, a mid-term review of the Project (“Mid-Term Review”) to assess the status of Project implementation. Such review shall include an assessment of the following: (i) overall progress in implementation; (ii) results of the monitoring and evaluation activities; (iii) progress on procurement and disbursement; (iv) progress on implementation of environmental and social measures; and (v) the need to make any adjustments to the Project to improve performance;
- (b) prepare, and furnish to the Association an overall report, in scope and detail satisfactory to the Association, on the progress achieved in carrying out the Project during the period preceding the date of such report, and setting up the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
- (c) review jointly with the Association the aforementioned report and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations for such report and the Association’s views on the matter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project, except Part 2.2(b)	9,061,000	100%
(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 2.2(b)	536,000	100%
(3) Refund of Preparation Advance	403,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	10,000,000	

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 Signature Date; or
 - (b) under Category (2) unless and until the Recipient has developed business model for the operationalization of a pilot fishing vessel referred to in Part 2.2(a) of Schedule 1 to this Agreement, in a manner satisfactory to the Association.
2. The Closing Date is December 31, 2029.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the work plan and budget accepted by the Association and adopted by the Recipient in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Association.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Central Project Management Office” or “CPMO” means the office referred to in Section I.A.4 of Schedule 2 to this Agreement.
5. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 7, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
6. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and

Information Disclosure”; effective on October 1, 2018, as published by the Association.

7. “FFA Treaty” means the *South Pacific Forum Fisheries Agency Convention of 1979*, as amended to date.
8. “Fiscal Year” means the fiscal year of Recipient commencing on July 1, and ending on June 30, of each year.
9. “Fisheries Department” means the department within the Recipient’s Ministry of Fisheries and Trade responsible for oceanic or designated inshore fishery resources and fisheries rights, or its legal successor.
10. “Forum Fisheries Agency” or “FFA” means the *Pacific Islands Forum Fisheries Agency*, which is a legal entity established pursuant to the FFA Treaty and mandated to provide technical advice and support to its members in the management of their fisheries resources.
11. “Funafuti Conservation Area” means a marine conservation area (which includes reef, lagoon, channel, and ocean; and is home to many species of fish, corals, algae, and invertebrates) covering 33 square kilometers (12.74 square miles) of reef, lagoon and motu (islets) on the western side of Funafuti atoll.
12. “Funafuti Reef Fisheries Stewardship Plan” means an inshore fisheries management plan developed by the Fisheries Department for improving the fisheries productivity of Funafuti, and which recognizes the role of people and healthy ecosystems in fisheries and adaptively responds to change.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023).
14. “Marine Resources Act” means the Recipient’s Marine Resources Act of 2006, as amended in 2012 and 2017.
15. “Ministry of Finance” means the Recipient’s ministry responsible for finance, or its legal successor.
16. “Ministry of Fisheries and Trade” means the Recipient’s ministry responsible fisheries, or its legal successor.
17. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of the implementation, management and monitoring and evaluation of the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including rental of office space, office supplies, bank charges, communications, advertising

expenses, 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.

18. "Outer Islands Steering Groups" means community leadership decision making authorities, responsible for convening community to organize consultations on project activities.
19. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of an individual.
20. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on June 29, 2023, and on behalf of the Recipient on June 29, 2023.
21. "Port States Measures Agreement" means an international agreement to specifically target illegal, unreported, and unregulated (IUU) fishing. Its objective is to prevent, deter and eliminate IUU fishing by preventing vessels engaged in IUU fishing from using ports and landing their catches.
22. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
23. "Program" means the Pacific Islands Regional Oceanscape Program, a series of projects financed by the Association.
24. "Project Management Unit" or "PMU" means the Recipient's Project management unit that is responsible for the day-to-day implementation of the Project, as detailed in Section I.A.3 of Schedule 2 to this Agreement.
25. "Project Operations Manual" or POM" means the Recipient's manual setting forth the arrangements and procedures as detailed in Section I.B of Schedule 2 to this Agreement.
26. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.

27. “Seafood Testing Sampling Plan” means a scheme to assess the quality of seafood lots (i.e., products manufactured under the same conditions at the same time) by defining the number of seafood samples to collect and test, and the maximum number of non-conforming samples that would result in the rejection of the lot for further use, including a detailed outline of which measurements will be taken at what times, on which material, in what manner, and by whom.
28. “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.
29. “Training” means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including preparation and reproduction of training materials, rental of facilities, reasonable transportation costs, per diem of trainers and trainees and/or participants (if applicable), excluding consultant’s fees under consulting services, and any other expenses directly related to course preparation and implementation.
30. “United Nations Convention Law of the Sea” means the international treaty which came into force on November 16, 1994, and provides a regulatory framework for the use of the world’s seas and oceans, *inter alia*, to ensure the conservation and equitable usage of resources and the marine environment and to ensure the protection and preservation of the living resources of the sea.