GRANT NUMBER E2320-SB

Financing Agreement

(Community Benefits Sharing Project - Phase 2)

between

Solomon Islands

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E2320-SB

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between SOLOMON ISLANDS ("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 three million eight hundred thousand Special Drawing Rights (SDR 3,800,000) ("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 April 15 and October 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 Parts 1, 2 (a) and (b), 3 and 4 of the Project through the Ministry of Mines, Energy and Rural Electrification ("MMERE") in accordance with the provisions of Article V of the General Conditions, and Schedule 2 to this Agreement; and
 - (b) cause the Project Implementing Entity to carry out its Respective Part of the Project in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) Any action has been taken for the dissolution, disestablishment, or suspension of the CBSF.
 - (b) The CBSF has ceased to exist in the same legal form as that prevailing as of the Signature Date.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.02. 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 at the time responsible for finance and treasury.
- 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 hkuma@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:

Telex: Facsimile: E-mail:

248423 (MCI) 1-202-477-6391 cdpngpacific@worldbank.org

AGREED as of the Signature Date.

SOLOMON ISLANDS

By

	tarry kuma
Aı	uthorized Representative
Name:	Harry Kuma
Title: _	Minister of Finance and Treasury
Date: _	30-Oct-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

Authorized Representative

Stephen N. Ndegwa

Name:

Country Director, PNG & Pacific Islands

Date:

22-Oct-2023

SCHEDULE 1

Project Description

The objective of the Project is to enable Target Communities to benefit from improved access to and use of basic infrastructure and services, and to operationalize the Community Benefit Sharing Fund ("CBSF").

The Project consists of the following parts:

Part 1: Operationalize the CBSF

- (a) Institutional Support to the CBSF: (i) Develop the systems and procedures required for the CBSF to function as an independent non-profit organization, including systems for planning, financial management, auditing, administration, staffing, procurement, reporting, and communications for its Fund Management Office ("FMO") as well as support for office set-up and operating costs; and (ii) build the capacity of the administrative and governance organs of the CBSF including the FMO, the Fund's board and the community advisory committee, to carry out their functions effectively and sustainably in order to manage resources from the Tina River Hydropower Revenue Sharing Agreement for the benefit of Target Communities.
- (b) CBSF Community Sub-projects: Support the construction, repair, and/or operation and maintenance costs of basic community infrastructure identified through a participatory and climate-informed process.

Part 2: Improve Access to Basic Services

Support access improvements to basic public services for the Project's Target Communities, through improvements to: (a) infrastructure for pre-identified rural water supply; (b) access for rural roads; and (c) extension of coverage of rural electrification.

Part 3: Enhanced Skills of Community Members

Increase the knowledge and confidence of Target Communities to participate in the activities of the CBSF and local economic development activities and provide knowledge and skills to create income-generating opportunities, including through: (a) provision of literacy and numeracy training; (b) provision of short-term vocational technical training; and (c) support to community members to link their skills to income generating opportunities.

Part 4: Project Management, Monitoring and Evaluation

Provision of technical and operational support for the day-to-day management, coordination, procurement, financial management, environmental and social management,

including measures for mitigation of social or environmental impacts, and communication of Project activities.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

- 1. The Recipient shall vest responsibility for the overall management of the Project in MMERE, including responsibility for carrying out day-to-day management and implementation of the Project, and coordinating with the Project Implementing Entity, other government ministries or agencies and relevant stakeholders on all aspects of Project implementation. Specifically:
 - (a) MMERE shall be responsible for the implementation of Parts 1, 2 (a) and (b), 3 and 4 of the Project; and
 - (b) the Project Implementing Entity shall be responsible for the implementation of Part 2(c) of the Project.

2. The Recipient shall:

- (a) maintain, throughout the Project implementation period, a PMU under MMERE, with a mandate, composition, terms of reference, and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*, the overall day-to-day management and implementation of the Project, including, financial management, procurement, environmental and social risks management, monitoring and evaluation, and supporting coordination, reporting and communication of Project activities and coordination with other government ministries or agencies and relevant stakeholders; and (ii) comprised of staff and personnel, all with terms of reference, qualifications and experience satisfactory to the Association;
- (b) without limitation to the foregoing, no later than three (3) months after the Effective Date (or such later date as may be agreed with the Association in writing), recruit, with terms of reference, qualifications, and experience satisfactory to the Association, and thereafter maintain, throughout the Project implementation period: (i) a Project manager; (ii) an accountant; and (iii) a procurement officer; and
- (c) cause the Project Implementing Entity to maintain, throughout the Project implementation period, a Special Projects and Planning Division and a Finance and Internal Audit Division within the Project Implementing Entity, which shall be responsible for implementation of its Respective Part of the Project, both with a mandate, composition, terms of reference, and resources satisfactory to the Association, and which shall

be: (i) responsible for, *inter alia*, supporting the Project Implementing Entity on procurement, financial management, environmental and social risks management, reporting, and monitoring and evaluation activities under the Project Implementing Entity's Respective Part of the Project; and (ii) comprised of staff and personnel, all with terms of reference, qualifications and experience satisfactory to the Association.

B. Project Manuals

1. The Recipient shall:

- no later than two (2) months after the Effective Date (or such other date as (a) may be agreed with the Association in writing), prepare and furnish to the Association, for its review and no-objection, an updated Project Operational Manual ("POM"), which shall set forth, inter alia, the following detailed arrangements and procedures for the implementation of the Project: (i) institutional arrangements for the day-to-day execution of the Project; (ii) details on the preparation and successive updates of the Procurement Plan and its implementation arrangements; (iii) implementation arrangements for the ESS Instruments; (iv) detailed financial management requirements and timeframes, including planning and budgeting, disbursement, accounting system, internal controls, financial reporting, and auditing arrangements, arrangements for interim support; (v) Project monitoring, reporting, evaluation and communication arrangements; (vi) the detailed arrangements, procedures, criteria and mechanisms for the implementation of subprojects under Part 2(c) of the Project; and (vii) such 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 objectives;
- (b) no later than twenty-four (24) months after the Effective Date (or such other date as may be agreed with the Association in writing), prepare and furnish to the Association, for its review and no-objection, a Fund Operations Manual ("FOM"), which shall set forth, *inter alia*, the detailed arrangements, procedures, and mechanism for the selection, prioritization, approval and implementation of subprojects under Part 1(b) of the Project;
- (c) afford the Association a reasonable opportunity to review the proposed POM and FOM; and
- (d) thereafter, adopt the POM and FOM as shall have been approved by the Association.

- 2. The Recipient shall, and shall cause the Project Implementing Entity to, carry out the Project in accordance with the POM and FOM (as applicable), and except as the Association may otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived any provision of the POM or the FOM.
- 3. In case of a conflict between the provisions of the POM or the FOM and this Agreement, the provisions of this Agreement shall prevail.

C. Subsidiary Agreement.

- 1. To facilitate the carrying out of the Project Implementing Entity's Respective Part of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Category (3) of the table set forth in Section III.1 of this Schedule available to the Project Implementing Entity on grant terms under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement"), which shall include:
 - (a) the Project Implementing Entity shall undertake to carry out its Respective Part of the Project in accordance with the provisions of this Agreement, the POM and the Anti-Corruption Guidelines;
 - (b) the Project Implementing Entity shall undertake to carry out its Respective Part of the Project with due diligence and efficiency and in accordance with appropriate technical, economic, financial, engineering, managerial, environmental and social standards and practices acceptable to the Association, including in accordance with the provisions of this Agreement and the Project Agreement;
 - (c) the Recipient shall have the right to suspend or terminate the right of the Project Implementing Entity to use the proceeds of the Financing made available under the Subsidiary Agreement, or obtain a refund of all or part of the amount of the Financing made available under the Subsidiary Agreement then withdrawn, upon the Project Implementing Entity's failure to perform any of its obligations under the Subsidiary Agreement; and
 - (d) in the event that any portion of the Financing provided to the Project Implementing Entity is not used for Eligible Expenditures or is otherwise used in breach of this Agreement, the Project Agreement, or the Subsidiary Agreement, the Project Implementing Entity shall, upon notice from the Recipient or from the Association, refund the notified amount to the account provided in the notice.

2. 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, the Recipient shall not assign, amend, abrogate, or waive the Subsidiary Agreement or any of its provisions.

D. Annual Work Plans and Budget; Mid-term Review

- 1. The Recipient shall, and shall cause the Project Implementing Entity to by not later than:
 - (a) three (3) months after the Effective Date (or such other date as may be agreed with the Association in writing); and
 - (b) annually, thereafter, during the implementation period of the Project (on a date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), prepare and furnish to the Association, for the Association's review and no-objection, an Annual Work Plan with respect to the Project, which shall, *inter alia*, include: (i) a list of all activities (including Operating Costs and Training) proposed to be included in the Project in the Recipient and Project Implementing Entity's following fiscal year; (ii) provide a budget for their financing; and (iii) describe the environmental and social risks management measures taken or planned to be taken in accordance with the provisions of Section I.E. of this Schedule 2.
- 2. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets accepted by the Association for the Recipient and the Project Implementing Entity's fiscal year; provided, however, that in the event of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement and the Project Agreement, the provisions of this Agreement and the Project Agreement shall prevail, in that order of priority.
- 3. The Recipient shall, and shall cause the Project Implementing Entity, not to make or to allow to be made any change to the Annual Work Plans and Budgets, unless the Association has provided its prior no-objection thereof in writing.
- 4. The Recipient shall carry out jointly with the Project Implementing Entity and the Association, no later than three (3) years after the Effective Date, or such other period as maybe agreed with the Association, a mid-term review of the Project ("Mid-Term Review") to assess the status of Project implementation, as measured against the indicators, acceptable to the Association, and in compliance with the legal covenants included or referred to in this Agreement and/or the Financing Agreement. 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 (vi) the need to make any adjustments to the Project to improve performance. To this end, the Recipient shall, and shall cause the Project Implementing Entity to:

- (a) prepare, and furnish to the Association an overall report, in scope and detail satisfactory to the Association and integrating the results of the monitoring and evaluation activities performed pursuant to this Section I.D of Schedule 2 to this Agreement, on the progress achieved in the 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
- (b) review jointly with the Project Implementing Entity and the Association the aforementioned report rand 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.

E. Environmental and Social Standards.

- 1. The Recipient shall, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractor 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

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 finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consulting services, non-consulting services, Operating Costs, and Training for Parts 1(a), 2(a), 2(b), 3 and 4 of the Project	2,155,000	100%
(2) Goods, works, consulting services, non-consulting services, Operating Costs, and Training for Part 1(b) of the Project	684,000	100%
(3) Goods, works, non-consulting services, consulting services, and Operating Costs for Part 2(c) of the Project	961,000	100%
TOTAL AMOUNT	3,800,000	

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, except that withdrawals up to an aggregate amount not to exceed SDR 76,000 may be made for payments made prior to this date but on or after June 1, 2023, for Eligible Expenditures under Category (1); or

- (b) under Category (2) unless and until the Association is satisfied that the Recipient, through its PMU, has adopted a Fund Operations Manual ("FOM") in form and substance satisfactory to the Association; or
- (c) under Category (3) unless and until a Subsidiary Agreement has been entered into in form and substance satisfactory to the Association.
- 2. The Closing Date is December 29, 2028.

APPENDIX

Section I. Definitions

- 1. "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.
- 2. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 3. "Community Benefit Sharing Fund" or "CBSF" means the Bahomea and Malango Community Benefit Sharing Trust Association, incorporated under provisions of the Charitable Trusts Act (1996), as a non-governmental charitable trust, on May 30, 2023.
- 4. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated August 17, 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.
- 5. "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"; "Environmental Social Standard 9: Financial (ix) and Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

- 6. "ESS Instruments" means jointly the ESCP and any other instruments to be prepared thereunder.
- 7. "Finance and Internal Audit Division" means the unit within the Project Implementing Entity responsible for assisting the Special Projects and Planning Division on financial management, project budgets, accounting and reporting for Part 2(c) of the Project, as referred to in Section I.A.2(c) of Schedule 2 to this Agreement and Section I.A.1 of the Schedule to the Project Agreement.
- 8. "Fund Operations Manual" or "FOM" means the Recipient's fund operations manual, in form and substance satisfactory to the Association, to be adopted by the Recipient pursuant to Section I.B.1(b) of Schedule 2 to this Agreement.
- 9. "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).
- 10. "Mid-Term Review" means a mid-term review of the Project referred to in Section I.D of Schedule 2 to this Agreement and Section I.B.4 of the Schedule to the Project Agreement.
- 11. "Ministry of Mines, Energy and Rural Electrification" or "MMERE" means the Recipient's Ministry responsible for mines, energy and rural electrification or any successor thereto.
- 12. "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 by the Association, including rental of office space, bank charges, communications, advertising costs, audit costs, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of any of the Recipient's civil servants.
- 13. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 14. "Project Implementing Entity" means Solomon Islands Electricity Authority ("SIEA") trading as Solomon Power, as established under, and governed by the Project Implementing Entity's Legislation.
- 15. "Project Implementing Entity's Legislation" means the Electricity Act 1969, the State-Owned Enterprise Act 2007 and associated Regulations, all as amended to the Signature Date.

- 16. "Project Monitoring Unit" or "PMU" means the unit established under the MMERE, housed within the Project Office of the Tina River Hydropower Development Project, as referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 17. "Project Office" means the office established under MMERE responsible for the overall management of the Tina River Hydropower Development Project.
- 18. "Project Operations Manual" or "POM" means the Recipient's Project operations manual, in form and substance satisfactory to the Association, to be adopted by the Recipient pursuant to Section I.B.1(a) of Schedule 2 to this Agreement.
- 19. "Respective Part" means Part 2(c) of the Project.
- 20. "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.
- 21. "Special Projects and Planning Division" means the unit within the Project Implementing Entity responsible for carrying out Part 2(c) of the Project, with the assistance of the Finance and Internal Audit Division, as referred to in Section I.A.2(c) of Schedule 2 to this Agreement and Section I.A.1 of the Schedule to the Project Agreement.
- 22. "Target Communities" means residents of Malango and Bahomea communities within the Malango Ward.
- 23. "Tina River Hydropower Project" means Credit Number 6086-SB and Grant Number D202-SB between the Association and Solomon Islands for financing the Tina River hydropower facility and associated infrastructure.
- 24. "Tina River Hydropower Revenue Sharing Agreement" means the implementation agreement between the Recipient and Tina Hydropower Ltd, dated December 6, 2018.
- 25. "Training" means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets, and accepted by the Association, including preparation and reproduction of training materials, supplies, rental of facilities, reasonable transportation costs, per diem of trainers and trainees (if applicable), and any other expenses directly related to training preparation and implementation.